



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 **39**

to

Contract Number **MA071B5500023C**

CONTRACTOR	LexisNexis Coplogic Solutions
	1000 Alderman Drive
	Alpharetta GA 30005
	Michael Rubinic
	614-323-1047
	michael.rubinic@lexisnexisrisk.com
	VS0091805

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

CONTRACT SUMMARY				
Ecrash and Ecitation				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	10 - 12 Months	September 30, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$32,625,324.26	\$0.00	\$32,625,324.26		
DESCRIPTION				
Effective March 10, 2025, Big Kitty Labs (BKL) is added as a sub-contractor to LexisNexis for training. 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	Jim Coggin	517-243-5265	CogginJ@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov
MSP	Steven Horwood	248-584-5758	HorwoodS@Michigan.gov
MSP	Michelle Kleckler	517-897-6009	KlecklerM2@michigan.gov



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 **38**

to

Contract Number **MA071B5500023C**

CONTRACTOR	LexisNexis Coplogic Solutions, Inc.
	1000 Alderman Drive
	Alpharetta GA 30005
	Michael Rubinic
	614-323-1047
	michael.rubinic@lexisnexisrisk.com
	VS0091805

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

CONTRACT SUMMARY				
Ecrash and Ecitation				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	10 - 12 Months	September 30, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$32,578,589.26	\$0.00	\$32,578,589.26		
DESCRIPTION				
Effective 6/17/2024, the parties add the attached revised eApps replatforming statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Central Procurement approval.				
Remaining Ad Board funds after this change notice is \$87,694.99.				

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

AGENCY	NAME	PHONE	EMAIL
MSP	Michelle Kleckler	517-897-6009	KlecklerM2@michigan.gov
DTMB	Jim Coggin	517-249-0867	CogginJ@michigan.gov



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

Project Title: Legacy Software Support Resources	Period of Coverage:
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 6/3/2022
Agency Project Manager: Ms. Michelle Kleckler	Phone: 517-897-6009
DTMB Project Manager: James Coggin	Phone: 517-243-5265

BACKGROUND:

LexisNexis Coplogic Solutions ("Contractor" or "Coplogic") currently provides Michigan State Police (MSP) with several statewide public safety solutions that include functionality for the eCrash, eCitation, eDaily, and eAICS (Electronic Automated Incident Capture System). The parties agree to the revised eApps (electronic application designed to facilitate the collection and dissemination of relevant information regarding the AICS and Daily modules to the appropriate State of Michigan employees) Replatform Project schedule in this Statement of Work.

PROJECT OBJECTIVE:

MSP and Contractor mutually agreed to a Timeline that will be applied to previous Contract Change Notices ("CNs") numbers 33 through 37. The objective of this CN38 and Statement of Work is to memorialize the Timeline shown below and to modify pricing and payment schedules and establish a pricing-based incentive for new deadline. Per CN 34, the SOC 2 Type II audit requirement shall remain in effect and shall commence six months after the application has been deemed to have entered a Production state.

TIMELINE

The mutually agreed upon Timeline target dates are shown below:

- **LN/MSP Focus Meetings.** Monday, January 29, 2024 – Friday, July 26, 2024
- **Software Center Installer.** Monday, August 5, 2024 – Friday, August 30, 2024
- **UAT MSP.** Monday, August 5, 2024 – Friday, September 13, 2024
- **Go Live Evaluation.** Friday, August 23, 2024
- **UAT Resolution (LN).** Monday, September 16, 2024 – Friday, October 4, 2024
- **Regression Testing.** Monday, October 7, 2024 – Friday, October 25, 2024
- **Field Training.** Monday, October 28, 2024 – Friday, November 15, 2024
- **Go Live Target.** Tuesday, November 19, 2024

Component	Start Date	End Date
Quick Capture Review	1/31/2024	3/29/2024
Incident Review	1/31/2024	4/12/2024
Dropdown Data Migration	1/31/2024	3/16/2024
Data Migration p 2	2/15/2024	4/12/2024
Azure AD	4/8/2024	4/26/2024
eApps Client Update process	4/1/2024	5/10/2024

Quick Capture Stress Testing	4/1/2024	5/10/2024
	Milestone 1	5/20/2024
Daily Review	4/5/2024	5/31/2024
Incident Refactor	4/15/2024	6/7/2024
eAICS Reports	4/1/2024	6/7/2024
Basic Activity	4/8/2024	6/7/2024
Load Testing	5/6/2024	05/31/2024
	Milestone 2	6/11/2024
Property Management	4/15/2024	6/28/2024
MICR (On hold until MICR v. 1.10 issues resolved)	4/8/2024	7/8/2024
Deployments	5/6/2024	6/21/2024
Daily Reports	5/6/2024	6/21/2024
Inboxes	5/6/2024	6/14/2024
Grants Management	5/13/2024	6/28/2024
Disable Daily and AICS at ORI level for migrated Districts in Legacy	6/14/2024	7/5/2024
Property Bar Code Print/Scanner	5/13/2024	7/5/2024
LEIN (connections)	4/8/2024	7/8/2024
	Milestone 3	7/12/2024
eAPPS Portal	6/3/2024	7/26/2024
Searches	6/24/2024	7/26/2024
Data Migration – Phase one	7/26/2024	8/4/2024
Help Section Build	6/3/2024	7/26/2024
Application Refinement/UI/UX	7/29/24	8/2/24
	Milestone 4	8/2/2024
UAT Testing	8/5/2024	9/13/2024
Go Live Confirmation		8/23/2024
UAT Resolution by LN	9/16/2024	10/4/2024
Regression Testing	10/7/2024	10/25/2024
Go Live Re-Confirmation		10/25/2024
Field Training	10/28/2024	11/15/2024
Simulated Go Live Exercise	11/12/2024	11/18/2024
	Milestone 5	11/18/2024
Go Live – District 5	11/18/2024	11/19/2024

Weekly Deployment Schedule:

- **QA.** Tuesday
- **UAT.** Friday

Assumptions

- MSP will only utilize devices on the Windows 11 platform for UAT testing and will confirm platform status by Friday, August 2, 2024, prior to entering UAT. All production devices will utilize a Windows 11 operating system.
- MSP will confirm Software Center Installer process is completed by Friday, August 30, 2024.
- A full Authority to Operate (ATO) must be completed by October 1, 2024. Contractor must participate in the ATO process and provide singular line-item responses regarding the ATO process within three (3) business days, excluding State of Michigan holidays.

Should the Contractor need to work with a third party to gain responses or information necessary for the /ATO process, the three-day response period shall still apply. Any ATO questions by Contractor or third-party representatives requesting clarification will receive a response from MSP within three (3) business days.

- Azure Active Directory (AD) testing and signoff by MSP/DTMB/Coplogic will need to be completed by Friday, May 31, 2024.
- Any additional enhancement requests or functionality changes beyond what was outlined in prior agreements in CN 33 through CN 36 may affect the timeline stated above.
- LEIN connectivity from eApps must be confirmed by Coplogic by May 31, 2024. If Coplogic is unable to successfully connect to LEIN due to issues beyond its control, the project milestones and go live date will be adjusted to coincide with the number of days required to resolve the issue.
- LEIN UAT/Production testing and connectivity will be confirmed by both parties prior to Friday, June 7, 2024. If Coplogic is unable to successfully connect and test LEIN due to issues beyond its control, the project milestone and go live date will be adjusted to coincide with the number of days required to resolve the issue.
- MSP reserves the right to waive or delay any application functionality, processes, system requirements, etc. (i.e. SRMS/eAICS) that requires signoff for any required stage of the contract. If any functionality, system requirements are waived, both parties must agree to a mutually agreed upon timeline for implementation.
- Contractor will present an overall status review to all parties (MSP Information Technology Division, MSP Criminal Justice Information Center, and Department of Technology, Management and Budget Agency Services) at the end of each milestone outlined in the timeline. These presentations are in addition to any existing meeting cadence. Coplogic reserves the right to cancel or reschedule any meeting that is agreeable to both parties. All other project related meetings shall be scheduled on an Ad Hoc basis.

DELIVERABLES & ACCEPTANCE CRITERIA:

Deliverables and acceptance criteria have already been defined in the SOWs associated with Contract Change Notices 33 through 36.

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report will continue to contain details relevant to this support agreement.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

Coplogic hereby agrees to a 10% overall CN33 and CN36 cost reduction should Coplogic fail to achieve a successful production release by November 19, 2024. A successful production release is defined as, "the ability of the client to successfully launch and log into the eApps application in the AWS production environment". The cost reduction shall not exceed \$272,325.00. This provision shall not be applied should the State fail to meet its timeline responsibilities identified in this statement of work CN33 and in CN36 or any provisions outlined in this statement of work CN38.

	Original Cost	10% Reduction	Reduced Costs
CN 33	\$845,250.00	\$84,525.00	\$760,725.00
CN 36	\$1,878,000.00	\$187,800.00	\$1,690,200.00
Total	\$2,723,250.00	\$272,325.00	\$2,450,925.00

- If a successful production release is not achieved by January 1, 2025, and additional 1%

overall reduction will be applied to CN33 and CN36. On the first day of every successive month in which a successful production release is not achieved, an additional 1% overall reduction will be applied to CN33 and CN36.

- Coplogic will notify MSP in writing within one week of Coplogic determining that the State of Michigan has failed to meet its timeline responsibilities as identified within this contract. Should Coplogic not notify MSP of such determination, cost reduction penalties will still apply if the November 19, 2024, deadline is missed, and if the deadline is still not met at the beginning of future months as outlined above.

EXPENSES:

There will be no additional expenses accrued on this fixed price contract with the exception of Amazon Web Services (AWS) expenses, which shall be addressed in a future Change Notice.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Michael Rubinic
Senior Consulting Manager
LexisNexis Coplogic Solutions
Mobile: 614-323-1047
Michael.Rubinic@lexisnexisrisk.com

The designated Agency Program Manager is:

Michelle Kleckler
Division Director
Criminal Justice Information Center Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-897-6009
Fax: 517-241-1644
Klecklerm2@michigan.gov

The designated DTMB Program Manager is:

Jim Coggin
Business Relationship Manager – MSP and DMVA Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-243-5265
CogginJ@michigan.gov

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Coplogic Solutions for MSP will continue to work out of locations across the United States.



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

CONTRACT CHANGE NOTICE

Change Notice Number **37**
to
Contract Number **071B5500023**

CONTRACTOR	LexisNexis Coplogic Solutions, Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Michael Rubinic
	614-323-1047
	michael.rubinic@lexisnexisrisk.com
	VS0091805

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

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	10 - 1 Year	September 30, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$32,346,938.26	\$162,305.00	\$32,509,243.26		
DESCRIPTION				
Effective 3/25/2024, the State adds \$162,305.00 to cover the anticipated costs of DNR's eCitation software licenses through 9/30/2027. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Central Procurement approval.				
Remaining Ad Board funds after this change notice is \$87,694.99.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Jim Coggin	517-243-5265	CogginJ@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov
MSP	Steven Horwood	248-584-5758	HorwoodS@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 **36**
 to
 Contract Number **071B5500023**

CONTRACTOR	LexisNexis Coplogic Solutions, Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Tim Bingham
	502-905-0251
	timothy.bingham@lexisnexisrisk.com
	VS0091805

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

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	10 - 1 Year	September 30, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$30,468,938.26	\$1,878,000.00	\$32,346,938.26		
DESCRIPTION				
Effective 2/14/2023, the parties add \$1,878,000.00 for the eDaily replatform and enhancement services detailed in the attached statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency, DTMB Procurement and State Administrative Board approval on 2/14/2023.				
Available Ad Board funds after this change notice is \$249,999.99.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov
MSP	Steven Horwood	248-584-5758	HorwoodS@Michigan.gov



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

Project Title: eDaily Re-platform and Enhancements	Period of Coverage:
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 2/14/2023
Agency Project Manager: F/Lt. Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

LexisNexis Coplogic Solutions (“Coplogic”) currently provides Michigan State Police (MSP) with several statewide public safety solutions that include functionality for eCrash, eCitation, eDaily, and eAICS (Electronic Automated Incident Capture System).

MSP has elected to upgrade the eDaily system to a more technologically relevant system to better meet the needs of the Department.

PROJECT OBJECTIVE:

MSP has requested Coplogic upgrade eDaily to a more technologically relevant system to better meet the needs of the Department. The new solution will conform to current Coplogic project standards and leverage best practices honed through the development of fourteen statewide solutions across the country. Expected benefits of the re-platform and the enhancements identified include:

- Improved reliability and statistical reporting to support inquiries.
- Provide ability for basic Trooper Dashboard.
- Overall system improvements

Specific functionality for the enhancements is outlined in detail below.

SCOPE OF WORK:

The eDaily application will be upgraded to a new technology platform. The project will include data migration of records from eDaily to the new platform. The solution will be hosted in the AWS GovCloud (Change Notice 30) alongside the eAICS re-platform work.

Under Change Notice 33, Coplogic is developing and implementing a wizard-based data entry tool to replace the current eAICS form-based collection tool. Re-platform work for eDaily will be integrated within the new eAICS platform, taking advantage of foundational elements completed to date and functionality such as Quick Capture. In addition, the eDaily database will be rearchitected for improved system performance and reliability. This upgrade will enable additional statistical reporting that will be responsive to the needs of MSP.

The requirements for the re-platform are categorized as follows and will match the functionality that exists in eDaily currently:

- eDaily Submission
- Mapping
- Import
- Search
- Reporting
- Workflow
- Integration
- Basic Activity Search
- Administration

Detailed requirements for the re-platform can be found in Appendix A.

Data Migration

Existing eDaily records will be converted to the new platform.

- All pertinent records within the eDaily database and any related iyeTek database tables impacted by the re-platform will be converted.
- As Coplogic will have access to and knowledge of both the legacy and the new database, the data mapping process will be initiated by that team.
- Coplogic will work with MSP to define rules used to migrate the data, such as how each status will be converted.
- MSP will determine if any records should be excluded from the conversion based on data retention guidelines.
- MSP will be responsible for approving any data mapping/conversion that may be required.
- Configuration values and User Permissions will be migrated.
- Multiple runs of the data migration are anticipated to allow for corrections to conversion programs based on MSP data review. The number of runs will be limited to 3 unless otherwise agreed to by the parties.
- The parties will work together to determine an approach that will minimize down time for the field.
- This migration will convert data from the eDaily database to the new AWS database in which the new eAICS system will also be housed.

Assumptions

- Coplogic understands that completion of the ATO Process / Security Risk Assessment will be required as a part of this project and will make every effort to plan for inclusion of necessary components within the software. If items are identified that require substantial changes to the software, they will be included on the remediation plan, as agreed upon by all parties.
- This SOW addresses only eDaily functionality unless otherwise stated.
- For existing features, the user interface may change, but the data captured and validation rules will not change unless mutually agreed upon by the parties.
- Regarding data captured, any additional fields identified during the JAD sessions that MSP chooses to add to the database will be covered via a separate SOW(s) and the timeline adjusted as appropriate.
- If any enhancements are identified as out of scope during the JAD sessions, a separate SOW(s) will be generated, and the timeline adjusted as appropriate.
- For any functionality that requires integration with a third party, the parties agree that the timeline for that integration may be adjusted based on the third party's ability to complete the work.
- Coplogic and MSP will agree upon any deadlines and / or resource requirements necessary to meet the project timelines.
- Existing eAICS and eDaily functionality: Enhancements to the existing eAICS or eDaily module during this project will be limited to bug fixes, legislative changes, MICR updates, and work completed by the Legacy team funded by MSP via Change Notice 35. All requested changes will

be routed through the change control process. Any corresponding adjustments to the timeline will be approved by both parties.

- Priority will be given to migrating existing eDaily functionality. Though every effort will be made to complete enhancements identified herein, the parties will work together on an acceptable approach in the event that enhancement work is not able to be completed as planned.
- The project go-live for the existing functionality outlined within this document will be completed by the end of March 2024. Any changes to scope will follow the change control process agreed upon by both parties.

Business Requirements – Enhancements

1. Body Worn Camera (BWC) – Add to Assignment

- **Requirements:** The new software will be enhanced to record In-Car/Body Worn Camera equipment validation checks on appropriate assignments. Applicable to both Patrol and CVED assignments.

- The following information shall be captured:

Time:	Out: [time field]	In: [time field]
Association Complete:	Out [checkbox]	Association Complete: In [checkbox]
Camera Check:	Out [checkbox]	Camera Check: In [checkbox]
In-Car Activation:	Out [checkbox]	In-Car Activation: In [checkbox]
BWC Activation:	Out [checkbox]	BWC Activation: In [checkbox]
BWC is not required for this assignment [checkbox]		

- 'Out' and 'In' checkboxes are required unless the 'BWC is not required for this assignment' option is checked.
- BWC selections will be visible and editable for Assignments listed below.

Patrol

- Abandoned Vehicle Officer
- Accident Investigator
- Accident Reconstructionist
- Administration Support
- Arson Investigator
- Canine
- Court Officer
- CST-Community Service Trooper
- Desk Assignment – Trooper
- ES Team
- FTO – Field Training Program
- General
- Grant/Directed Patrol
- Grant/Nonpatrol Detail/Mobilization
- Hometown Security Team
- Junior
- Light Duty Admin Support
- Marine Services
- Sergeants Duties

- Traffic Safety Initiative
- Training Attend
- Training Instruct
- Trooper Investigator
- Vehicle Maintenance Officer

CVED

- CVE Patrol
- Investigator
- Junior
- Non-Uniformed Personnel
- Supervisor
- Weigh Station

2. BWC information will be included on the daily report.

- **Assumptions:**

- The parties will work together to determine how this information will be displayed on the daily report.
- BWC information will be query-able in the Basic Activity Search.
- The Trooper Summary Report will not be updated with BWC details.
- Available cameras will not need to be captured as each trooper will have an issued body camera.
- There will be no integration with any camera system outside of the new eDaily system.

2. Standardized Field Sobriety Test (SFST) Tracking – Add to Activities

- **Requirements:** The new software will be enhanced to include a secondary activity of "SFST- Standardized Field Sobriety Test" for a Person on a Traffic Stop and an Original Activity/Supp. Applicable to both Patrol and CVED.
 - The SFST secondary activity will open with only a Notes tab.
 - SFST information will be query-able in the Basic Activity Search.
- **Assumptions:**
 - No changes to the summary / report portion of the daily will take place to account for any SFST related action.

3. Data Extract for MSP Dashboard

- **Requirements:** The new software will be enhanced to extract eDaily data for use within the MSP dashboard.
- **Assumptions:**
 - The extract will not contain CVED daily activity data.
 - The extract will include raw data only. Any manipulations and / or calculations on the data will be performed by the recipient.
 - The following will be agreed upon by the parties:
 - Parameters used
 - Data to be extracted
 - File format

Note: If the data required for this extract is closely aligned with the data extract for MiSEARCH, the same format may be used.
 - The file transfer will occur in the same manner as the existing data extract that is used for MiSEARCH (delivered daily to specific site for DTMB pick-up).

4. Data Visualization

- **Requirements:** The new software will be enhanced to allow the user to view their past 30 days of eDaily data (category level) as compared to the past 30 days for their post.
- **Assumptions:**
 - Specific details regarding how this data shall be presented to the user will be agreed upon by the parties.

Items Removed from Scope

The eDaily reports on the Admin Portal (listed below) will not be migrated to the new system based on lack of usage and the fact that equivalent reports can be run via the Basic Activity Search.

- Activity Summary
- Enforcement Summary
- Persons Lodged and Vehicles Towed

TASKS:

DTMB technical support will be required to assist with the following activities as also outlined in Change Notice 33:

- Efforts associated with the ATO process
- Integration work with regards to implementing authentication through MiCJIN
- Enable the UAT client installation in support of MSP testing
- Process new installer(s) requests related to this effort for use in Software Center

DELIVERABLES:

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

- Design Specifications Document
 - Documentation detailing how the base requirements outlined in this SOW will be met. This will consist of the User Stories outlining the functionality.
- Workflow diagrams in support of development efforts
- Data conversion mapping documentation
- User Manual
 - Baseline version to be provided to MSP for modification, distribution, and ongoing maintenance
 - Will include core functionality and system administration functions
- Development and deployment of the new platform

ACCEPTANCE CRITERIA:

Once the development of the re-platform is completed, it will be made available for acceptance testing. The State will be responsible for reviewing the functionality for conformity to the requirements. Any non-conformities discovered will be fixed by Coplogic. Work will not be considered complete until the State accepts the system delivered.

Acceptance criteria for the deliverables include general acceptance of the items listed in Appendix A (existing functionality).

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report contains accomplishments and identifies any work completed for which billing will be initiated. On an agreed upon basis, status meetings will be conducted, and status reports provided.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

Contractor will invoice the State in accordance with Appendix B after receiving State acceptance of the deliverables listed in each of the milestones therein. 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.

LexisNexis Coplogic Solutions Proposal		
Cost:		
	Hours	Amount
eDaily Re-platform Development	12,520	\$1,878,000

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Tim Bingham
LexisNexis Coplogic Solutions
Mobile: 502-905-0251
Timothy.Bingham@lexisnexisrisk.com

The designated Agency Program Manager is:

F/Lt. Alan J. Renz
Incident Section Commander
Criminal Justice Information Center
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-648-5871
Fax: 517-241-1644
RenzA1@michigan.gov

The designated DTMB Program Manager is:

Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

- Assign a primary point of contact (e.g., project manager) for the project.
- Define roles and responsibilities for MSP including identifying individuals with approving / acceptance authority.
- Identify change control process.
- Coordinate with Field Operations Bureau as needed.
- Provide network and VPN access as necessary.
- Ensure access to systems, resources etc. needed to complete testing and production support activities.
- Assist in providing the information needed for the requirements gathering and provide approvals in a timely manner to ensure sprints can meet the required deadlines.
- Provide specifications and / or requirements.
- Coordinate with third parties for all integration work.
- Provide training to end users

- Conduct User Acceptance Testing (UAT) and provide Acceptance.
 - MSP will perform all testing / validation of the software changes upon deployment to the UAT environment.
 - Use Cases for testing will be developed by MSP with appropriate parties/end users' specific business needs/variations.
 - Integration testing will need to be coordinated by MSP for data extracts identified within this SOW.
- Review and provide feedback and acceptance on all deliverables, including data conversion.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Coplogic Solutions for MSP will continue to work out of locations across the United States. Staff assigned to this project will be onsite at MSP Headquarters when deemed necessary to progress work forward.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract; therefore, hours and conditions do not apply.

Appendix A

Existing eDaily Functions

Key	Category	Function	Description
1	eDaily Submission	Create Assignment	<p>Assignment Type allows a user to identify the type of work they will be conducting throughout their work shift. For each assignment selected, users will be presented with additional fields for completion. Rules surrounding assignment data will match those in the current system.</p> <p>A new Assignment Type is required when either the type of work changes and/or the cost accounting (LDPR, grant information) changes (i.e., general patrol to canine call, traffic grant, district overtime, etc.).</p> <p>Patrol Assignments:</p> <ol style="list-style-type: none"> 1. Abandoned Vehicle Officer 2. Accident Investigator 3. Accident Reconstructionist 4. Administration Support 5. Arson Investigator 6. Canine 7. Court Officer 8. CST-Community Service Trooper 9. Desk Assignment – Trooper 10. ES Team 11. FTO – Field Training Program 12. General 13. Grant/Directed Patrol 14. Grant/Nonpatrol Detail/Mobilization 15. Hometown Security Team 16. Junior 17. Light Duty Admin Support 18. Marine Services 19. Out of Service 20. Sergeants Duties 21. Traffic Safety Initiative 22. Training Attend 23. Training Instruct 24. Trooper Investigator 25. Vehicle Maintenance Officer <p>CVED Assignments:</p> <ol style="list-style-type: none"> 1. CVE Patrol 2. Investigator 3. Junior 4. Non-Uniformed Personnel 5. Out of Service 6. Supervisor 7. Weigh Station <p>As agreed upon by the parties, Coplogic will incorporate corrections to labels for assignment types and corresponding fields.</p>

Key	Category	Function	Description
2	eDaily Submission	Add Activity	<p>Ability for users to add activities to assignments on their daily. For each activity selected, users will be presented with additional fields for completion. Rules surrounding activity data will match those in the current system.</p> <p>Patrol Activities:</p> <ol style="list-style-type: none"> 1. BACKGROUND INVESTIGATION 2. CAR ASSIST 3. CITATION 4. DESK DUTY 5. FEDERAL COURT 6. LUNCH 7. MEETING 8. OFF DUTY 9. OPERATIONAL SUPPORT 10. ORIGINAL INCIDENT 11. PERSONS INVESTIGATED 12. PUBLIC RELATIONS 13. RECRUITING 14. REPORT WRITING 15. SUPPLEMENTAL INCIDENT 16. TRAFFIC STOP 17. TRAINING 18. VEHICLE INSPECTED 19. VERBAL WARNING <p>CVED Activities:</p> <ol style="list-style-type: none"> 1. ASSIST 2. BACKGROUND INVESTIGATION 3. CAR ASSIST 4. CITATION 5. COMM VEHICLE INSPECTED 6. COMPLIANCE REVIEW 7. COURT 8. DESK DUTY 9. FLEET MAINTENANCE 10. LEAVE 11. LUNCH 12. MC OFFICER ROAD PATROL 13. MC SUPERVISOR ADMINISTRATIVE DUTIES 14. MC SUPERVISOR CASE MANAGEMENT 15. MC SUPERVISOR DESK 16. MC SUPERVISOR ROAD PATROL 17. MEETING 18. OFF DUTY 19. OPERATIONAL SUPPORT 20. ORIGINAL INCIDENT 21. PERSONS INVESTIGATED 22. PUBLIC RELATIONS 23. RECRUITING 24. REPORT WRITING 25. SAFETY AUDIT 26. SCHOOL BUS INSPECTION 27. SUPPLEMENTAL INCIDENT

Key	Category	Function	Description
			28. TRAFFIC STOP 29. TRAINING 30. VEHICLE WEIGHED 31. VERBAL WARNING As agreed upon by the parties, Coplogic will incorporate corrections to labels for activity types and corresponding fields.
3	eDaily Submission	Change Daily Date	Ability for a user to modify the date of their daily.
4	eDaily Submission	Close and Upload Report	Ability for a user to save, close, and upload their daily.
5	eDaily Submission	Submit Daily	Ability for a user to submit their daily for supervisor review.
6	Mapping	Trooper Location Capture	Coordinates are obtained from the trooper's GPS device and used to populate location information (county, city/twp., address, at or near) and coordinates on primary activities. This functionality is specific to patrol dailies.
7	Mapping	Select Location	Ability for a user to select their location on a map which is used to populate location information (county, city/township, address, at or near) and coordinates on primary activities. This functionality is specific to patrol dailies and will make use of a third-party mapping tool agreed upon by the parties (CLIP, Google, Esri, etc.).
8	Imports	Import Person / Vehicle from LEIN	Ability for a user to import LEIN person and vehicle data into an activity.
9	Imports	Create Activity from Citation	Ability for a user to import a citation as a new activity on a daily.
10	Imports	Create Activity from Crash	Ability for a user to import a crash as a new activity on a daily.
11	Reporting	Daily Report	Ability for a user to access a consolidated view of information on a daily. This view will support creation of a PDF version of the report.
12	Search	Open / Modify Existing Daily	Ability for a user to open / modify any of their previously saved reports that are in a status of In Progress or Waiting Approval.
13	Search	Search for Daily	Ability for a user to search for daily reports based on dates, officer, and status (In Progress, Waiting for Approval, Rejected, Completed, Canceled). People Search criteria will also be supported as will functionality that allows a user to locate "Missing" dailies.
14	Workflow	Workflow Processing	Ability for a user / supervisor to change the status of a daily. Statuses available for selection are dependent on the user's role and include Reject, Approve, and Cancel.
15	Basic Activity Search	Create / Maintain Searches	Ability for users to create, run, save, and export daily data. Also allows users to set criteria and share searches.
16	Basic Activity Search	Summary Report	Ability for patrol users to run the Summary Report based on selected criteria.
17	Basic Activity Search	Custom CVED Reports	Ability for CVED users to run the following custom reports: 1. 40 Hours Per Week

Key	Category	Function	Description
			<ul style="list-style-type: none"> 2. Activity Time 3. Cost Allocation 4. Daily Summary 5. Data Extraction 6. Payroll Audit 7. Special Project 8. Unapproved Dailies
18	Basic Activity Search	Training Materials	Ability for users to access links to the Basic Activity User Guide and Videos provided by MSP.
19	Reporting	Display eDaily PDF through People Search	Ability for users to search for and view eDaily PDFs that include the Officer or Person specified in the People Search on the Admin Portal.
20	Integration	Data Extract for MiSEARCH	Ability to extract eDaily data to DTMB for the Dashboard. Data is then consumed into the Legacy Search application (MiSEARCH).
21	Administration	Edit Worksite Items	<p>Ability for users to configure Worksite Items by agency.</p> <ul style="list-style-type: none"> 1. Assignment Index 2. Equipment (sub exists) 3. Equipment Type 4. Laser Serial Number 5. Radar Serial Number 6. Unit Number 7. Weapon (sub exists) 8. Weapon Type
22	Administration	Edit Codes	<p>Ability for users to configure Codes by agency.</p> <ul style="list-style-type: none"> 1. Detail/Grant Code 2. File Class Code 3. PCA Code 4. Hot Spot 5. Directed Patrol 6. Special Project Code
23	Administration	Edit Fields	<p>Ability for users to configure fields by agency.</p> <ul style="list-style-type: none"> 1. Dealer/Contractor 2. School 3. Secondary Location 4. Towing Company
24	Administration	Edit LEIN Speech functionality	Ability for users to configure Enable Speech functionality (LEIN)
25	Administration	Violation Management	Ability for users to configure violations.

Appendix B
Pricing Breakdown

Description	%	Hours	Total Cost
Software Deployed to UAT	60%	7,512	\$1,126,800
Completion of Go Live	40%	5,008	\$751,200
	100%	12,520	\$1,878,000

Definitions

- Software Deployed to UAT:
 - Defined as the development of existing eDaily functionality has been completed and deployed to UAT for MSP's testing.
 - Once this milestone has been met, Coplogic will bill MSP for 60% of the total cost.
- Completion of Go Live:
 - Defined as the software is live in production.
 - Once this milestone has been met, Coplogic will bill MSP for the remaining 40% of the total cost.



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 **35**
 to
 Contract Number **071B5500023**

CONTRACTOR	LexisNexis Coplogic Solutions, Inc.	STATE	Program Manager	Various	MSP
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Mary Roush		Contract Administrator	Jarrod Barron	DTMB
	517-881-4142			(517) 249-0406	
	mary.roush@lexisnexisrisk.com			barronj1@michigan.gov	
	VS0091805				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$28,668,938.26	\$1,800,000.00	\$30,468,938.26		
DESCRIPTION				
Effective 8/30/2022, the parties add \$1,800,000.00 for the attached Legacy Software Support Resources statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Central Procurement approval.				
Internal State Note: \$249,999.99 remaining Ad Board funds after this contract change notice.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov
MSP	Steven Horwood	248-584-5758	HorwoodS@Michigan.gov



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

Project Title: Legacy Software Support Resources	Period of Coverage:
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 6/3/2022
Agency Project Manager: F/Lt. Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

LexisNexis Coplogic Solutions ("Coplogic") currently provides Michigan State Police (MSP) with several statewide public safety solutions that include functionality for the eCrash, eCitation, eDaily, and eAICS (Electronic Automated Incident Capture System). We propose to add resources to support enhancements for the eAICS and eDaily modules during the re-platform project.

PROJECT OBJECTIVE:

In partnership with Coplogic, MSP has requested and agreed to fund three (3) additional Software Support Resources to accomplish some key initiatives for the eAICS and eDaily application, and, as time permits, support other project work as deemed appropriate by MSP. As such Coplogic will staff two (2) additional senior developers and the option to have either another senior developer or an analyst added to the existing Coplogic MSP Team. Their daily activities are described below and will be managed by the Coplogic Consulting Manager.

SCOPE OF WORK:

Coplogic will staff up to three (3) Senior Developers that will be responsible for writing code for maintenance and enhancements to the current eAICS and eDaily systems. These individuals will be on the development team that will write code, analyze data, and contribute to the design and implementation of maintenance and enhancement items. This individual will report to the Lead Developer.

Depending on the nature of the work, Coplogic may elect to add one (1) analyst that would be responsible for gathering technical and business requirements. If the decision is made to add this analyst, it would be in lieu of one (1) of the three Senior Developers previously mentioned. This individual could also provide assistance with maintenance and support items for the existing system. Some of the responsibilities for this position include working with the business and technical teams to identify and document the enhancements and assisting with other support needs, including data requests.

Assumptions

- It is estimated that the new Software Support Resources will begin work on MSP items approximately 30 days from date of hire. MSP will fund each of these resources for a period of 2 years.

- Coplogic will consider these three (3) staff as full time which means they will work 2,000 hours annually.
- Coplogic will staff, manage, and prioritize the day-to-day activities and tasks per the needs of the team to accomplish the outcomes for the key initiatives.
- The work completed by Coplogic through this SOW is independent of any other MSP effort.
- A separate SOW will be developed for any project work identified. The SOW will include both the scope of work for the legacy systems and the new re-platformed systems. Note: Cost for legacy work shall be reduced / eliminated if the resources involved are those identified herein.

TASKS:

No DTMB technical support is required to assist with this project.

DELIVERABLES:

Any identified deliverables will be covered via other SOWs.

ACCEPTANCE CRITERIA:

Does not apply since no deliverables will be created.

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report will contain details relevant to this support agreement.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

Coplogic will bill annually in advance for the staff members. Payment for the Software Support Resources will begin 10/1/2022 (prorated for the first year) and annually thereafter. Actual bill amount will be calculated based on when this change notice has been made effective and the 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.

LexisNexis Coplogic Solutions Proposal Cost:		
	Hours	Amount
Software Support Resources (3)	12,000	\$1,800,000

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Mary Roush
LexisNexis Coplogic Solutions
Mobile: 517-881-4142
Mary.Roush@lexisnexisrisk.com

The designated Agency Program Manager is:

F/Lt. Alan J. Renz
Incident Section Commander
Criminal Justice Information Center
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-648-5871
Fax: 517-241-1644
RenzA1@michigan.gov

The designated DTMB Program Manager is:

Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

Does not apply.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Copologic Solutions for MSP will continue to work out of locations across the United States.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract, therefore hours and conditions do not apply.



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 **34**
 to
 Contract Number **071B5500023**

CONTRACTOR	LexisNexis Coplogic Solutions, Inc.	STATE	Program Manager	Various	MSP
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Mary Roush		Contract Administrator	Jarrod Barron	DTMB
	517-881-4142			(517) 249-0406	
	mary.rous@lexisnexisrisk.com			barronj1@michigan.gov	
	VS0091805				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 14, 2014	September 13, 2015	5 - 1 Year		September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	5 Years	September 30, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$19,058,358.26	\$9,610,580.00	\$28,668,938.26		
DESCRIPTION				
Effective 8/30/2022, the parties add \$9,610,580.00, extend this Contract to 9/30/2027 with additional options through 9/30/2032, and revise the Contract provisions as detailed in the attached documentation. All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, and DTMB Procurement agreement and State Administrative Board approval on 8/30/2022.				
Internal State Note: \$2,049,999.99 remaining Ad Board funds after this contract change notice.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov
MSP	Steven Horwood	248-584-5758	HorwoodS@Michigan.gov

STATE OF MICHIGAN

SOFTWARE TERMS AND CONDITIONS

These Terms and Conditions, together with all Schedules (including the Statement(s) of Work), Exhibits and any other applicable attachments or addenda (Collectively this “Contract”) are agreed to between the State of Michigan (the “**State**”) and LexisNexis Coplogic Solutions Inc. (“**Contractor**”), a Delaware Corporation. This Contract is effective on August 30, 2022 (“**Effective Date**”), and unless terminated, will expire on September 30, 2027 (the “**Term**”). All references in Change Orders that reference “LexisNexis Risk Services Inc.” or “LexisNexis Claims Solutions Inc.” shall be changed to reference “LexisNexis Coplogic Solutions Inc.”

This Contract may be renewed for up to September 30, 2032. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Effective Date" has the meaning set forth in the preamble.

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

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

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

"Hosted Services" means the hosting, management and operation of the Operating Environment, Software, other services (including support and subcontracted services), and related resources for remote electronic access

and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Pre-existing Intellectual Property” means all original software, source code, logic, methods, procedures, and any other data and documents, in whatever form or format, related thereto, owned by Contractor before the Effective Date, the Core Framework, and anything created by Contractor outside the scope of this Contract.

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

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

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

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

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

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

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

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

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

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

“State” means the State of Michigan.

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

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

"State Materials" means all materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract. State Materials does not include Contractor's Pre-Existing Intellectual Property.

"State Program Managers" are the individuals appointed by the State, or their designees, to (a) monitor and coordinate the day-to-day activities of this Contract; (b) co-sign off on Acceptance of the Software and other Deliverables; and (c) perform other duties as may be specified in a Statement of Work Program Managers will be identified in a Statement of Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) require Contractor to perform the Services under a Statement of Work without the Change;
- (ii) require Contractor to continue to negotiate a Change Notice;
- (iii) initiate a Dispute Resolution Procedure; or
- (iv) notwithstanding any provision to the contrary in a Statement of Work, terminate this Contract under **Section 16.1**.

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

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

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

2.3 Contractor Personnel.

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

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

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

federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018.

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

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

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

(a) Contractor Project Manager must:

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

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

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

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

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

2.5 Contractor's Key Personnel.

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

(b) Contractor will not remove any Key Personnel from their assigned roles on this Contract without the written notice to the State. The Contractor's removal of Key Personnel without providing written notice to the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under **Section 16.1**.

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

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

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

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

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

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

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

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

If to State:	If to Contractor:
Jarrod Barron 525 W. Allegan, 1 st Floor Lansing, MI 48913 BarronJ1@michigan.gov 517-249-0406	Jason LaRue 1000 Alderman Drive Alpharetta, GA 30005 Jason.LaRue@lexisnexisrisk.com 678-694-6872 (office) 317-201-9546 (mobile)

	With a copy to: LexisNexis Coplogic Solutions Inc. 1000 Alderman Drive Alpharetta, GA 30005 Attn: General Counsel, Insurance Services Telephone: 678-694-5747
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4. Insurance. Contractor must maintain the minimum insurances identified in the Insurance Schedule attached as **Schedule C.**

5. Software License.

5.1 Perpetual License. For the Software identified in Section 1 of Schedule A, Statement of Work, as having a “Perpetual License”, and subject to the terms of Subsection 7, Contractor hereby grants to the State, upon commencement of State’s use of the software system in production (“Production Event”), exercisable by and through and its Authorized Users, a non-exclusive, perpetual, irrevocable right and license to use the Software and Documentation in accordance with the terms and conditions of this Contract, provided that:

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

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

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

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

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

5.2 Subscription License.

(a) For Software identified in Section 1 of Schedule A, Statement of Work, that are identified as having a “Subscription License,” and subject to the terms of Section 7, Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, irrevocable (except in the case of breach of Sections 5 or 7 of this Contract or non-payment of fees) limited right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Contract or any Statement of Work, to:

(i) access and use the Software, including in operation with other software, hardware, systems, networks and services, for the State’s business purposes, including for Processing State Data;

(ii) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Software;

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

(iv) access and use the Software for all such non-production uses and applications as may be necessary or useful for the effective use of the Software hereunder, including for purposes of

analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Software, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Software as described in **Section 5.2(c)** below.

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

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

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

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

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

7. Intellectual Property Rights

7.1 Ownership Rights in Software

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

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

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

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

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

7.2 Upon the Production Event, the State is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product, excluding Contractor's Pre-Existing Intellectual Property, developed exclusively for the State under this Contract, including all Intellectual Property Rights. In furtherance of the foregoing:

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

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

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

7.3 Contractor Intellectual Property Ownership and Core Framework. The State acknowledges and agrees that Contractor has previously developed certain capabilities and functionalities, which comprise the basic framework of public safety solutions created by Contractor ("Core Framework"). The State further acknowledges and agrees that the Core Framework will be leveraged by Contractor in connection with the performance of its obligations hereunder. LN's Core Framework and State-Owned Work Product are identified in **Schedule A**, the Statement of Work. The Core Framework shall be deemed Contractor's Pre-existing Intellectual Property as defined in this Contract.

Contractor retains all right, title and interest under applicable contractual, copyright, and related laws to its Pre-existing Intellectual Property.

8. Software Implementation.

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

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

9. Software Acceptance Testing.

9.1 Acceptance Testing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Non-Software Acceptance.

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

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

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

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

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

- (a) a sale of more than 50% of Contractor's stock;
- (b) a sale of substantially all of Contractor's assets;
- (c) a change in a majority of Contractor's board members;

- (d) consummation of a merger or consolidation of Contractor with any other entity;
- (e) a change in ownership through a transaction or series of transactions;
- (f) or the board (or the stockholders) approves a plan of complete liquidation.

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

13. Invoices and Payment.

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

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

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

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

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

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

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

(b) Excluding federal government charges and terms. Contractor warrants and agrees that each of the Fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products

or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such Fee and formally memorialize the new pricing in a Change Notice.

14. Service Level Credits

14.1 To extent the parties will agree to any penalties for missed performance or delivery milestones, that will be addressed and agreed to by the parties in **Schedule A**, the Statement of Work, or **Schedule D**, Service Level Agreement.

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

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

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

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

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

(a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State:

- (i) endangers the value, integrity, or security of State Systems, State Data, or the State's facilities or personnel;
- (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or
- (iii) breaches any of its material duties or obligations under this Contract. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this **Section 16.1**, the State will issue a termination notice specifying whether Contractor must:

- (i) cease performance immediately. Contractor must submit all invoices for Services accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Services accepted by the State under this Contract, or
- (ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for public interest, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 16.2**.

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

pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, and transition costs.

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

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

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

16.3 Transition Responsibilities.

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

- (i) continuing to perform the Services at the established Contract rates;
- (ii) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee;
- (iii) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, and comply with **Section 22.5** regarding the return or destruction of State Data at the conclusion of the Transition Period; and
- (iv) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "**Transition Responsibilities**"). The Term of this Contract is automatically extended through the end of the Transition Period.

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

16.4 Termination by Contractor. Contractor may terminate this Contract including all associated Statements of Work, only if the following requirements are met: (a) the State does not comply with **Sections 5.1, 5.2(a), 5.2(b) or 13** or of this Contract and the State remains out of compliance with for a period of no less than 45 days (if the Prompt Payment statute, MCL 17.51 *et seq.*, has not been triggered and the dispute relates to non-payment of Fees); (b) the Parties have completed the Dispute Resolution process outlined in this Contract; (c) Contractor provides thirty (30) days written notice of its intention to terminate should the State not resolve Contractor's concerns ("State's Notice and Right to Cure Period"); and (d) the State does not resolve Contractor's concerns prior to expiration of the State's Notice and Right to Cure Period.

17. Indemnification

17.1 General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all third party actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification) ("Claims"), arising out of or relating to Contractor's (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable):

(a) material breach of the terms, promises, agreements, representations, warranties, or insurance requirements contained in this Contract;

(b) breach of its State Data obligations as set forth in Section 21, in this Contract;

(c) breach of the confidentiality obligations set forth in Section 22, Confidential information, in this Contract;

(d) any infringement, misappropriation, or other violation of any U.S. Intellectual Property Right or other right of any third party; and

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

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

(a) regular updates on proceeding status;

(b) participate in the defense of the proceeding;

(c) employ its own counsel; and to

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

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

18. Infringement Remedies.

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

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

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

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

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

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

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

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

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

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

19. Disclaimer of Damages and Limitation of Liability.

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

19.2 The State's Limitation of Liability. IN NO EVENT WILL THE STATE'S LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED ONE MILLION DOLLARS (\$1,000,000.00) PER OCCURRENCE. NOTWITHSTANDING THE FOREGOING, CONTRACTOR'S MAXIMUM LIABILITY TO THE STATE UNDER THIS CONTRACT SHALL NOT EXCEED FIVE MILLION DOLLARS (\$5,000,000.00) IN THE AGGREGATE OVER THE TERM OF THE CONTRACT. THE FOREGOING LIMITATION OF LIABILITY WILL NOT APPLY TO CLAIMS, ACTIONS, DAMAGES, LIABILITIES, OR FINES RELATED TO OR ARISING FROM THE STATE'S WILLFUL MISCONDUCT..

19.3 Contractor's Limitation of Liability. To the extent not prohibited by applicable law, Contractor's liability to the State under this Contract, regardless of the form of action, whether in contract, tort, negligence, or strict liability or otherwise, for any claim, including negligence claims, under this Contract shall not exceed one million dollars (\$1,000,000.00) per occurrence. NOTWITHSTANDING THE FOREGOING, CONTRACTOR'S MAXIMUM LIABILITY TO THE STATE UNDER THIS CONTRACT SHALL NOT EXCEED FIVE MILLION DOLLARS (\$5,000,000.00) IN THE AGGREGATE OVER THE TERM OF THE CONTRACT ("GENERAL LIMIT"). This General Limit will not apply to claims, actions, damages, liabilities or fines related to or arising from: (1) Contractor's breach of State Data obligations in **Section 21** or (2) Contractor's indemnification obligation for violations of a third party's intellectual property rights as set forth in **Section 17.1(d)** (hereinafter referred to as a "Super Cap Event"). Contractor's liability for claims alleging a Super Cap Event shall not exceed thirteen million dollars (\$13,000,000.00) in the aggregate during the term of the Contract ("Super Cap Limit"). The foregoing General Limit and Super Cap Limit shall not apply to: (1) Contractor's indemnification obligation for third party claims arising out of any bodily injury, death, or damage to real or tangible personal property in **Section 17.1(e)**, or (2) any claims, actions, damages, liabilities or fines relating to or arising from Contractor's gross negligence or willful misconduct.

20. Disclosure of Litigation, or Other Proceeding. As permitted by law, Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") directly involving this Contract or performance of its obligations by Contractor (including individuals associated with the performance of Contractor's obligations under this Contract), that arises during the term of the Contract, including:

(a) a criminal Proceeding;

- (b) a parole or probation Proceeding;
- (c) a Proceeding under the Sarbanes-Oxley Act;
- (d) a civil Proceeding involving:
 - (i) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or
 - (ii) a governmental or public entity's claim or written allegation of fraud; or
- (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

21. State Data.

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

- (a) User Data; and
- (b) any other data collected, used, Processed, stored, or generated in connection with the Services, including but not limited to 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.

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

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

- (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss;
- (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law;
- (c) keep and maintain State Data in the continental United States and
- (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent.

21.4 Discovery. To the extent permitted by law, Contractor will promptly notify the State upon receipt of any lawful subpoena or other lawful legal process which in any way might reasonably require access to State Data or the State's use of the Software and Hosted Services, if applicable. Contractor will notify the State Program Managers or their designees by telephone and also in writing. Contractor shall reasonably cooperate with the State in any lawful effort to protect State data or the State's use of the software and services. Contractor agrees to provide its completed responses that include State Data to the State with adequate time for State review, revision and approval, to the extent permitted by law.

21.5 Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach of this Contract on the part of Contractor that compromises or, in the event of highly suspicious activity on the

part of a potential bad actor that may compromise the security, confidentiality, integrity, or availability of PII 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 PII, Contractor must, as applicable:

- (a) notify the State as soon as practicable but no later than twenty-four (24) business hours of becoming aware of such occurrence;
- (b) cooperate with the State in investigating the occurrence, including making available relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise reasonably required by the State. In no event will Contractor be required to breach independent obligation of confidentiality to another party or waive attorney-client privilege to comply with Section 21.5(b);
- (c) in the case of PII:
 - (i) notify the affected individuals who comprise the PII as soon as practicable or as otherwise reasonably instructed by the State, but no later than is required to comply with applicable law=; or
 - (ii) Contractor will be responsible 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 as otherwise mutually agreed to by the parties;
- (e) perform or take any other actions required to comply with applicable law as a result of the occurrence;
- (f) pay for any reasonable costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, which shall be subject to the Super Cap Limit;
- (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State 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. Notification to affected individuals, as described above, must comply with applicable law, and, as may be appropriate, be written in plain language, not be tangentially used for any solicitation purposes, and contain, for example: 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, which names the State, sent to affected individuals prior to its delivery, so long as the State does not unreasonably withhold consent. 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, except that Contractor may make legally required notification to individuals and regulators without approval by the State.
- (i) Notwithstanding the foregoing, the parties acknowledge and agree that this section constitutes notice by Contractor to State of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to State shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service, or other occurrence and any combination of the above, so long as no such incident results in unauthorized loss of confidentiality, integrity, or availability of State Data or the contracted services.

21.6 The parties agree that any damages that Contractor agrees to be responsible for in Section 21 relating to a breach of **Section 21.5** are to be considered direct damages and not consequential damages. **Section 21** survives termination or expiration of this Contract.

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

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

- (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party;
- (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; or,
- (c) should reasonably be recognized as confidential information of the disclosing party.

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

- (d) in the possession of the State and subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- (e) already in the possession of the receiving party without an obligation of confidentiality;
- (f) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;
- (g) obtained from a source other than the disclosing party without an obligation of confidentiality; or,
- (h) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

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

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

- (a) the subcontractor is a Permitted Subcontractor;
- (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor’s responsibilities; and
- (c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State’s Confidential Information in confidence. At the State’s request, any of the Contractor’s and Permitted Subcontractor’s Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 22.2**.

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

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

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

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

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

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

23.3 Application. This **Section 23** applies to Contractor, and any Permitted Subcontractor that performs Services in connection with this Contract. To the extent a relevant Affiliate is requested by an auditor, working on behalf of the State, Contractor will reasonably include such affiliate in the audit.

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

(a) Free of charge during the Warranty Period.

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

25. Data Security Requirements. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor shall maintain policies and procedures, which it shall review, test and update, as appropriate, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of State Data and the Database, and which are measured against objective standards and controls. Contractor's Data security program shall comply with all applicable laws and regulations. Contractor's security program shall meet or exceed industry best practices, ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services, and account for known and reasonably anticipated risks and threats, and Contractor shall, on a continuous basis, monitor for new

threats. Contractor shall follow its security policies and procedures and Contractor will maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies as set forth in **Schedule E** to this Contract.

25.1 Data Security Program. Contractor's security program shall be in writing, and at a minimum, address the following areas:

- (a) Physical security inclusive of ensuring that physical access to facilities is restricted and controlled to allow access only to authorized personnel, and that such physical access is terminated when no longer needed;
- (b) Access control and management including the identification, authentication and control of access to, and use of, that Data, information, facilities, networks, computers and software including deactivation of credentials when no longer needed;
- (c) Appropriate logging and monitoring;
- (d) Virus and malicious software detection, response and eradication performed on a timely basis;
- (e) Network controls to prevent and detect malicious activities and segregate physical and logical access;
- (f) Procedures for appropriate retention, handling and destruction of information;
- (g) Appropriate backup, disaster recovery and business continuity plans including, for example, the ability to restore the availability and access to Data in a timely manner in the event of a physical or technical incident; and
- (h) Investigation and communication regarding Data breaches.

25.2 In the event of any inconsistency between Contractor's Data Security Program and the requirements set forth in Schedule E, the requirements of Schedule E will prevail. Contractor agrees that it at all times will remain compliance with Schedule E.

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

27. Maintenance Releases; New Versions

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

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

27.3 Installation. The State has no obligation to install or use any Maintenance Release or New Versions. If the State wishes to install any Maintenance Release or New Version, the State will have the right to have such Maintenance Release or New Version installed, in the State's discretion, by Contractor or other authorized party as set forth in a Statement of Work. Contractor will provide the State, at no additional charge, adequate Documentation for installation of the Maintenance Release or New Version, which has been developed and tested by Contractor and

Acceptance Tested by the State. The State's decision not to install or implement a Maintenance Release or New Version of the Software will not affect its right to receive Support Services throughout the Term of this Contract.

28. Source Code Escrow

28.1 Escrow Contract. The parties may enter into a separate intellectual property escrow agreement, which shall be at the sole expense of the State. Such escrow agreement and which will govern all aspects of Source Code escrow and release.

29. Contractor Representations and Warranties.

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

- (a) It is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
- (b) It has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;
- (c) The execution of this Contract by its Representative has been duly authorized by all necessary organizational action; and
- (d) When executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.
- (e) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.

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

- (a) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder to the RFP; and no attempt was made by Contractor to induce any other Person to submit or not submit a proposal for the purpose of restricting competition;
- (b) All written information furnished to the State by or for Contractor in connection with this Contract, including Contractor's Bid Response, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading;
- (c) Contractor is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract; and
- (d) If any of the certifications, representations, or disclosures made in Contractor's Bid Response change after contract award, the Contractor is required to report those changes immediately to the Contract Administrator.

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

- (a) it is the legal and beneficial owner of the entire right, title and interest in and to the Software, including all Intellectual Property Rights relating thereto;
- (b) it has, and throughout the license term, will retain the unconditional and irrevocable right, power and authority to grant and perform the license hereunder;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(n) If Contractor Hosted:

- (i) Contractor will not advertise through the Hosted Services (whether with adware, banners, buttons or other forms of online advertising) or link to external web sites that are not approved in writing by the State;
- (ii) the Software and Services will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Contract, including the Availability and Availability Requirement provisions set forth in the Service Level Agreement;
- (iii) all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully describe the Hosted Services in all material respects such that at no time during the Term or any additional periods during which Contractor does or is required to perform the Services will the Hosted Services have any material undocumented feature;

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

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

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

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

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

33. Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and Executive Directive [2019-09](#), Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive [2019-09](#)), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Contract.

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

35. Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Contractor must appoint an agent in Michigan to receive service of process.

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

37. Force Majeure

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

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

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

- (a) in no event will any of the following be considered a Force Majeure Event:
 - (i) shutdowns, disruptions or malfunctions of Hosted Services or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Hosted Services; or
 - (ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event.

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

38. Dispute Resolution. The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance. Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within fifteen (15) business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

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

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

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

42. Survival. The rights, obligations and conditions set forth in this **Section 42** and **Section 1** (Definitions), **Section 16.3** (Transition Responsibilities), **Section 17** (Indemnification), **Section 19** (Disclaimer of Damages and Limitations of Liability), **Section 21** (State Data), **Section 22** (Non-Disclosure of Confidential information), **Section 29** (Contractor Representations and Warranties), **Section 53** (Effect of Contractor Bankruptcy) and **Schedule C** Insurance, and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Contract, survives any such termination or expiration.

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

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

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

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

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

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

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

- (a) other states (including governmental subdivisions and authorized entities); and
- (b) State of Michigan employees.

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

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

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

46. Reserved.

47. Accessibility Requirements.

47.1 All Software developed under this Change Notice and not previously developed or provided by Contractor under this Contract, including associated content and documentation, must conform to WCAG 2.0 Level AA. Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for each product provided under the Contract. At a minimum, Contractor must comply with the WCAG 2.0 Level AA conformance claims it made to the State, including the level of conformance provided in any PAT. Throughout the Term of the Contract, Contractor must:

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

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

47.3 Warranty. Contractor warrants that all WCAG 2.0 Level AA conformance claims made by Contractor pursuant to this Contract, including all information provided in any PAT Contractor provides to the State, are true and correct. If the State determines such conformance claims provided by the Contractor represent a higher level of conformance than what is actually provided to the State, Contractor will, at its sole cost and expense, promptly remediate its Software to align with Contractor's stated WCAG 2.0 Level AA conformance claims in accordance with plans and timelines that are approved in writing by the State. If Contractor is unable to resolve such issues in a manner acceptable to the State, in addition to all other remedies available to the State, the State may terminate this Contract for cause under **Section 16.1**.

47.4 Subject to Section 17 (Indemnification) and Section 19 (Disclaimer of Damages and Limitation of Liability) above, 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 arising out of its failure to comply with the foregoing accessibility standards

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

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

49. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as creating any agency, partnership, joint venture or other form of joint

enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for nor bind the other party in any manner whatsoever.

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

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

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

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

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

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

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

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

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

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

SCHEDULE A - STATEMENT OF WORK

1. PURPOSE

Contractor will continue to maintain, support, host and, at State's request, enhance, the software systems listed in the table below. If needed, the parties will define future enhancements in separate statements of work and incorporate same into contract change notices.

System	Support & Maintenance	Hosting	Type of License
eCrash	Yes	Yes	Subscription License
eCitation	Yes	Yes	Subscription License
Legacy eDaily*	Yes	Yes	Not applicable
Legacy eAICS*	Yes	No	Not applicable
eDaily**	Yes	Yes	Perpetual License
eAICS**	Yes	Yes	Perpetual License

*Applicable prior to Production Event as defined in Section 5.1 of the Contract.

**Applicable starting on the Production Event as defined in Section 5.1 of the Contract.

Below is an itemization of Contractor's Core Framework and State-owned Work Product, respectively:

- **eCrash and eCitation.** The entire eCrash and eCitation solutions are Contractor's Pre-Existing Intellectual Property.
- **eDaily Solution.**
 - Currently, the Contractor's Core Framework is not applicable to the Legacy eDaily solution. The Legacy eDaily solution is considered State-owned Work Product.
 - Following successful completion of Contractor's refresh effort on the Legacy eDaily solution, the Contractor will retain Core Framework components for the eDaily solution as shown in the table below.
- **eAICS Solution.**
 - Currently, the Contractor's Core Framework is not applicable to the Legacy eAICS solution. The Legacy eAICS solution is considered State-owned Work Product.
 - Following successful completion of Contractor's refresh effort on the Legacy eAICS solution, the Contractor will retain the Core Framework components of the eAICS solution as shown in the table below:

Solution	LN-owned Core Framework	State-owned Work Product
eAICS & eDaily.	<ul style="list-style-type: none"> • Business rule templates • Engine and generators • Document management • Data searching • Reporting and Analytics • Mapping / geo-location services • Data capture • Validation • Notification and redaction tools, if applicable • System workflow and/or administration, including database access, auditing, transaction, usage logging, user security and function access controls, and case/transaction management functionality 	<ul style="list-style-type: none"> • Quality control (unit tests) • Data sharing and interfaces with external and local systems • Data extracts and redaction functionality, designed to facilitate data sharing and redaction specifications, if applicable • Michigan state-specific reports • Michigan XSD data transmittal process, as applicable • Michigan XSD business rules and report matching process, as applicable • Michigan state-specific training material developed under this Contract

2. IT ENVIRONMENTAL RESPONSIBILITIES

For Contractor-Hosted Systems:

Definitions:

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

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

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

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

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

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

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

Component Matrix	Identify contract components with contractor or subcontractor name(s), if applicable*
Facilities	LexisNexis Data Center
Infrastructure	LexisNexis Data Center
Platform	LexisNexis Data Center
Application	LexisNexis Data Center
Storage	LexisNexis Data Center
Backup	LexisNexis Data Center
Development	LexisNexis

* The table above reflects hosting for eCrash, eCitation, and eDaily. This is not applicable to eAICS, which is hosted by Saginaw County.

For State Hosted Systems:

Definitions:

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

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

Component Matrix	Disclose subcontractor name(s), if applicable*
Application	NA
Development	NA

* Not applicable. The eCrash, eCitation and eDaily solutions are hosted by Contractor (see table in previous section). The eAICS solution is hosted by Saginaw County.

3. ADA COMPLIANCE

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

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

Each PAT must state exactly how the product meets the specifications. All “Not Applicable” (N/A) responses must be fully explained. Contractor must address each standard individually and with specificity; and clarify whether conformance is achieved throughout the entire product (for example – user functionality, administrator functionality, and reporting), or only in limited areas. A description of the evaluation methods used to support WCAG 2.0 Level AA conformance claims, including, if applicable, any third-party testing, must be provided. For each product that does

not fully conform to WCAG 2.0 Level AA, Contractor must provide detailed information regarding the plan to achieve conformance, including timelines.

4. USER TYPE AND CAPACITY

Contractor's Solution must be able to meet the expected number of concurrent Users shown below. The Solution must be able to scale up or down without affecting performance.

System	Type of User	Access Type	Number of Users	Number of Concurrent Users
eCrash	State Employee	Admin	15	15
eCrash	State Employee	Read & Write	2100	350
eCitation	State Employee	Admin	15	15
eCitation	State Employee	Read & Write	2100	350
eDaily	State Employee	Admin	15	15
eDaily	State Employee	Read & Write	2100	350
eAICS	State Employee	Admin	15	15
eAICS	State Employee	Read & Write	2100	350

5. ACCESS CONTROL AND AUTHENTICATION

Access control and authentication will be covered in a future Contract Change Notice.

6. DATA RETENTION AND REMOVAL

The State will need to retain all data for the entire length of the Contract unless otherwise direct by the State. The State will need the ability to delete data, even data that may be stored off-line or in backups. The State will need to retrieve data, even data that may be stored off-line or in backups.

END USER AND IT OPERATING ENVIRONMENT

Contractor must support the current and future State standard environment. If enhancements to the Contractor systems are required, the Contractor will negotiate a reasonable scope, schedule, and cost with the State in good faith.

7. SOFTWARE

Unless modified herein, Contractor will continue to meet existing Software business, functionality and technical requirements. Contractor shall not use any software for services of any kind that is end of life, end of support, or is no longer supported (e.g., patching for security updates, updates to fix bugs, updates for new operating systems). Contractor will refresh software as mutually agreed upon by the State and Contractor. The software refresh effort will include the following areas: Operating System Compatibility, SQL Server Compatibility, and 3rd party libraries Compatibility.

Look and Feel Standards

If applicable, all software developed by the Contractor in the future must adhere to the State of Michigan Application/Site standards which can be found at <https://www.michigan.gov/standards>.

8. TRAINING SERVICES

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

9. DOCUMENTATION

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

10. CONTRACTOR PERSONNEL

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

Mary Roush 517-881-4142 Mary.Roush@lexisnexisrisk.com
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11. CONTRACTOR KEY PERSONNEL

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

Mary Roush 517-881-4142 Mary.Roush@lexisnexisrisk.com
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Contractor Security Officer. Contractor resource who is responsible to respond to State inquiries regarding the security of the Contractor's Solution. This person must have sufficient knowledge of the security of the Contractor Solution and the authority to act on behalf of Contractor in matters pertaining thereto.

Flavio Villanustre 770-752-3320 Flavio.villanustre@lexisnexisrisk.com
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12. CONTRACTOR PERSONNEL REQUIREMENTS

Background Checks. Contractor must present certifications evidencing satisfactory Michigan State Police Background checks, ICHAT, and drug tests for all staff identified for assignment to this project. In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project. Contractor will pay for all costs associated with ensuring their staff meets all requirements.

13. STATE RESOURCES/RESPONSIBILITIES

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

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

Jarrold Barron 517-249-0406 BarronJ1@michigan.gov

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

DTMB Program Manager

Gordon Mayes 517-204-8026 MayesG1@michigan.gov
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Agency Program Manager

Alan Renz 517-648-5871 RenzA1@michigan.gov
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14. MEETINGS

Contractor must continue to facilitate weekly update meetings (or more or less if determined necessary by the parties) to ensure ongoing support success.

15. PROJECT CONTROL & REPORTS

Contractor Project Manager will continue to provide monthly reports to the State's Program Manager detailing the following:

- Progress to complete milestones, if any, comparing forecasted completion dates to planned and actual completion dates
- Accomplishments during the reporting period, what was worked on and what was completed during the current reporting period
- Tasks planned for the next reporting period
- Existing issues which are impacting the system and the steps being taken to address those issues
- Any new risks and describe progress in mitigating high impact/high probability risks previously identified

16. PROJECT MANAGEMENT

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

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

SUITE Documentation

Where applicable, in managing its obligation to meet the above milestones and deliverables, the Contractor is required to utilize the applicable State Unified Information Technology Environment (SUITE) methodologies, or an equivalent methodology proposed by the Contractor. SUITE Documentation and requirements are applicable only to projects started under this or future Change Notices and are not applicable to systems previously provided to the State.

SUITE's primary goal is the delivery of on-time, on-budget, quality systems that meet customer expectations. SUITE is based on industry best practices, including those identified in the Project Management Institute's PMBoK and the

Capability Maturity Model Integration for Development. It was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management. It offers guidance for efficient, effective improvement across multiple process disciplines in the organization, improvements to best practices incorporated from earlier models, and a common, integrated vision of improvement for all project and system related elements.

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

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

17. ADDITIONAL INFORMATION

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

SCHEDULE B – PRICING

Cost Summary

Description	Maintenance	Hosting	Discount*	Total Cost to State
Base Contract Years				
October 1, 2022 – September 30, 2023	\$1,847,463	\$124,653	(\$50,000)	\$1,922,116
October 1, 2023 – September 30, 2024	\$1,847,463	\$124,653	(\$50,000)	\$1,922,116
October 1, 2024 – September 30, 2025	\$1,847,463	\$124,653	(\$50,000)	\$1,922,116
October 1, 2025 – September 30, 2026	\$1,847,463	\$124,653	(\$50,000)	\$1,922,116
October 1, 2026 – September 30, 2027	\$1,847,463	\$124,653	(\$50,000)	\$1,922,116
Base Years Subtotal	\$9,237,315	\$623,265	(\$250,000)	\$9,610,580
Option Years				
October 1, 2027 – September 30, 2028	\$1,847,463	\$124,653	(\$50,000)	\$1,922,116
October 1, 2028 – September 30, 2029	\$1,847,463	\$124,653	(\$50,000)	\$1,922,116
October 1, 2029 – September 30, 2030	\$1,847,463	\$124,653	(\$50,000)	\$1,922,116
October 1, 2030 – September 30, 2031	\$1,847,463	\$124,653	(\$50,000)	\$1,922,116
October 1, 2031 – September 30, 2032	\$1,847,463	\$124,653	(\$50,000)	\$1,922,116
Option Years Subtotal	\$9,237,315	\$623,265	(\$250,000)	\$9,610,580
TOTAL	\$18,474,630	\$1,246,530	(\$500,000)	\$19,221,160

*The total discount shown above is based upon the following discounts: a) regarding eCrash and eCitation, the Contractor will provide Michigan State Police with an enterprise-wide subscription that allows for use on an unlimited number of devices and vehicles owned by Michigan State Police. and the b) eAICS DBA resource.

Cost Breakdown by System

eCrash Costs

Description	Maintenance	Hosting	Discount	Total Cost to State
Base Contract Years				
October 1, 2022 – September 30, 2023	\$201,847	NA	(\$15,000)	\$186,847
October 1, 2023 – September 30, 2024	\$201,847	NA	(\$15,000)	\$186,847
October 1, 2024 – September 30, 2025	\$201,847	NA	(\$15,000)	\$186,847
October 1, 2025 – September 30, 2026	\$201,847	NA	(\$15,000)	\$186,847
October 1, 2026 – September 30, 2027	\$201,847	NA	(\$15,000)	\$186,847
Base Years Subtotal	\$1,009,235		(\$75,000)	\$934,235
Option Years				
October 1, 2027 – September 30, 2028	\$201,847	NA	(\$15,000)	\$186,847
October 1, 2028 – September 30, 2029	\$201,847	NA	(\$15,000)	\$186,847
October 1, 2029 – September 30, 2030	\$201,847	NA	(\$15,000)	\$186,847
October 1, 2030 – September 30, 2031	\$201,847	NA	(\$15,000)	\$186,847
October 1, 2031 – September 30, 2032	\$201,847	NA	(\$15,000)	\$186,847
Option Years Subtotal	\$1,009,235		(\$75,000)	\$934,235
TOTAL	\$2,018,470		(\$150,000)	\$1,868,470

*The discount shown above is based on a crash – enterprise-wide subscription discount which allows for use on an unlimited number of devices and vehicles owned by Michigan State Police.

eCitation Costs

Description	Maintenance	Hosting	Discount	Total Cost to State
Base Contract Years				
October 1, 2022 – September 30, 2023	\$201,847	NA	(\$15,000)	\$186,847
October 1, 2023 – September 30, 2024	\$201,847	NA	(\$15,000)	\$186,847
October 1, 2024 – September 30, 2025	\$201,847	NA	(\$15,000)	\$186,847
October 1, 2025 – September 30, 2026	\$201,847	NA	(\$15,000)	\$186,847
October 1, 2026 – September 30, 2027	\$201,847	NA	(\$15,000)	\$186,847
Base Years Subtotal	\$1,009,235		(\$75,000)	\$934,235
Option Years				
October 1, 2027 – September 30, 2028	\$201,847	NA	(\$15,000)	\$186,847
October 1, 2028 – September 30, 2029	\$201,847	NA	(\$15,000)	\$186,847
October 1, 2029 – September 30, 2030	\$201,847	NA	(\$15,000)	\$186,847
October 1, 2030 – September 30, 2031	\$201,847	NA	(\$15,000)	\$186,847
October 1, 2031 – September 30, 2032	\$201,847	NA	(\$15,000)	\$186,847
Option Years Subtotal	\$1,009,235		(\$75,000)	\$934,235
TOTAL	\$2,018,470		(\$150,000)	\$1,868,470

*The discount shown above is based upon the following: the Contractor will provide Michigan State Police with an enterprise-wide subscription that allows for use on an unlimited number of devices and vehicles owned by Michigan State Police.

eDaily Costs

Description	Maintenance	Hosting	Discount	Cost to State
Base Contract Years				
October 1, 2022 – September 30, 2023	\$604,054	N/A	N/A	\$604,054
October 1, 2023 – September 30, 2024	\$604,054	N/A	N/A	\$604,054
October 1, 2024 – September 30, 2025	\$604,054	N/A	N/A	\$604,054
October 1, 2025 – September 30, 2026	\$604,054	N/A	N/A	\$604,054
October 1, 2026 – September 30, 2027	\$604,054	N/A	N/A	\$604,054
Base Years Subtotal	\$3,020,270	N/A	N/A	\$3,020,270
Option Years				
October 1, 2027 – September 30, 2028	\$604,054	N/A	N/A	\$604,054
October 1, 2028 – September 30, 2029	\$604,054	N/A	N/A	\$604,054
October 1, 2029 – September 30, 2030	\$604,054	N/A	N/A	\$604,054
October 1, 2030 – September 30, 2031	\$604,054	N/A	N/A	\$604,054
October 1, 2031 – September 30, 2032	\$604,054	N/A	N/A	\$604,054
Option Years Subtotal	\$3,020,270	N/A	N/A	\$3,020,270
TOTAL	\$6,040,540	N/A	N/A	\$6,040,540

eAICS Costs

Description	Maintenance	Hosting	Discount	Cost to State
Base Contract Years				
October 1, 2022 – September 30, 2023	\$839,715	\$124,653	(\$20,000)	\$944,368
October 1, 2023 – September 30, 2024	\$839,715	\$124,653	(\$20,000)	\$944,368
October 1, 2024 – September 30, 2025	\$839,715	\$124,653	(\$20,000)	\$944,368
October 1, 2025 – September 30, 2026	\$839,715	\$124,653	(\$20,000)	\$944,368
October 1, 2026 – September 30, 2027	\$839,715	\$124,653	(\$20,000)	\$944,368
Base Years Subtotal	\$4,198,575	\$623,265	(\$100,000)	\$4,721,840
Option Years				
October 1, 2027 – September 30, 2028	\$839,715	\$124,653	(\$20,000)	\$944,368
October 1, 2028 – September 30, 2029	\$839,715	\$124,653	(\$20,000)	\$944,368
October 1, 2029 – September 30, 2030	\$839,715	\$124,653	(\$20,000)	\$944,368
October 1, 2030 – September 30, 2031	\$839,715	\$124,653	(\$20,000)	\$944,368
October 1, 2031 – September 30, 2032	\$839,715	\$124,653	(\$20,000)	\$944,368
Option Years Subtotal	\$4,198,575	\$623,265	(\$100,000)	\$4,721,840
TOTAL	\$8,397,150	\$1,246,530	(\$200,000)	\$9,443,680

*The discount shown above reflects the eAICS DBA resource.

Cost Assumptions

Pricing shown above does not include the cost of enhancing the current systems to comply with requirements beyond Contract Number 071B5500023 Change Notice Number 27 which expires on September 30, 2022. Should additional system requirements be needed, the Contractor will propose a reasonable Scope of Work, schedule/timeline and price.

Additionally, pricing above does not include performance of an ATO for the legacy system.

Optional Future Work Hourly Rate

Contractor will charge State an hourly rate of \$150 per hour for future work.

SCHEDULE C - INSURANCE SCHEDULE

Required Coverage.

1.1 **Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (i) protect the State from claims that arise out of, are alleged to arise out of, or otherwise result from Contractor's or subcontractor's performance; (ii) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (iii) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate Limit	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Accident	Policy must: (1) be endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
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.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Claim \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

1.2 If any required policies provide claims-made coverage, the Contractor must: (i) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Services; (ii) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Services; and (iii) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

1.3 Contractor must: (i) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (ii) require that subcontractors maintain the required insurances contained in this Section; (iii) notify the Contract Administrator within five (5) business days if any policy is cancelled; and (iv) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

1.4 This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

SCHEDULE D - SERVICE LEVEL AGREEMENT – CONTRACTOR HOSTED SYSTEMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Support Hours**” means 24/7/365 for Critical Service Errors and 8:00am – 5:00pm Eastern Time for all other Support Requests.

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

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

1. Service Availability and Service Availability Credits.

1.1 Availability Requirement. Contractor will make the Hosted Services and Software Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a “**Service Period**”), at least 99.9% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the “**Availability Requirement**”). “**Available**” means the Hosted Services and Software are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. “**Availability**” has a correlative meaning. The Hosted Services and Software are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services and Software, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: $(\text{Actual Uptime} - \text{Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception}) \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception}) \times 100 = \text{Availability}$.

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

- (a) Failures of the State's or its Authorized Users' internet connectivity;
- (b) Scheduled Downtime as set forth in **Section 3.3**.

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

1.4 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 five (5) seconds for 98% of all transactions. Software Response Time will be measured from the time that the Contractor's web server receives the request.

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

1.6 Remedies for Service Availability Failures.

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

Availability	Credit of Fees
≥99.9%	None
<99.9% but ≥99.0%	7.5%
<99.0% but ≥95.0%	25%
<95.0%	50%

(b) Any Service Availability Credits due under this **Section 3.6** will be applied in accordance with payment terms of the Contract.

(c) If the actual Availability of the Hosted Services and Software is less than the Availability Requirement in any two (2) of four (4) consecutive Service Periods, then, in addition to all other remedies available to the State, the State may terminate the Contract on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

2. Support and Maintenance Services. Contractor will provide IT Environment Service and Software maintenance and support services (collectively, "**Software Support Services**") in accordance with the provisions of this **Section 4**. The Software Support Services are included in the Services, and Contractor may not assess any additional fees, costs or charges for such Software Support Services.

2.1 Support Service Responsibilities. Contractor will:

(a) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;

(b) provide unlimited telephone support 8 a.m to 5 p.m. Eastern, Monday through Friday Support Hours (Other),

(c) provide unlimited online support 24 hours a day, seven days a week;

(d) for future non-legacy software made available through Hosted Services, provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and

(e) respond to and Resolve Support Requests as specified in this **Section 4**

2.2 Service Monitoring and Management. Contractor will continuously monitor and manage the Hosted Services and Software to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management includes:

(a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;

(b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and

(c) if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein):

(i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;

(ii) If Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 4.4**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and

- (iii) Notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

2.3 Service Maintenance. Contractor will continuously maintain the Hosted Services and Software to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services include providing to the State and its Authorized Users:

- (a) all updates, bug fixes, enhancements, Maintenance Releases, New Versions and other improvements to the Hosted Services and Software, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; provided that Contractor shall consult with the State and is required to receive State approval prior to modifying or upgrading Hosted Services and Software, including Maintenance Releases and New Versions of Software; and
- (b) all such services and repairs as are required to maintain the Hosted Services and Software or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services and Software, so that the Hosted Services and Software operate properly in accordance with the Contract and this Schedule.

2.4 Support Service Level Requirements. Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 4.4 ("Support Service Level Requirements")**, and the Contract.

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

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

2.6 Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. **"Resolve"** (including **"Resolved"**, **"Resolution"** and correlative capitalized terms) means that, as to any Service Error, Contractor has provided the State the corresponding Service Error correction and the State has confirmed such correction and its acceptance thereof. Contractor will respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
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Critical Service Error	<p>2 hours</p> <p>The State shall submit a Support Request by telephone using the Point of Contact Escalation chart provided. Once the State has spoken to one of the Contacts listed, the State shall submit a follow-up email to Contractor, and Contractor shall acknowledge receipt of the Support Request via email to the State within two (2) hours of receipt of the email as provided above.</p>	<p>8 hours</p> <p>Contractor shall resolve the Support Request as practicable and no later than eight (8) hours after Contractor's receipt of the Support Request.</p> <p>If the State and Contractor agree to resolve the Support Request by way of a work-around, the severity level assessment will be reduced to a High Service Error, until a permanent solution is agreed upon by both parties.</p> <p>This "work around" will be agreed upon by both parties in writing prior to implementation.</p> <p>The Contractor will provide any training updates on end user functionality, due to the "work around" to the State.</p>	<p>2.5% of the Fees for the month in which the initial Service Level Failure begins and two point five percent (2.5%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system or application developed by the contractor and built for use or licensed by State or designee.</p> <p>These hours will be calculated at \$150 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for the applications.</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>	<p>2.5% of the Fees for the month in which the initial Service Level Failure begins and two point five percent (2.5%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system or application developed by the contractor and built for use or licensed by State or designee.</p> <p>These hours will be calculated at \$150 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for the applications.</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>
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High Service Error	<p>1 day</p> <p>The State shall submit a Support Request by telephone using the Point of Contact Escalation chart provided. Once the State has spoken to one of the Contacts listed, the State shall submit a follow up email to Contractor, and Contractor shall acknowledge receipt of the support request via email to the State.</p> <p>Contractor will provide:</p> <p>a. The State receipt of the acceptance of a "Critical Service Error" work-around within twenty-four (24) hours of receipt of the email from the State as provided above, which allows the State to confirm that they have accepted a work around.</p> <p>b. The State with confirmation of receipt of a "High Service Error" level support request within twenty-four (24) hours from the time Contractor receives the email from the State as provided above.</p>	<p>2 days</p> <p>Contractor shall resolve the Support Request as soon as practicable and no later than two (2) Business Days after the State's written acceptance of a "Critical Service Error" work-around or the Contractor's receipt of the Support Request, where applicable.</p>	<p>1% of the Fees for the month in which the initial Service Level Failure begins and one percent (1%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system or application developed by the contractor and built for use or licensed by State or designee.</p> <p>These hours will be calculated at \$150 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for the applications.</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>	<p>1% of the Fees for the month in which the initial Service Level Failure begins and one percent (1%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains unresolved, which amount will thereafter double for each additional one-hour increment.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system or application developed by the contractor and built for use or licensed by State or designee.</p> <p>These hours will be calculated at \$150 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for the applications.</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>
Medium Service Error	Three (3) hours	Two (2) Business Days	N/A	N/A
Low Service Error	2 days	3 weeks +	N/A	N/A

2.7 Escalation. With respect to any Critical Service Error Support Request, until such Support Request is Resolved, Contractor will escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Contractor support personnel, including, as applicable, the Contractor Project Manager and Contractor's management or engineering personnel, as appropriate.

2.8 Support Service Level Credits. Failure to achieve any of the Support Service Level Requirements for Critical and High Service Errors will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section 4.4(b) ("Service Level Credits")** in accordance with payment terms set forth in the Contract.

2.9 Corrective Action Plan. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, Contractor will promptly investigate the root causes of these Service Errors and provide to the State within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the State's review, comment and approval, which, subject to and upon the State's written approval, shall be a part of, and by this reference is incorporated in, the Contract as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan must include, at a minimum: (a) Contractor's commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no additional charge for Contractor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

3. Data Storage, Backup, Restoration and Disaster Recovery. Contractor must maintain or cause to be maintained backup redundancy and disaster avoidance and recovery procedures designed to safeguard State Data and the State's other Confidential Information, Contractor's Processing capability and the availability of the IT Environment Services and Software, in each case throughout the Term and at all times in connection with its actual or required performance of the Services hereunder. All backed up State Data shall be located in the continental United States. The force majeure provisions of this Contract do not limit Contractor's obligations under this section.

3.1 Data Storage. Contractor will provide sufficient storage capacity to meet the needs of the State at no additional cost.

3.2 Data Backup. Contractor will conduct, or cause to be conducted, daily back-ups of State Data and perform, or cause to be performed, other periodic offline back-ups of State Data on at least a weekly basis and store and retain such back-ups as specified in **Schedule A**. Contractor must, within five (5) Business Days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of State Data in the format specified by the State.

3.3 Data Restoration. If the data restoration is required due to the actions or inactions of the Contractor or its subcontractors, Contractor will promptly notify the State and complete actions required to restore service to normal production operation. If requested, Contractor will restore data from a backup upon written notice from the State. Contractor will restore the data within one (1) Business Day of the State's request. Contractor will provide data restorations at its sole cost and expense.

3.4 Disaster Recovery. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of four hours, and a Recovery Time Objective (RTO) of four hours (the "**DR Plan**"), and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. Contractor's current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan are attached as **Schedule F**. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance. Contractor will provide the State with copies of all such updates to the Plan within fifteen (15) days of its adoption by Contractor. All updates to the DR Plan are subject to the requirements of this **Section 6**; and provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after Contractor's receipt or preparation. If Contractor fails to reinstate all material Hosted Services and Software within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Contract, in its sole discretion, immediately terminate this Contract as a non-curable default.

SCHEDULE D, Attachment 1 – Contact List

The State is able to process Support Requests through a dedicated email address shown below.

Support.MiStatePolice@lexisnexisrisk.com

To escalate issues, the first person to contact is Mary Roush, shown below.

1 st Contact Escalation	Mary Roush Consulting Manager Ph: (517) 881-4142
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The persons in successively more experienced positions to provide support sought are listed below.

2 nd Contact Escalation	Tim Bingham Senior Director, Consulting Ph: (502) 905-0251
3 rd Contact Escalation	Jason LaRue Associate Vice President, Coplogic Vertical Ph: (317) 201-9546

SCHEDULE E – DATA SECURITY REQUIREMENTS

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

“**Contractor Security Officer**” has the meaning set forth in **Section 2** of this Schedule.

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

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

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

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

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

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

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

“**Security Accreditation Process**” has the meaning set forth in **Section 6** of this Schedule

2. Security Officer. Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Hosted Services who has sufficient knowledge of the security of the Hosted Services and the authority to act on behalf of Contractor in matters pertaining thereto (“**Contractor Security Officer**”).

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

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

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

This responsibility also extends to all service providers and subcontractors with access to State Data or an ability to impact the contracted solution. Contractor responsibilities are determined from the PSPs based on the services being provided to the State, the type of IT solution, and the applicable laws and regulations.

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

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

5.1 If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 16.1** of the Contract;

5.2 for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs. Existing Hosted Services for legacy applications will continue to use current auditing methods to maintain compliance;

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

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

5.5 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable such as FISMA, NIST, CMS, IRS, FBI, SSA, FERPA and PCI requirements as applicable);

5.6 take all reasonable measures to:

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

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

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

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

mechanisms. Existing Hosted Services for legacy applications will continue to use current authentication mechanisms;

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

6. Security Accreditation Process. Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls within two weeks of the State's request. After the initial authority to operate (ATO) has been received, the Security Accreditation Process will be limited to 80 hours per year at no additional cost to the State. The State will promptly provide final copies of all relevant Security Accreditation Process and System Security Plan materials to Contractor, upon request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system's controls will be required to receive and maintain ATO. All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames based on the risk level of the identified risk. For all findings associated with the Contractor's solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs and perform related remediation activities. For avoidance of doubt, POAM's will be resolved at no additional cost to the State and resolution will not count toward the 80-hour limit set forth above. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

7. Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through the Hosted Services or otherwise, without the State's express prior written authorization or as required to perform Contractor's obligations under the Contract. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State-hosted systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

8. Security Assessments.

8.1 During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.

8.2 Without limiting any other assessment rights of the State, the State has the right to review information regarding Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. On-site assessments are available at Contractor facilities only and not through cloud hosting providers. The State, at its own expense, is entitled to perform, or to have performed, an on-site assessment of information regarding Contractor's data privacy and information security program. If the State chooses to perform an on-site assessment, Contractor will, make records, appropriate personnel and relevant materials available during normal business hours for inspection and assessment by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least thirty (30) Business Days prior notice of any such assessment; (ii) undertakes such an assessment no more than once per calendar year, except for good cause shown; (iii) limits State on-site access for such assessments to 5 business days per calendar year; provided, however, that any time necessary to remediate issues found will not be included in the five business days per calendar year limitation, (iv) provides prior notice of the scope of assessment; and (v) conducts or causes to be conducted such assessment 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

assessments, which shall, at the State's option and request, include security tests, of any and all Hosted Services and their housing facilities and operating environments. Security assessments will be limited to 80 hours per year at no additional cost to the State. Any time that is needed to remediate issues found will not count toward the 80-hour limit set forth above.

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

8.4 With respect to State Data in Contractor provided systems, Contractor must implement any required safeguards as identified by the State or by any assessment of Contractor's data privacy and information security program.

8.5 The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section 8**.

9. Application Scanning. During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate and validate all vulnerabilities identified by the scans as required by the State Secure Web Application and other applicable PSPs.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

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

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

9.2 Static Application Security Testing (SAST) - Scanning Source Code for vulnerabilities, analysis, remediation, and validation.

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

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

(a) For Software that includes third party and open source software, all included third party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third party and open source software initially, for all updated third party and open source software, and for all third party and open source software in each major release and Contractor must provide the State a vulnerability assessment after Contractor has completed the required scans if not provided as part of SAST and/or DAST reporting.

9.4 In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified by the State.

(a) If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).

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

10. Infrastructure Scanning.

10.1 For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and provide a scan summary which includes number of open vulnerabilities by severity and monthly age. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State's PSPs.

11. Nonexclusive Remedy for Security Breach.

11.1 Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

SCHEDULE E, Attachment 1
FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE
INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal

Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION
SERVICES SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

SCHEDULE F - DISASTER RECOVERY PLAN

For Hosted Systems, Contractor has developed a Business Continuity Plan to address how we respond to events that could lead to business disruptions. Since the timing and impact of disasters and disruptions are unpredictable, our Business Continuity Plan is designed to allow the greatest amount of flexibility possible in responding to events, while minimizing the impact of such incidents on our customers. The Disaster Recovery Program includes key components of Communication, Disaster Prevention, Disaster Recovery, and Testing actions. These components ensure a robust program of preparation, response and restoration of all data, application programs, and systems housed in its Data Centers.

The eAICS system is hosted by Saginaw County, Michigan. Contractor will share responsibilities for Business Continuity and Disaster Recovery (mentioned above) with Saginaw County.

Contractor has provided a copy of the DR Plan to the State under separate cover and agrees to be bound by it. The parties understand that when the systems are migrated to Amazon Web Services, a revised DR Plan will be provided to the State at that time under separate cover. Contractor's DR Plan shall be Confidential Information and is exempt from disclosure under FOIA.

SCHEDULE G – TRANSITION PLAN

Should the State decide to transition away from Contractor managing the eCrash/eCitation, eDaily or eAICS systems, Contractor will collaborate with the State to support the transition. Contractor anticipates that the transition tasks will align with the following:

eCrash and eCitation Transition Tasks

eCrash and eCitation are Contractor-owned licensed products. If the State wishes to transition away from Contractor support and maintenance, then Contractor will supply the State with all State-owned data. State-owned data will be provided to the State by the Contractor at no additional cost to the State. Contractor will provide the State-owned data within 60 days.

eDAILY and eAICS Transition Tasks *(estimated timeline: first 30 days)*

- For all State-owned systems, Contractor will provide the following transition tasks:**Application Software Tasks.** Contractor will:
 - Schedule meetings with the State to review the following:
 - Software Architecture
 - Application Code Review
 - Batch Jobs Code Review
 - Software Deployment Environments
 - Development
 - Staging
 - Production
 - Deployment Strategies
 - Source Control Library
 - Operating System Requirements
 - Deliver documentation outlining the software architecture
 - Deliver a copy of the source library to the State
 - Assist the State's Software Engineering Team with configuring their Source Control Library
 - Assist the State's Software Engineers with configuring their local development environments and application deployment processes
- **Database Administration Tasks.** Contractor will:
 - Schedule meetings with the State's Database Administrators to review the following:
 - Database Schema and Table Structures
 - Database Programming Architecture (Stored Procedures, Functions and Triggers)
 - Overview of Database Environments
 - Development
 - Staging
 - Production
 - Database User Administration
 - Backup and Recovery
 - Database optimization and tuning
 - Network Environment
 - Deliver database diagrams and data dictionary
 - Assist the State's Database Administrators with configuring administrative user accounts
 - Assist the State's Database Administrators with configuring their local database management environment
- **Project Management Tasks.** Contractor will:
 - Schedule meetings with the State's Project Management Team to review the following:
 - Project Document Library
 - Scrum Management Tool (Azure DevOps, JIRA)
 - Outstanding Project Deliverables and Timelines
 - Deliver the document library to the Project Management Team

- Assist with transitioning the outstanding project deliverables and open backlog items
- Assist the Project Management Team with configuring their Scrum Management Tool
- **Technical Support Tasks.** Contractor will:
 - Schedule meetings with Contractor and the State's Technical Support staff to review the following:
 - Outline the most common support tasks and resolutions
 - Outline daily, weekly and monthly application maintenance tasks
 - Debugging, optimization and tuning tasks
 - Deliver documentation outlining problem and issue resolution
 - Deliver documentation outlining daily, weekly and monthly maintenance tasks
 - Assist the State's Technical Support Staff to configure the local administrative tools needed to support the application
- **Application Administration and Training Tasks.** Contractor will:
 - Schedule meetings with the State's Application Administrators to review the following:
 - Code File Administration
 - Roll and Workflow Administration
 - User administration
 - Rollout and Training
 - Deliver documentation outlining how to administer code files, users, rolls and workflow.
 - Deliver documentation outlining rollout and training procedures

Transition Tasks (*estimated timeline: 30-60 days*)

Software, Database, Technical, Application and Project Management Support functions will be turned over to the State after the first 30 days. Contractor staff will be made available for the next 30 days to assist each of these functional areas to ensure a smooth transition process.



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 **33**
 to
 Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS COPLOGIC SOLUTIONS, INC	STATE	Program Manager	Various	MSP
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Mary Roush		Contract Administrator	Jarrod Barron	DTMB
	517-881-4142			(517) 249-0406	
	mary.roush@lexisnexisrisk.com			barronj1@michigan.gov	
	VS0091805				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 14, 2014	September 13, 2015	5 - 1 Year		September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$18,213,108.26	\$845,250.00		\$19,058,358.26	
DESCRIPTION				
Effective 6/28/2022, the parties add \$845,250.00 for the eAICS re-platform and priority enhancement services detailed in the attached statement of work. Available Ad Board funds after this change notice is \$249,999.99. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency DTMB Procurement and State Administrative Board approval on 6/28/2022.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov
MSP	Steven Horwood	248-584-5758	HorwoodS@Michigan.gov



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

Project Title: eAICS Re-platform and Priority Enhancements	Period of Coverage:
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 5/6/22
Agency Project Manager: F/Lt. Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

LexisNexis Coplogic Solutions (“Coplogic”) currently provides Michigan State Police (MSP) with several statewide public safety solutions that include functionality for eCrash, eCitation, eDaily, and eAICS (Electronic Automated Incident Capture System).

MSP has elected to exercise the software refresh option identified in Change Notice 7, Section III for the eAICS solution, which was implemented at MSP by Coplogic in 2016.

In addition, over the past several years change requests related to eAICS have been captured. Some of these requests are a result of feedback from the department members, while others are requests initially identified during the eAICS build that were deferred by MSP. Fourteen of these requests have been identified for completion in conjunction with the work to re-platform the system.

PROJECT OBJECTIVE:

MSP has requested Coplogic upgrade eAICS to a more technologically relevant system in order to better meet the needs of the Department. The new solution will conform to current CopLogic project standards and leverage best practices honed through the development of fourteen statewide solutions across the country. Expected benefits of the re-platform and the enhancements identified include:

- Improved reliability and statistical reporting to support inquiries.
- Maximization of efficiencies, such as a single point of entry and data sharing among modules.
- Enhanced support of the mobile environment.

Specific functionality for the enhancements is outlined in detail below.

SCOPE OF WORK:

The eAICS application will be upgraded to a new technology platform and include development of fourteen enhancements identified by MSP. The project will also include data migration of records from eAICS to the new platform.

Project Approach

The re-platform project will adhere to the Coplogic Business Project Management Office workflow, which incorporates the five main project phases of Initiating, Planning, Executing, Monitoring & Controlling, and Closing. The **Initiation** phase will be completed with the finalization of this Statement of Work (SOW).

During the upcoming **Planning** phase, specific work for each of these subsequent phases will be identified in a project plan developed and agreed to by the parties.

The development process for this project will follow Agile Methodology. The Execution phase along with the Monitoring and Controlling phase are conducted simultaneously. The development for the project will occur within the **Execution** phase and includes the following activities:

1. Requirement Definition
 - a. Details obtained via collaborative Joint Application Development (JAD) sessions as well as through documentation by MSP (process flows, etc.)
 - b. Requirements captured as User Stories in a “product backlog” within the online collaboration tool used by Coplogic to track and plan all work.
 - c. For traceability, each User Story will be tied to a contractual requirement.
2. Requirement Approval
 - a. Prior to any development work that utilizes business logic, MSP will review and approve each of the documented requirements.
 - b. The specific methodology used for recording approval will be agreed to by the parties.
3. System Development
 - a. Product progresses in a series of “sprints” that will be 3 weeks in length.
 - b. Planning for each sprint will be a joint activity that follows the overall priority defined in the project plan.
 - c. Demonstrations will be conducted (as appropriate) following each sprint.
4. Quality Assurance Testing
 - a. Coplogic will perform testing of work items within each sprint.
 - b. Following the sprint end, work items will be reviewed for conformity to requirements by the Coplogic Consulting Manager or Business Analyst.

The following activities will occur within the **Monitoring and Controlling** phase:

1. Training
 - a. Coplogic will provide training to MSP staff participating in User Acceptance Testing (UAT).
 - b. “Train the trainer” sessions will be conducted for MSP staff designated to train law enforcement statewide.
2. MSP User Acceptance Testing (UAT)
 - a. Once the new solution has been made available to MSP for testing in a UAT environment, code deployments will be completed at an interval agreed to by the parties.
 - b. Story and feature level testing will be conducted, as appropriate, after the development for a sprint is completed.
 - c. Any issues found by either party during testing will be recorded in the online collaboration tool used by Coplogic to track and plan all work.
 - d. MSP shall have 15 business days to test and report issues following a UAT deployment.
 - e. Prioritization of issue resolution will be done collaboratively between the parties, with an understanding that MSP may determine that certain issues are resolved after go-live.
 - f. Data migration will also be made available for MSP review in the UAT environment.
 - g. Regression testing will be scheduled at the completion of all development work and will include the full application.
3. Deployment (Go-live)
 - a. Following remediation of issues identified during the system testing or the migration testing, MSP will be asked for sign-off to proceed with the production deployment.
 - b. Coplogic will perform final data migration activities to cut MSP over to the new system.

The following activities will occur within the **Closing** phase:

1. Project Transition Activities
 - a. Determine status reporting and meeting cadence
 - b. Set software release schedule
2. Complete Lessons Learned Exercise

Technical / Environment

- There will be two components of the solution developed for MSP:
 - Rich Client:
 - System downloaded to user machines that will support base functionality while the user is either offline or online.
 - This component requires Windows to function (pc based).
 - Web portal:
 - Application available via the internet for workflow processing and other functionality performed by users operating in a connected environment.
 - This component can be utilized on any device with access to either a Chrome or MS Edge web browser with a minimum version of 60.
 - The software will utilize responsive design practices to ensure the application is accessible via a mobile device.

The determination regarding what functionality needs to be included of each of these components will be based on agreement between the parties.

- Minimum System Requirements:
 - Windows 10 (version 1809 or higher) or Windows 11
 - Intel i5 or i7
 - 16GB RAM
 - 500GB Hard Drive
- The solution will be hosted in the AWS GovCloud, which is described in Change Notice 30.
- The solution will integrate with the State's IT Identity and Access Management environment (MICJIN) for user authentication. Local agency users will continue to utilize their existing authentication method.

Business Requirements – Re-platform

Coplogic will develop and implement a wizard-based data entry tool to replace the current form-based collection tool. In addition, the eAICS database will be rearchitected for improved system performance and reliability. This upgrade will enable additional statistical reporting that will be responsive to the needs of MSP.

The requirements for the re-platform are categorized as follows and will match the functionality that exists in eAICS currently.

- Incident Management functions
- Grant Activity Reporting (GAR)
- Incident Management Workflow
- Case Management
- Property Management
- Michigan Incident Crime Reporting (MICR), Law Enforcement Information Network (LEIN)/ National Crime Information Center (NCIC) and Statewide Records Management System (SRMS) integrations
- Reports (Non-GAR)
- Administration

Detailed requirements for the re-platform can be found in Appendix A.

Data Migration

Existing eAICS records will be converted to the new platform.

- All pertinent records within the eAICS database (including GAR) and any related iyeTek database tables impacted by the re-platform will be converted.
- As Coplogic will have access to and knowledge of both the legacy and the new database, the data mapping process will be initiated by that team.
- Coplogic will work with MSP to define rules used to migrate the data, such as how each status will be converted and how to handle deleted records.
- MSP will determine if any records should be excluded from the conversion based on data retention guidelines.
- MSP will be responsible for approving any data mapping/conversion that may be required.
- Configuration values and User Permissions will be migrated.
- Multiple runs of the data migration are anticipated to allow for corrections to conversion programs based on MSP data review. The number of runs will be limited to 3 unless otherwise agreed to by the parties.
- The parties will work together to determine an approach that will minimize down time for the field.
- This migration will convert data from the eAICS AWS database to the new AWS database.

Assumptions

- As the current contract is set to expire on 9/30/2022, Coplogic is operating under the assumption that the new contract (Useful Life Extension) will be signed by MSP. If there is any indication that the contract will not be signed, Coplogic will cease all work on the project until an agreement can be reached.
- Coplogic understands that completion of the ATO Process / Security Risk Assessment will be required as a part of this project and will make every effort to plan for inclusion of necessary components within the software. If items are identified that require substantial changes to the software, they will be included on the remediation plan, as agreed upon by all parties.
- This SOW addresses only eAICS functionality unless otherwise stated.
- The eDaily re-platform will be addressed in a subsequent SOW.
- For existing features, the screen will “look” different however, the data captured and validation rules will not change unless mutually agreed upon by the parties.
- Regarding data captured, any additional fields identified during the JAD sessions that MSP chooses to add to the database will be covered via a separate SOW(s) and the timeline adjusted as appropriate.
- If any enhancements are identified as out of scope during the JAD sessions, a separate SOW(s) will be generated and the timeline adjusted as appropriate.
- For any functionality that requires integration with a third party (SRMS, DTMB, etc.), the parties agree that the timeline for that integration may be adjusted based on the third party’s ability to complete the work.
- SRMS integration will need to be refactored by both Coplogic and the SRMS vendor as the methodology currently in place will no longer be utilized.
- Coplogic and MSP will agree upon any deadlines and / or resource requirements necessary to meet the project timelines.
- Existing eAICS and eDaily functionality:
 - No new enhancements will be completed to the existing eAICS or eDaily module during this project except for bug fixes, legislative changes and MICR updates. All other changes identified follow a change control process.
 - Any changes that are not bug fixes, legislative changes or in support of MICR will put the project timeline at risk.
- The project go-live for the work outlined within this document will be completed by the end of March 2024. Any changes to scope will follow the change control process agreed upon by both parties.

Business Requirements – Priority Enhancements

1. Case management shows inactive users (Appendix B 2.2)

Business Need: Users need to have the ability to see incidents where either the primary or secondary officer is inactive at a post. This will support the transfer of incidents to an officer that is currently active within the post. Definition of an inactive user is a person no longer active at a post (ORI). This is on a post level and not if they have an active account in the system. A user can be assigned to multiple ORI's.

Requirements:

- a. This changes the Primary and Secondary Officer dropdowns on an incident. Display active users that are assigned to that ORI in addition to the existing persona/role filter that is in place for that drop down.
- b. Show a history log for every officer that was tied to an incident and be able to find the incidents that someone was assigned to at some point *even if not on a current assignment*.
 - i. Include assignment begin/end date for the user
 - ii. Indicate role: primary/secondary
 - iii. Indicate ORI
 - iv. This information should be accessible, but should not always be open
- c. Allow ability to search for inactive officers but not allow them to be selected on new incidents:
 - i. Be able to find any incident that the trooper was assigned to (have a toggle to show current assignment vs historical).
 - ii. Preference would be to see this as a different list and not combined with active users.
- d. It is understood that the list of inactive officers will become lengthy, but for consistency it will show all inactive officers who may have had the ability to be on an incident. Not filtered from this list are retirees, troopers that were never associated with an ORI (temp assignment, added and removed quickly), etc.

Assumptions:

- Dependent on permission to show begin/end date for an ORI on a user level. Existing eAICS permissions show the Start/Expiration Date per ORI.
- When a user is made inactive, the expiration date is generated for any active permissions at that time. An active permission for eAICS should not be attached to an inactive user.
- Impacts searching for primary and secondary officer dropdowns on an incident report. These are the only lists that would contain inactive users that would need to be searched.
- Non-closed cases will be reassigned.
- Closed cases will remain assigned to the inactive user.
- If a closed incident that was assigned to an inactive user needs to be reopened, it will be reassigned as needed.
- Rules related to permissions needed for a name to populate into the officer drop downs will not change (only display active users).

Acceptance Criteria:

1. Validate Primary and Secondary Officer dropdowns have only active users.
2. Validate ability to search by either an Active or Inactive Officer.

2. Universal Drag & Drop / Quick Capture (Appendix B 2.3)

Business Need: To improve efficiencies, MSP troopers want to reduce re-entering data that already exists in the application. Applicable use cases:

- Venues that are commonly used in reports (e.g., shoplifting, crashes, car theft).
- Complex scenarios.
- Crash report or citation that requires an incident number, as well as a Daily activity.
- Repeat victim/offender record.

Requirements:

- a. Allow users the ability to quickly capture information that could be used on an incident report, daily, citation, crash report. This work will be defined as Quick Capture.
- b. Data that needs to be captured in Quick Capture is related to the following sections:
Description, Person, Business, Vehicle, File Class and Location/Venue
 - i. Data can be used during the “create” process for an Incident report, Citation, Crash, or Daily.
 - ii. The sections in Quick Capture will contain the data that exists most consistently across reports. It is expected that depending on how the data is used more information may need to be added to Crash, Citation, Daily, and Incident report screens.
 - iii. There is not a need to link Quick Capture data to the reports that contain their data.
- c. Validation is not needed for the Quick Capture data other than the field format, e.g. a date must be in the date format. The user can add information as needed. The only validation is verifying that at least one tab/section contains data.
- d. Section Information
 - i. Existing drop down lists from current system will be used, if applicable. State, Municipality, Race, Sex, Vehicle Details, Etc.
 - ii. Capture Description and Incident Date/Time and Reported Date/Time
 - iii. People Section
 - (1) Can be entered manually or populated from LEIN/NCIC
 - (2) Support ability to utilize SRMS Person Search option (Clipboard in eAICS)
 - (3) Section is optional
 - (4) No required fields
 - (5) If entered, can enter one or many
 - iv. Business Section
 - (1) Support ability to utilize SRMS Business Search option (Clipboard in eAICS)
 - (2) Section is optional
 - (3) No required fields
 - (4) If entered, user can enter one or many
 - v. Vehicle Section
 - (1) Can be entered manually or populate from LEIN/NCIC
 - (2) Section is optional
 - (3) No required fields
 - (4) If entered, user can enter one or many
 - vi. File Class
 - (1) Numerical value and description from eAICS database
 - (2) Allow search by number and text
 - (3) Section is optional
 - (4) No required fields
 - vii. Location / Venue
 - (1) Include full street address – used for residential and business addresses. Typically contains: Street number, Street Name, City/Twp, State, County and Zip
 - (2) At or Near – used for Highway Ramps, Private Land, Parks, Campgrounds and any other address that does not have a full street address
 - (3) Address can be:
 - (a) A suggestion from Priority List Item 2.13
 - (b) Manually entered (private road/not on GPS/non-MI Address)
 - (c) Pinned in the Mapping Tool
 - (4) GPS coordinates will be captured if either a or c is selected
 - (5) Display GPS coordinates – indicate from GPS device or from Mapping Tool.
 - (6) Section is optional
 - (7) No required fields

- (8) If entered, user can enter one or many
- e. Allow ability to delete these entries if they are no longer needed.
- f. User can edit the Quick Capture entries after they are initially created.
 - i. Edits do not flow to reports that were previously created from that entry
 - ii. Users would need to manually update any Crash, Citation, Daily, or Incident Report that may need to have the new info
 - iii. There is not a need to create a linked section from Quick Capture to the report
- g. Include the ability to indicate some entries as a "favorite" or "pinned". Allow up to 20 favorite records. The number of favorites should be configurable by MSP for an agency.
- h. Allow ability to search, filter Quick Capture results to quickly locate record
- i. Allow non-pinned or favorite Quick Capture records to be available for 14 days if they are not deleted first. Number of days should be configurable by MSP for an agency. "Favorite" or "pinned" entries will not expire.
- j. Include the ability to create a Quick Capture entry from an existing Report, Citation, Crash, or Daily. The data elements should be able to map both ways throughout the application.
- k. Include the ability to create a new Report, Citation, Crash, or Daily using one or more Quick Capture and / or report entries.
- l. Include an option to quickly generate an Incident ID. MSP will identify minimal information to generate an ID. The user may then need to add additional data later using Quick Capture or manual entry.
- m. When a user is in a section of text that could be copied from Quick Capture, show in a new window/screen the record could be pulled in.
- n. The data will need to be selected by the user and not auto populated by the system.

Assumptions:

- If there are a substantial number of fields added to the list initially identified by MSP on the full requirements, it may impact cost/timeline.
- eCitation and eCrash screens will not change (no new fields/validation).
- LEIN/NCIC will provide the same data in the new platform.

Acceptance Criteria:

1. Manually create a Quick Capture record including Description, Person, Business, Vehicle, File Class and Location/Venue.
2. Create a Quick Capture record from an existing Incident Report, Citation, Crash, and Daily.
3. Validate the Description, Person, Business, Vehicle, File Class and Location/Venue contain fields defined in item d.
4. Populate data from Quick Capture to new Incident Report, Citation, Crash, and Daily.
5. Delete a Quick Capture record.
6. Edit a Quick Capture record.
7. Indicate a Quick Capture record as a favorite.

3. Support search by MO (Appendix B 2.4)

Business Need: Modus Operandi (MO) can exist on multiple incidents. By allowing the ability to search by MO the ability to find related cases is improved.

Requirements

- a. Add ability to search the incident MO data to a search screen
 - i. The MO information contains drop down and free text.
 - ii. All MO fields need to be searchable.
 - iii. Allow key word search of both free text fields. This would not be an exact match (needs to support partial search without a wildcard). Consider multiple key word search capability.
 - b. Need to be able to select if they want to search by entire state, ORI, District or by County.
 - c. The search results will be the same as the existing incident search results in eAICS.
- Assumptions**

- MO screen elements stay the same: Category (drop down), Detail (drop down), Description(text) and Additional Notes (text). There can be multiple entries.
- Search will only include MO records currently on an incident and not ones that have been deleted.
- Can be another search option similar to the other searches for Incident, Vehicle, Person, etc. There will be no new search menu for this.
- Search will honor existing permissions based on security level.

Acceptance Criteria

1. Locate an incident report(s) with the MO search option using a drop-down field from an Incident MO entry.
2. Locate an incident report(s) with the MO search option using a key word from an Incident MO entry.
3. Validate that the incident search results using the MO search option match the existing incident search results in eAICS.

4. Add MO to People Search (Appendix B 2.5)

Business Need: MO can exist on multiple person records. By allowing the ability to search by MO the ability to find related cases is improved.

Requirements

- a. Add ability to Search the Person MO data to a search screen
 - i. The MO information contains drop down and free text.
 - ii. All fields need to be searchable.
 - iii. Allow key word search for both free text fields. This would not be an exact match (needs to support partial search without a wildcard). Consider multiple key word search capability.
- b. Offer option to search by state, ORI, District or County
- c. The search results will be the same as the existing person search results in eAICS.

Assumptions

- MO screen elements stay the same: Category (drop down), Detail (drop down), Description (text) and Additional Notes (text). There can be multiple entries.
- Only searching on MO currently on an Person and not ones that were deleted
- Can be another search option similar to other searches for Incident, Vehicle, Person, etc. There will be no new search menu for this.
- Search will honor existing permissions based on security level.

Acceptance Criteria

1. Locate an incident report(s) with the MO search option using a drop-down field from a Person MO entry.
2. Locate an incident report(s) with the MO search option using a keyword from a Person MO entry.
3. Validate that the incident search results using the MO search option match the existing incident search results in eAICS.

5. Change IyeTek application to work as a collection of Applications instead of Modules (Appendix B 2.8)

Business Need: Members have expressed an interest in making the Coplogic application more user friendly by providing the ability to have multiple modules open at one time. This will support switching between modules without losing their place (locks, etc.).

Requirements

- a. Allow each module to be open simultaneously
- b. Be able to view up to four windows at once. User wants to see notes from Daily while entering an Incident Report or vice versa.
- c. Only one type of report can be opened at a time. I.e., only one crash report, one citation, one daily, and one incident report.

- d. Coplogic will contemplate various use cases that exist for users such as dual monitors, different monitor sizes, and working in a mobile environment.
- e. Regarding eAICS: If the user has a narrative open in eAICS continue to lock the eAICS module as we do currently. However, the user should still be able to navigate and work within any of the other three modules. Note: Lock functionality may behave differently in the new platform. The term lock here indicates that the user has the narrative open.

Assumptions

- Design discussions will further define approach.
- Coplogic will ensure usability/performance is not impacted by keeping multiple modules open.
- All modules are planned for inclusion within this enhancement, but limitations are expected with the current eCitation and eCrash modules. Coplogic will work with MSP on options available within the design phase.
- Repeated areas of the system may be consolidated, e.g., quick capture, work queues, searching and reports.

Acceptance Criteria

1. Open an incident report, crash report, daily and citation at the same time.
2. Rearrange screen layout to adjust viewing different sections.
3. Validate that viewing a narrative will “lock” the report from another user.

6. Display last 5 Incidents in File Menu when eAICS is open (Appendix B 2.11)

Business Need: Track last five incidents opened in the File Menu. Open incident when selected. This is helpful when a user is looking for trends between cases or verifying for accuracy.

Requirements:

- a. Allow the user the ability to see the last five incidents that the user opened in eAICS
- b. Based on incident # and not supp/document level
- c. Limit to what the user has access to (i.e., tie information to user vs. machine)
- d. When the user clicks on the incident they want to view, they will see a preview of the incident in a different frame/screen in the application. They will then have an option to open the incident or cancel the preview.
- e. If a user chooses to open the incident and another incident is currently open, a prompt will display for the user asking if they would like to leave the current incident they are in and go into the incident.

Assumptions

- Design discussions will further define approach.
- Consideration will need to be made for how this will work for a person who has access to multiple ORIs.

Acceptance Criteria

1. Verify the list of the last five incidents opened can be located during current session.
2. Verify the list of the last five incidents opened between multiple sessions can be located.
3. Verify preview option for the selected incident is available.
4. Verify the selected incident is available on the screen as a preview and can be viewed at the same time as the current incident.

7. Fill Venue from CLIP 2.0 (Appendix B 2.13)

Business Need: MSP needs to support intersections and full street addresses for venues.

Currently in the eCrash, eCitation and eDaily modules, the location is pulled using the Mapping Tool pin option or via a GPS enabled device. The location can be modified using the pin option if the GPS does not find a match or it is incorrect. The options described here will be made available for entry of the incident report venue.

Requirements

- a. Support full street address suggestions, allowing the address to be a lookup (i.e., start typing address and upon selection of the match, fields are populated within the system).

- i. This will populate Street number, Street Name, Municipality, County, State, Intersecting Rd, Zip, Direction
 - ii. This will populate GPS coordinates: Lat/Long
- b. Include full street address – used for residential and business addresses. Typically contains: Street number, Street Name, City/Twp, State, County and Zip.
- c. At or Near – used for Highway Ramps, Private Land, Parks, Campgrounds and any other address that does not have a full street address.
- d. Address can be:
 - i. A suggestion (see above)
 - ii. Manually entered (private road/not on GPS/non-MI Address)
 - iii. Pinned in the Mapping Tool
- e. GPS coordinates will be captured if either i or iii is selected.
- f. Display GPS coordinates – indicate from GPS device or from Mapping Tool.

Assumptions

- Mapping Tool functionality will not change unless mutually agreed upon.
- eCrash / eCitation / eDaily / eAICS fields will not change.
 - Intersecting Rd is At or Near in Incident
 - Not all require a full address - some have only street name and intersecting street
- Municipality list will be the same - Citation and Daily
 - Allow the user to edit/update if there is a mismatch
 - Applies to County and City/Township fields
- County and Municipality will be the same in eAICS
 - This information is mapped to MICR

Acceptance Criteria

1. Validate address suggestions are populated when typing a venue in Quick Capture
2. Validate address suggestions are populated when typing a venue in an Incident Report

8. Add Toolbar item External Resources (Appendix B 2.14)

Business Need: MSP would like to display commonly used URL links to users. This is similar to a bookmark on an internet browser.

Requirements

- a. Add option on main page to access the links
- b. Add option to admin security role to modify these links - add, remove, modify.
- c. All links to display like a bookmarks page. It will save the URL link and a Friendly Name.
- d. This should support up to 20 links
- e. The links that are used are tied to Incident Management. Only users with specific security can view this page. This is not systemwide.
 - i. Consider adding security options for General, Incidents, etc. to control who can view the URL links.
 - ii. There may be some pages that are limited to certain groups/personas. Consider sensitive items like photos.

Assumptions

- URL links provided are static and do not contain embedded token/user information
- MSP will manage URL links
- MSP maintains an Intranet site with some URL links in one place. This may be a link that is available on the page.
- Non-MSP users will not have access to these URL links

Acceptance Criteria

1. Validate ability to add URL to the links page as an administrator.
2. Validate the appropriate URLs display in the links section as a user.

9. Property Lock-down (Appendix B 2. 16)

Business Need: Michigan State Police requires that property items entered onto incident reports be locked from changes once the report has been approved or the property is checked-in by the

Property Manager. This is necessary to protect the integrity of the property data. A process is required to allow authorized users to modify property data in the event that changes must be made to property items that have been locked.

Requirements

- a. Property that is not in possession will remain editable until the report has been approved by a supervisor. Once the report has been approved all fields for the property item will become read-only with exception of the following.
 - i. In Possession (currently a check box on the screen)
 - (1) Editability of this field will still be dependent upon the rules specified by each Reason For Entry type.
 - (2) If an item that was previously not in possession is marked In Possession, the following fields must become active to allow the user to enter the required information.
 - (a) Bin
 - (b) Date/Time Recovered
 - (c) Seizing Officer
 - (d) Recovered Value
 - (e) Obtained From (all fields in this section must become editable)
 - (f) Any field that was blank can be entered. But edits are not allowed to existing data.
 - ii. Recovered Not In Possession
 - (1) Editability of this field will still be dependent upon the rules specified by each Reason For Entry type.
 - (2) If an item that was previously not in possession is marked Recovered Not In Possession, the following fields must become active to allow the user to enter the required information.
 - (a) Date/Time Recovered
 - (b) Recovered Value
 - (c) Any field that was blank can be entered, but edits are not allowed to existing data.
- b. Property that is In Possession will remain editable until one of the following occurs.
 - i. The report is approved by a supervisor.
 - ii. A property journal with the status of Placed In Agency Property has been added to the property item.
 - (1) Once the property has entered a locked status the following screens/fields will still be editable by anyone who had rights to edit that property.
 - (a) Property Journal
 - (b) Forfeiture (screen and dropdown) – only allow update when blank for Officer.
 - (c) Lab Number – only allow update when blank for Officer.
 - (d) Used As Weapon– only allow update when blank for Officer.
 - (e) ADM-27 Receipt– only allow update when blank for Officer.
 - iii. Assumption - updating these fields will not require a new label.
- c. A method must be created to allow Property Managers and Worksite Commanders to make modifications to property that has been locked
 - i. When unlocking an item, the user making the changes must be required to fill out a Reason screen which will be used to capture a brief description of why the user is modifying the property item. This reason should be displayed in the Incident Log entry (or equivalent in new platform) that must be created as part of this process.
 - ii. When changes are made to locked property, a property journal entry must be created for In Possession items that indicates the changes that have been made.
 - (1) Items that are not in possession will not require a journal entry, but the changes must still be documented in the Incident Log (or equivalent in new platform).
 - (2) The ability to generate a new label is needed if any data changes that displays on the label.

- d. Changes made to a locked property item must be captured in the Incident Log (or equivalent in new platform).
 - i. The log should display the original information for the property item and then the updated information along with the normal log information regarding user and date / time.
- e. Property with one of the following Final Disposition statuses will be exempt from these rules and must not allow edits by any user unless removed from the disposed status.
 - i. 12-Released
 - ii. 13-Sold
 - iii. 14-Retained
 - iv. 15-Destroyed
- f. Property on incidents with the following Incident Statuses will be exempt from these rules and must not allow edits by any user unless the incident is reopened.
 - i. 2-Unfounded
 - ii. 3-Exceptional Clearance
 - iii. 5-Closed
 - iv. 7-TOT Other Police Department

Assumptions

- Existing incident and property statuses will not change as part of re-platform.
- Permission to edit the property is determined based on existing security role permissions. There will be no new security role / persona created in support of this functionality.

Acceptance Criteria

1. Verify that modifications to property that is not in possession once the incident report has been reviewed by a supervisor are prevented except fields that would indicate the item has been recovered.
2. Verify that modifications to property that is in possession once the incident report has been reviewed by a supervisor, or the property has been journaled by the worksite Property Manager, are prevented except certain fields as identified by MSP.
3. Verify process exists allowing authorized users to override locks and modify locked property as necessary.
4. Verify logging to track all information related to property record changes.

10. Offline Mode (Appendix B 2.20)

Business Need: Functionality is required to allow users more flexibility to work within eAICS while they do not have connection to the State of Michigan network. This will allow users to continue to work even while in remote areas of the state with weak or no cell signal, or in the event the State network goes down.

Requirements

- a. Allow users to access the Incident Management module without connection to the State network
 - i. After successfully logging in, an indicator will display to let the user know they are using the system "OFFLINE"
 - ii. Allow access to Quick Capture (LEIN and other lookups may not work)
- b. Allow access to Incident Screen and Case Management (further definition required to determine technical options for case management). Disable other areas of the system.
- c. Allow ability to switch between different modules (eCrash, eCitation, eDaily, etc).
- d. Allow users the ability to create a new incident while offline.
- e. Issue a temporary ID once all mandatory information is entered for an incident. This will be a new field and not a placeholder for the Incident Report ID.
 - i. Each Temp ID will be unique to an incident for the user. This number may be used as reference and may be provided to the public.
 - ii. The actual incident number will not populate until they are connected.
 - iii. Display the Temp ID on the incident.
 - iv. Allow this number to be searchable even after the actual Incident ID is generated.

- v. The search screen will support partial entry of Temp IDs and will therefore support multiple search results.
- g. Until the actual incident number is populated have an indicator or display OFFLINE in the Incident ID field as a placeholder.
- h. Display a message or reminder to the user that they are creating the incident while offline and will need to sync once a connection is available.
- i. Allow a user to modify existing incidents while offline (further definition required to determine technical options available and what can be modified).
- j. Allow for additions of people, business and property while offline. A temporary ID will be issued for each until they sync.
- k. Allow for printing of narratives while offline. This should include offline changes from that session.
 - i. A watermark is needed to indicate this is an "OFFLINE UNREVIEWED DRAFT".
 - ii. Require user to acknowledge they are offline before printing.
 - iii. Insert a short message on the narrative explaining what Offline means (actual text to be determined later).
- l. Reports created in Offline mode will appear in the In Progress queue of Case Management for the user who created the report. Machine specific.
- m. Offline reports (including narratives) should remain on the user's machine until the incident has successfully been uploaded to the server or the offline report has been removed by the user.
- n. The user can access/edit the report until the "submit" is complete. Reports will show up in the supervisor queue once the user is online and has submitted the report.
 - i. Consideration will be given during the design phase to how the narrative will appear once in the supervisor's queue (e.g., should it still reflect that it is an offline version).
- o. When a user regains network connection while in the Offline incident, the incident information will automatically be uploaded to the server. If the connection is not regained during the user's session, the upload will occur when a supervisor with access to the ORI logs into the machine and connectivity is regained.
 - i. When uploading the incident to the server the temporary incident number should be replaced with the next sequential incident number available.
 - ii. Provide a prompt letting the user know that the incident number has been issued and they are online.
 - iii. The incident should load as quickly as possible and be stored in the server
- p. Upon upload of the report:
 - i. The user will validate the offline data (sync).
 - (1) Check for duplicates
 - (2) Accept any new adds of data (new person, property, etc.)
 - (3) Updates that may overwrite existing data need to be validated by the primary officer.
 - ii. Any unapproved changes from the prior version should be noted for anyone viewing the incident at the time of upload.
 - iii. Any In Progress reports should be indicated as having offline data that needs to be synced.
 - iv. If the incident was created offline, all data will be uploaded and no sync required.
- q. Once an incident number and system numbers have been assigned, (or unsaved changes are synced) the current merge feature should be used to merge the people, business, and property items into the narrative the next time the narrative is opened.
- r. The sync should not be a background process. The user should know that the sync is occurring and that the changes have either all been approved and / or if something needs review. Display a log to show which incidents were impacted. If the user worked on multiple machines this will allow them to keep track of what was updated.

Assumptions

- Due to the complexity of offline functionality, additional discussions will be required to refine the functionality of this item. Final requirements will be agreed to by both parties.
- This item shall be included in initial JAD sessions due to its foundational nature.

- Additional discussion will be required to determine what information will be available while searching offline. This is dependent on the technical approach and will be agreed upon by the parties.
- The system will continue to function as designed with an unstable connection (up / down). The sync will occur once connection is stable.
- The system will continue to function as designed when there is an internet / power outage which could impact an entire post or a subset of users. The outage could last a few minutes or several days.
- A user could use multiple devices while in offline mode. They will need to sync from all sessions once the connection is available.
- Offline mode exists for other modules: eCitation, eCrash and eDaily. These functions will remain as is.
- Incidents created/updated while offline will only be visible to the user on the device the change was made.

Acceptance Criteria

1. While offline access the incident management module. Validate the Offline indicator and navigate to other modules of the system to access eCitation, eDaily, and eCrash.
2. Validate new incident can be created while offline and a temporary ID is generated.
3. Validate syncing when online is working and permanent incident ID is generated.
4. Validate if more than one user is making changes in an incident while offline the sync process handles any potential merge conflicts.

11. Copy Last for Specific eAICS Fields (Appendix 2.23)

Business Need: Allow the ability to copy certain fields from a previous incident into a new incident.

Requirements

- a. Add an option to "Copy Last Incident"
- b. Limit to the last report opened:
 - i. Only allow for the incident immediately prior
 - ii. Limit to the current login session (nothing prior)
 - iii. Take into consideration shifts can be overnight. These won't always be in the same "day"
- c. This option should only appear when the user is creating a new incident.
 - i. This will need to be considered with Quick Capture to ensure some of the last incident details can be used.
 - ii. It will also need to work if there is a manual incident creation workflow outside of Quick Capture.
- d. When this option is selected a blank incident report will be loaded and the designated fields will be prefilled with the information from the previously opened incident.
 - i. An option to select all or select specific fields will be available and include fields previously agreed to by MSP.
- e. Fields can be edited after copied using same logic that is in place for editing prior to submission/approval.

Assumptions

- There is no need to restrict by file class or incident status.
- No link will be created between the incidents. Text is copied, but they will not be related.

Acceptance Criteria

1. Validate Copy Last Incident option is available and ensure it only shows the last incident opened during the current session.
2. Validate that fields available to copy from last incident can be selected individually or as a group.
3. Validate data populated on the new report matches the prior incident.

12. Property Transfer (Appendix 2.28)

Business Need: Allow the ability to transfer property from one worksite to another without having to re-enter the property into incident management module at the receiving worksite. This particularly applies to the Computer Crimes Unit (CCU) when receiving property from different locations and then having to create new property records for the sole use of tracking by CCU.

Requirements

- a. Allow users to transfer property items from one incident to another, including across ORI's
- b. This transfer feature will be added to the Property Management section
- c. Determine if transfer is changing ORI or staying in the existing ORI.
 - i. Note: The property cannot exist in possession in two incidents within the same ORI at the same time.
- d. This feature will be restricted to Property Managers and Worksite Commanders to
 - i. Initiate / authorize release / transfer (Property Manager)
 - ii. Indicate the receiving ORI incident number (may not be known at the time transfer is initiated but needs to be entered before the transfer is complete). Validation will be needed.
- e. System will track the actual release and who is transporting (officer name)
- f. Allow users to either temporarily or permanently transfer the property
- g. Temporarily transferring the property should be treated as a journal entry and the item kept In Possession for the originating worksite.
- h. Permanently transferring the property should be treated like a Final Disposition and the item will no longer be listed as in possession for the original ORI.
- i. An "acknowledgement" will be required by the user on the receiving end of the transfer confirming the property has been accepted before it is considered transferred.
 - i. An option to reject this transfer will be available if any information doesn't match.
 - ii. Information will be included on the journal entry – transfer was attempted, rejected and then checked in back at the original ORI (or where the property ends up being transferred to).
- j. A new label will be created at the incoming post.
 - i. No need to see past information.
 - ii. Same label requirements as normal for a property label.
- k. New property status codes may need to be added to clearly indicate a transfer of the property. If these are added they will need to appear on the Property Status Report.
- l. Utilize the in application Messaging system, and / or email notification if that becomes an available option to notify users on the receiving end of a transfer.
- m. All activity related to a property transfer must be captured in the Incident Log (or equivalent in new platform).

Assumptions

- The system will support property transferred between incidents within the same ORI that are not physically changing locations. The details of this use case will require further discussion to finalize what is needed.
- The process for edits to information on the property (transpose serial number, etc.) will require further discussion by MSP to finalize design.
- CCU business process will be reviewed / validated by MSP.
- Barcode functionality will remain in place for inventory.

Acceptance Criteria

1. Validate property transfers between ORIs that are accepted display on the log as expected.
2. Validate property transfers between ORIs that are rejected display on the log as expected.
3. Validate temporary transfers display as expected.
4. Validate a transfer between incidents in the same ORI display as expected.
5. Validate a transfer to CCU displays as expected.

13. Bulk Approval for Specific File Classes (Appendix 2.31)

Business Need: MSP leadership has determined that File Class 93001 and File Class 93004 are eligible for bulk review / approval in Case Management to improve efficiencies. The necessary

changes to Case Management have been identified to allow for bulk approval of these file classes.

Requirements

- a. Allow File Class 93001 and 93003 to be bulk approved.
 - i. Allow additional file classes to be bulk approved.
 - ii. Make this a configuration option.
 - iii. More classes may need to be added in the future.
 - iv. eApps to manage this.
- b. Update only the Waiting Queue in Case Management to display a column of check boxes
 - i. Allow ability to multi- select and select all
 - ii. Allow the selection of multiple incidents when the incident status is 5 - Closed, and only one File Class is used on the incident, and the File Class used is 93001 or 93004.
 - iii. If the incident does not meet this criteria, it cannot be bulk approved
- c. The Waiting Queue will require that the user select the incidents they want to approve and click on Approve. There will not be an approve all option that doesn't require the user to select the items they are approving.
- d. Update the Waiting Queue to disable the Reject, Un-Review, ReSubmit, and Reassigned buttons when multiple incidents are selected
- e. If multiple incidents are selected, and the user clicks Approve, the Incident Log (or equivalent in new platform) for each selected incident will be updated to show the four actions that occur with approvals:
 - i. LCK - Locked
 - ii. CHG - Change Record
 - iii. REV - Reviewed
 - iv. RLS - Lock Released
- f. On the Incident Log (or equivalent in new platform) indicate if this was part of a bulk approval.
- g. Once approved, incidents should move from the Waiting queue to the Reviewed queue
- h. The Enter Journal screen will NOT display upon clicking Approve, as only incidents with a status of 5 - Closed are eligible for bulk approval

Assumptions

- This is not an auto-approve. An approver still needs to review their waiting queue and bulk approve.
- Approval process is largely the same. It will still show as being approved by a person from a queue.
- Permissions for these approvals will follow the same guidelines as manual approval.
- Additional statuses may be needed – 2-Unfounded and or 7-TOT may be considered and would be a new request outside of the scope for this SOW.
- The list of Actions is from eAICS, if these change in the system this will need additional discussion.

Acceptance Criteria

1. Validate that incidents matching the criteria above can be bulk approved
2. Validate that the waiting queue designates the incidents that are able to be bulk approved. Also validate that one or many incidents can be selected.
3. Validate that once bulk approved the log is updated as expected.

14. Support Email Notifications (Appendix 2.33)

Business Need: MSP requests the ability to have emails be sent to the user from the system for important messages as well as a work queue digest.

Requirements

- a. System Message:
 - i. Allow messages from systems notifications to be distributed via email to the users.
 - ii. This will be used for general messages for group and not specific to a person. This could be used to post maintenance window reminders, minor system updates, etc.
 - iii. Message on the screen will still be needed.

- iv. Allow ability on screen to confirm they read it if it is marked urgent. Users need to read it before they move on.
- b. Work Queue messages:
 - i. Have an indicator on the system that is available if they are logged in
 - ii. Consider daily or weekly digest of unreviewed messages
 - iii. Main request is anything that would be displayed for a user on their notification page will be available to email.
 - iv. We will consider including incident management and daily messages in one spot.

Assumptions

- None

Acceptance Criteria

1. Validate system messages can be emailed.
2. Validate work queue messages can be emailed.

ITEMS NOT IN SCOPE

As stated in the background, over the past several years change requests related to eAICS have been captured. Fourteen of those items are defined herein as in scope. The following twelve items are not in scope, but will be considered candidates for a future phase:

ID	Description
1	Person of Interest
6	Notify user opens an incident on behalf of another user
7	Support LEIN from all nearby states
10	Add Additional Forms to Incident
12	Sexual Assault Testing Kit Collection
15	Support Dictation
17	N-DEx – National Data Exchange
24	External Documents and Photo Integration
25	Electronic Prosecutor Submission
26	Custom Headings Per Users
27	Property Segment Bulk Printing
32	Incident Journal Functionality (report)

TASKS:

DTMB technical support will be required to assist with the following activities:

- Efforts associated with the ATO process
- Integration work with regards to implementing authentication through MiCJIN
- Enable the UAT client installation in support of MSP testing
- Process new installer(s) requests related to this effort for use in Software Center

DELIVERABLES:

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

- Design Specifications Document
 - Documentation detailing how the base requirements outlined in this SOW will be met. This will consist of the Architecture Design Records (ADRs) that provide details about the technology utilized for the new system as well as the User Stories outlining the functionality.
- Data conversion mapping documentation

- User Manual
 - Baseline version to be provided to MSP for modification, distribution, and ongoing maintenance
 - Will include core functionality and system administration functions
- Development and deployment of the new platform
- Development and deployment of the fourteen priority enhancements

ACCEPTANCE CRITERIA:

Once the development of the re-platform and the fourteen priority enhancements is completed, it will be made available for acceptance testing. The State will be responsible for reviewing the functionality for conformity to the requirements. Any non-conformities discovered will be fixed by Coplogic. Work will not be considered complete until the State accepts the system delivered.

Acceptance criteria for the deliverables include:

- General acceptance of the items listed in Appendix A (core functionality)
- General acceptance of the items listed in Appendix B (14 priority enhancements)

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report contains accomplishments and identifies any work completed for which billing will be initiated. On a weekly basis, status meetings will be conducted and status reports provided.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

Full payment will be made on **Satisfactory Acceptance of each enhancement identified within this SOW**. See Appendix C for payment milestones. 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.

LexisNexis Coplogic Solutions Proposal Cost:		
	Hours	Amount
eAICS Re-platform Core Development	12,480	\$1,435,200
eAICS Re-platform Core Development	(12,480)	(\$1,435,200)
eAICS Re-platform Priority Enhancements	7350	\$845,250
Total		\$ 845,250

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Mary Roush
LexisNexis Coplogic Solutions
Mobile: 517-881-4142
Mary.Roush@lexisnexisrisk.com

The designated Agency Program Manager is:

F/Lt. Alan J. Renz
Incident Section Commander
Criminal Justice Information Center
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-648-5871
Fax: 517-241-1644
RenzA1@michigan.gov

The designated DTMB Program Manager is:

Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

- Assign a primary point of contact (e.g., project manager) for the project.
- Define roles and responsibilities for MSP including identifying individuals with approving / acceptance authority.
- Identify change control process.
- Coordinate with Field Operations Bureau as needed.
- Provide network and VPN access as necessary.
- Ensure access to systems, resources etc. needed to complete testing and production support activities.
- Assist in providing the information needed for the requirements gathering and provide approvals in a timely manner to ensure sprints can meet the required deadlines.
- Provide specifications and / or requirements.
- Coordinate with third parties for all integration work.
- Provide training to end users
- Conduct User Acceptance Testing (UAT) and provide Acceptance.
 - MSP will perform all testing / validation of the software changes upon deployment to the UAT environment
 - Use Cases for testing will be developed by MSP with appropriate parties/end users specific business needs/variations. LN to provide baseline testing to validate use cases discussed during requirements gathering sessions
 - Integration testing will need to be coordinated by MSP for MICR, SRMS, MiCJIN Authentication, LEIN
 - Testing will be on 3 levels: Story, Feature and Regression
- Review and provide feedback and acceptance on all deliverables, including data conversion.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Coplogic Solutions for MSP will continue to work out of locations across the United States. Staff assigned to this project will be onsite at MSP Headquarters when deemed necessary to progress work forward.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract; therefore, hours and conditions do not apply.

Appendix A

Existing eAICS Functions

Key	Category	Function	Description
1.3	Admin	User Permissions	Allow administrators to manage user access and capabilities for the report writing application
1.4	Admin	Client Install (technical)	Rich Client: System downloaded to user machines that supports base functionality while the user is either offline or online.
1.9	Admin	Violation Management	Allow administrators ability to manage violations in eAICS.
1.10	Admin	Night Mode	Allow users to change the mode to allow for improved viewing of system at night
1.11	Admin	Enable Speech	Allow users to activate a mode that will verbalize information retrieved from LEIN regarding a person or vehicle
1.14	Admin	Notifications	Allow users with specific permissions the ability to generate Agency specific or System wide notifications for users accessing the system
1.13	Admin	Messages	Allow users to send and receive system messages regarding an incident. This can include Review Notifications, MICR errors, etc.
1.79	Admin	Web portal	Application available via the internet for workflow processing and other functionality performed by users operating in a connected environment.
1.78	Case Management	30 day, 6 month and 1 year review	Indication of what will need to be reviewed on a complaint related to the rules on a 30 day, 6 month or 1 year review.
1.67	Grant Activity Reporting (GAR)	Investigative Activity	Allows user to maintain information related to a specific activity within an incident such as Activity, HIDTA, Damages, Clandestine Labs and Expenses.
1.68	Grant Activity Reporting (GAR)	Incident Information	Allows user to maintain information related to an incident as a whole, such as Arrests, Joint Investigations, Wire Taps, Asset Seizures, Drug Seizures and Other Revenue.
1.70	Grant Activity Reporting (GAR)	Edit Inventory	Allows user to maintain retained property.

Key	Category	Function	Description
1.72	Grant Activity Reporting (GAR)	Forfeiture Disposition/Expense	Allows user to maintain expense information for forfeited property from eAICS.
1.69	Grant Activity Reporting (GAR)	CI Reliability	Allow users to maintain information necessary to indicate the reliability of confidential informants
1.71	Grant Activity Reporting (GAR)	Other Expenses	Allows users to maintain expenses not related to an incident number.
1.73	Grant Activity Reporting (GAR)	Add Chit Deposit	Allows user to deposit a Chit Deposit to use Officers bag as a Source of Funds in the Expenses screen.
1.74	Grant Activity Reporting (GAR)	Presentation	Allow users to document trainings/presentations given by the multi-jurisdictional taskforces
1.75	Grant Activity Reporting (GAR)	Reports and analytics	Allow users to generate reports related specifically to information entered into the Grant Activity module
1.17	Incident Management	Create a new incident with required fields	Allow users to add a new incident
1.18	Incident Management	Person Management	Allow users to add, modify, delete, 'pull forward', and print Persons on an incident
1.19	Incident Management	Business Management	Allow users to add, modify, delete, 'pull forward', and print Businesses on an incident
1.20	Incident Management	Property Management	Allow users to add, modify, delete, 'pull forward', print, and copy Property on an incident
1.21	Incident Management	Narrative Management	Allow users to add, modify, and delete Narratives on an incident
1.22	Incident Management	Create a new supplement with required fields	Allow users to add a new report to an existing incident
1.23	Incident Management	Incident Journal Management	Allow users to add Incident Journal records to an incident
1.24	Incident Management	Protected / Manage Granted Users	Allow users to manage user access to restricted complaints
1.25	Incident Management	MO (Modus Operandi)	Allow a user to capture methods or traits related to an incident and person
1.26	Incident Management	VOR (Victim Offender Relationship)	Allow users to define a relationship between known victims and offenders within an incident
1.27	Incident Management	Medical Aid Administered	Allow users to capture data related to medical aid provided to a person including use of NARCAN

Key	Category	Function	Description
1.28	Incident Management	Incident Security Level (e.g., Protected, IA Secured)	Allow users to set different levels of access restrictions for an incident report
1.34	Incident Management	Incident / Property Log Capture (history log)	Maintain a log of actions taken by users within the system for auditing and oversight purposes
1.29	Incident Management	MSP Data Validation	Required to enforce data requirements put in place by MSP, and also to allow users to validate that their report meets all the necessary requirements prior to submission
1.31	Incident Management	Submission	Allow users to submit their completed incident report for supervisory review
1.32	Incident Management	Locks	A method is required to allow only one user to edit a report at a time to prevent data loss / conflict, but must still allow multiple users to work on separate reports within a complaint at the same time.
1.33	Incident Management	Print Incident	Allow users to quickly print the narrative(s) for an incident report and also allow users to print select reports from within an incident
1.39	Incident Management	Search (e.g., Incident, Person, Article)	Allow users to search for any type of data that has been entered into the system
1.40	Incident Management	Full Text Search (within Incident)	Allow users to search for a keyword within an incident report, including the narrative(s)
1.30	Incident Management	MICR Data Validation	Required to enforce data requirements for MICR reportable incidents, and also allow users to validate that their report meets all the necessary requirements prior to submission
1.76	Incident Management	Code Lookup	Allow the users to search for any arrest code currently used by MSP
1.55	Incident Management Integration	MICR Integration	Integrate with MICR to include MICR validation within the incident and to submit incident data to MICR upon approval
1.57	Incident Management Integration	LEIN integration (NCIC Client)	Allow users to access LEIN responses from an external data source and import person and vehicle information into their incident report

Key	Category	Function	Description
1.58	Incident Management Integration	SRMS Integration	Allow users to search for persons entered into the Statewide Records Management System (SRMS) and to import that person information into their incident report. Also need to allow SRMS to search incidents.
1.56	Incident Management Integration	MICR Integration (Error Review / Resubmit)	Allow administrators to manage incidents that have been rejected by MICR
1.48	Incident Management Workflow	In Progress	Provides the user a list of their reports that have not been submitted for review
1.49	Incident Management Workflow	Rejected	Provides the user a list of their reports that have been rejected by a supervisor
1.50	Incident Management Workflow	Follow-up	Provides the user a list of their open complaints that have been approved by a supervisor
1.51	Incident Management Workflow	Reviewed	Provides the user a list of their closed complaints that have been approved by a supervisor
1.52	Incident Management Workflow	Detective Review	Provides detectives a list of complaints that require their review
1.53	Incident Management Workflow	Inactive Review	Provides Worksite Commanders a list of incidents that have been requested for Inactive status
1.54	Incident Management Workflow	Waiting	Provides supervisors a list of complaints that have been submitted for review
1.62	Property Management	Property Audit / Journaling	Allow users to add journals to property to track things such as audits, bin changes, temporary removal, etc.
1.63	Property Management	Property Item Split	Allow users to split a property item into two or more separate items
1.64	Property Management	Property Print Bar Codes	Allow users to print a property label that contains certain information about the property item and also a barcode
1.65	Property Management	Property Final Disposition	Allow users to dispose of in possession items through release, sale, retention, or destruction

Key	Category	Function	Description
1.66	Property Management	Property Bin Management	Allow users to manage which bins appear for their property room and who has access
1.77	Property Management	Forfeiture	Allow users to document the necessary information in relation to property forfeitures
1.59	Reports (Non-GAR)	Reports and analytics	Allow users to generate several different types of reports from the incident data entered into the system

Appendix B

Priority Enhancements

Key	Category	Description
2.2	Incident Management Workflow	Case management shows inactive users
2.3	Incident Management	Universal Drag & Drop / Quick Capture
2.4	Incident Management	Support search by MO
2.5	Incident Management	Add MO to People Search
2.8	Incident Management	Change IyeTek application to work as a collection of Applications instead of Modules
2.11	Incident Management	Display last 5 Incidents in File Menu when eAICS is open
2.13	Incident Management	Fill Venue from CLIP 2.0 (consider address suggestions)
2.14	Incident Management	Add Toolbar item External Resources
2.16	Property Management	Property Lock-down
2.20	Admin	Offline Mode
2.23	Incident Management	Copy Last for Specific eAICS Fields
2.28	Property Management	Property Transfer
2.31	Incident Management	Bulk Approval for Specific File Classes
2.33	Admin	Support Email Notifications

Appendix C

Pricing Breakdown

ID	Description	Hours	Requirements Complete (30%)	Functionality Complete (70%)	Total Cost
2.2	Case management shows inactive users	350	\$12,075.00	\$28,175.00	\$40,250.00
2.3	Universal Drag & Drop / Quick Capture	700	\$24,150.00	\$56,350.00	\$80,500.00
2.4	Support search by MO	175	\$6,037.50	\$14,087.50	\$20,125.00
2.5	Add MO to People Search	175	\$6,037.50	\$14,087.50	\$20,125.00
2.8	Change IyeTek application to work as a collection of Applications instead of Modules	1400	\$48,300.00	\$112,700.00	\$161,000.00
2.11	Display last 5 Incidents in File Menu when eAICS is open	175	\$6,037.50	\$14,087.50	\$20,125.00
2.13	Fill Venue from MAPPING TOOL 2.0 (consider address suggestions)	350	\$12,075.00	\$28,175.00	\$40,250.00
2.14	Add Toolbar item External Resources	175	\$6,037.50	\$14,087.50	\$20,125.00
2.16	Property Lock-down	700	\$24,150.00	\$56,350.00	\$80,500.00
2.20	Offline Mode	875	\$30,187.50	\$70,437.50	\$100,625.00
2.23	Copy Last for Specific eAICS Fields	700	\$24,150.00	\$56,350.00	\$80,500.00
2.28	Property Transfer	700	\$24,150.00	\$56,350.00	\$80,500.00
2.31	Bulk Approval for Specific File Classes	700	\$24,150.00	\$56,350.00	\$80,500.00
2.33	Support Email Notifications	175	\$6,037.50	\$14,087.50	\$20,125.00
	Total	7350	\$253,575.00	\$591,675.00	\$845,250.00

Definitions

- Requirements Complete:
 - Defined as the customer has approved business requirements so that development can begin.
 - Once this milestone has been met, Coplogic will bill MSP for 30% of the total cost for the enhancement.
- Functionality Complete:
 - Defined as the customer has approved the functionality in the UAT environment.
 - Once this milestone has been met, Coplogic will bill MSP for the remaining 70% of the total cost for the enhancement.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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 **32**

to

Contract Number **071B5500023**

CURRENT CONTRACTOR	LEXISNEXIS RISK SERVICES INC	NEW CONTRACTOR	LEXISNEXIS COPLOGIC SOLUTIONS, INC.
	1000 Alderman Drive		1000 Alderman Drive
	Alpharetta, GA 30005		Alpharetta, GA 30005
	Mary Roush		Mary Roush
	517-881-4142		517-881-4142
	mary.roush@lexisnexisrisk.com		mary.roush@lexisnexisrisk.com
	CV0060187		VS0091805

STATE CONTACTS					
Program Manager	Various	MSP	Contract Administrator	Jarrod Barron	DTMB
				(517) 249-0406	
				BarronJ1@michigan.gov	

CONTRACT SUMMARY			
ECRASH AND ECITATION			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (PRC)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$18,069,588.26	\$143,520.00	\$18,213,108.26		

DESCRIPTION
Effective 6/10/2022, the parties add \$143,520.00 for the CVED eDaily enhancement services detailed in the attached statement of work. All other terms, conditions, specifications, and pricing remain the same.
The contract is also hereby assigned from LexisNexis Risk Services, Inc. to LexisNexis Coplogic Solutions, Inc.
Per Contractor, Agency, and DTMB Procurement approval. Available Ad Board funds after this change notice: \$106,479.99.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov
MSP	Steven Horwood	248-584-5758	HorwoodS@Michigan.gov



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

Project Title: CVED: Improve MCSAP Financial Reporting	Period of Coverage:
Requesting Department: MSP CVED	Date: 3/14/2022
Agency Project Manager: MC Lt. Steven Horwood	Phone: 517-240-5120
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

The MSP Commercial Vehicle Enforcement Division (CVED) eDaily collects officers' daily activities. The eDaily information collected is used in various ways: for grant reporting to stake holders, reconciliation with payroll, and recognizing patterns and trends to ensure enforcement is efficient in all areas.

PROJECT OBJECTIVE:

MSP has requested LexisNexis Coplogic Solutions expand capabilities within eDaily to improve tracking of activities related to MCSAP financial reporting for CVED. The changes will allow for more accurate Financial Reporting related to CVED activities.

SCOPE OF WORK:

The LexisNexis eDaily software will be enhanced to record MCSAP related activities in a manner that is consistent with the grant reporting.

Impacted Assignment Types (CVED ONLY):

- CVED Patrol
- Weigh Station
- CVED Supervisor

The existing MCSAP checkbox will be updated to a dropdown list. This will allow the user to indicate if the activity is **not MCSAP eligible**, **MCSAP eligible with inspection** or **MCSAP eligible without inspection**. The MCSAP eligible items will need to be mapped to the 400 financial bucket for reporting.

Impacted Activity Types:

- Activities that currently have the MCSAP checkbox. This includes but is not limited to:
 - Original Incident,
 - Arrest,
 - Citation,
 - Persons Investigated.
- TRAFFIC STOP (STOP) update logic to include MCSAP.
- SUPPLEMENTAL INCIDENT (SUPP) update logic to include MCSAP.
- PUBLIC RELATIONS (PUBR) update logic to include MCSAP.
- REPORT WRITING (RW) update logic to include MCSAP.

Validation will be completed at the following points:

- Upon clearing the activity, the system needs to validate if at least one Commercial Vehicle Inspection (CVI) secondary activity exists if MCSAP eligible with inspection is selected.

Basic Activity Search will be modified to accommodate the changes to the MCSAP reporting.

In addition, a new type of activity will be added to capture Leave. This will be a stand-alone activity like the existing MCORP-MC Officer Road Patrol Activity.

Vehicle Tab Changes

- Type. Need to add two options: **PU with trailer** and **Small truck under 10 with trailer**.
- Add Trailer to Style drop down.

Refactor the financial calculations on a CVED daily report:

- If Assignment has special project code,
 - Move activity minutes of all activities in the assignment (except leave) to the financial code of the special project code.
 - For Leave activity, irrespective if the assignment special project code, move the activity minutes to financial code 700 – Allocated Monthly.
- If the Assignment does not have special project code,
 - If activity is MCSAP eligible (MCSAP has value Yes)
 - Move the activity minutes to code 400 – MCSAP
 - If activity is not MCSAP eligible (MCSAP has value No or MCSAP dropdown is not available for the activity)
 - Move the activity minutes to respective financial code

Database Changes:

- Add two new columns to Daily Activity table to store the financial code and financial minutes for each activity.
- Keep the existing financial code and minutes columns in DailyAssignmentFinancial as is.

eDaily Report:

- Replace Gap time with Leave in the CVED Hours Worked grid in page 2 of the CVED daily PDF report.
- The JR column remains blank and SR column of Leave will be the total activity duration of leave activities.
- Remove code that calculates gap time and leave time.

Report Changes:

- Data Extraction Report - Include MCSAP, Financial code and Financial Minutes columns in Activity tab of the data extraction report.
- EZQ - Move the Financial code and Financial Minutes columns from Assignment to Activity.
 - Make required changes to make these columns available in Select Columns and Select Conditions in Activity category.

Assumptions

- This will not impact eDaily for Troopers.
- This change will be for dailies created after the effective date/deployed changes. Existing dailies will not be impacted.

TASKS:

No DTMB technical support is required to assist with this project.

DELIVERABLES:

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

- Documentation (as appropriate) detailing how the functionality described above will work. Note: MSP has provided base requirements for this functionality as included herein.
- Development and deployment of the changes in eDaily to reflect changes to tracking MCSAP and new type of activity for Leave.
- Development and deployment of the changes in Basic Activity Search and Data Extraction Report.
- Updated flowchart showing CVED Financial Reporting.

ACCEPTANCE CRITERIA:

Once the development of the CVED MCSCAP functionality is completed, it will be made available for acceptance testing. The State will be responsible for reviewing the functionality for conformity to the requirements. Any non-conformities discovered will be fixed by LexisNexis Coplogic Solutions. Work will not be considered complete until the State accepts the system delivered.

Acceptance criteria for the deliverables include:

- Allow MCSAP to be a dropdown on expected activity types
- Allow Leave to be entered as an activity type
- Remove Gap Time columns on PDF Daily Report
- Ensure Activity time is in alignment with Activities entered.
- Reporting is updated to show MCSAP and Financial codes minutes for Activities.

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report contains accomplishments and identifies any work completed for which billing will be initiated.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

Payment will be made on **Satisfactory Final Acceptance at conclusion of the contract**. 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.

LexisNexis Coplogic Solutions Proposal Cost:		
	Hours	Amount
CVED Improve Financial Reporting	1248	\$143,520.00

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Mary Roush
LexisNexis Coplogic Solutions
Mobile: 517-881-4142
Mary.Roush@lexisnexisrisk.com

The designated Agency Program Manager is:

Lt. Steven Horwood
State Support Section Commander
Commercial Vehicle Enforcement Division
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-420-5120
HorwoodS@Michigan.gov

The designated DTMB Program Manager is:

Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

MSP will perform all testing / validation of the software changes upon deployment to the Beta environment.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Copologic Solutions for MSP will continue to work out of locations across the United States.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract; therefore, hours and conditions do not apply.



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 **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC	STATE	Program Manager	Various	MSP
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Mary Roush		Contract Administrator	Jarrod Barron	DTMB
	517-881-4142			(517) 249-0406	
	mary.roush@lexisnexisrisk.com			barronj1@michigan.gov	
	CV0060187				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 14, 2014	September 13, 2015	5 - 1 Year		September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$18,042,678.26	\$26,910.00		\$18,069,588.26	
DESCRIPTION				
Effective 3/15/2022, the parties add \$26,910.00 for the eDaily Seizure Requirement for Searches enhancement services detailed in the attached statement of work. Available Ad Board funds after this change notice is \$249,999.99. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency DTMB Procurement and State Administrative Board approval on 3/15/2022.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov



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

Project Title: eDaily Seizure Requirement for Searches	Period of Coverage:
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 1/28/2022
Agency Project Manager: F/Lt. Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

As noted on the [MSP Transparency and Accountability](#) web page:

With a commitment to transparency in our operations and administration, the Michigan State Police is making the below information easily accessible for review by the public because public trust and support is essential to good community policing strategies and maintaining accountability.

In order to improve transparency to the searches conducted for specific activities the eDaily module will be modified to require that a trooper designate if a seizure occurred as a part of a search.

PROJECT OBJECTIVE:

MSP has requested LexisNexis Coplogic Solutions expand capabilities within eDaily to require troopers to specify whether a seizure occurred as part of a search, and if so, what was seized. Validation rules below have been defined to improve accuracy.

SCOPE OF WORK:

The LexisNexis eDaily software will be enhanced to record the trooper's response to whether a seizure was conducted as a part of a search secondary activity. Existing functionality will be leveraged; however, the module will be modified in the following manner to validate that seizure details are captured as expected.

Secondary Search Activity modifications:

- Add a required question: for each search activity (vehicle and person) add a question on the Search Details tab to determine if property was seized or not. It will not have a default response and answers are Y/N. A response is required.
- On the Seized Property tab complete the following modifications:
 - Add to the existing category types:
 - Alcohol
 - Drug Paraphernalia
 - Other
 - Modify functionality to allow more than one seized property entry on a search. Limit one entry per category.
 - Recovered Stolen is currently only available on the Vehicle and Weapon categories. Add this field to all categories (new and existing).

- The fields on the existing categories will be hidden, except Recovered Stolen. This includes: Property, Measurement and Total. On previous dailies we will display the additional fields and any data captured.
- There can be multiple searches on a single traffic stop, but only one search per person and one search per vehicle.

Validation will be completed as follows:

- Upon creating the Search activity, the system will validate that the user has designated whether a seizure occurred for the search. If yes, the user must also specify the Category(s) on the Seized Property tab. This will be needed to create the search activity.

PDF Report View (can be delivered after initial deployment)

- On the log view, display the seized property category instead of type and allow for multiples.
- On page 2, change the existing Property Seized table to display Category instead of Type along with a count (no grand total needed).
- Create a stacked view (similar to incident hours) and add a sub table for Search Summary – Display the counts for all seized properties. This should have a total count, property count and vehicle count. This will represent the total for the report.
- Changes will apply to eDaily module and Admin Portal PDF view.

Trooper Daily Summary Report (can be delivered after initial deployment)

- Add the Property Seized and Search Summary sections (same as PDF view).

Basic Activity Search (can be delivered after initial deployment)

- Basic Activity Search will be modified to create a new Search category that includes:
 - Search Reason (move from Incident category)
 - Search Performed
 - Vehicle Searched
 - Person Searched
 - Seized Property – Y/N based on response to question if there was seized property
 - Seized Property Category – show category list
- The entries for Search Reason, Seized Property, and Seized Property Category will map to a specific vehicle or person.

Once development work is complete, LexisNexis Coplogic Solutions will conduct testing to ensure functionality is working as expected. The software will then be made available for MSP testing in Beta environment.

Assumptions

- This will impact eDaily for both CVED and Troopers.
- Comprehensive details for seized property are expected to be found in the property journal. The search information captured on the daily report is a high-level overview.
- This request is known to increase the number of steps for a trooper, but effort was made to make this as user friendly as possible.
- Only dailies created after this deployment will need to capture the required data.
- No updates to the CVED Data Extraction Report or the Daily Summary Report will be made as a part of this SOW.

TASKS:

No DTMB technical support is required to assist with this project.

DELIVERABLES:

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

- Documentation (as appropriate) detailing how the functionality described above will work. Note: MSP has provided base requirements for this functionality as included herein.
- Development and deployment of the changes in eDaily to capture specified seizure information.
- Development and deployment of changes to PDF view and Summary Report (Trooper version only).
- Development and deployment of the changes in Basic Activity Search.

ACCEPTANCE CRITERIA:

Once the development of the Trooper Required Search functionality is completed, it will be made available for acceptance testing. The State will be responsible for reviewing the functionality for conformity to the requirements. Any non-conformities discovered will be fixed by LexisNexis Coplogic Solutions. Work will not be considered complete until the State accepts the system delivered.

Acceptance criteria for the deliverables include:

- For the search secondary activities, a new selection will be available on the first tab to determine if a seizure occurred.
- Validation will be performed to ensure that the seizure information has been added to the report as expected.
- The new seizure field will be available in the Basic Activity Search module and the PDF view.
- The new seizure information will display on the Trooper Summary Report.

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report contains accomplishments and identifies any work completed for which billing will be initiated.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

Payment will be made on **Satisfactory Final Acceptance at conclusion of the contract**. 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.

LexisNexis Coplogic Solutions Proposal Cost:		
	Hours	Amount
eDaily Seizure Requirement for Searches	234	\$26,910.00

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Mary Roush
LexisNexis Coplogic Solutions
Mobile: 517-881-4142
Mary.Roush@lexisnexisrisk.com

The designated Agency Program Manager is:

F/Lt. Alan J. Renz
Incident Section Commander
Criminal Justice Information Center
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-648-5871
Fax: 517-241-1644
RenzA1@michigan.gov

The designated DTMB Program Manager is:

Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

MSP will perform all testing / validation of the software changes upon deployment to the Beta environment.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Coplogic Solutions for MSP will continue to work out of locations across the United States.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract; therefore, hours and conditions do not apply.



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 **30**
to
Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC	STATE	Program Manager	Various	MSP
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Mary Roush	STATE	Contract Administrator	Jarrod Barron	DTMB
	517-881-4142			(517) 249-0406	
	mary.roush@lexisnexisrisk.com			barronj1@michigan.gov	
	CV0060187				

CONTRACT SUMMARY							
ECRASH AND ECITATION							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE			
October 14, 2014	September 13, 2015	5 - 1 Year		September 30, 2022			
PAYMENT TERMS		DELIVERY TIMEFRAME					
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING			
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
MINIMUM DELIVERY REQUIREMENTS							
DESCRIPTION OF CHANGE NOTICE							
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE			
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$17,821,878.26	\$220,800.00	\$18,042,678.26					
DESCRIPTION							
Effective 1/5/2022, the parties add \$220,800.00 for the eAICS Hosting Migration to AWS services detailed in the attached statement of work. 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	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov



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

Project Title: eAICS Hosting Migration to AWS	Period of Coverage:
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 9/27/21
Agency Project Manager: F/Lt. Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

The LexisNexis Law Enforcement Software Systems (LESS) client includes the following modules:

- eCrash
- eCitation
- eDaily
- eAICS

LexisNexis hosts the eCrash, eCitation, and eDaily modules in the Alpharetta, GA data center (DR environment hosted in Boca Raton, FL). The eAICS module is hosted by Saginaw County Information Technology. User authentication for the LESS client is performed through Alpharetta.

The Saginaw County environment for eAICS consists of the following servers:

SERVER	SERVER TYPE / PURPOSE
EAICS-LB-01	Load Balancer
EAICS-SQL-01	Production Database Non-Production Database (Beta)
EAICS-SQL-02	Production Database Mirror Supports External SRMS Data Feed
EAICS-APP-01	Production Application (1 of 3) SSRS Production Report Server
EAICS-APP-02	Production Application (2 of 3)
EAICS-APP-03	Production Application (3 of 3) Non-Production Application Server (Beta) SSRS Beta Report Server

PROJECT OBJECTIVE:

The proposed eAICS Hosting Migration project consists of two objectives:

1. Migration of the eAICS solution to a Coplogic-hosted cloud environment (AWS GovCloud), and
2. Annual maintenance and hosting in the cloud environment.

SCOPE OF WORK:**1. Migration to AWS GovCloud**

The current eAICS platform is built using Microsoft technologies and deployed via Octopus Deploy. Based on this platform build, activities include, but are not limited to, the following:

Activity	Anticipated Time
Setup environments in AWS GovCloud <ul style="list-style-type: none">• Setup of Database and Web Servers• Blue / Green deployment configuration• Configuration of monitoring tools	8 weeks
Migrate eAICS to run in the AWS GovCloud environment <ul style="list-style-type: none">• Support for application deployment process (docker containers through Octopus)• Implement file storage (as appropriate)• Conversion of background processes	16 weeks
Implement Connectivity Elements <ul style="list-style-type: none">• User Authentication: Users sign into the LESS client and are authenticated through Alpharetta. Users with proper permissions can then launch the eAICS module. <i>Task: With the move to the GovCloud, we will need to add a secure token for all calls to the existing web service.</i>• Agency Importer: User permissions are managed within the Coplogic hosted environment and are transmitted to Saginaw servers every 5 minutes. <i>Task: Establish and configure connection between Alpharetta and the new GovCloud instance.</i>	6 weeks
Convert Tools (e.g., mass updater, power tool, report editor and copier)	2 weeks
Test and Validate <ul style="list-style-type: none">• Data migration• System testing• Support and resolution of issues found in testing	5 weeks
Configure / Deploy Production Environment & Go-live	5 weeks
Participate in ATO Process / Security Risk Assessment*	6 weeks
Total Work Time	48 weeks

**MSP agrees to provide all ATO documentation generated within the last 26 months, including questions and LexisNexis responses.*

It is anticipated that some of the work above can be done in parallel, reducing the overall timeline to migrate eAICS to the new hosted environment to approximately 6 months.

Assumptions

- Work to migrate the SRMS integration to the new hosted environment is not included in this proposal.
- All eAICS deficiencies identified through the ATO process will be deferred to the re-platform project. Any that must be addressed for the migration will be covered via a separate statement of work.

2. Annual Maintenance and Support for Hosted System

Once the migration is complete, Coplogic will provide support and maintenance for the hosting of the eAICS AWS GovCloud environments. Tasks involved in ongoing maintenance and support are as follows:

- **eAICS Performance and Optimization Tasks.** This includes specific tasks to ensure optimal performance of the eAICS system such as:
 - Ensuring that the AWS Web Hosting environment is up and working properly and response times are appropriate.
 - Ensuring that all interfaces are up and working and sharing data, as appropriate.
- **Regularly Scheduled Maintenance and Support Tasks.** Coplogic will perform maintenance and support tasks on a regular basis (daily, monthly, annually) to ensure optimal eAICS performance and reliability.
 - **Daily Maintenance and Support Tasks** to ensure the AWS Web Hosting environment is up and working, monitor all system and error logs, and ensure that all backups are functioning properly.
 - **Monthly Maintenance and Support Tasks** include performing all daily tasks specified above and ensuring that all interfaces are appropriately configured and data sharing is occurring, as specified.
 - **Annual Maintenance and Support Tasks** include performing all daily and monthly tasks as specified above, facilitating security scans as specified by the State of Michigan, and facilitating vulnerability scans.

TASKS:

No DTMB technical support is required to assist with this project with the exception of efforts associated with the ATO process.

DELIVERABLES:

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

- Fully functioning eAICS solution in the AWS GovCloud.

ACCEPTANCE CRITERIA:

Once the migration of eAICS to the AWS GovCloud has been completed, the environment will be made available to MSP for acceptance testing. The State will be responsible for reviewing the system for conformity to the requirements. Any non-conformities discovered will be fixed by LexisNexis Coplogic Solutions. Work will not be considered complete until the State accepts the system delivered.

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report contains accomplishments and identifies any work completed for which billing will be initiated.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

A \$220,800 payment for the **Migration to AWS GovCloud** services will be made on Satisfactory Final Acceptance of the eAICS migrated solution. Pending State Administrative Board approval of extending this contract beyond 9/30/2022 and execution of a Contract Change Notice adding funding, payment for the **Cloud Hosting and Management** and **Annual Maintenance and Support** services will begin 10/1/2022 (prorated for the first year) and annually thereafter. 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. The **Migration to AWS GovCloud** services invoice should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The **Cloud Hosting and Management** and **Annual Maintenance and Support** services invoice should reflect services to be provided throughout the forthcoming fiscal year and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

Payment for the eAICS hosting migration will be within the following categories:

- Migration to AWS GovCloud which represents the development effort for the system migration,
- Cloud hosting and management, and
- Annual maintenance and support.

1. Migration to AWS GovCloud

Pricing for development efforts associated with migrating the existing eAICS system to the AWS GovCloud is shown below (*see #1 in the Scope of Work section for details*).

Activity	Hours	Amount
eAICS Migration to AWS GovCloud	1920	\$220,800

2. Cloud Hosting and Management

The following pricing represents the annual cost of AWS GovCloud hosting and management.

Activity	Amount (annual)
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Annual eAICS AWS GovCloud Hosting	\$99,352.57
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Cloud Hosting and Management – Breakdown of Fees

The annual fee is based upon a breakdown of monthly costs associated with the current environment as well as our Coplogic best practices.

Environments:

- **Production**
 - The Amazon Relational Database Service (RDS) includes an automated backup feature that enables the recovery of Amazon RDS backup data from a specified time within the retention period, eliminating the need for a separate replicated database.
 - Size of the database will be set to 9.5TB, supporting current storage needs and anticipating growth of approximately 500GB per year.
- **UAT / Beta**
 - Size of the database will be set to 2TB, which will support MSP testing in an environment that is similar in size to the production environment.
 - Two web servers and a load balancer will more closely match the production environment.
- **QA**
 - Size of the database will be set to 500GB, which will support Coplogic testing of code prior to push to UAT for MSP testing.
 - Two web servers and a load balancer will allow Coplogic to test in an environment similar to the production environment.

Server Counts:

Resource	Prod Count	UAT / Beta Count	QA Count
Database Server (RDS)*	1	1	1
Web Server (EC2)	3	2	2
Load Balancer	2	1	1

**SSRS Reporting Services are included with the RDS costs*

3. Annual Maintenance and Support

Pricing the annual maintenance and support services are shown below (*see #2 in the Scope of Work section for details*).

Activity	Hours	Amount (annual)
eAICS Maintenance and Support	220	\$25,300

Note: Database monitoring services for eAICS maintenance and support are covered via Change Notice 24.

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Mary Roush
LexisNexis Coplogic Solutions
Mobile: 517-881-4142
Mary.Roush@lexisnexisrisk.com

The designated Agency Program Manager is:

F/Lt. Alan J. Renz
Incident Section Commander
Criminal Justice Information Center
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-648-5871
Fax: 517-241-1644
RenzA1@michigan.gov

The designated DTMB Program Manager is:

Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

- Conduct acceptance testing of the migrated eAICS system as described here.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Copologic Solutions for MSP will continue to work out of locations across the United States.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract, therefore hours and conditions do not apply.



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 **29**
 to
 Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC	STATE	Program Manager	Various	MSP
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Mary Roush		Contract Administrator	Jarrod Barron	DTMB
	517-881-4142			(517) 249-0406	
	mary.roush@lexisnexisrisk.com			barronj1@michigan.gov	
	CV0060187				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$17,821,878.26	\$22,770.00		\$17,844,648.26	
DESCRIPTION				
Effective 12/22/2021, the parties add \$22,770.00 for the eDaily trooper search enhancement services detailed in the attached statement of work. 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	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov



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

Project Title: Trooper Vehicle Required Search	Period of Coverage:
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 11/30/21
Agency Project Manager: F/Lt. Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

As noted on the [MSP Transparency and Accountability](#) web page:

With a commitment to transparency in our operations and administration, the Michigan State Police is making the below information easily accessible for review by the public because public trust and support is essential to good community policing strategies and maintaining accountability.

In order to improve transparency to the searches conducted for specific activities the eDaily module will be modified to require that a trooper designate if a search has been conducted.

PROJECT OBJECTIVE:

MSP has requested LexisNexis Coplogic Solutions expand capabilities within eDaily to require troopers to specify whether a search has been conducted. Validation rules defined below have been defined to improve accuracy.

SCOPE OF WORK:

The LexisNexis eDaily software will be enhanced to record the trooper's responses to search activities. Existing functionality will be leveraged; however, the module will be modified in the following manner to validate that search details are captured as expected.

For each of the impacted activity types identified by MSP, a trooper will be required to designate whether a search was conducted. On the first tab for each activity a field will be added asking if a search was completed. The field will be required and no default answer will be provided. If the trooper indicates that a search was conducted two additional fields will be required to determine if a person and/or vehicle search is required.

- If no search was conducted, no further action is required by the user.
- If a person search was conducted, the user will be required to add a secondary search activity for at least one person identified on the activity.
- If a vehicle search was conducted, the user will be required to add a secondary search activity for at least one vehicle identified on the activity.

Impacted Activity Types:

- ORIGINAL INCIDENT (ORIG)
- TRAFFIC STOP (STOP)
- SUPPLEMENTAL INCIDENT (SUPP)
- TOBACCO ASSESSMENT CRIMINAL VIOLATION (TACV)
- TOBACCO ASSESSMENT SUPPLEMENTAL INCIDENT (TASUPP)
- TOBACCO ASSESSMENT TOBACCO VIOLATION (TATV)

Validation will be completed at the following points:

- Upon clearing the activity, the system will validate that the user has designated whether a search was conducted for each person and/or vehicle.
- Upon submission of the daily, the system will validate that if either a person and/or vehicle search was conducted, there is at least one person and/or vehicle with a secondary search activity.

Basic Activity Search will be modified to allow the three new questions to be searchable.

Once development work is complete, LexisNexis Coplogic Solutions will conduct testing to ensure functionality is working as expected. The software will then be made available for MSP testing in the Beta environment.

Assumptions

- This will not impact eDaily for CVED.
- An additional change request would be required to create a new tab on the daily for capturing Search details.
- This request is known to increase the number of steps for a trooper but effort was made to make this as user friendly as possible.
- When converting from a traffic stop to an original, information previously specified will be retained on the new activity.
- Only dailies created after this deployment will need to capture the required data.
- An additional change request would be required to apply this change to activity types not listed in the Scope of Work.

TASKS:

No DTMB technical support is required to assist with this project.

DELIVERABLES:

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

- Documentation (as appropriate) detailing how the functionality described above will work. Note: MSP has provided base requirements for this functionality as included herein.
- Development and deployment of the changes in eDaily to capture specified Search information.
- Development and deployment of the changes in Basic Activity Search to allow the three new fields to be searchable.

ACCEPTANCE CRITERIA:

Once the development of the Trooper Required Search functionality is completed, it will be made available for acceptance testing. The State will be responsible for reviewing the integration for conformity

to the requirements. Any non-conformities discovered will be fixed by LexisNexis Coplogic Solutions. Work will not be considered complete until the State accepts the system delivered.

Acceptance criteria for the deliverables include:

- For the six activity types indicated, new fields will be on the first tab to determine if a search was performed.
- Validation will be performed to ensure that the search information is on the report.
- The three search fields will be available on the Basic Activity Search module.

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report contains accomplishments and identifies any work completed for which billing will be initiated.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

Payment will be made on **Satisfactory Final Acceptance at conclusion of the contract**. 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.

LexisNexis Coplogic Solutions Proposal Cost:		
	Hours	Amount
Trooper Required Search	198	\$22,770

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Mary Roush
LexisNexis Coplogic Solutions
Mobile: 517-881-4142
Mary.Roush@lexisnexisrisk.com

The designated Agency Program Manager is:

F/Lt. Alan J. Renz
Incident Section Commander
Criminal Justice Information Center
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-648-5871
Fax: 517-241-1644
RenzA1@michigan.gov

The designated DTMB Program Manager is:
Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

MSP will perform all testing / validation of the software changes upon deployment to the Beta environment.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Coplogic Solutions for MSP will continue to work out of locations across the United States.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract; therefore, hours and conditions do not apply.



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 **28**
 to
 Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC	STATE	Program Manager	Various	MSP
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Mary Roush		Contract Administrator	Jarrod Barron	DTMB
	517-881-4142			(517) 249-0406	
	mary.roush@lexisnexisrisk.com			barronj1@michigan.gov	
	CV0060187				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$17,821,878.26	\$0.00	\$17,821,878.26		
DESCRIPTION				
Effective 11/1/2021, the parties modify the Contract Change Notice 18 statement of work report deliverables per the attached statement of work. 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	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov



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

Project Title: GAR Reporting Revisions	Period of Coverage:
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 9/10/21
Agency Project Manager: F/Lt. Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

Via Change Notice 18, MSP requested that LexisNexis create reports for the Grant Activity Reporting ("GAR") module utilizing data from the eAICS solution. The original request included development of two static reports (HIDTA and Byrne JAG) and eleven user requested reports to be made available for use from within the eAICS application.

MSP has requested that LexisNexis modify the original request to remove 7 of the 11 user requested reports. Additionally, new requirements were identified and are outlined in the scope of work section below. As a result, this is a no cost change request.

PROJECT OBJECTIVE:

Revise the HIDTA and Byrne JAG reports per MSP requirements. Specific functionality is outlined in detail below.

SCOPE OF WORK:

LexisNexis Coplogic Solutions will revise the HIDTA and Byrne JAG reports as follows:

- **HIDTA:** Upgrade the existing report to the Oct. 2018 version (current version is 2017)
- **Byrne JAG:** Add section on report for non-drug related arrests

Once the development work is complete, LexisNexis Coplogic Solutions will deliver the software to MSP for testing.

TASKS:

No DTMB technical support is required to assist with this project.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them.

Deliverables for this project include:

- Design Document that details the requirements / functionality of the revised reports.
- Development of the changes to the GAR reports.

ACCEPTANCE CRITERIA:

Once the development of the modifications is completed, they will be made available for acceptance testing. The State will be responsible for reviewing the system for conformity to the requirements. Any non-conformities discovered will be fixed by LexisNexis Coplogic Solutions. Work will not be considered complete until the State accepts the system delivered.

Acceptance criteria for the deliverables include:

- The Byrne JAG report includes the additional section for non-related drug arrests
- The HIDTA report will be upgraded to the October 2018 version

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report contains accomplishments and identifies any work completed for which billing will be initiated.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

This is a zero-dollar cost Contract Change Notice, which will result in no changes to the existing payment schedule or amounts.

LexisNexis Coplogic Solutions Proposal Cost:	Hours	Amount
GAR Report Revisions	594	\$68,351.82
GAR Specific Reports (7)	(594)	(\$68,351.82)
Total		\$0.00

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Mary Roush
LexisNexis Coplogic Solutions
Mobile: 517-881-4142
Mary.Roush@lexisnexisrisk.com

The designated Agency Program Manager is:

F/Lt. Alan J. Renz
Incident Section Commander
Criminal Justice Information Center
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-648-5871
Fax: 517-241-1644
RenzA1@michigan.gov

The designated DTMB Program Manager is:

Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

- Conduct acceptance testing of the modifications described here.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Coplogic Solutions for MSP will continue to work out of locations across the United States.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract, therefore hours and conditions do not apply.



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 **27**
 to
 Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC	STATE	Program Manager	Various	MSP
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Mary Roush		Contract Administrator	Jarrod Barron	DTMB
	517-881-4142			(517) 249-0406	
	mary.roush@lexisnexisrisk.com			barronj1@michigan.gov	
	CV0060187				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 14, 2014	September 13, 2015	5 - 1 Year		September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$16,441,878.26		\$1,380,000.00	\$17,821,878.26	
DESCRIPTION				
Effective 10/26/2021, the parties add \$1,380,000.00 for additional Software Support Resources for the eAICS application as detailed in the attached statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency, DTMB Central Procurement and State Adminstrative Board approval on 10/26/2021.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov



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

Project Title: Software Support Resources	Period of Coverage:
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 9/7/2021
Agency Project Manager: F/Lt. Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

LexisNexis Coplogic Solutions ("Coplogic") currently provides Michigan State Police (MSP) with several statewide public safety solutions that include functionality for the eCrash, eCitation, eDaily, and eAICS (Electronic Automated Incident Capture System). We propose to add resources to support the eAICS module and future upgrades.

PROJECT OBJECTIVE:

In partnership with Coplogic, MSP has requested and agreed to fund three (3) additional Software Support Resources to accomplish some key initiatives for the eAICS application. As such Coplogic will staff these three (3) additional resources that will be added to the existing Coplogic MSP Team. Their daily activities will be managed by the Coplogic Consulting Manager, Mary Roush. Details of the key business job requirements of the three (3) roles are listed below.

SCOPE OF WORK:

Coplogic will staff the following software support resource roles.

1. Project Manager

Coplogic will staff a Project Manager that will be responsible for tracking deliverables, holding weekly status meetings, reporting, and assisting and facilitation issue resolution meetings for the eAICS move to AWS and the eAICS Replatform initiative. This individual will report directly to Mary Roush.

2. Senior Business Analyst

Coplogic will staff a Senior Business Analyst that will be responsible for gathering technical and business requirements for the eAICS move to AWS and the eAICS Re-platform initiative. This individual will also provide assistance on maintenance and support items for the existing system. Some of the responsibilities for this position will be to work with the business and technical teams to identify and document the deliverables of the two projects listed above and assist with other support needs, including data requests. This individual will identify and prioritize technical and functional requirements and assist in holding Joint Application Sessions (JAD) where applicable at the direction of the Consulting Manager, Mary Roush.

3. Senior Developer

Coplogic will staff a Senior Developer that will be responsible for writing code for maintenance of the current system. This individual will be a contributing team member on the development team that will write code, analyze data, and contribute to the design and implementation of maintenance items. This individual will report to the Lead Developer, Joe Conrey.

Assumptions

- It is estimated that the new Software Support Resources will begin work on MSP items approximately 30 days from date of hire. MSP will fund each of these resources for a period of 2 years.
- Coplogic will consider these three (3) staff as full time which means they will work 2,000 hours annually.
- Coplogic will staff, manage, and prioritize the day-to-day activities and tasks per the needs of the team to accomplish the outcomes for the key initiatives.
- The work completed by Coplogic through this SOW is independent of any other MSP effort.

TASKS:

No DTMB technical support is required to assist with this project.

DELIVERABLES:

Does not apply since no deliverables will be created.

ACCEPTANCE CRITERIA:

Does not apply since no deliverables will be created.

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report will contain details relevant to this support agreement.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

Coplogic will bill annually in advance for the staff members at the beginning of the State's fiscal year. 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.

LexisNexis Coplogic Solutions Proposal Cost:		
	Hours	Amount
Software Support Resources (3)	12,000	\$1,380,000

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Mary Roush
LexisNexis Coplogic Solutions
Mobile: 517-881-4142
Mary.Roush@lexisnexisrisk.com

The designated Agency Program Manager is:

F/Lt. Alan J. Renz
Incident Section Commander
Criminal Justice Information Center
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-648-5871
Fax: 517-241-1644
RenzA1@michigan.gov

The designated DTMB Program Manager is:

Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

Does not apply.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Copologic Solutions for MSP will continue to work out of locations across the United States.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract, therefore hours and conditions do not apply.



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 **26**
 to
 Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC
	1000 Alderman Drive
	Alpharetta, GA 30005
	Mary Roush
	517-881-4142
	mary.roush@lexisnexisrisk.com
	CV0060187

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

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$16,330,443.26	\$111,435.00	\$16,441,878.26		
DESCRIPTION				
Effective 9/7/2021, the parties add \$111,435.00 for MSP to procure the Trooper Location Capture enhancement services detailed in the attached statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency, DTMB Central Procurement and State Administrative Board approval on 9/7/2021.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov



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

Project Title: Trooper Location Capture	Period of Coverage:
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 7/22/21
Agency Project Manager: F/Lt. Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

As noted on the [MSP Transparency and Accountability](#) web page:

With a commitment to transparency in our operations and administration, the Michigan State Police is making the below information easily accessible for review by the public because public trust and support is essential to good community policing strategies and maintaining accountability.

This site includes [Traffic Stop Data](#) that is tracked within the eDaily module, supporting MSP's commitment to:

"unbiased policing and the equitable treatment of all persons. Department policy prohibits stopping or detaining anyone based solely on their race or ethnicity."

Location information used for this reporting is entered into the system manually by users within eDaily. If a Traffic Stop originates from a Citation, location information entered manually within eCitation is then imported into eDaily. No GPS coordinates are captured within either module.

Race information is also captured via the UD-10 Traffic Crash Report in eCrash and is used in transparency reporting. Location information in that module is specified by the user via an electronic map (see details below). GPS coordinates are retrieved for that location and added to the UD-10 Traffic Crash Report. Crash data is then imported into eDaily.

From Change Notice 6 to the contract:

In 2016, LexisNexis developed a tool for the MSP to assist the troopers with capturing accurate crash location information. This was called the Crash Location Improvement Project (CLIP) and was requested under Contract No. 071B5500023, Change Notice No. 1 (formerly Change Notice No. 4).

The CLIP module (CLIP 1.0) made an electronic map available to troopers that allowed them to zoom in and out on the streets, allowing them to better gauge the exact location of the crash. The troopers could click on a single point on the road to identify the exact location where the crash occurred. In addition to capturing the location of the crash with increased accuracy, the location information auto-populated into many fields on the UD-10 Traffic Crash Report ("UD-10"), thus reducing the time it takes troopers to complete the UD-10.

The CLIP project has been successfully deployed within MSP, and now the MSP Traffic Crash Reporting Unit is requesting: 1). that LexisNexis make the CLIP module available to the local law enforcement agencies that are currently utilizing the LexisNexis eCrash application, and 2). that LexisNexis make certain enhancements to the CLIP module, as further specified herein. This effort is called the CLIP 2.0 Project ("CLIP 2.0").

Implementing CLIP 2.0 at these additional local law enforcement agencies will enhance the quality and accuracy of data received from around the state and will allow the Traffic Crash Reporting Unit to make better decisions through analyzing the data.

PROJECT OBJECTIVE:

MSP has requested LexisNexis Coplogic Solutions expand capabilities within eDaily, eCrash, and eCitation as it relates to capturing the location of an activity / event with increased accuracy, supporting improved decision making through data analysis. Additionally, the enhancements outlined below will reduce the time it takes troopers to complete their work.

SCOPE OF WORK:

The LexisNexis software will be enhanced to record the trooper's location (latitude and longitude) based on information from their car's modem. This information will be collected via a GPS stream broadcasted on a designated State of Michigan port. The GPS coordinates will then be used to pre-populate fields on the eDaily report, the UD-10 Traffic Crash Report, and the Citation. Existing CLIP functionality will be leveraged to reduce work effort and training efforts. The modules will be modified in the following manner.

I. eDaily

- A. When a trooper initiates an activity from the New Activity Window, the eDaily will capture the current location (latitude and longitude) of the trooper via the GPS stream. The following services currently utilized in eCrash will be used to populate the COUNTY, CITY/TWP, ADDRESS, and AT OR NEAR fields (Location fields), where the state service can provide this information. If the state service cannot provide information, the user will need to populate the fields on their own within the activity. Note: AT OR NEAR fields will utilize the closest intersection.
 - o http://www.mcgi.state.mi.us/ws_mspclip/CrashServices.svc/rest/findLocation?cnty={COUNTYFIPS}&mcd={MCDFIPS}&str={STREETNAME}&xstr={CROSSSTREETNAME}
 - o http://www.mcgi.state.mi.us/ws_mspclip/CrashServices.svc/rest/findStreet?cnty={COUNTYFIPS}&str={STREETNAME}
 - o http://www.mcgi.state.mi.us/ws_mspclip/CrashServices.svc/rest/findCollisionLocation?lat={LATITUDE}&lon={LONGITUDE}&isIntersection={ISINTERSECTION}
- B. On the Activity Header, a button will be added that allows the trooper to change the location. When a trooper clicks the "Update Location" button, the CLIP tool will open with the pin placed at the location designated by the GPS coordinates. To change the location, the trooper can drop a new pin and when they click the "Export Location" option in CLIP, the GPS coordinates and the location fields in the Activity Header will be updated.

STOP - TRAFFIC STOP

Activity time: 06/10/2021 County: 56 - MIDLAND City/Twp: 04 - HOMER TWP

Clear time: 06/10/2021 Address: MAIN ST At or Near: LONG ST

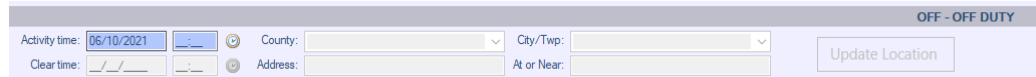
Update Location

The following services will be used to render the map with the associated pin:

- o <http://gisp.mcgi.state.mi.us/ArcGIS/rest/services/BaseMap/StreetMap/MapServer>
- o http://gisp.mcgi.state.mi.us/arcgis/rest/services/BaseMap/StreetMap_tpt/MapServer

NOTE: MSP has identified a need for non-roadway pin drops within CLIP. If a state service is available, this additional requirement can be met. If a state service is not available, the user will not be able to update information to a non-roadway location.

- C. The location fields in the Activity Header will remain active, allowing the trooper to make modifications to the location (e.g. adding a house number).
- D. For activities that cannot accept one of the Location fields identified above (e.g. OFF DUTY), fields will not be populated with the current location. Additionally, the “Update Location” button will be disabled.

A screenshot of a web application interface for location management. At the top right, it says "OFF - OFF DUTY". Below this, there are several input fields: "Activity time:" with a date "06/10/2021" and a calendar icon; "County:" with a dropdown arrow; "City/Twp:" with a dropdown arrow; "Clear time:" with a clock icon; "Address:" with a text input field; and "At or Near:" with a text input field. To the right of these fields is a button labeled "Update Location".

- E. The GPS coordinates will be stored in the database, but not visible to the user.

II. eCrash

Currently, when the user clicks on the Road Name field in a crash report, CLIP is launched and the map zooms in to the area in which the user’s agency is located. The user is required to drop a pin at the location of the crash.

- A. The eCrash module will be modified so that the GPS coordinates of the trooper’s current location will be used to place the pin on the map upon launch of CLIP. If it is necessary to update the location, the user can launch CLIP and drop a new pin. When they click the “Export Location” option in CLIP, fields on the UD-10 will be auto-filled with the appropriate location data, including GPS coordinates.

NOTE: MSP has identified a need for non-roadway pin drops within CLIP. If a state service is available, this additional requirement can be met. If a state service is not available, the user will not be able to update information to a non-roadway location.

- B. The location fields in the crash report will remain active, allowing the trooper to make modifications to the location, with the exception of the GPS coordinates which are not modifiable currently.
- C. For any Crash report imported into a trooper’s eDaily report, GPS coordinates of the crash will be used to populate both the latitude and longitude on the activity as well as the Location fields identified in Section I above.
- D. Per Change Notice 6 (referenced above), CLIP functionality was expanded for use within Local Agencies. Therefore, enhancements described here will be available for all eCrash users within Michigan.

III. eCitation

- A. The eCitation module will be modified so that the GPS coordinates of the trooper’s current location will be used to pre-populate fields on the Location tab. If it is necessary to update the location, the user can launch CLIP (via “Update Location” option on the Location tab) and drop a new pin. When they click the “Export Location” option in CLIP, fields on the Location tab will be auto-filled with the appropriate location data.

NOTE: MSP has identified a need for non-roadway pin drops within CLIP. If a state service is available, this additional requirement can be met. If a state service is not available, the user will not be able to update information to a non-roadway location.

- B. The location fields in the citation will remain active, allowing the trooper to make modifications to the fields.
- C. For any Citation imported into a trooper's eDaily report, coordinates will be used to populate both the latitude and longitude on the activity as well as the Location fields identified in Section I above.
- D. The GPS coordinates will be stored in the database, but not visible to the user.
- E. Enhancements described here will only be available for MSP users within Michigan.

Once development work is complete, LexisNexis Coplogic Solutions will conduct testing to ensure functionality is working as expected. The software will then be made available for MSP testing in the Beta environment.

Assumptions

- The proposed enhancement will use the existing services utilized by the eCrash module. The State of Michigan shall be responsible for any licensing with an applicable vendor for the expanded use of the services above.
- Any fundamental change with regards to mapping services or how coordinate data is provided will be covered under a separate change notice.

TASKS:

Assistance from DTMB Center for Shared Solutions (CSS) will be required if there are technical issues with either:

- The utilization of the services referenced above for obtaining map and location data; or,
- Obtaining the trooper's location from the GPS stream.

DELIVERABLES:

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

- Documentation (as appropriate) detailing how the functionality described above will work. Note: MSP has provided base requirements for this functionality as included herein.
- Development and deployment of the Trooper Location Capture functionality.

ACCEPTANCE CRITERIA:

Once the development of the Trooper Location Capture functionality is completed, it will be made available for acceptance testing. The State will be responsible for reviewing the integration for conformity to the requirements. Any non-conformities discovered will be fixed by LexisNexis Coplogic Solutions. Work will not be considered complete until the State accepts the system delivered.

Acceptance criteria for the deliverables include:

- Location is captured on each eDaily activity, Citation, and Crash Report as defined, pre-populating fields and setting the pin on the map to the coordinates pulled from the GPS stream when CLIP is launched.
- The import of a Citation or a Crash Report into eDaily will pre-populate information identified above.

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report contains accomplishments and identifies any work completed for which billing will be initiated.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

Payment will be made on Satisfactory Final Acceptance at conclusion of the contract. 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.

LexisNexis Coplogic Solutions Proposal Cost:		
	Hours	Amount
Trooper Location Capture	969	\$111,435.00

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Mary Roush
LexisNexis Coplogic Solutions
Mobile: 517-881-4142
Mary.Roush@lexisnexisrisk.com

The designated Agency Program Manager is:

F/Lt. Alan J. Renz
Incident Section Commander
Criminal Justice Information Center
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-648-5871
Fax: 517-241-1644
RenzA1@michigan.gov

The designated DTMB Program Manager is:

Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

- MSP will perform all testing / validation of the software changes upon deployment to the Beta environment.
- MSP will work with DTMB CSS if issues arise in the testing with services included or information retrieved off the GPS stream provided.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Copologic Solutions for MSP will continue to work out of locations across the United States.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract, therefore hours and conditions do not apply.



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 **25**

to

Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC	STATE	Program Manager	Various	MSP
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Mary Roush		Contract Administrator	Jarrod Barron	DTMB
	517-881-4142			(517) 249-0406	
	mary.roush@lexisnexisrisk.com			barronj1@michigan.gov	
	CV0060187				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 14, 2014	September 13, 2015	5 - 1 Year		September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$16,147,513.76	\$182,929.50		\$16,330,443.26	
DESCRIPTION				
Effective 6/9/2021, the parties add \$182,929.50 for the additional 195 eCitation licenses and maintenance for DNR detailed in the attached documentation. 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	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov

COST TABLE

ADDING eCITATION LICENSES AND MAINTENANCE FOR DNR

Part Number	Description	Quantity	Unit Price	Amount
78611	<u>LexisNexis® eCitation</u> <ul style="list-style-type: none">• Issue traffic, parking, and warning citations• Development for NCIC interface• Voice response and distribution of citation numbers	195	\$795.00	\$155,025.00
64452	<u>LexisNexis® eCitation Annual Support and Maintenance</u> <ul style="list-style-type: none">• Unlimited customer support (phone and e-mail)• Patches and upgrades as released	195	\$143.10	\$27,904.50
Quote Subtotal				\$182,929.50
Sales Tax				N/A

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 **24**
 to
 Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC	STATE	Program Manager	Various	MSP
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Mary Roush		Contract Administrator	Jarrod Barron	DTMB
	517-881-4142			(517) 249-0406	
	mary.roush@lexisnexisrisk.com			barronj1@michigan.gov	
	CV0060187				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,868,063.76	\$279,450.00	\$16,147,513.76		
DESCRIPTION				
Effective 5/11/2021, the parties add \$279,450.00 for MSP to procure the eAICS database administration support services detailed in the attached statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency, DTMB Central Procurement and State Administrative Board approval on 5/11/2021.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov



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

Project Title: eAICS DBA Support	Period of Coverage: 2/10/2020 - 9/30/2022
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 2/23/21
Agency Project Manager: F/Lt. Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

The Electronic Automated Incident Capture System (eAICS) was implemented at MSP by LexisNexis Coplogic Solutions in 2016. The system is hosted by Saginaw County Information Technology and consists of the following databases:

“[Redacted for Security Purposes]”

Prior to 2/10/2020, the database administrator (DBA) team under DTMB Agency Services managed these databases in conjunction with MSP (database security and access controls). The DBA contracted to support MSP's eAICS system was being paid under State of Michigan Contract Number 190000000286 with InformationBuilders (IB). When a Stop Work Order for IB was put into effect, his assignment ended. Since that time, LexisNexis Coplogic Solutions has taken on the DBA role for eAICS.

PROJECT OBJECTIVE:

MSP has requested LexisNexis Coplogic Solutions to provide database administration support for eAICS, which is hosted by Saginaw County.

SCOPE OF WORK:

LexisNexis Coplogic Solutions will provide support and maintenance services for the eAICS databases identified above. Various tools will be used to support the activities below:

- **Monitoring:** Tracking of database performance and resources to ensure high performance and availability to end users. Includes:
 - Performance tuning of long running queries
 - Optimization of stored procedures
 - Validation of new code for quality prior to deployment
 - Support of database driven activities, including, but not limited to, SQL Reports, notifications, maintenance plans and database backup provisioning
- **User Access Control:** Provisioning and maintenance of user accounts
- **Patching:** Monthly Windows patching; SQL server and hardware patching as needed

Assumptions

Saginaw County Information Technology will retain responsibility for daily backups and storage of the database.

TASKS:

No DTMB technical support is required to assist with this project.

DELIVERABLES:

Does not apply since no deliverables will be created.

ACCEPTANCE CRITERIA:

Does not apply since no deliverables will be created.

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report will contain details relevant to this support agreement.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

Payment will be made on an annual basis in conjunction with the payment for eAICS Support and Maintenance. 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.

LexisNexis Coplogic Solutions Proposal Cost:		Hours	Amount
DBA Support Services for 10/1/2020 thru 9/30/2021		1215	\$139,725.00
DBA Support Services for 10/1/2021 thru 9/30/2022		1215	\$139,725.00
TOTAL			\$279,450.00

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Mary Roush
LexisNexis Coplogic Solutions
Mobile: 517-881-4142
Mary.Roush@lexisnexisrisk.com

The designated Agency Program Manager is:

F/Lt. Alan J. Renz
Incident Section Commander
Criminal Justice Information Center
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-648-5871
Fax: 517-241-1644
RenzA1@michigan.gov

The designated DTMB Program Manager is:

Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

Communications to the field regarding any down time required to complete database maintenance and support activities (i.e., patching).

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Coplogic Solutions for MSP will continue to work out of locations across the United States.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract, therefore hours and conditions do not apply.

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 **23**

to

Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC	STATE	Program Manager	Various	MULTI
	1000 Alderman Drive				
	Alpharetta, GA 30005		Contract Administrator	Jarrod Barron	DTMB
	Mary Roush			(517) 249-0406	
	517-881-4142			barronj1@michigan.gov	
	mary.rous@lexisnexisrisk.com				
	CV0060187				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,868,063.76	\$30,016.00	\$15,898,079.76		
DESCRIPTION				
Effective 4/14/2021, the parties add \$30,016.00 for DNR to purchase and implement 32 eCitation licenses and one year of annual maintenance and support at the existing contract rates per the attached statement of work. 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	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov



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

Project Title: LexisNexis (Coplogic Solutions eCrash and eCitation)	Period of Coverage:
Requesting Department: MDNR-LED	Date: 3/2/2021
Agency Project Manager: Sergeant Mark Papineau	Phone: 989-418-9434
DTMB Project Manager: Michael Cooley	Phone: 517-897-2460

BACKGROUND:

The Michigan Department of Natural Resources Law Enforcement Division (MDNR-LED) manages traffic crash reports and law citations. MDNR-LED currently uses LexisNexis Coplogic Solutions **eCrash** Software (free of cost) which enables the collection and the online distribution of Reports via Provider's eCommerce portal(s), LexisNexis® Police Reports.com, or its successor(s). The purpose of this statement of work is to add LexisNexis Coplogic Solutions **eCitation** to the agreement to enable electronic ticket writing and the ability to print citations on demand. This Statement of Work is hereby added to Contract 071B5500023 via a Contract Change Notice and is subject to the terms thereof. Further, the parties agree that the eCrash Software provided heretofore and in the future shall likewise be subject to the terms of Contract 071B5500023 at the pricing previously agreed and stated herein.

PROJECT OBJECTIVE:

The objective of this project is to add **eCitation** to the MDNR-LED Coplogic Solutions software package.

SCOPE OF WORK:

eCrash Scope of Services:

LexisNexis Coplogic Solutions will provide the following Services to MDNR subject to the provisions of this Statement of Work. Any change to the Services as set forth in this Statement of Work that occur after the Contract Change Notice effective date must be made by amendment to Contract 071B5500023 pursuant to its terms governing contract change notices. LexisNexis Coplogic Solutions will provide the following Services subject to MDNR's technology capabilities, processes, and work-flow functionality:

1. Permit connection of LexisNexis Coplogic Solutions' application on MDNR's application-compatible computing devices, with the following features:
 - a. Integrated crash scene diagramming;
 - b. Ability to interface with NCIC, NLETS, and state databases to auto-populate Reports with applicable data;
 - c. Voice response; and
 - d. Online agency administration portal to view Reports, generate analytics, and obtain information related to Agency's Reports.
2. Establish a communication protocol to electronically or manually transfer Reports in a timely manner from MDNR to LexisNexis Coplogic Solutions.
3. Provide Indefinite (non-purged) Report retention and distribution services.

The eCrash solution is at no cost to Michigan DNR Law Enforcement Division.

eCitation Scope of Services:

LexisNexis Coplogic Solutions will provide the following Services to MDNR subject to the provisions of this Statement of Work. Any change to the Services as set forth in this Statement of Work that occur after the Contract Change Notice effective date must be made by amendment to Contract 071B5500023 pursuant to its terms governing contract change notices. LexisNexis Coplogic Solutions will provide the following Services subject to MDNR's technology capabilities, processes, and work-flow functionality:

1. Provide Services including licenses for thirty two (32) devices to MDNR, enabling installation of the Services on MDNR's application-compatible computing devices to include the following features:
 - a. Voice response
 - b. Distribution of citation number
 - c. Ability to interface with NCIC to auto-populate Reports with applicable data
 - d. Online agency administration portal to view Reports and obtain information related to Agency's Reports.
2. Establish protocol to electronically transfer Reports in a timely manner from MDNR to LexisNexis Coplogic Solutions.
3. Provide Indefinite (non-purged) Report retention and distribution services.
4. Provide Support and Maintenance as listed:
 - a. Unlimited customer support (Phone and email)
 - b. Patches and upgrades as released.
5. As requested by MDNR, LexisNexis Coplogic Solutions agrees to configure the Services to the MDNR's specific and reasonable requirements as listed. Any configuration or customization of Services by LexisNexis Coplogic Solutions in accordance with this clause will become part of the Services and will continue to be subject to all the terms of the Agreement and this Statement of Work
 - a. Configuration of Courts
 - b. Configuration of Laws
 - c. Allow MDNR-LED to update DNR Laws as needed
 - d. Both MDNR and Michigan State Police (MSP) use the same courts, MSP system will be mirrored for MDNR.
6. Facilitate MDNR transfer of Reports to MDNR record management system. MDNR assumes any and all responsibilities for the actions or inactions of such transfers to MDNR Designated Third Parties and indemnifies LexisNexis Coplogic Solutions from any and all claims such parties may have arising from or relating to LexisNexis Coplogic Solutions' compliance with this MDNR request.

RMS Vendor: **State Records Management System supported by MSP**. Tech support phone: **517-335-7767** email: MSPSRMS@Michigan.gov

7. If maintenance requires updates to terms and conditions, MDNR will require users to accept those updates at the next login after the update has been provided.

TASKS & DELIVERABLES:

Technical support is required to assist with the following tasks. Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Contractor will provide the following Deliverables:

- Facilitate Configuration Sessions (as needed) and generate a Configuration Document that details the requirements / functionality of the requested configurations.
- Development of the configurations to the eCitation system.

ACCEPTANCE CRITERIA:

Once the development of the system configurations are completed, they will be made available for acceptance testing. The State will be responsible for reviewing the system for conformity to the requirements. Any non-conformities discovered will be fixed by LexisNexis. Work will not be considered complete until the State accepts the system delivered.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the MDNR and Department of Technology Management and Budget (DTMB) Project Managers throughout the life of this project. 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.

SPECIFIC DEPARTMENT STANDARDS:

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

TERM and PAYMENT SCHEDULE:

The State will pay Contractor a one-time \$25,440.00 fee to purchase 32 perpetual eCitation licenses and \$4,576.00 annually for support and maintenance thereof per the rates detailed in the table below. The effective date of the licenses and the effective date of the initial annual maintenance term will be the effective date of this Contract Change Notice. Pursuant to the renewal terms of Contract 071B5500023, the maintenance term may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration, provided Contract 071B5500023 is an open contract vehicle on that date.

Contractor may invoice for upon receiving a Purchase Order/Delivery Order from the State for those items listed in the Purchase Order. 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. All invoices must include the purchase order number. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual quantity and unit price 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.

Part Number	Description	Quantity	Unit Price	Amount
78611	<u>LexisNexis® eCitation</u> <ul style="list-style-type: none"> • Issue traffic, parking, and warning citations • Development for NCIC interface • Includes voice response and distribution of citation numbers 	32	\$ 795.00	\$ 25,440.00
64452	<u>LexisNexis® eCitation Annual Support and Maintenance</u> <ul style="list-style-type: none"> • Unlimited customer support (phone and e-mail) • Every critical patch and upgrade released 	32	\$ 143.00	\$ 4,576.00
Quote Subtotal				\$ 30,016.00
Sales Tax				As Applicable

EXPENSES:

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

PROJECT CONTACTS:

The designated Contractor Project Manager is

Derick Lamoureux
LexisNexis Risk Solutions
1000 Alderman Dr
Alpharetta, GA 30005
413.221.5770
FAX 844.240.8312
Derick.Lamoureux@lexisnexisrisk.com

The designated Agency Program Manager is:

Sergeant Mark Papineau
Department of Natural Resources
Law Enforcement Division
Constitution Hall
525 W Allegan
Lansing, MI 48933
989-418-9434
PapineauM@Michigan.Gov

The designated DTMB Program Manager is:

Michael Cooley
Department of Technology Management and Budget
Agency Services
Constitution Hall 1st floor
525 W Allegan
Lansing, MI 48933
517-897-2460
CooleyM@Michigan.Gov

AGENCY RESPONSIBILITIES:

Work with LexisNexis to ensure all work is correct and competley satisfied. Also answer all questions from LexisNexis in regards to work.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work remotely due to COVID-19

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 22

to

Contract Number 071B5500023

CONTRACTOR	LEXISNEXIS RISK SERVICES INC
	1000 Alderman Drive
	Alpharetta, GA 30005
	Mary Roush
	517-881-4142
	mary.roush@lexisnexisrisk.com
	CV0060187

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

CONTRACT SUMMARY

ECRASH AND ECITATION

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,778,363.76	\$89,700.00	\$15,868,063.76		

DESCRIPTION

Effective 1/26/2021, the parties add \$89,700.00 for the services detailed in the attached statement of work for integrating eAICS with N-Dex. 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	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov



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

Project Title: Mi-DEx / N-DEx Integration	Period of Coverage:
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 10/29/20
Agency Project Manager: F/Lt. Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

Information below provided courtesy of the [Mi-DEx website](#).

Mi-DEx is a joint initiative of the Michigan State Police, Michigan Association of Chiefs of Police, and the Michigan Sheriffs' Association to encourage information sharing. Mi-DEx provides a means to electronically share records management, jail, citations, and other information on a state and federal level through the use of the National Data Exchange (N-DEx) system. Mi-DEx is the "glue" that ties the separate information sharing collaboratives operating in the state into a statewide information sharing system. Agencies provide information to Mi-DEx, which provides a pass through to N-DEx. The Mi-DEx interface with N-DEx does not require that Michigan store information at the state level. Mi-DEx will simply consolidate information for passing on to N-DEx in a single nightly feed.

N-DEx, operated by the FBI, is a central repository of incident, arrest and other data. Agencies choose the type and amount of data they wish to contribute. The data they include in the Mi-DEx interface will be passed through to N-DEx. Participating law enforcement agencies can use the query and mapping tools available through N-DEx in their crime analysis efforts.

Prior to the implementation of the Electronic Automated Incident Capture System (eAICS) by LexisNexis Coplogic Solutions in 2016, MSP's incident management system transmitted data to N-DEx through Mi-DEx. Efforts were made following implementation to build the eAICS integration, but a change in MSP priorities resulted in the work being put on hold.

As the Mi-DEx pass-through to N-DEx now requires eAICS data be submitted in an xml format, the initial work completed by LexisNexis Coplogic Solutions on this initiative is not reusable.

PROJECT OBJECTIVE:

MSP has requested LexisNexis Coplogic Solutions to develop integration between eAICS and N-DEx via the Mi-DEx pass-through to comply with the CJIC 2020-2022 Strategic Plan:

Investment: Public Safety

Goal 1: Provide the highest quality law enforcement and public safety services by maximizing existing strengths and assets and by forging authentic community connections.

Objectives:

- 1.3. Reduce crime and improve traffic safety by developing and implementing annual district-level plans, comprised of post and section plans, based on data and best practices that focus on crime and traffic initiatives where department resources can make a positive impact by December 31, 2022.

Actions:

The Michigan Crime Reporting Unit with the support of the eApplications Unit will submit eAICS data to the FBI National Data Exchange by December 31, 2020.

Features and functionality for the integration are outlined in more detail below.

SCOPE OF WORK:

LexisNexis Coplogic Solutions will develop an integration between eAICS and N-DEX via the Mi-DEX pass-through. The integration will consist of the delivery of a daily xml feed to Mi-DEX utilizing the standard N-DEX format with additions specific to Mi-DEX. Details for the expected formats are included in the IEPD supplied by DTMB and will be used in the development of the integration.

The following documentation in the IEPD, which will be updated by MSP to include eAICS data mappings, will be used for the field level integration work:

- **Mi-DEX IEPD\docs\Mi-DEX mapping:** Identifies all data elements that can be provided to N-DEX, including designation which elements are required.
- **Mi-DEX IEPD\N-DEX-IncidentArrest-2.1.2\docs\N-DEX LEXS NIEM code tables:** Identifies all valid values for codes supplied via the integration.

Submissions will be limited to:

- Incidents that are:
 - Approved;
 - Status = Closed ("2 – Unfounded", "3 – Exceptional Clearance", or "5 – Closed"); and,
 - Security Level = "Unrestricted Access"
- Incidents for Agency ORIs that submit data to MICR
- Incidents with MICR reportable file classes

Once development work is complete, LexisNexis Coplogic Solutions will conduct testing of generated files to ensure all filters and mappings are applied as documented. The software will then be made available for MSP testing in the Beta environment.

At MSP's request, files will be generated using incident data in the Beta environment which will then be supplied to the department's N-DEX liaison for submission to the FBI for testing. Following the test data import, the FBI office will provide a Data Submission Report to MSP detailing if testing failed or passed.

Assumptions

- MSP will supply mappings for:
 - eAICS data elements included in the **Mi-DEX mapping** spreadsheet
 - eAICS codes to N-DEX included in the **N-DEX LEXS NIEM code tables** spreadsheet

LexisNexis Coplogic Solutions will use these mappings to complete development, working collaboratively with MSP to resolve any questions.

- MSP will perform all testing / validation of eAICS data on the N-DEX site as LexisNexis Coplogic Solutions does not have the authority to access to the site. This includes validation in both the Beta and production environments.

- MSP will work with DTMB / the FBI if issues arise in the testing that are not specific to the integration work completed by LexisNexis Coplogic Solutions.
- Based on the process defined, it will not be possible to test end to end prior to the production implementation. The actual file exchange via ftp is excluded as test files are sent via email to the MSP representative.
- No eAICS UI changes will be made. All integration work will be in the background. If there is an issue with a file(s) being supplied, regardless of whether on the eAICS or Mi-DEx side, an alert will identify the same and the issue addressed. There will be no failover to ensure continuous provision of files.
- Only structured data will be included in this integration. Narratives will be accounted for via a separate work order.
- If changes are made in either the Mi-DEx mappings or the N-DEx code mappings, they will be prioritized by MSP along with other items in the LexisNexis Coplogic Solutions backlog. No versioning is included in this work effort.
- Any major modification to the integration method described here shall require a separate work order.

TASKS:

DTMB support will be required if there are technical issues with the submission of eAICS data to Mi-DEx.

DELIVERABLES:

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

- Documents detailing how eAICS data elements and code values map to Mi-DEx / N-DEx. **Note:** MSP will provide the initial versions, LexisNexis Coplogic Solutions will verify and supply / retain the final versions.
- Development and deployment of the integration between eAICS and N-DEx via the Mi-DEx pass-through.

ACCEPTANCE CRITERIA:

Once the development of the Mi-DEx integration is completed, it will be made available for acceptance testing. The State will be responsible for reviewing the integration for conformity to the requirements. Any non-conformities discovered will be fixed by LexisNexis Coplogic Solutions. Work will not be considered complete until the State accepts the system delivered.

Acceptance criteria for the deliverables include:

- Only data for incidents defined above are displayed on the N-DEx site.
- All mapped data elements and codes are displayed as expected on the N-DEx site.

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report contains accomplishments and identifies any work completed for which billing will be initiated.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

Payment will be made on **Satisfactory Final Acceptance at conclusion of the contract**. 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.

LexisNexis Coplogic Solutions Proposal Cost:		
	Hours	Amount
Mi-DEx / N-DEx Integration	780	\$89,700.00

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Mary Roush
LexisNexis Coplogic Solutions
Mobile: 517-881-4142
Mary.Roush@lexisnexisrisk.com

The designated Agency Program Manager is:

F/Lt. Alan J. Renz
Incident Section Commander
Criminal Justice Information Center
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-648-5871
Fax: 517-241-1644
RenzA1@michigan.gov

The designated DTMB Program Manager is:

Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

- As stated in the Assumptions section above, MSP will supply mappings for eAICS data elements and codes to Mi-DEx / N-DEx values. LexisNexis Coplogic Solutions will utilize these mappings to build the integration.

- MSP will perform all testing / validation of eAICS data on the N-DEx site as LexisNexis Coplogic Solutions does not have the authority to access N-DEx. This includes validation in both the Beta and production environments.
- MSP will work with DTMB / the FBI if issues arise in the testing that are not specific to the integration work completed by LexisNexis Coplogic Solutions.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Copologic Solutions for MSP will continue to work out of locations across the United States.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract, therefore hours and conditions do not apply.



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 **21**
 to
 Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC	STATE	Program Manager	Various	MSP
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Mary Roush		Contract Administrator	Jarrod Barron	DTMB
	517-881-4142			(517) 249-0406	
	mary.roush@lexisnexisrisk.com			barronj1@michigan.gov	
	CV0060187				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,720,173.76	\$58,190.00	\$15,778,363.76		
DESCRIPTION				
Effective 12/21/2020, the parties add \$58,190.00 for the services detailed in the attached CVED eDaily Enhancements statement of work. 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	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov



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

Project Title: Develop CVED eDaily Modifications	Period of Coverag
Requesting Department: MSP CVED	Date: 12/15/2020
Agency Project Manager: MC Lt. Steven Horwood	Phone: 517-240-5120
DTMB Project Manager: N/A	Phone

BACKGROUND:

The MSP CVED eDaily collects officers daily activities. The eDaily information collected is used in various ways; for grant reporting to stake holders, reconciliation with payroll, and recognizing patterns and trends to ensure enforcement is efficient in all areas.

PROJECT OBJECTIVE:

The objective of this project is make enhancements/modifications in a few areas in the daily. The CVED eDaily was built on a trooper platform and this enhancement would ensure data is being captured correctly. Field supervision will be able to see everything on all MC Officer dailies.

SCOPE OF WORK:

Contractor will modify and enhance the following seven areas of functionality:

- Display Notes for All Activities
- Traffic Stop and Original Workflow Change
- Mirror Original Activity to Traffic Stop
- Secondary Location Requirement
- Allow Supervisors Access to Staff Dailies (provide read only access to actual daily entries)
- Create CVED Summary Report
- WIM and WWIM will be required fields

TASKS & DELIVERABLES:

Technical support is required to assist with the following tasks. Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Contractor will provide the following Deliverables:

- Facilitate Design Sessions (as needed) and generate a Design Document that details the requirements / functionality of the requested modifications.
- Development of the modifications to the eDaily system.

ACCEPTANCE CRITERIA:

Once the development of the system modifications are completed, they will be made available for acceptance testing. The State will be responsible for reviewing the system for conformity to the requirements. Any non-conformities discovered will be fixed by LexisNexis. Work will not be considered complete until the State accepts the system delivered.

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:

One \$58,190.00 payment will be made after satisfactory acceptance of all deliverables listed herein. 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 Contractor Project Manager is:

Ms. Mary Roush
LexisNexis Coplogic Solutions
MSP HQ
1st Floor
7150 Harris Drive
Dimondale, MI 48821
517-881-4142
Mary.Roush@lexisnexus.com

The designated Agency Program Manager is:

MC Lt. Steven Horwood
State Support Section
MSP HQ 1st Floor
7150 Harris Drive
Dimondale, MI 48821
517-240-5120
517-284-8127
horwoods@michigan.gov

The designated DTMB Program Manager is: N/A

AGENCY RESPONSIBILITIES:

Work with LexisNexis to ensure all work is correct and completely satisfied. Also answer all questions from LexisNexis in regards to work.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work remotely due to COVID-19.

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 **20**
 to
 Contract Number **071B5500023**

CONTRACTOR	LexisNexis Coplogic Solutions Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Mary Roush
	517-881-4142
	mary.roush@lexisnexisrisk.com
	VS0091805

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

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	2 Years	September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,615,213.76	\$2,104,960.00	\$15,720,173.76		
DESCRIPTION				
Effective 9/1/2020, the parties extend the contract two years and add \$2,104,960.00 to coterminate the contract with the maintenance schedule and pricing previously negotiated in Contract Change Notice 7. The parties also agree to continue the software licensing and maintenance true-up and escrow pricing at the rates established in the Contract Change Notice 8. All other terms, conditions, specifications and pricing remain the same. Per Contractor, Agency, DTMB Procurement and State Administrative Board approval on 9/1/2020.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov



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 **071B5500023**

CURRENT CONTRACTOR	LEXISNEXIS RISK SERVICES INC	NEW CONTRACTOR	LexisNexis Coplogic Solutions Inc.
	1000 Alderman Drive		1000 Alderman Drive
	Alpharetta, GA 30005		Alpharetta, GA 30005
	Tim Bingham		Mary Roush
	502-905-0251		517-881-4142
	timothy.bingham@lexisnexisrisk.com		mary.roush@lexisnexisrisk.com
	CV0060187		VS0091805

STATE CONTACTS					
Program Manager	Various	MSP	Contract Administrator	Jarrod Barron	DTMB
				(517) 249-0406	
				BarronJ1@michigan.gov	

CONTRACT SUMMARY			
ECRASH AND ECITATION			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (PRC)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,615,213.76	\$16,560.00	\$13,631,773.76		

DESCRIPTION
 Effective 7/16/2020, the parties add \$16,560.00 for the training system development services detailed in the attached statement of work. The parties also agree to assign to contract to LexisNexis Coplogic Solutions, Inc. All other terms, conditions, specifications and pricing remain the same. Per Contractor, Agency, DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov



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

Project Title: Develop Regional Academy Training System	Period of Coverage:
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 6/22/20
Agency Project Manager: F/Lt. Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

The State of Michigan consists of multiple regional academies that provide training for future officers of local law enforcement agencies. Training curriculum consists of Michigan Commission on Law Enforcement Standards (MCOLES) required elements, in car experiences, and academy defined elements. As a part of the in car experience, recruits write citations and crash reports on paper. Though the exercise reinforces terminology and information needed to complete each, the majority of recruits that take on full time positions will be required to perform these job functions electronically.

As more than 70% of Michigan law enforcement agencies utilize LexisNexis Coplogic Solutions' eCitation and eCrash systems, MCOLES has requested a training system be developed for use by the regional academies. The purpose is to provide an environment in which local police recruits can learn the system in advance of taking a full or part time position.

PROJECT OBJECTIVE:

MCOLES has requested LexisNexis Coplogic Solutions to develop a Regional Academy training system for the eCrash and eCitation modules. The new system will enforce consistency in training across the state and better prepare recruits by providing in car experiences that more closely align to future job functions. Features and functionality for the new system are outlined in more detail below.

SCOPE OF WORK:

LexisNexis Coplogic Solutions will develop a training system with full use of the eCrash and eCitation modules by configuring separate agency ORIs for each of the current regional police academies ([listed here](#)). Once the agencies have been created, LexisNexis Coplogic Solutions will create a standalone version of the software for each.

Additionally:

- Agencies will have access to the "Demo LEIN" NCIC client, which contains test scenarios provided by MCOLES. These scenarios will be the same for all agencies.
- LexisNexis Coplogic Solutions will add the capability to print a Crash Report from within the training system. Note: This functionality will not be available to any other Michigan State Police (MSP) or local agency.

- The standalone version will be configured to bypass the system's login screen.

Once the configuration and development work is complete, LexisNexis Coplogic Solutions will deliver the software via a method jointly agreed upon with MCOLES.

Assumptions

- No internet connection is required for any users of the training system.
- New crash or citation data entered into the training system will be saved only to that machine. It will not be submitted to any central repository for review / approval.
- The current production version will be delivered to MCOLES. No updates to the system will be made after the initial distribution.
- The new agencies will utilize existing MSP dropdown values. No updates to these dropdowns will be made after the initial distribution.

TASKS:

No DTMB technical support is required to assist with this project.

DELIVERABLES:

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

- Design Document that details the requirements / functionality of the Regional Academy Training system.
- Development of the Regional Academy Training system.

ACCEPTANCE CRITERIA:

Once the development of the Regional Academy Training system is completed, it will be made available for acceptance testing via a mutually agreeable method of transfer. The State will be responsible for reviewing the system for conformity to the requirements. Any non-conformities discovered will be fixed by LexisNexis Coplogic Solutions. Work will not be considered complete until the State accepts the system delivered.

Acceptance criteria for the deliverables include:

- A fully functioning eCrash module for each of the regional police academies, including the ability to print a crash report within the application
- A fully functioning eCitation module for each of the regional police academies, including the ability to print a citation within the application
- All LEIN test scenarios provided by MCOLES are available through the "Demo LEIN" NCIC client in the eCrash and eCitation modules

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report contains accomplishments and identifies any work completed for which billing will be initiated.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

Payment will be made on Satisfactory Final Acceptance at conclusion of the contract. 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.

LexisNexis Coplogic Solutions Proposal Cost:		
	Hours	Amount
Develop Regional Academy Training System	144	\$16,560.00

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Mary Roush
LexisNexis Coplogic Solutions
Mobile: 517-881-4142
Mary.Roush@lexisnexisrisk.com

The designated Agency Program Manager is:

F/Lt. Alan J. Renz
Incident Section Commander
Criminal Justice Information Center
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-648-5871
Fax: 517-241-1644
RenzA1@michigan.gov

The designated DTMB Program Manager is:

Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

- Provide LEIN test scenarios that will be loaded into the training system (same for each regional police academy).

- Conduct acceptance testing of the Regional Academy Training System.
- Provide initial training sessions to designated MCOLES representatives. A train-the-trainer approach will be taken.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Copologic Solutions for MSP will continue to work out of locations across the United States.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract, therefore hours and conditions do not apply.



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 **18**
 to
 Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions, Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Tim Bingham
	502-905-0251
	timothy.bingham@lexisnexisrisk.com
	CV0060187

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

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,482,503.76	\$132,710.00	\$13,615,213.76		
DESCRIPTION				
Effective 3/31/2020, the parties add \$132,710.00 for the GAR Reports Project enhancement services detailed in the attached statement of work. All other terms, conditions, specifications and pricing remain the same. Per Contractor, Agency, DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov

Statement of Work – GAR Reports Project

I. Project Description:

This Statement of Work (“SOW”) is between the Michigan State Police, hereinafter referred to as the “MSP” and LexisNexis Coplogic Solutions Inc., hereinafter referred to as “LexisNexis.” This SOW is effective as of the date signed by the last party signing (“Effective Date”). State and LexisNexis are individually referred to as “Party” and collectively referred to as “Parties.”

MSP has requested that LexisNexis create the following type of reports for the Grant Activity Reporting (“GAR”) module utilizing data from the eAICS solution. These reports will be accessible from within the eAICS application. The usability, details, and output of the GAR reports will be outlined in the following items listed below.

II. Description and Scope of Services:

1. Search Criteria for the GAR Reports

LexisNexis will add new search criteria to the existing eAICS Reports and Analytics section that will allow the user to search for and return information back based on report type selected.

*Search Range <input checked="" type="checkbox"/> ORI <input type="checkbox"/> County <input type="checkbox"/> District <input type="checkbox"/> All	Details County <input type="text"/> City/Twp <input type="text"/> Institution <input type="text"/> Date Range <input type="text" value="06/17/2018"/> <input type="text" value="0000"/> to <input type="text" value="06/17/2019"/> <input type="text" value="2359"/> Agency ORI <input type="text" value="MI3300287"/> Incident Number <input type="text" value="-"/>
--	---

See **Appendix A** for the Reports Specific Search Criteria that lists the various reports and what additional search criteria will be added in addition to the current set of search criteria (as shown in the example above). The report specific search criteria will be shown dynamically based on the report selected by the user.

2. Byrne-Jag and HIDTA Reports

a. Canned Reports

LexisNexis will create two canned reports for the Byrne-Jag and the HIDTA reports. The data will be populated based on the date range selected for either of the reports. To see the details of the data fields and static layout of the Byrne-Jag report please see the following Appendices:

- See **Appendix B** for the Byrne-Jag Report
- See **Appendix C** for the HIDTA Report

Note that these two reports will be exportable only in PDF format.

3. Consolidate and Create GAR Specific Reports

LexisNexis will create new MSP consolidated reports within the eAICS application to capture the remaining data elements that were not contained in the original set from the MICJIN QA Portal. These reports will show the text description (Alphabetical) of the field and the associated value in tabular format. The following is a list of new reports that will be created:

1. Presentation
2. Chit Deposit
3. Forfeiture
4. Expenses
5. Inventory

6. Other Revenue
7. CIS-63C
8. CI reliability
9. Wiretaps
10. Damages
11. Other Activity Information

See **Appendix D** for the Reports Analysis that outlines the various reports, including the data elements they will contain and additional Search criteria.

4. Exporting of the Reports

LexisNexis will create the ability to export the reports listed above into Microsoft Excel format that can be downloaded from the eAICS application to the user's local PC.

III. Assumptions

The following assumptions have been made relative to the future delivery and implementation of the GAR Reports project. These assumptions have driven the decisions and mechanisms that will be used to create and render the GAR reports within eAICS. If at any time these assumptions are changed and/or amended, the process should be reviewed for any impact on the delivery of the required functionality.

1. The reports will be rendered in SSRM
2. Reports will be populated from the data available from eAICS. No additional data elements or manipulation of the data will be done as part of this project.

IV. Deliverables:

As part of this endeavor, LexisNexis will provide the following items:

LexisNexis Deliverables and Task Associated with the GAR Reports Project:

- Facilitate Design Sessions and a Design Mapping Document that details GAR Reports Project.
- Development of the GAR Reports for the MSP eApplications solution.

V. LexisNexis Proposal Cost:

GAR Reports Project

	Hours	
1. Byrne-Jag and HIDTA Reports (Option A)	220	\$25,300.00
2. GAR Specific Reports (11)	934	\$107,410.00
TOTAL		\$132,710.00

Contractor shall invoice the State after all deliverables have been formally tested and approved by the State. Any invoices shall be paid in full by the State within thirty (30) days from the invoice date.

Appendix A

Report Specific Search Criteria

GAR Reports

Field Matrix Analysis

- HIDTA and Byrne-JAG reports use 39 of 213 fields from GAR as well as several fields from the eAICS Incident
- 62 of the remaining GAR fields are not needed, either because they are included on existing receipts or the information comes from the incident
- Up to 104 *additional* fields exist in GAR that should be in a report
- Some existing reports may need modification (esp arrest reports)

Reports

1. Presentation
2. Chit Deposit
3. Forfeiture
4. Expenses
5. Inventory
6. Other Revenue
7. CIS-63C
8. CI reliability
9. Wiretaps
10. Damages
11. Other Activity Information

New Reports

1. Presentation
 - a. Presentation Date
 - b. Presentation Name
 - c. Presentation Number of Hours
 - d. Presentation City/Twp
 - e. Presentation County
 - f. Presentation Attendees (optional, included in HIDTA report)
 - g. Presentation Type (optional, included in HIDTA report)
 - h. Filters:
 - i. Presentation Date
2. Chit Deposit
 - a. Date
 - b. Deposit Into Source
 - c. Amount
 - d. Notes
 - e. Filters:
 - i. Deposit into source
 - ii. Deposit Date
3. Forfeiture
 - a. Violation Status
 - b. Disposition Completion (?)
 - c. Received Value
 - d. ADM-27 #
 - e. Received by
 - f. Grow Lights
 - g. Notes
 - h. Product Of
 - i. Pending Appeal
 - j. Adoptive Seizure
 - k. Financial Institution
 - l. Date Deposit
 - m. Expense – Expense Type
 - n. Expense – Expense Date
 - o. Expense – Expense Amount
 - p. Expense – Expense Paid To
 - q. Expense – Expense Completed By
 - r. Expense – Expense Notes
 - s. Total Proceeds
 - t. (additional items from incident)
 - u. Filters:

- i. Violation Status
- ii. Product Of
- iii. Date Deposit (?) Date Seized (?)

4. Expenses

- a. On Behalf Of
- b. Officer 2
- c. Source Of Funds
- d. Expense Type
- e. Amount
- f. Object Code
- g. Itemization
- h. Receipt #
- i. Source #
- j. AgencyAutoNumber
- k. Explanation
- l. (additional items from incident)
- m. Filters:
 - i. Expense Date
 - ii. Expense Type
 - iii. Source number (?)

5. Inventory

- a. Serial Number
- b. Model Number
- c. Manufacturer
- d. Vendor
- e. Acquisition Date (?)
- f. Cost
- g. Condition
- h. Date Submitted (?)
- i. HIDTA Asset Tag #
- j. Out of Inventory
- k. Notes
- l. (additional items from incident)
 - i. Acquisition Date (?)
 - ii. Out of Inventory?

6. Other Revenue

- a. Forfeiture Sharing
- b. Restitution
- c. Other
- d. Received from Agency
- e. Amount
- f. Date Deposited

- g. ADM-27 #
 - h. Notes
 - i. Filters:
 - i. Date deposited
 - ii. Forfeiture sharing?
 - iii. Restitution?
 - iv. Other?
- 7. CIS-63C
 - a. CI Number
 - b. Date
 - c. Audit Number
 - d. On Behalf Of
 - e. Officer 2
 - f. Receipt #
 - g. Itemization
 - h. Amount
 - i. Filters:
 - i. CI Number
 - ii. Expense Date
 - iii. On Behalf Of
 - iv. Officer 2
- 8. CI Reliability
 - a. CI Number
 - b. Date
 - c. Action
 - d. Current Status
 - e. Control Officer
 - f. Witness
 - g. Notes
 - h. Filters:
 - i. CI Number
 - ii. Date
 - iii. Action
 - iv. Current Status
 - v. Control Officer (?)
- 9. Wiretaps
 - a. Phone Number
 - b. Start Date
 - c. # of days
 - d. End Date
 - e. Notes
 - f. Filters:

- i. Start Date
- 10. Damages
 - a. Activity Date
 - b. Damage Type
 - c. Value
 - d. Description
 - e. Incident Number
 - f. Filters:
 - i. Activity Date
 - ii. Damage Type
- 11. Other Activity Information
 - a. Significant
 - b. Surveillance
 - c. Search Type
 - d. Search Of
 - e. Entry Type
 - f. Entry Details
 - g. Mask Worn
 - h. Protective Services Called
 - i. Protective Services Action
 - j. Interdiction Type
 - k. Number of Parcels
 - l. Delivery
 - m. Notes
 - n. Filters:
 - i. Activity Date
 - ii. Significant
 - iii. Surveillance
 - iv. Search Type
 - v. Entry Type
 - vi. Interdiction Type

Reports to update

Appendix B
Example Byrne-Jag Report Format Layout

BYRNE JAG MULTIJURISDICTIONAL TASK FORCES QUARTERLY PROGRAM REPORT

AUTHORITY: 1935 PA 59, as amended; **COMPLIANCE:** Voluntary, however, grant funds will be withheld if not submitted on a quarterly basis

- Use this form to provide a **complete** description of all project activities during this quarterly reporting period.
- All Quarterly Program Reports (QPR) are fill-in enabled using Microsoft Word.
- Additional copies of the QPR can be obtained from the Michigan State Police (MSP), Grants and Community Services Division website at www.michigan.gov/cjgrants. To download these reports, click on "Byrne JAG & RSAT Grant Application and General Information" and then "Forms."
- **This QPR is due to the MSP no later than 20 days following the end of the quarterly report period.** Unless prior arrangements have been made with your grant advisor, the report is due on **January 20, April 20, July 20, and October 20.**
- Failure to submit the report by the due date will cause the MSP to withhold the release of funds.
- After completing each report, be sure to save it to your computer. You will be attaching the report to your account within the MSP's e-grant system (MAGIC+), for electronic submission.
- If you have any questions regarding this form, please contact the Grants and Community Services Division at (517) 373-2960.

I. General Information		
Grantee Name Michigan Department of State Police		MSP Project Number M.A.N.T.I.S
Project Title Monroe Area Narcotic Team & Investigative Services		
Project Start Date 10/01/16	Project End Date 9/30/2017	
Report Quarter <input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input checked="" type="checkbox"/> 4th	Report Period Ending Date 09/30/2017	
Person Completing this Report (Name and Title) D/Lt. Marc Moore		
Telephone Number 734-240-2605	FAX Number 734-240-2865	Email Address moorem21@michigan.gov
II. Drug Trends		
Child Safety: Indicate the number of children present when search warrants and/or arrests were made during the quarter. Separate methamphetamine manufacture cases from other circumstances.	Number of Children	
	Drug	Meth Production
Children ages 0-4	6	0
Children ages 5-10	4	0
Children ages 11-16	0	0

II. Drug Trends (Continued)

Community Involvement/Crime Prevention:

Did the task force make any presentations, conduct trainings, or attend any community meetings this quarter? If so, fill in the information below.

Activity	Number of Events	Number of Attendees
Presentation(s)	3	90
Training(s)	0	0
Community Meeting(s)	1	12

III. Drug Activities

List the number of joint investigations that were initiated/concluded this quarter with federal, state, and local agencies. Also, list the number of federal and state arrests as a result of these investigations.

AGENCY NAME	Number of Investigations		Number of Federal/State Arrests	
	Initiated	Concluded	Arrests	Counts
DEA				
FBI				
ATF				
INS				
Customs				
U.S. Marshals Service				
IRS				
U.S. Coast Guard				
Michigan Attorney General				
Local Agency	2	2		
Other: MSP, DPD	2	2		

III. Drug Activities (Continued)										
Byrne JAG MJTF Progress Report										
Drug Type	Number of Arrests				Total Quantity Seized					
	Tier 1	Tier 2	Tier 3	Tier 4	Pounds	Ounces	Grams	Dosage Units	Plants	Other Describe
Heroin	1						2.3			
Prescription Opiates		1						98		
Methamphetamine							11.4			
Cocaine	3		1				243.9			
Marijuana	3		1				163.5		238	
Prescription Stimulants							29			
Prescription Depressants										
Synthetic Drugs										
Other, Hallucinog							14.1			MDMA
Other, Hallucinog							52			Psilocybin

III. Drug Activities (Continued)

Cases Generated Categories	This Quarter
Number of Complaints Opened	27
Number of Complaints Closed	32

Search Warrant/Consent Search Categories	This Quarter
Search Warrants Requested	10
Search Warrants Executed	10
Consent Searches Requested	1
Consent Searches Executed	1

Methamphetamine	This Quarter
Number of Methamphetamine Labs Seized	0
Number of Assists of Methamphetamine Labs Seized	0
Number of Dump Sites Responded to	0
Number of Chemical/Glassware Sites Responded to	0

Firearm Seizures	This Quarter
Pistols	3
Shotguns and Rifles, Excluding Assault Rifles	3
Other Firearms	0

IV. Criminal Activities (Do Not Report Drug Arrests in this Section)

Gang Activity	Federal	State
Number of New Gang Investigations	0	0
Number of Gang Arrests	0	0
Number of Successful Prosecutions	0	0

Asset Forfeiture	This Quarter
Number of Asset Seizure Cases Initiated	7
Number of Asset Forfeiture Dispositions	5

V. Personnel Information

Sworn Personnel During this Quarter

Increased by: _____

☐ Remained the Same

Decreased by: 1

Total Grant-funded Personnel

0

List Departments and Position Title:

1-MSP (D/Lt.)

1-MSP (Sgt.)

1-MSP (D/Tpr.)

1-Monroe County Sheriff's Office (Dep.)

1-Monroe Police Department (Cpl.)

List Departments and Position Title:

Total Non-Grant-funded Personnel

5

Appendix C

Example HIDTA Report Format Layout



MICHIGAN HIDTA

28 West Adams, Suite 400
Detroit, MI 48226
313-967-4500



Task Force Quarterly Report

INSTRUCTIONS:

- Provide narrative description and statistical data which captures your Initiative's activities for the quarter.
- Failure to submit this report may result in delay or suspension of awarded funds.
- The completed Quarterly Report must be returned electronically to the Michigan HIDTA no later than 10 days following the close of the calendar quarter. Reports are due April 10, July 10, October 10, January 10.
- E-mail completed report to Michigan HIDTA PMP Coordinator Paula Coon at pcoon@mi.hidta.net with a cc to Deputy Director Craig Summers at csummers@mi.hidta.net
- Direct questions to PMP Coordinator Paula Coon at **313-967-4501**.
- All *statistical data* to be credited to your Initiative **MUST** be contained in the ***Statistical Section*** of this report, starting on Page 4. Information contained in the *Summary Narrative Section* of this report does NOT get transferred to the Statistical Section.
- Remember to **SAVE** your report frequently to prevent loss of data.

REPORTING PERSON'S CONTACT INFORMATION

Initiative/Task Force Name:	<input type="text" value="SELECT INITIATIVE NAME"/>		
Calendar Year:	<input type="text" value="SELECT YEAR"/>	Calendar Quarter:	<input type="text" value="SELECT QUARTER"/>
Reporting Person's Name:	<input type="text"/>		
Reporting Person's Mailing Address:	<input type="text"/>		
Reporting Person's Telephone Number:	<input type="text"/>		
Reporting Person's FAX Number:	<input type="text"/>		
Reporting Person's E-mail Address:	<input type="text"/>		

NARRATIVE SUMMARY

Part 1

Provide a **BRIEF** description of **SIGNIFICANT** investigations, seizures, dismantlements, disruptions, case openings and closures. DO NOT report routine or minor investigations, seizures, arrests or activities.

Statistical information, drug and asset seizures, etc., you mention in this Narrative Summary **MUST** also be entered in the **Statistical Section** of this report in order to populate in your PMP Core Tables.

NARRATIVE SUMMARY

Part 2

In this section provide information regarding emerging drug trends, threats or significant changes in drug activity, significant meetings/presentations with school and/or community groups including topics discussed, and any changes in task force personnel or participating agencies.

STATISTICAL SECTION

Data provided in the following sections will be populated in your PMP Core Tables.

CLANDESTINE LABORATORY CASES

Lab Dump Sites Seized:

Chemical/Glassware Equipment Seized:

Children Affected:

Notes:

METH LABS DISMANTLED BY LAB SIZE

The Office of National Drug Control Policy Reauthorization Act of 2006 requires all law enforcement entities participating in the Michigan HIDTA to provide methamphetamine laboratory seizure data to the national clandestine laboratory database/National Seizure System at the El Paso Intelligence Center (EPIC).

Less Than 2 Ounces: 2 - 8 Ounces: 9 - 31 Ounces: 32 - 159 Ounces:

Notes:

SUPER LABS BY LAB SIZE

To enable entry of Super Lab Data, NSS number is required. Initiative must file Clan Lab Reporting Form #143 with EPIC. NSS Number is then issued.

160 - 320 Ounces: NSS Number:

Over 320 Ounces: NSS Number:

Notes:

OTHER CLANDESTINE LABS (Add a Lab)

Lab Type: **SELECT LAB TYPE** End Product:

Lab Capacity: 2 oz or Less: 3 - 9 oz. 10 - 31 oz. 32 - 159 oz. More than 10 lbs:

Notes:

You May Add Another Lab on Next Page

OTHER CLANDESTINE LABS (Add a Lab)

Lab Type: End Product:

Lab Capacity: 2 oz or Less: 3 - 9 oz. 10 - 31 oz. 32 - 159 oz. More than 10 lbs:

Notes:

NEW HIDTA CASES

HIDTA Initiative Cases Opened:

Notes:

CASE SUPPORT

Analytical Support (AS): Report only cases which comply with the definition of AS. Report only AS provided by an analyst embedded with your TF or DSEMIC/MIOC analyst. If AS is provided by an analyst seated at the HIDTA, do not report. Provide case # for every case which receives AS in NOTES box below. A case receiving AS can be reported **ONLY ONCE** each Calendar Year. The *customer* must complete a Customer Survey every time AS is reported. Return completed survey with quarterly report.

Cases Provided Analytical Support:

In Notes Box below, list Case Numbers which received Analytical Support and submit a Case Support Survey for each case with this report.

Notes:

FUGITIVES

See next page for clarification of reporting Fugitives vs. Arrests.

Total Fugitives Arrested:

Of Total Fugitives Arrested, Enter Number of Arrests Which Were Drug-Related:

Of Total Fugitives Arrested, Enter Number Which Resulted from DHE Activities:

Notes:

OTHER OUTPUTS

REPORTING OF MANDATORY OUTPUTS

Forensics, TSU and REDRUM

Continue to report Other Outputs from the pick list in the boxes below. Your Other Output information will be maintained internally at Michigan HIDTA but will not be reported in PMP.

All Other HIDTA Initiatives

Report **ONLY** the four Other Outputs **ARRESTS**, **CRIMINAL GROUPS**, **FIREARMS SEIZED** and **WIRETAPS**. This information is required for PMP.

ARRESTS vs. FUGITIVE

Do not double count **Arrests/Fugitives**. Count each apprehension as **either** an *Arrest* or *Fugitive*.

Report ARRESTS in Other Output box below. Arrest refers to the taking into custody of a person for the purpose of holding them to answer a criminal charge.

Report "**Total Fugitives Arrested**" on previous Page 5. A fugitive is any individual for whom a warrant for arrest has been issued; who has escaped custody of federal, state, or local law enforcement or correctional authorities; for whom a warrant for arrest, or equivalent document, has been issued by a foreign government; or who has escaped custody of foreign law enforcement or correctional authorities, and for whom the United States has received a request for assistance in locating or apprehending.

WIRETAPS

A wiretap is a form of electronic monitoring where a federal or state court order authorized law enforcement to surreptitiously listen to phone calls or intercept wireless electronic text messages or video communications. Report only the number of lines (telephone numbers) for which a court order authorized eavesdropping. Do not report an extension of a court order for the same telephone line (Number) unless the extension is spanning the calendar year being reported. Dialed number recorders (Pen Registers) are not considered a wiretap for PMP reporting purposes.

Firearm	Other Output:	<input type="text"/>	Total:	<input type="text"/>
	Other Output:	<input type="text"/>	Total:	<input type="text"/>
	Other Output:	<input type="text"/>	Total:	<input type="text"/>
Criminal Group or Organization	Other Output:	<input type="text"/>	Total:	<input type="text"/>
	Other Output:	<input type="text"/>	Total:	<input type="text"/>
	Other Output:	<input type="text"/>	Total:	<input type="text"/>
	Other Output:	<input type="text"/>	Total:	<input type="text"/>

Notes:

<div></div>

ASSET SEIZURES

IMPORTANT: If an asset seizure is made jointly with another HIDTA Task Force, one Task Force may claim the entire seizure on their Quarterly Report, or the claim for the seizure may be split among two or more HIDTA Task Forces. If the seizure claim is split, each Task Force must indicate in the **Comments** section below, specifically how the seizure claim is being split, including identifying the other Task Force(s). *Example: Total seizure is \$8,000; \$4,000 claimed by BAYANET and \$4,000 by FANG.*

Comments = Provide item specifics like 2013 Ford Focus, Playstation, PC computer, etc.

CASE NUMBER	CASH OR OTHER	DATE SEIZED	\$ VALUE	DTO	COMMENTS (Provide Item Specifics)

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CASE NUMBER	CASH OR OTHER	DATE SEIZED	\$ VALUE	DTO	COMMENTS (Provide Item Specifics)

DRUG SEIZURES

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Marijuana: Must specify type in "Drug Name" field (Marijuana, Edibles, Plants-Indoors, Plants-Outdoors, BC Bud or Medical)

County = County in which drug was seized.

CASE NUMBER	DRUG NAME	DATE SEIZED	COUNTY	QUANTITY	DRUG UNIT	DTO	COMMENTS

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CASE NUMBER	DRUG NAME	DATE SEIZED	COUNTY	QUANTITY	DRUG UNIT	DTO	COMMENTS



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 **17**
 to
 Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions, Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Tim Bingham
	502-905-0251
	timothy.bingham@lexisnexisrisk.com
	CV0060187

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

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,458,928.76	\$23,575.00	\$13,482,503.76		
DESCRIPTION				
Effective 2/27/2020, the parties add \$23,575.00 for the MC Officer Road Patrol Activity Type enhancement services in the attached statement of work. All other terms, conditions, specifications and pricing remain the same. Per Contractor, Agency, DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov

February 5, 2020

Capt. Michael A. Krumm

Commercial Vehicle Enforcement Division
Michigan State Police
7150 Harris Drive
Dimondale, MI 48821
517-243-3309

RE: Statement of Work – MC Officer Road Patrol Activity Type

I. Project Description:

This Statement of Work ("SOW") is between the Michigan State Police, hereinafter referred to as the "MSP" and LexisNexis Coplogic Solutions Inc., hereinafter referred to as "LexisNexis." This SOW is effective as of the date signed by the last party signing ("Effective Date"). State and LexisNexis are individually referred to as "Party" and collectively referred to as "Parties."

MSP has requested that LexisNexis make the following enhancements to the existing CVED eDaily Solution per the details outlined in the description and scope of services section below.

If these items change at any time before or during the project, the scope of effort and cost associated with delivering this project may or may not change.

II. Description and Scope of Services:

MSP has requested that an activity type of MC Officer Road Patrol be added for selection within the CVED eDaily solution. The new activity type will have the characteristics defined below.

Activity Specifications

This is a stand-alone activity that will:

- Only be available to users with a rank of "MC Officer"
- Not have a "Convert to ORIG" option
- Not have a "MCSAP eligible" option
- Not be available as a Secondary activity

Valid Assignments

Activity appears if assignment equals:

- CVE Patrol - YES
- Investigator - YES
- Junior - No
- Non-Uniformed Personnel - No
- Out of Service - No
- Supervisor - No

- Weigh Station - YES

Financial Requirements

Time for this activity will be included in the 700 Special Project Code.

Activity Header

This new activity will replicate the 'Activity Header' of MCSRP- MC Supervisor Road Patrol and the current functionality. The rectangle box (red) in the image below indicates fields that must be available for entry.

The screenshot shows a software interface for 'MCSRP - MC SUPERVISOR ROAD PATROL'. At the top, there are input fields for 'Activity time' (11/20/2019 07:05), 'Clear time' (11/20/2019 07:30), 'County' (33 - INGHAM), 'City/Twp.' (15 - WHITE OAK TWP), 'Address' (M-52), and 'At or Near'. A red rectangle highlights these fields. Below them is a 'Notes' tab, which is currently selected and shows the text 'PATROLLING M-52 NORTHBOUND.' in a blue box. At the bottom, there are 'Save' and 'Cancel' buttons, and a status bar that says 'Ready'.

Field Name	Field Behavior
Activity Date	<ul style="list-style-type: none"> • Field is required to create activity. • Default to current date.
Activity Time	<ul style="list-style-type: none"> • Field is required to create activity.
Clear Date	<ul style="list-style-type: none"> • Field is required for submission. • Default to current date.
Clear Time	<ul style="list-style-type: none"> • Field is required for submission.
County	<ul style="list-style-type: none"> • Field is not required to create activity. • Values are the same as those for Trooper.
City/Twp.	<ul style="list-style-type: none"> • Field is not required to create activity. • Values are the same as those for Trooper. • List will filter based on County selected.
Address	<ul style="list-style-type: none"> • Field is optional.
At or Near	<ul style="list-style-type: none"> • Field is optional.

Tabs

This activity only needs a Notes tab which should function like the MCSRP-MC Supervisor Road Patrol activity. This field must be free text and not required. The entry length should be limited to 100 characters and pre-populated with the term, "**Patrol**" – include a "space" after the letter "l" in Patrol.

No new tabs will be required.

eDaily Report

When the new activity is displayed on the eDaily report (Preview in LN Client and PDF in Admin Portal), use the following to populate the columns.

Patrol (PTRL)

Column	Source
Code	n/a
Location	n/a
Description	[Notes] Example: THESE ARE THE COMMENTS ASSOCIATED WITH THIS ACTIVITY

III. Deliverables:

As part of this endeavor, LexisNexis will provide the following items:

LexisNexis Deliverables and Task Associated with the CVED eDaily System Proposal:

- Facilitate Design Sessions (as needed) and generate a Design Document that details the functionality of the CVED eDaily system.
- Development of the CVED system capability within the existing CVED eDaily application.

IV. LexisNexis Proposal Cost:

	Hours	Amount
Project Cost – MC Officer Road Patrol Activity Type	205	\$23,575.00
TOTAL		\$23,575.00

Contractor shall invoice the State after all deliverables have been formally tested and approved by the State. Any invoices shall be paid in full by the State within thirty (30) days from the invoice date.



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 **16**
 to
 Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions, Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Tim Bingham
	502-905-0251
	timothy.bingham@lexisnexisrisk.com
	CV0060187

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

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,394,528.76	\$64,400.00	\$13,458,928.76		
DESCRIPTION				
Effective 1/24/2020, the parties add \$64,400.00 for the Basic Activity Search for eDaily CVED Module enhancement services in the attached statement of work. All other terms, conditions, specifications and pricing remain the same. Per Contractor, Agency, DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov

January 6, 2020

Capt. Michael A. Krumm

Commercial Vehicle Enforcement Division
Michigan State Police
7150 Harris Drive
Dimondale, MI 48821
517-243-3309

RE: Statement of Work – Basic Activity Search for eDaily CVED Module

Project Description:

This Statement of Work ("SOW") is between Michigan State Police, hereinafter referred to as the "MSP" and LexisNexis Coplogic Solutions Inc., hereinafter referred to as "LexisNexis." This SOW is effective as of the date signed by the last party signing ("Effective Date").

MSP has requested LexisNexis to integrate the Basic Activity Search solution into the Admin Portal and the LexisNexis Local Client using data from the eDaily CVED module. As part of this effort, LexisNexis will integrate the ability for authorized users to create and run custom searches based on approved fields from the eDaily CVED module. The Basic Activity Search features and functionality are outlined in more detail below.

Description and Scope of Services:

Base Option

1. Authorized Access

LexisNexis will create a new CVED user group that allows authorized users to perform advanced searches via Basic Activity Search enhancement. This new group will be granted through the existing Admin Portal to individual users.

2. Advanced Search – Landing Page

LexisNexis will enhance both the existing Admin Portal and the LexisNexis Local Client and create a new section links to show the Advanced Search option when appropriate permissions are set.

Admin Portal In Progress

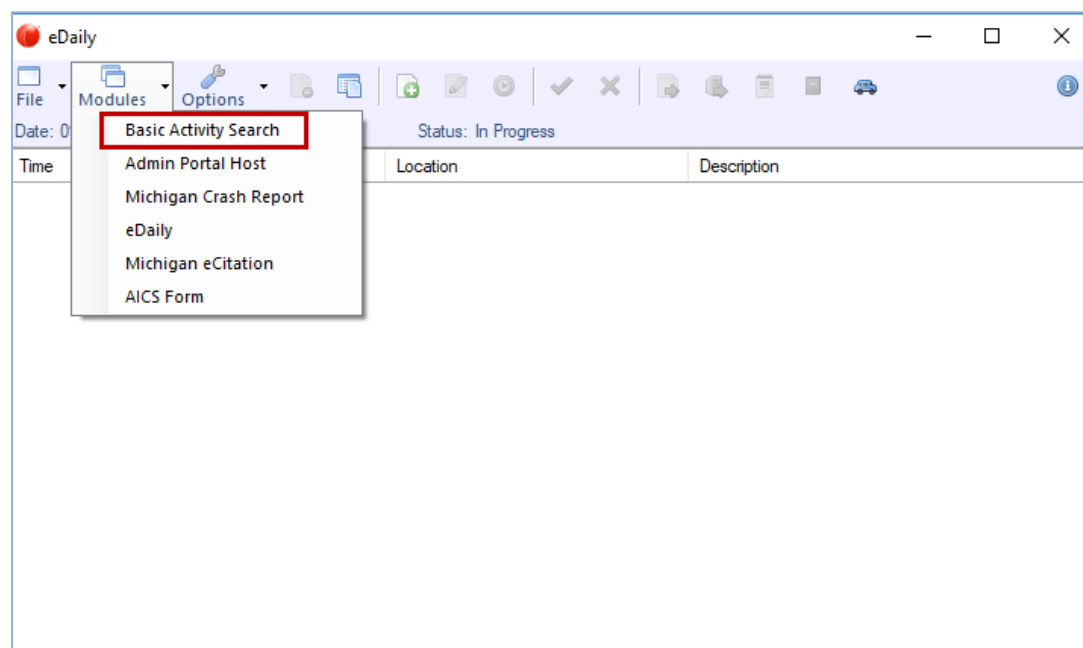
Use this page to view dailies that are in progress.

Refresh/Viewed Records

Check here to open items in a new window

Agency	Daily	Rank	Officer	Badge	Status	Supervisor Message
MI3300568	5/13/2019	Sergeant	JANZER, MIRANDA	1	InProgress	
MI3300568	5/3/2019	Civilian	GAUTAM, PURINDA	267191	InProgress	
MI3300568	5/2/2019	Sergeant	JANZER, MIRANDA	1	InProgress	
MI3300568	4/22/2019	Sergeant	JANZER, MIRANDA	1	InProgress	
MI3300568	4/19/2019	Sergeant	JANZER, MIRANDA	1	InProgress	
MI3300568	4/19/2019	Sergeant	SWIBETLAND, JAY	192	InProgress	
MI3300568	4/18/2019	Sergeant	JANZER, MIRANDA	1	InProgress	
MI3300568	4/17/2019	Analyst	KLINE, PHYLENA	439738	InProgress	0.4 ms
MI3300568	4/15/2019	Trooper	Schneider, Marilyn	001	InProgress	0.4 ms
MI3300568	4/11/2019	Analyst	KLINE, PHYLENA	439738	InProgress	0.5 ms
MI3300568	4/11/2019	Sergeant	JANZER, MIRANDA	1	InProgress	0.4 ms
MI3300568	4/10/2019	Analyst	Humes, Doug		InProgress	0.5 ms
MI3300568	4/9/2019	Sergeant	JANZER, MIRANDA	1	InProgress	0.6 ms
MI3300568	4/8/2019	Trooper	Schneider, Marilyn	001	InProgress	0.4 ms
MI3300568	4/5/2019	Sergeant	SWIBETLAND, JAY	192	InProgress	0.5 ms
MI3300568	4/2/2019	Analyst	JANZER, MIRANDA		InProgress	0.7 ms
MI3300568	3/26/2019	Analyst	JANZER, MIRANDA		InProgress	0.6 ms
MI3300568	3/26/2019	MC Supervisor	TURLAPATI, RADHA	267712	InProgress	0.4 ms
MI3300568	3/25/2019	Analyst	JANZER, MIRANDA		InProgress	128.3 ms

Example: Link to Basic Activity Search in the Admin Portal



Example: Link to Basic Activity Search in the LexisNexis Local Client

3. Basic Functions – Clear Search, Load Search, Save Search, Save Search As, Run

LexisNexis will provide left hand navigation of the basic functions for the following items: Clear Search, Load Search, Save Search, Save Search As, and Run.

The following is a brief description of the basic functions.

- **Clear Search** resets the Conditions window to the original default setting. IF a previous Search was executed and a Data Set is currently displayed, Clear Search will reset the Data Set.
- **Load Search** displays the Saved sub-screen, which lists all user's Saved Searches. Saved Searches are deleted and loaded from this sub-screen. Saved Searches are specific to each individual user and may not be shared. IF a Saved Search is selected and Load Search is clicked, THEN Conditions, Groups, and Operators will populate the Conditions screen. The user MUST then click Run.

- **Save Search** displays the Save Search sub-screen. This feature is used to save the Search presently in the Conditions sub-section. Simply give the Search a name and click Save Search.

Query is the primary mechanism of a Search Function. It specifies the information to be retrieved. Queries are comprised of Conditions, Groups of Conditions, and Operators.

1. Condition is the general component of a Query.
 - a. Queries are divided into rows and each row is a Condition.
 - b. A Query requires one or more Conditions.
 - c. All Conditions have three basic components (Source, Limit, and Value). These components join together to form a statement.
 - a. Source specifies the location where information is kept. It drills down from Report Type, to Category, to Sub-category (if applicable), and finally to the specific Field. Example: Incident – Property - Vehicle - Color
 - b. Limit restricts information. Limit may also be referred to as a condition, operator, filter, or “Where statement.” Examples: Is Equal To, Is not equal to, Is in List, Contains, Between, Starts With, etc.
 - c. Value is the actual restriction. Example: Vehicle Color Red, Last Name Smith, Street Name Main, or Vehicle Make Ford.
 - d. Condition Examples:
 - a. Vehicle Make / is equal to / Ford
 - b. Incident Date / is between / 9/1/2016 and 9/9/16
 - c. Person Name / contains / Rob
 - e. A Limit always requires at least one Value. However, Values are sometimes automated. The Value still exists; it simply does not require manual entry. For example, Incident Date within this month does not require manual entry of a Value because the system knows what month it is.
2. Group refers to multiple conditions joined together by a common Operator. An Operator change is the most common reason for adding a Group rather than adding another Condition. Different Groups are always joined by AND.
 - a. A Simple Query only has one Group.
 - b. A Complex Query has two or more Groups.

Conditions

Traffic Stops This Year

Select records where **all** of the following apply

- ☒ **Daily Date** within this year
- ☒ **Activity Type** is equal to **TRAFFIC STOP**
- ☒ **Assignment Worksite** is equal to **LANSING POST**

3. Operator modifies and joins Conditions.
 - a. There are four basic types of Operators:
 - a. IS AND
 - b. IS OR
 - c. IS NOT AND
 - d. IS NOT OR.
4. The Advanced Search use all four Operators but will default to IS AND. Changes to the Operator are made in the Header Row.

Conditions

Traffic Stops This Year

Select records where **any** of the following apply

- ☒ **Daily Date** within this year
- ☒ **Activity Type** is equal to **TRAFFIC STOP**
- ☒ **Assignment Worksite** is equal to **LANSING POST**

all
any
not all
none

- **Run** launches the Search presently displayed in the Conditions sub-section.

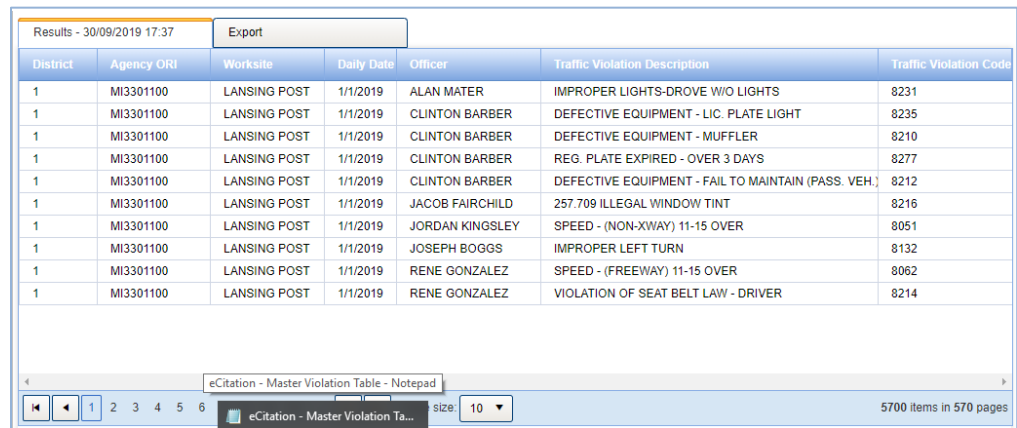
4. Result Sections

The results will be returned from the custom Search and displayed in the following Result Sections. The Result Sections displays the Data Set in a tabular format with two tabs, Results and Export.

I. Results Tab

This is where the details of the data set are returned. The Results Tab displays Information in a spreadsheet format with Columns and Rows.

- Columns represent fields. Field names are listed in the header row. Specific columns may or may not apply to a particular search and may be blank.
- Each row contains field values for a specific Search or Individual. Users may need to scroll right to see all columns.



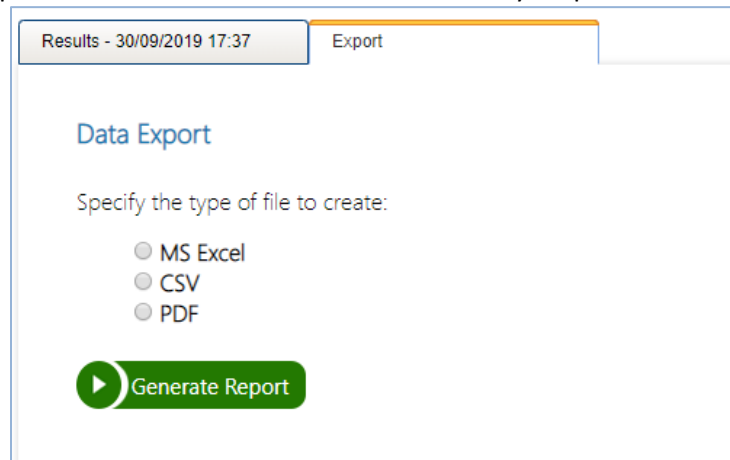
District	Agency ORI	Worksite	Daily Date	Officer	Traffic Violation Description	Traffic Violation Code
1	MI3301100	LANSING POST	1/1/2019	ALAN MATER	IMPROPER LIGHTS-DROVE W/O LIGHTS	8231
1	MI3301100	LANSING POST	1/1/2019	CLINTON BARBER	DEFECTIVE EQUIPMENT - LIC. PLATE LIGHT	8235
1	MI3301100	LANSING POST	1/1/2019	CLINTON BARBER	DEFECTIVE EQUIPMENT - MUFFLER	8210
1	MI3301100	LANSING POST	1/1/2019	CLINTON BARBER	REG. PLATE EXPIRED - OVER 3 DAYS	8277
1	MI3301100	LANSING POST	1/1/2019	CLINTON BARBER	DEFECTIVE EQUIPMENT - FAIL TO MAINTAIN (PASS. VEH.)	8212
1	MI3301100	LANSING POST	1/1/2019	JACOB FAIRCHILD	257.709 ILLEGAL WINDOW TINT	8216
1	MI3301100	LANSING POST	1/1/2019	JORDAN KINGSLEY	SPEED - (NON-XWAY) 11-15 OVER	8051
1	MI3301100	LANSING POST	1/1/2019	JOSEPH BOGGS	IMPROPER LEFT TURN	8132
1	MI3301100	LANSING POST	1/1/2019	RENE GONZALEZ	SPEED - (FREEWAY) 11-15 OVER	8062
1	MI3301100	LANSING POST	1/1/2019	RENE GONZALEZ	VIOLATION OF SEAT BELT LAW - DRIVER	8214

II. Export Tab

The Export Tab is used to export the Data Set. There are three supported extract format options.

- MS Excel
- CSV
- PDF

Export cannot limit the Data Set and will always export the entire Data Set.



Results - 30/09/2019 17:37

Export

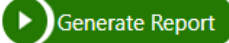
Data Export

Specify the type of file to create:

☐ MS Excel

☐ CSV

☐ PDF

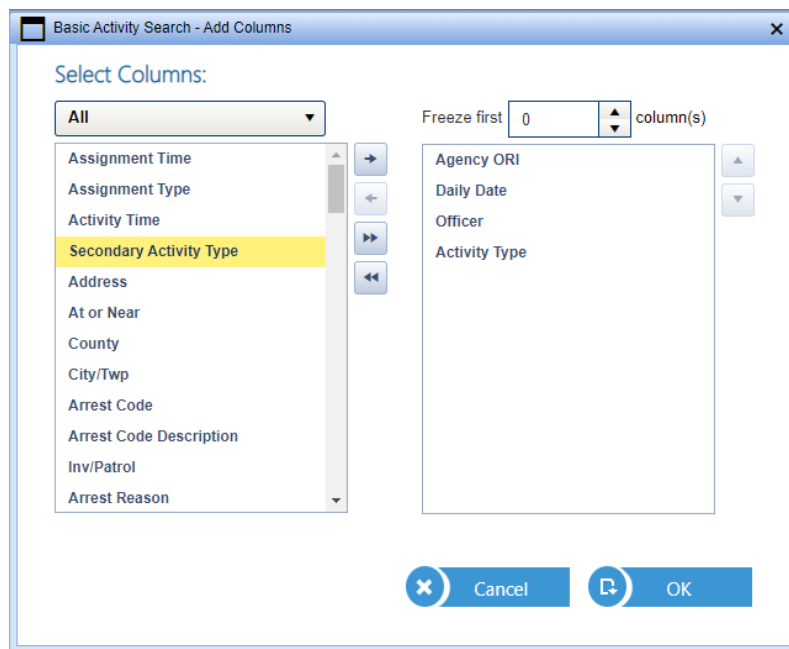


5. Mapping of the eDaily CVED data elements to the XML Model.

LexisNexis will work with MSP to map the data elements from eDaily CVED module to the Basic Activity Search solution. In addition to the mapping of the data elements, LexisNexis will apply advanced business rule logic to narrow down and/or filter results as possible.

6. Manage Output Values

Output Functions allow the user to limit the fields that display in the *Results Tab*. This is done by moving options from the Available Column to the Selected Column. Then click OK.



7. Shared Searches Section

LexisNexis will create a new section within the Admin Portal under Advanced Search for SHARED Searches, where authorized users can access and run shared searches that the CVED group creates and publishes. Only the CVED group will have the ability to create, edit, delete and publish searches based on field usage.

8. Canned Reports (Template Based Reports)

LexisNexis will create a new menu option within the Admin Portal under Advanced Search for canned Reports. The Report Result Layout would be static in look and would be based from data available within eDaily CVED data tables. Below is an example of a canned report creation screen. Common sets of search criteria (i.e. Agency, Officer Name, Start / End Date) will produce a data set into a pre-determined (static) form. The authorized user can then generate the reports in predefined formats.

Activity - Reports

Activity Reporting

Agency
STATE POLICE, POST 12

Officer:
None selected

Activity Start Date
05/12/2019

Activity End Date
05/14/2019

Search

Summary
Officer Details
Canned Reports

Generate Report

Select Report:

- ☒ Activity Report (Form 1A)
- ☐ Post Totals for Period (Form 6A)
- ☐ Overtime Worked by Unit (Form 8A)
- ☐ Daily Summary of Hours Worked (Form 10B)
- ☐ Workzone Daily Trooper Activity

Generate Report

The following reports have been identified by CVED as possible canned reports within the Basic Activity Search. Samples included in [Appendix A](#).

- Unapproved Dailies Report:** Shows officer dailies that are NOT in approved (Completed) status for a given date range and district(s). This report would be used to ensure that dailies in the system are properly approved.
- 40 Hours per Week Report:** Shows “Regular hours” (non-overtime or comp earned hours) worked for the week by officer, district, and date range. Weeks that do not total 40 hours are highlighted in a different font color. This report would be used to ensure that dailies are in the system for all days worked.
 - “Regular” hours would include:
 - ADM1 – Administrative 1st Shift
 - ANLV – Annual Leave
 - BLTU – Bank Leave Time
 - CMPU – Comp Used
 - FMLA – Family Medical Leave
 - FMSL – FMLA Sick
 - HOL1 – Holiday
 - JUR1 – Jury Duty
 - NPML – Nonpaid Military
 - SKLV – Sick Leave
 - UN01 – Union Activity
 - REG1 (Day) – 1st Shift Regular

- n. REG2 (Afternoon) – 2nd Shift Regular
 - o. REG3 (Midnight) – 3rd Shift Regular
 - p. There will be additional codes to add once LN completes the pending eDaily CVED enhancements (e.g., School Leave as an example).
3. **Special Project Report:** Shows a detailed Special Project used list (including status) for selected special project(s), date range, and district(s). The data in this report would be reconciled to SIGMA payroll.
 4. **Payroll Audit Report:** Shows the Hour Types from each officer daily grouped by work week for a given date range and district(s). The data in this report would be reconciled to SIGMA payroll.
 5. **Cost Allocation Report:** Provides the budget code hours by district for a date range. The data in this report is used to allocate motor carrier expenditures to various funding sources.
 6. **Truck Safety Grant Report:** Quarterly report identifying the results of the STET operations. Data used to plan future operations.
 7. **Data Extraction Report:** Report run on demand that includes raw data for Assignment Minutes, All Activities, Daily Hour Type, Citation Summary, Vehicle Weight, and Special Permit Inspection. This data will be used by the CVED team to generate other summary reports.

Cost:

Basic Activity Search Solution

	Hours	Amount
eDaily CVED Basic Activity Search	200	\$23,000.00
CVED Canned Reports (7)	360	\$41,400.00
TOTAL Options		\$64,400.00

Contractor shall invoice the State after all deliverables have been formally tested and approved by the State. Any invoices shall be paid in full by the State within forty-five (45) days from the invoice date.

Appendix A

Sample Reports (listed below, shown on pages that follow)

Accounting Reports

- Sample Unapproved Dailies Report
- Sample 40 Hours Per Week Report
- Sample Special Project Report
- Sample Payroll Audit Report

Division Reports

- Sample Truck Safety Grant Third Quarter Report
- Sample SP Hours Report

Data Extraction Report

- CVED eDaily Query



TRAFFIC SAFETY DIVISION
District - All Daily Hours Worked, Status (Unapproved)
10/1/18 to 10/31/18

9/14/19
10:22 am

*Unapproved
Dailies Report*

District	Worksite	ID	Officer Name	Date	Hours	Status	Supervisor
1	120	1068091	Lyden, Clifford L	10/1/18	10.00	Submitted	Bracco, George A
2	210	1112291	Kirk, Brian J	10/1/18	8.00	Submitted	Horwood, Steven S
	210			10/2/18	8.00	Submitted	Horwood, Steven S
	210			10/3/18	8.00	Submitted	Horwood, Steven S
	210			10/4/18	8.00	Submitted	Horwood, Steven S
	210			10/5/18	8.00	Submitted	Horwood, Steven S
2	210	1068094	Lopez-Patterson, Lucia O	10/1/18	8.00	Submitted	Phipps, Charles M
	210			10/2/18	8.00	Submitted	Phipps, Charles M
	210			10/4/18	8.00	Submitted	Phipps, Charles M
	210			10/5/18	8.00	Submitted	Phipps, Charles M
	210			10/8/18	8.00	Submitted	Phipps, Charles M
	210			10/9/18	8.00	Submitted	Phipps, Charles M
	210			10/10/18	8.00	Submitted	Phipps, Charles M
	210			10/11/18	8.00	Submitted	Phipps, Charles M
	210			10/12/18	8.00	Submitted	Phipps, Charles M
2	210	1066732	Willett, David S	10/2/18	8.00	Submitted	Phipps, Charles M
	210			10/3/18	8.00	Submitted	Phipps, Charles M
	210			10/4/18	8.00	Submitted	Phipps, Charles M
	210			10/5/18	8.00	Submitted	Phipps, Charles M
	210			10/6/18	8.00	Submitted	Phipps, Charles M
2	200	1107482	Wilson, Ryan C	10/4/18	8.00	Submitted	Horwood, Steven S
	200			10/5/18	8.00	Submitted	Horwood, Steven S
3	310	0178108	Clark, William L	10/1/18	8.00	Submitted	Frost, Ryan S
7	710	1084812	Roll, Joshua W	10/1/18	2.00	Submitted	Richardson, Paul J
	710			10/3/18	10.00	Submitted	Richardson, Paul J
	710			10/4/18	10.00	Submitted	Richardson, Paul J
	710			10/5/18	10.00	Submitted	Richardson, Paul J



TRAFFIC SAFETY DIVISION
Weekly Hours Worked - District 1, 2, 3, 5, 6, 7,
8, HQ
(Excludes Overtime & Comp Earned)
Approved Dailies
8/26/18 to 9/15/18

9/14/19
10:26 am

*40 Hours per
Week Report*

District	ID	Officer Name	Week Begin Date	Hours Worked
1	1124988	Anderson, Robert J	8/26/18	40.00
			9/2/18	40.00
			9/9/18	40.00
				120.00
1	0447922	Azelton, Richard G	8/26/18	40.00
			9/2/18	40.00
			9/9/18	40.00
				120.00
1	0447867	Black, Brett A	8/26/18	46.00
			9/2/18	40.00
			9/9/18	40.00
				126.00
1	1118077	Blakemore, Daniel C	8/26/18	40.00
			9/2/18	40.00
			9/9/18	40.00
				120.00
1	0181244	Blankenship, Steven J	8/26/18	40.00
			9/2/18	40.00
			9/9/18	40.00
				120.00
1	0172003	Bracco, George A	8/26/18	40.00
			9/2/18	40.00
			9/9/18	40.00
				120.00
1	1137526	Brooks, Jesica K	8/26/18	40.00
			9/2/18	40.00
			9/9/18	40.00
				120.00
1	0179337	Brown, Mark R	8/26/18	40.00
			9/2/18	40.00
			9/9/18	40.00
				120.00
1	1084783	Burger, Matthew R	8/26/18	40.00
			9/2/18	40.00
			9/9/18	40.00
				40.00



TRAFFIC SAFETY DIVISION
Special Project(s) Hours & Miles - District 1, 2, 3, 5, 6,
7, 8

9/14/19

10:19 am

ADD: Jr. Column

10/1/17 to 12/31/17

Special Project
Report

Project	District	Worksite	A?	Officer	Date	Miles	Reg. Hrs	O.T. Hrs	Total Hrs	
044 New Entrant Program										
	1									
		140	Y	1068088	Fisher, Kurt M	11/2/17		1	0.00	0.50
		140	Y	1068088	Fisher, Kurt M	11/13/17		2	0.00	1.50
		100	Y	0653997	Recollet, Eli A	12/1/17		0	0.00	0.33
		100	Y	0653997	Recollet, Eli A	12/8/17		2	0.00	1.50
		100	Y	0653997	Recollet, Eli A	12/19/17	30	8	0.00	8.00
						30	12	0.00	11.83	
	2									
		210	Y	1068094	Lopez-Patterson, Lucia O	10/31/17	86	8	0.00	8.00
		210	Y	1068094	Lopez-Patterson, Lucia O	11/21/17	17	2	0.00	1.50
		210	Y	1068094	Lopez-Patterson, Lucia O	11/30/17		1	0.00	1.08
		210	Y	1068094	Lopez-Patterson, Lucia O	12/11/17	48	3	0.00	2.50
						151	13	0.00	13.08	
	3									
		310	Y	0178108	Clark, William L	11/13/17		2	0.00	1.67
		310	Y	0178108	Clark, William L	12/5/17		1	0.00	0.67
							2	0.00	2.33	
	6									
		640	Y	0118405	Linebaugh, Marcia M	10/26/17		1	0.00	1.00
		640	Y	0118405	Linebaugh, Marcia M	11/7/17	38	8	0.00	8.00
		640	Y	0118405	Linebaugh, Marcia M	11/8/17	59	6	0.00	5.58
		640	Y	0118405	Linebaugh, Marcia M	11/28/17	300	8	0.00	8.00
		640	Y	0118405	Linebaugh, Marcia M	11/29/17	13	5	0.00	4.50
		640	Y	0118405	Linebaugh, Marcia M	12/19/17		1	0.00	1.00
						410	28	0.00	28.08	
	7									
		700	Y	0447998	Archer, Hugh P	10/30/17		1	0.00	0.50
		700	Y	0447998	Archer, Hugh P	10/31/17	185	10	0.00	10.00
		700	Y	0447998	Archer, Hugh P	11/2/17		1	0.00	0.75
		700	Y	0447998	Archer, Hugh P	11/7/17		3	0.00	3.00

Weekly Hours Worked
8/26/18 to 10/6/18

*Payroll Audit
Report*

9/14/19
10:30 am

1084770

Aho, Blake S

	SHIFT	REG	REG OT	S/D	S/D OT	ANUAL	SICK	UNION	COMPU	COMPE	OTHER	TOTAL
8/26/18												
8/27/18	2	8.50					1.50					10.00
8/28/18	2	10.00										10.00
8/29/18	2	10.00										10.00
8/30/18	2	10.00	3.00									13.00
Total:		38.50	3.00	0.00	0.00	0.00	1.50	0.00	0.00	0.00	0.00	43.00
												Core Hours: 40.00
9/2/18												
9/3/18	2					2.00					8.00	10.00
9/4/18	2	8.00					2.00					10.00
9/5/18	2	10.00										10.00
9/6/18	2	10.00										10.00
Total:		28.00	0.00	0.00	0.00	2.00	2.00	0.00	0.00	0.00	8.00	40.00
												Core Hours: 40.00
9/9/18												
9/10/18	2	10.00										10.00
9/11/18	2	10.00										10.00
9/12/18	2	10.00										10.00
9/13/18	2	10.00										10.00
Total:		40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00
												Core Hours: 40.00
9/16/18												
9/17/18	2	10.00										10.00
9/18/18	2	10.00										10.00
9/19/18	2	8.00				2.00						10.00
9/20/18	2	7.00					3.00					10.00
Total:		35.00	0.00	0.00	0.00	2.00	3.00	0.00	0.00	0.00	0.00	40.00
												Core Hours: 40.00
9/23/18												
9/23/18	3			10.00								10.00
9/24/18	3			10.00								10.00
9/25/18	3			10.00								10.00
9/26/18	2	10.00										10.00
Total:		10.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00
												Core Hours: 40.00
Grand Totals:		151.50	3.00	30.00	0.00	4.00	6.50	0.00	0.00	0.00	8.00	203.00

Total Core Hours During This Period: 200.00

ADD: Report Grand Total

**Michigan State Police
Commercial Vehicle Enforcement Division
FY 2019 Truck Safety Grant – Third Quarter Report**

ENFORCEMENT

Goal 1: Reduce commercial motor vehicle (CMV) involved fatal crashes from 75 (13.3%) as reported by the Traffic Crash Reporting System for the first three quarters of FY18 to 9.4% as identified in the Commercial Vehicle Enforcement Division (CVED) Strategic Plan by September 30, 2019.

Activity: The CVED will dedicate approximately 13,500 hours, divided among all districts to conduct STET operations, as mandated by MCL 247.675(4)(c), for the purposes of reducing CMV-related crashes and fatalities. These operations will focus on unsafe driving behaviors and defective equipment violations.

Toward Zero Deaths: The CVED will utilize an additional 750 hours of overtime for patrol and enforcement activities. This will occur during peak times, locations when and where CMV-related crashes occur, and other periods of peak traffic density, such as summer and holiday weekends. These patrols will occur in areas identified by each district's safety plan.

First - Fourth Quarters: The CVED will submit quarterly reports identifying the results of the STET operations and use the data to plan future operations. See the STET Activity Table in this report for quarterly activity and hours used.

Progress Report

STET Activity – 10/1/2018 thru 6/30/2019

ACTIVITY	4/1 – 6/30 TSF	FY19 TSF YTD	FY18 TSF YTD	4/1 – 6/30 TZD	FY19 TZD YTD	FY18 TZD YTD
Stops	2,653	5,628	6,075	224	346	566
Inspections	1,914	4,088	4,122	161	253	399
Verbal Warnings	1,664	3,549	3,457	122	181	321
Citations	1,362	2,832	2,945	128	196	282
TOTAL HOURS	4,489	9,539	8,964	254	398	631

CMV-Related Fatal Crashes – FY 2019 Third Quarter

CMV INVOLVED CRASHES	3rd QTR	FY19 YTD	FY18 YTD	PERCENT FY19 YTD	PERCENT FY18 YTD
Fatal Crashes	20	64	77	11.2%	12.4%
Total Crashes	3,048	10,711	11,657	4.5%	4.6%

Goal 2: Enhance CMV enforcement efforts by partially funding the hiring and training of approximately 15 new motor carrier officer recruits by September 30, 2019.

Activity: The CVED will endeavor to recruit, train, and graduate approximately 15 probationary motor carrier officers by September 30, 2019.

First - Fourth Quarters: The CVED will submit quarterly reports identifying the status of 24th Motor Carrier Officer Recruit School (MCORS).

Progress Report: The 23rd MCORS graduated on December 19, 2018. Four probationary officers graduated and were assigned to the field. The probationary officers have successfully completed the Field Training Officer program and can work the road alone.

The 24th MCORS is scheduled to begin July 28th, graduation will be December 13, 2019. We will start the school with 29 recruits, this will be our largest school since 2001. Sixty backgrounds were completed, 43 hiring interviews were conducted.

Note: While not an objective to this grant, a portion of the grant award is appropriated to support various Michigan State Police divisions as legislated under Public Act 207 of 2018. This appropriation will be indicated in the FY 2019 grant budget.



CVED Special Project Hours Report

(Date Range from October 1, 2019 to November 11, 2019)

District	Special Project (SP) Description	SP Code	Time Period	Allocated Hours	Hours Used	Hours Remaining	% Hours Remaining	Net Mileage
HQ								
	Recruit School Staff Overtime	604	10/01/2019-9/30/2020		402.6			
1								
	Truck Safety STETS	300	10/01/2019-08/31/2020	3,590.0	162.0	3,428.00	95.5%	2,466
	TSF Drive to Zero Overtime	601	10/01/2019-09/19/2020	150.0		150.00	100.0%	
	General Enforcement Overtime	605	10/01/2019-01/01/2020	372.0	122.00	250.00	67.2%	1,180
	MCSAP Overtime	606	10/01/2019-09/19/2020	460.0	-	460.00	100.0%	
	Clinton County Overtime	610	10/01/2019-09/19/2020	250.0	99.0	151.00	60.4%	2,224
2								
	Border Enforcement Overtime	101	10/01/2019-09/19/2020	560.0		560.0	100.0%	
	Truck Safety STETS	300	10/01/2019-08/31/2020	1,860.0		1,860.0	100.0%	
	TSF Drive to Zero Overtime	601	10/01/2019-09/19/2020	200.0		200.0	100.0%	
	General Enforcement Overtime	605	10/01/2019-01/01/2020	296.0	22.5	273.5	92.4%	142
3								
	Border Enforcement Overtime	101	10/01/2019-09/19/2020	340.0		340.0	100.0%	
	Truck Safety STETS	300	10/01/2019-08/31/2020	2,000.0	28.0	1,972.0	98.6%	286
	TSF Drive to Zero Overtime	601	10/01/2019-09/19/2020	75.0		75.0	100.0%	
	General Enforcement Overtime	605	10/01/2019-01/01/2020	124.0	85.5	38.5	31.0%	2,105
	Bay County Overtime	630	10/01/2019-09/19/2020	100.0	75.0	25.0	25.0%	1,129
5								
	Truck Safety STETS	300	10/01/2019-08/31/2020	1,590.0	32.0	1,558.0	98.0%	369
	TSF Drive to Zero Overtime	601	10/01/2019-09/19/2020	75.0	-	75.0	100.0%	
	General Enforcement Overtime	605	10/01/2019-01/01/2020	272.0	-	272.0	100.0%	
	MCSAP Overtime	606	10/01/2019-09/19/2020	260.0	-	260.0	100.0%	
6								
	Truck Safety STETS	300	10/01/2019-08/31/2020	1,590.0	8.0	1,582.0	99.5%	121
	TSF Drive to Zero Overtime	601	10/01/2019-09/19/2020	150.0	-	150.0	100.0%	
	General Enforcement Overtime	605	10/01/2019-01/01/2020	232.0	99.0	133.0	57.3%	1,974
	MCSAP Overtime	606	10/01/2019-09/19/2020	216.0	-	216.0	100.0%	
7								
	Truck Safety STETS	300	10/01/2019-08/31/2020	800.0	52.0	748.0	93.5%	732
	TSF Drive to Zero Overtime	601	10/01/2019-09/19/2020	50.0	-	50.0	100.0%	
	MDA Bovine TB Overtime	602	10/01/2019-09/19/2020	540.0	-	540.0	100.0%	
	General Enforcement Overtime	605	10/01/2019-01/01/2020	132.0	20.0	112.0	84.8%	448
	MCSAP Overtime	606	10/01/2019-09/19/2020	64.0	-	64.0	100.0%	
8								
	Border Enforcement Overtime	101	10/01/2019-09/19/2019	100.0	-	100.0	100.0%	
	Truck Safety STETS	300	10/01/2019-09/30/2020	930.0	236.8	693.2	74.5%	5,254
	TSF Drive to Zero Overtime	601	10/01/2019-09/19/2020	50.0	-	50.0	100.0%	
	General Enforcement Overtime	605	10/01/2019-01/01/2020	116.0	36.0	80.0	69.0%	768
All								
	Border Enforcement Overtime	101	10/01/2019-09/19/2020	1,000.0	-	1,000.0	100.0%	-
	Truck Safety STETS	300	10/01/2019-08/31/2020	12,360.0	518.80	11,841.20	95.8%	9,228
	TSF Drive to Zero Overtime	601	10/1/2019-09/19/2020	750.0	-	750.00	100.0%	-
	MDA Bovine TB Overtime	602	10/01/2019-09/19/2020	540.0	-	540.00	100.0%	-
	General Enforcement Overtime	605	10/01/2019-01/01/2020	1,544.0	385.00	1,159.0	75.1%	6,617
	MCSAP Overtime	606	10/01/2019-09/19/2020	1,000.0	-	1,000.00	100.0%	-

Sample CVED eDaily Query

USE OfficerDaily

```
select
asg.DailyAssignmentId, FirstName , LastName , LastName + ' ' + FirstName as 'LastFirst',
AssignmentType.Name as AssignmentName,
FinancialCode, Minutes,
OfficerDailyDate as Date,
Case ISNULL(SeniorOfficerId, 0) When 0 then 'No' ELSE 'Yes' END as IsJunior,
ReportStatus,
Code as SpecialProject,
District.Description as District,
MileageOut,
MileageIn,
WorksiteCode , Worksite.Description
u.Description as 'Car Number/Description'
from
DailyReport rep with (nolock)
inner join DailyAssignment asg with (nolock) ON rep.DailyReportId = asg.dAILYReportId
inner join DailyUser usr with (nolock)
inner join DailyAssignmentFinancial fin with (nolock)
inner join AssignmentType with (nolock)
inner join District with (nolock)
inner join Worksite with (nolock)
left outer join SpecialProject with (nolock)
left outer join DailyAssignmentUnit unit with (nolock)
inner join UnitNumber u with (nolock) on u.UnitNumberId = unit.UnitNumberId
where ReportStatus != 'Canceled'
and OfficerDailyDate >= '10/1/2018' and OfficerDailyDate <= '11/11/2019'
and AssignmentRoleId = 3
order by OfficerDailyDate, LastName

on rep.OfficerId = usr.DailyUserId
on asg.DailyAssignmentId = fin.DailyAssignmentId
on asg.AssignmentTypeId = AssignmentType.AssignmentTypeId
on asg.DistrictId = District.DistrictId
on asg.WorksiteId = Worksite.WorksiteId
on asg.SpecialProjectId = SpecialProject.SpecialProjectId
on Asg.DailyAssignmentId = unit.DailyAssignmentId
```

USE OfficerDaily

```
select
u.Firstname, u.Lastname, LastName + ', ' + FirstName as 'LastFirst',
r.OfficerDailyDate,
asn.DailyAssignmentId , ast.Name ,
CASE WHEN ast.IsJuniorAssignment = 1 THEN 'YES' ELSE 'NO' END as 'IsJuniorAssignment',
act.DailyActivityId , a.Name as 'ActivityName'

from DailyReport r with (nolock)
inner join DailyAssignment asn with (nolock)
on r.DailyReportId = asn.DailyReportId
inner join DailyActivity act with (nolock)
on act.DailyAssignmentId = asn.DailyAssignmentId
inner join ActivityType a with (nolock)
on a.ActivityTypeId = act.ActivityTypeId
inner join AssignmentType ast with (nolock)
on ast.AssignmentTypeId = asn.AssignmentTypeId
inner join DailyUser u with (nolock)
on u.DailyUserId = r.OfficerId

where ReportStatus != 'Canceled'
and r.OfficerDailyDate Between '10/1/2018' and '11/11/2019'
and AssignmentRoleId = 3
```


use officerdaily

```
select
FirstName, LastName, LastName +', ' + FirstName as 'LastFirst',
OfficerDailyDate as OfficerDailyDate,
AssignmentType.Name as AssignmentName,
h.Description as HourType,          SUBSTRING(h.Description,1,4) as 'HT',
dtri.Hours,

Case ISNULL(SeniorOfficerId, 0) When 0 then 'No' ELSE 'Yes' END as IsJunior,
ReportStatus,
SpecialProject.Code as SpecialProject,
District.Description as District,
MileageOut,
MileageIn
from
DailyReport rep
inner join DailyAssignment asg With (nolock) ON rep.DailyReportId = asg.dAILYReportId
inner join DailyActivity act With (nolock) ON act.DailyAssignmentId = asg.DailyAssignmentId
inner join DailyUser usr With (nolock) on rep.OfficerId = usr.DailyUserId
inner join AssignmentType With (nolock) on asg.AssignmentTypeId = AssignmentType.AssignmentTypeId
inner join District With (nolock) on asg.DistrictId = District.DistrictId
left outer join SpecialProject With (nolock) on asg.SpecialProjectId = SpecialProject.SpecialProjectId
left outer join DailyAssignmentUnit unit With (nolock) on Asg.DailyAssignmentId = unit.DailyAssignmentId
left outer join DailyTimeReport dtr With (nolock)on dtr.DailyActivityId = act.DailyActivityId
left outer join DailyTimeReportItem dtri With (nolock)on dtri.DailyTimeReportId = dtr.DailyTimeReportId
inner join HourType h With (nolock) on h.HourTypeId = dtri.HourTypeId
where ReportStatus != 'Canceled'
and OfficerDailyDate Between '10/1/2018' and '11/11/2019'
and AssignmentRoleId = 3
order by OfficerDailyDate, Firstname , LastName
```

use officerdaily

select

u.Firstname, u.Lastname , LastName + ' , ' + FirstName as 'LastFirst', r.OfficerDailyDate,
asn.DailyAssignmentId , ast.Name , a.Description as ActivityName,
t.Code as 'TrafficLawCode', t.Description,

CASE

WHEN Code IN (8060) THEN 'Speed'
WHEN code IN (8057) THEN 'Speed Truck'
WHEN Code IN (8051, 8052, 8054, 8055, 8058, 8061, 8062, 8063,8065) THEN 'Other Speed'
WHEN CODE IN (8278,8279) THEN 'Over Weight Stop'
WHEN Code IN (8193,8976,8977,8978,8989) THEN 'Oversize Stop'
WHEN CODE IN (8971) THEN 'Special Permit Violation'
WHEN CODE IN (8214,8215) THEN 'Seat Belt Violation'
WHEN CODE IN (8276,8277) THEN 'Registration Violation'
WHEN CODE IN (8281, 8271, 8272, 8273, 8274, 8275) THEN 'Drivers License Violation'
WHEN Code IN (8950,8953) THEN 'Driver Violation'
WHEN CODE IN (8951) THEN 'Equipment Violation'
WHEN CODE IN (8954) THEN 'Hazmat Violation'
WHEN CODE IN (8901, 8902, 8903, 8904, 8910, 8911, 8912, 8913, 8914, 8915, 8916, 8917, 8918, 8920, 8930) THEN 'URC Citation'
WHEN CODE IN (6199,8998,8999) THEN 'Fuel Tax Citation'
ELSE 'Other'

END AS CitationType,

count(act.DailyActivityId) as 'CitationCount'

from

DailyReport r with (nolock)
inner join DailyAssignment asn with (nolock)
on r.DailyReportId = asn.DailyReportId
inner join DailyActivity act with (nolock)
on act.DailyAssignmentId = asn.DailyAssignmentId
inner join DailyActivityTraffic dat with (nolock)
on dat.DailyActivityId = act.DailyActivityId
inner join TrafficLawCode t
on t.TrafficLawCodeId = dat.TrafficLawCodeId
inner join ActivityType a with (nolock)
on a.ActivityTypeId = act.ActivityTypeId
inner join AssignmentType ast with (nolock)
on ast.AssignmentTypeId = asn.AssignmentTypeId
inner join DailyUser u with (nolock)
on u.DailyUserId = r.OfficerId

where ReportStatus != 'Canceled'
and r.OfficerDailyDate Between '10/1/2018' and '11/11/2019'
and AssignmentRoleId = 3
and a.ShortName = 'S'

group by asn.DailyAssignmentId ,
u.Firstname, u.Lastname , u.Rank , u.Badge,
ast.Name ,r.OfficerDailyDate,
t.Code,t.Description,a.Description

order by r.OfficerDailydate, u.Lastname

USE OfficerDaily

```
select
u.Firstname, u.Lastname, LastName + ', ' + FirstName as 'LastFirst',
r.OfficerDailyDate,
asn.DailyAssignmentId , ast.Name ,
CASE WHEN ast.IsJuniorAssignment = 1 THEN 'YES' ELSE 'NO' END as 'IsJuniorAssignment',
act.DailyAct,
CASE WHEN vehw.LoadDisposition = 1 THEN 'PROCEED'
      WHEN vehw.LoadDisposition = 2 THEN 'OFF LOADED'
      WHEN vehw.LoadDisposition = 3 THEN 'WEIGHT SHIFTED'
      ELSE 'NONE'
END as 'LoadDisposition',
CASE WHEN vehw.WirelessWIM = 1 THEN 'YES' ELSE 'NO' END as 'IsWirelessWIM',
CASE WHEN vehw.IsPlatform = 1 THEN 'Platform'
      WHEN vehw.IsPortable = 1 THEN 'Portable'
      ELSE 'None'
END as 'Scale Type',
CASE WHEN vehw.IsScale = 1 THEN 'Scale'
      WHEN vehw.IsRoad = 1 THEN 'Road'
      ELSE 'None'
END as 'Duty Assignment',
vehw.Minutes,
CASE WHEN vehw.IsNoViolation = 1 THEN 'No Violation'
      WHEN vehw.IsCitation = 1 THEN 'Citation'
      WHEN vehw.IsWarning = 1 THEN 'Warning'
      ELSE 'None'
END as 'Action',
CASE WHEN vehw.IsGross = 1 THEN 'Gross'
      WHEN vehw.IsFormula = 1 THEN 'BridgeFormula'
      WHEN vehw.IsAxles = 1 THEN 'Axles(s)'
      ELSE 'None'
END as 'Over',
CASE WHEN vehw.MaxFine is null THEN '0'
ELSE vehw.MaxFine
END as 'MaxFine'

from DailyReport r with (nolock)
inner join DailyAssignment asn with (nolock)
on r.DailyReportId = asn.DailyReportId
inner join DailyActivity act with (nolock)
on act.DailyAssignmentId = asn.DailyAssignmentId
inner join ActivityType a with (nolock)
on a.ActivityTypeId = act.ActivityTypeId
inner join DailyActivityVehicleWeighed vehw with (nolock)
on vehw.DailyActivityId = act.DailyActivityId
inner join AssignmentType ast with (nolock)
```

```
on ast.AssignmentTypeld = asn.AssignmentTypeld
inner join L with (nolock)
on u.DailyUserId = r.OfficerId

where ReportStatus != 'Canceled'
and a.ShortName = 'VEHWGH'
and r.OfficerDailyDate Between '10/1/2018' and '10/12/2019'
and AssignmentRoleId = 3
```

USE OfficerDaily

```
select
u.Firstname, u.Lastname, LastName + ', ' + FirstName as 'LastFirst',
r.OfficerDailyDate,
asn.DailyAssignmentId , ast.Name ,
CASE WHEN ast.IsJuniorAssignment = 1 THEN 'YES' ELSE 'NO' END as 'IsJuniorAssignment',
act.DailyAct,
dad.PermitNumber,
CASE WHEN dad.IsTrip = 1 THEN 'Trip'
      ELSE 'Extended'
      END as 'PermitType',
CASE WHEN dad.IsNoViolation = 1 THEN 'No Violation'
      WHEN dad.IsCitation = 1 THEN 'Citation'
      WHEN dad.IsWarning = 1 THEN 'Warning'
END as 'Action'
```

```
from DailyReport r with (nolock)
inner join DailyAssignment asn with (nolock)
on r.DailyReportId = asn.DailyReportId
inner join DailyActivity act with (nolock)
on act.DailyAssignmentId = asn.DailyAssignmentId
inner join ActivityType a with (nolock)
on a.ActivityTypeId = act.ActivityTypeId
inner join DailyActivityDetails dad with (nolock)
on dad.DailyActivityId = act.DailyActivityId
inner join AssignmentType ast with (nolock)
on ast.AssignmentTypeId = asn.AssignmentTypeId
inner join E with (nolock)
on u.DailyUserId = r.OfficerId
```

```
where ReportStatus != 'Canceled'
and a.ShortName = 'SPI'
and r.OfficerDailyDate Between '10/1/2018' and '10/12/2019'
and AssignmentRoleId = 3
```



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **15**

to

Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions, Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Tim Bingham
	502-905-0251
	timothy.bingham@lexisnexisrisk.com
	CV0060187

STATE	Program Manager	Various	MSP
	Contract Administrator	Sean Regan	DTMB
		(517) 243-8459 regans@michigan.gov	

CONTRACT SUMMARY

ECRASH AND ECITATION

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,327,028.76	\$67,500.00	\$13,394,528.76		

DESCRIPTION

Effective September 17, 2019, this contract is hereby increased by \$67,500.00. The Michigan State Police are increasing this contract to provide an additional 300 hours of maintenance and support for the Ecrash and Ecitation systems.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement and DTMB Procurement approval, and State Administrative Board approval on September 26, 2019.

Approved
CBC
9.27.19

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Ramesh Devaram	517-898-6895	DevaramR@michigan.gov
MSP	Dawn Brinningstaull	517-284-3054	BrinningstaullD@michigan.gov
DTMB			

Statement of Work

Block of Hours

Project Description:

This Statement of Work ("SOW") is between Michigan State Police, hereinafter referred to as the "MSP", Department of Technology, Management, and Budget hereinafter referred to as "DTMB" and LexisNexis Coplogic Solutions Inc., hereinafter referred to as "LexisNexis." This SOW is effective as of the date signed by the last party signing ("Effective Date"). The artifact known as **"MSP Data Hub LexisNexis eApps Test Cases 20190711"** is located/embedded at the end of the "Project Description" section of this document. This document outlines test scenario's for Lexis-Nexis to design queries and provide results.

DTMB has requested LexisNexis to make available a block of hours from a LexisNexis development resource that can be used for helping MSP, DTMB, and associated support teams to research and provide basic LexisNexis database structure information that the Data Hub project references. The LexisNexis Solution that the hours may be applied towards are the LexisNexis eAICS, eCitation, and/or eDaily Solutions that are provided to MSP. These Solutions are hereinafter referred to as the Source Data System. Technically-capable LexisNexis resource(s) will be assigned to use those hours to create, execute and provide results to the MSP of LexisNexis Source Data.

Description and Scope of Services:

1. Block of Hours

LexisNexis will provide a block of hours that can be used to assist MSP/DTMB in research and clarifying how the data is stored within the Source Data System. These will be billed at the hourly rate of \$225.00 USD and will be billed in no less than 30-minute increments. MSP may choose to conclude/close this statement of work at anytime before the full 300 hours have been exhausted for any reason. LexisNexis will then bill for the hours used at that point.

MSP/DTMB will provide each specific task in writing for LexisNexis to review. LexisNexis will review the request and respond back to MSP/DTMB with any questions and or acceptance (as applicable) within 2 business days. Once accepted, LexisNexis will communicate with MSP/DTMB when the work will be started, based on items previously requested by MSP/DTMB. For all tasks agreed to, LexisNexis will communicate to MPS/DTMB on a weekly basis the status of the tasks and the hours expended and hours remaining as a whole. MPS/DTMB would be responsible for prioritizing the work if there are multiple items in the queue. At any time, MSP/DTMB in writing can ask LexisNexis to stop work on current tasks, and LexisNexis will provide a total hours spent to date to MSP/DTMB within 72 hours of request.

2. Communicating Work Product

LexisNexis will update the worksheet titled “MSP Data Hub LexisNexis eApps Test Cases 20190711” with the following information in labeled columns:

- Query/Test Script – The query used to derive the query results
- Query Results – The results of the query
- Any Supporting Information – Any additional information or notes
- Complete? – Indication as to whether the query is complete
- Time Spent – For billing purposes what hours were attributed to this task

The worksheet should be versioned by LexisNexis by adding an increment of one (e.g. 20190711_01, 20190711_02). Individual task/test results can be emailed separate from the spreadsheet, but all task/test results must be filled in the spreadsheet and emailed each week.

All test results and updated worksheets will be provided to the following individuals in a manner prescribed by the MSP. MSP/DTMB will notify LexisNexis that the results were accepted and the task can be closed.

- Andrew Richards – RichardsA4@michigan.gov
- Indrani Innuganti - Innuganti@michigan.gov
- Katrina Reynolds - ReynoldsK4@michigan.gov

To facilitate the work being completed as efficiently as possible MSP/DTMB may schedule a standup/checkpoint meeting at least once a week. Those meeting hours will be deducted from the contracted hours. DTMB/MSP will initially authorize billing for one LexisNexis meeting participant. LexisNexis may add additional meeting participants at no additional charge to MSP/DTMB.

3. Reporting and Billing of Hours

LexisNexis will summarize the weekly reports and provide a monthly report to MSP/DTMB for the billable hours used and will be tied to specific tasks provided to LexisNexis in writing ahead of time from MSP/DTMB. LexisNexis will bill MSP/DTMB at the first of each month for the hours spent for the previous month. Upon request, MSP/DTMB can purchase additional hours if the current block of hours within this Statement of Work are used.

4. Assumptions

1. MSP/DTMB will provide assistance to the Technically-capable LexisNexis resource(s) for work items agreed upon by LexisNexis. LexisNexis reserves the right to refuse working on any tasks that they deem confidential in nature and or trade secrets. Additional tasks of the same type may be requested by MSP/DTMB such as the ones in the initial list of items titled “MSP Data Hub LexisNexis eApps Test Cases 20190711”.
2. LexisNexis may be required to consult/confer (troubleshooting) with MSP/DTMB on any issues with tasks that may occur at the billable rate listed in this document.

3. LexisNexis is not responsible for writing, creating, or maintaining scripts, software, or reports for the IB provided solution (Omnigen/Data hub project). This does not include test/task database queries against Source Data System(s).
4. LexisNexis will not be held liable nor responsible for the content or results of queries provided to LexisNexis to run against its report database solution (the source data solution). LexisNexis will be responsible for running queries against the Source Data System(s) only. All other queries against any other database will be the responsibility of MSP/DTMB.
5. The work completed by LexisNexis through this SOW is independent of any other MSP/DTMB effort.
6. By providing this block of hours to MSP/DTMB, LexisNexis is not certifying nor responsible for any part of how the Omnigen/Data hub project works, including their deadlines, deliverables, and or warranties.
7. At any time, either LexisNexis or MSP/DTMB can ask for a comparison of outstanding work and hours remaining to ensure time used for reruns/rewrites and troubleshooting will not prevent primary query run to be completed.
8. LexisNexis and MSP/DTMB will provide a primary contact to ensure clear communication at the project level. This does not preclude other team member to team member communication.
9. The MSP will manage and prioritize the order in which the test scenario's will be generated.

LexisNexisCost:

Initial Block of Hours

	Rate/Hr.	Amount
Initial Block of Hours (300 hours)	\$225.00	\$67,500.00
TOTAL		\$67,500.00

Contractor shall invoice the State after all deliverables have been formally tested and approved by the State. Any invoices shall be paid in full by the State within thirty (30) days from the invoice date.



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **14**

to

Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions, Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Tim Bingham
	502-905-0251
	timothy.bingham@lexisnexisrisk.com
	CV0060187

STATE	Program Manager	Various	MSP
	Contract Administrator	Sean Regan	DTMB
		(517) 243-8459 regans@michigan.gov	

CONTRACT SUMMARY

ECRASH AND ECITATION

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,315,068.76	\$11,960.00	\$13,327,028.76		

DESCRIPTION

Effective August 21, 2019, the Michigan State Police are increasing the contract \$11,960.00 for the attached Statement of Work. All other Terms, Conditions, Pricing and specifications remain the same. Per contractor, agency and DTMB Procurement.

Approved by
CBC
IDS
8.27.19

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Ramesh Devaram	517-898-6895	DevaramR@michigan.gov
MSP	Dawn Brinningstaull	517-284-3054	BrinningstaullD@michigan.gov
DTMB			

July 29, 2019

Scott A. Cappel PMP, ACP-PMI

Senior Project Manager

Program Management Office Supporting MSP, DMVA, MVAA

Department of Technology, Management, and Budget

7150 Harris Drive

Dimondale, MI 48821

**RE: Statement of Work - Field Validation and Financial Code Enhancement
Request Project**

I. Project Description:

This Statement of Work ("SOW") is between the Michigan State Police, hereinafter referred to as the "MSP" and LexisNexis Coplogic Solutions Inc., hereinafter referred to as "LexisNexis." This SOW is effective as of the date signed by the last party signing ("Effective Date"). State and LexisNexis are individually referred to as "Party" and collectively referred to as "Parties."

MSP has requested that LexisNexis make the following enhancements to the existing CVED Solution per the details outlined in the description and scope of services section below.

If these items change at any time before or during the project, the scope of effort and cost associated with delivering this project may or may not change.

II. Description and Scope of Services:

1. Enhance FieldValidation

LexisNexis will add validation within the CVED solution to prevent users from manually entering hours that do not match the summary of hours reported associated with the Assignment(s) / Activity(ies) / Special Projects, etc..

2. Grey Out Financial Code Field Enhancement

Within the Admin Portal, LexisNexis will enhance the current CVED solution to "graying out" financial codes have the following values "200", "400", and "700". This will make is so that they can never be switched to "Active" and will prevent users from selecting these financial codes for new transactions in the CVED solution.

III. Deliverables:

As part of this endeavor, LexisNexis will provide the following items:

LexisNexis Deliverables and Task Associated with the CVED System Proposal:

- Facilitate Design Sessions and a Design Document that details the functionality of the CVED system.
- Development of the CVED system capability within the existing CVED application.

LexisNexis Proposal Cost:

	Hours	Amount
Project Cost- Field Validation	24	\$2,760.00
Project Cost - Financial Codes	80	\$9,200.00
TOTAL		\$11,960.00

GRAND TOTAL COST: \$11,960.00

Contractor shall invoice the State after all deliverables have been formally tested and approved by the State. Any invoices shall be paid in full by the State within thirty (30) days from the invoice date.



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 **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions
	1000 Alderman Drive
	Alpharetta, GA 30005
	Tim Bingham
	502-905-0251
	timothy.bingham@lexisnexisrisk.com
	*****6168

STATE	Program Manager	Various	DTMB
	Contract Administrator	Sean Regan	DTMB
		517-243-8459	
		regans@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input checked="" type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$13,169,018.76		\$ 146,050.00	\$13,315,068.76.	
DESCRIPTION: The following Statement of Work is hereby incorporated into Contract 071B5500023 . Effective April 1, 2019, the Michigan State Police are adding \$146,050.00, per the attached Statement of Works, for services for CVED, eAICS, and eDaily Projects. All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.				



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

Agreement to Change Contract Number: 071B5500023

Between the State of Michigan and LexisNexis Claims Solutions, Inc.

Project Title: CVED, eAICS, and eDaily changes for MSP	Period of Coverage:
Requesting Department: Michigan State Police (MSP)	Date: 4/1/2019
Agency Business Owner Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Andrew Richards	Phone: 517-897-3947

Change Notice No. 13 to Contract 071B5500023 Statement of Work

This Change Notice No. 13 to Contract 071B5500023 is entered this ____ day of April 2019 (“Effective Date”) between the State of Michigan, Department of Technology, Management and Budget on behalf of the Michigan State Police, the State, and LexisNexis Claims Solutions Inc.

PROJECT BACKGROUND \ PRICING

Contract 071B5500023 between LexisNexis Claims Solutions, Inc., (“Contractor”) and the State of Michigan (“State”) was originally executed to have the Contractor maintain as-needed iyeCrash and iyeCitation licenses to support electronic Traffic Crash and Citation mobile computing reporting systems (eCrash and eCitation modules) used by Michigan State Police (“MSP”) troopers throughout the State (“Master Contract”).

The parties desire to enter into the following six (6) fixed priced projects, each with their own Statement of Work (“SOW”). The projects are as follows:

Project	Payment Amount
1. CVED - Daily Add Activity Change	\$ 920.00
2. CVED - Daily Locking	\$ 6,440.00
3. eAICS - Security Level Changes	\$ 13,800.00
4. eDaily - Driver Requirements	\$ 690.00
5. iGrip to GAR Data Conversion Project	\$ 36,800.00
6. eAICS - Federated People Search Interface Design	\$ 27,600.00
7. eDaily Basic Activity Search	\$ 59,800.00
Total Cost	\$ 146,050.00

I. Technical Environment

The Contractor will comply with Section 1.103, Subsections 1 through 5 of the Master Contract.

II. Specific Operating Environment

The following information regarding the MSP technical environment will be relevant to the Contractor:

Platform Specific:

Solutions will be hosted either in the Saginaw Location or at the LexisNexis datacenter.

End User Specific:

Operating System –Windows 10

Hardware – Dell Latitude 12 Rugged Extreme Laptop

Panasonic FZ-G1 ToughPad

Dell E6430 ATG Semi-Rugged Laptop

Dell Latitude 12 Rugged Extreme

Open Source Components:

- Microsoft .net
- CodePlex
- CsQuery
- SGLite
- Saxon-HE
- HtmlToOpenXml
- Redis
- Form.io
- Electron


III. SCOPE OF WORK

Lexis will provide the following SOW's as part of Change Notice 13.

1. CVED - Daily Add Activity Change

Quote

LexisNexis® Risk Solutions
1000 Alderman Drive
Alpharetta, GA 30005

**LexisNexis®**

March 20, 2019

Quote No.: MISP 03202019

ATTN: Inspector Randy Coplin
Ship To:
State of Michigan
320 S. Walnut
Lansing, MI 48933

Bill To:

Custom	Description	Hours	Unit Price	Amount
	CVED - Daily Add Activity Change	8	\$115.00	\$920
Quote Subtotal				\$ 920.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Tim Bingham
Timothy.Bingham@lexisnexisrisk.com
502-903-0251

Signature to Accept Quote: _____ Date: _____

Pricing is guaranteed for 90 days from the date this quote was issued

Overview

When adding a new activity in the current Officer Daily system, the assignment specific tabs are displayed in chronological order – oldest to newest. CVED would like the tabs to be ordered in REVERSE chronological order so the newest assignment is displayed first.

User Stories

The system will be modified to support the following user stories:

Add Activity – Different Assignments

When the user has 2 or more Assignments on their Daily and adds an Activity, the Activities for the newest Assignment will show on the first tab and then each Assignment will show on the subsequent tabs newest to oldest. The first tab will continue to be the default tab.

Add Activity – Repeated Assignments

When the user has 3 or more Assignments on their daily and adds an Activity, the Activities for the newest Assignment will show on the first tab and then each Assignment will show on the subsequent tabs newest to oldest. Assignments that are repeated will only show once. Example: If the Daily has Assignments A, B, C, B, and A; there will be 3 tabs: A, B, and C. The first tab will continue to be the default tab.

Level of Effort

LexisNexis anticipates 1 business day of development effort. This would cost \$920.

2. CVED - Daily Locking

Quote

LexisNexis® Risk Solutions
1000 Alderman Drive
Alpharetta, GA 30005



March 20, 2019

Quote No.: MISP 03202019

ATTN: Inspector Randy Coplin

Ship To:

State of Michigan
320 S. Walnut
Lansing, MI 48933

Bill To:

	Description	Hours	Unit Price	Amount
Custom	CVED - Daily Locking	56	\$115.00	\$6,440
Quote Subtotal				\$ 6,440.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Tim Bingham
Timothy.Bingham@lexisnexisrisk.com
302-905-0251

Signature to Accept Quote: _____

Date: _____

Pricing is guaranteed for 90 days from the date this quote was issued

Overview

In the current Officer Daily system, Dailies that are Completed can be restored and modified or canceled and replaced. This workflow needs to be blocked specifically for those Dailies that are created for the CVED role after the month closes.

Proposed Daily User Experience

1. User opens a daily from the Completed Queue and selects Modify Status

The screenshot shows the 'Officer Daily Test Agency' interface. The top navigation bar includes 'eCitation', 'eCrash', 'Daily', 'Administration', and 'Logout'. The main header displays 'Admin Portal' and 'Daily View Report'. A sidebar on the left lists 'eDaily Links' with options: 'In Progress', 'Waiting for Approval', 'Rejected', 'Completed' (highlighted), 'Canceled', 'Search', and 'Missing Dailies'. The main content area shows a 'Cved Back' report for 'MC 2 Michigan State Police'. The report details include 'OFFICER BLACK, CHARLES S', 'BADGE 2', 'DATE 11/30/2018', 'Friday', and 'SUPERVISOR 8:00 AM - 12:00 PM'. A table below shows activities: '8:00 AM ON ON-DUTY', '8:00 AM 12:00 PM MTO GO', and '12:00 PM OFF OFF-DUTY'. A right sidebar displays a list of time intervals with associated values.

2. User Attempts to Cancel or Restore a daily.

The screenshot shows the 'Officer Daily Test Agency' interface. The top navigation bar includes 'eCitation', 'eCrash', 'Daily', 'Administration', and 'Logout'. The main header displays 'Admin Portal' and 'Daily Verify'. A sidebar on the left lists 'eDaily Links' with options: 'In Progress', 'Waiting for Approval', 'Rejected', 'Completed' (highlighted), 'Canceled', 'Search', and 'Missing Dailies'. The main content area shows a 'Select an action to perform on this daily.' prompt. Below this, the report details are displayed: 'Daily Date: 11/30/2018', 'Officer Name: MC Lieutenant CHARLES BLACK', and 'Report Status: Completed'. An 'Action: Restore Report' dropdown is visible. A text input field labeled 'Enter a message:' contains the text 'Allow Charlie to change his hours.' At the bottom, a 'Primary Investigator' dropdown shows 'BLACK, CHARLES (2)'. Two buttons, 'Restore Report' and 'Cancel', are at the bottom.

3. User is blocked with an error message explaining why the report cannot be Restored/Canceled. The language of the message can be defined by the customer.

Officer Daily Test Agency

eCitation eCrash **Daily** Administration Logout

Home Daily Reports Change Password People Search Administration Reports Downloads

Admin Portal Daily **Verify**

eDaily Links

- In Progress
- Waiting for Approval
- Rejected
- Completed**
- Canceled
- Search
- Missing Dailies

Select an action to perform on this daily.

Daily Date: 11/30/2018
Officer Name: MC Lieutenant CHARLES BLACK
Report Status: Completed
Action: Restore Report

Enter a message:
Allow Charlie to change his hours.

Primary Investigator: BLACK, CHARLES (2)

Restore Report Cancel

Report cannot be modified, it has been locked for monthly billing

Administration

All approved CVED dailies will be locked if they are for days that are older than the previous month.

- Number of days after the end of the month will be fixed as a value in a table.
- Users with the group 'Administrators' may reject/restore Dailies at any time. This must be an existing group, but any group can be substituted up until the time coding begins. Suggestions would be 'MSP eApps Users' or 'Daily Supervisors'.

User Stories

The system will be modified to support the following user stories:

CVED Officer Month 2 early

A CVED Officer will be able to view/review their Dailies from the Completed Queue. If the Officer attempts to change the status of the Daily and the Month/Year of the Daily is in the previous month and the day of the current month has not surpassed the number of days defined in AssignmentRole, the user will not be blocked from Restoring or Rejecting the Daily.

CVED Officer Month 2 late

A CVED Officer will be able to view/review their Dailies from the Completed Queue. If the Officer attempts to change the status of the Daily and the Month/Year of the Daily is in the previous month and the day of the current month has surpassed the number of days defined in AssignmentRole, the user will be blocked from Restoring or Rejecting the Daily.

CVED Officer Month 3+

A CVED Officer will be able to view/review their Dailies from the Completed Queue. If the Officer attempts to change the status of the Daily and the Month/Year of the Daily is prior to the previous month, the user will be blocked from Restoring or Rejecting the Daily.

Administrator

If the Admin Portal user is a member of the 'Administrators' group, CVED Dailies will not be blocked when attempting to Restore or Reject a Completed Daily.

Level of Effort

LexisNexis anticipates 7 business days of development effort. This would cost \$6,440.

3. eAICS - Security Level Changes

Quote

LexisNexis® Risk Solutions
1000 Alderman Drive
Alpharetta, GA 30005



March 12, 2019

Quote No.: MISP 03122019

ATTN: Al Renz

Ship To:

State of Michigan

320 S. Walnut

Lansing, MI 48933

Bill To:

	Description	Hours	Unit Price	Amount
Custom	eAICS - Security Level Changes	120	\$115.00	\$13,800
Quote Subtotal				\$ 13,800.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Tim Bingham
Timothy.Bingham@lexisnexisrisk.com
502-905-0251

Signature to Accept Quote: _____

Date: _____

Pricing is guaranteed for 90 days from the date this quote was issued

Project Description

This Statement of Work ("SOW") is between the Michigan State Police, hereinafter referred to as the "MSP" and LexisNexis Coplogic Solutions Inc., hereinafter referred to as "Lexis." This SOW is effective as of the date signed by the last party signing ("Effective Date"). State and Lexis are individually referred to as "Party" and collectively referred to as "Parties."

MSP has requested that Lexis make modifications to the existing eAICS Security Levels. It is MSP's goal to make complaints public upon closing supplements/original Incidents. This change would only be for incidents marked Private. Lexis will modify the security levels per the details outlined in the description and scope of services section below.

If these items change at any time before or during the project, the scope of effort and cost associated with delivering this project may or may not change.

Description and Scope of Services

1. Change existing eAICS categories

MSP will do a FSB policy to change "Restricted to ORI" cases to public on closure.

Lexis will change the existing eAICS category labels:

1. Public -> Law Enforcement Access
2. Private -> Restricted to ORI
3. Protected -> Password Protected
4. Internal Affairs (no change)

2. Approval of Incidents with security level Private

Incidents marked Private will be reset to "Law Enforcement Access" when the incident is marked Closed and Approved.

3. Backfill existing records

MSP will add a new column "SecurityLevel2" with the initial value set based on the values in Security Level that will map based on the criteria in change #1 and #2 so that all existing incidents are marked with the appropriate security level. To support silent deployment, new records will be added that only fill in Security Level and will need to be modified by the system to have the correct SecurityLevel2. LexisNexis will handle this with an automatic response to older data being saved.

4. Additional Logging

Lexis will add additional event logging to the Incident Log when the status is changed and who made the change.

Assumption

1. The assumption is that IBI will pull this information from the replicated server in Saginaw.

Deliverables

As part of this endeavor, Lexis will provide the following items:

Lexis Deliverables and Task Associated with the eAICS System Proposal:

- Facilitate Design Sessions and a Design Document that details the functionality of the eAICS system.
- Development of the eAICS system capability within the existing eAICS application.

Lexis Proposal Cost: eAICS Security Level Change Request Project

Hours		Amount
Project Cost	120	\$13,800
TOTAL		\$13,800

GRAND TOTAL COST: \$ 13,800

Contractor shall invoice the State after all deliverables have been formally tested and approved by the State. Any invoices shall be paid in full by the State within thirty (30) days from the invoice date.

The undersigned hereby agrees to the terms of this SOW:

CONTRACTOR

Printed Name: _____

Date: _____

State of Michigan

Printed Name: _____

Date: _____

4. eDaily - Driver Requirements

Quote

LexisNexis® Risk Solutions

1000 Alderman Drive

Alpharetta, GA 30005

**LexisNexis®**

April 5, 2019

Quote No.:20190405 MSP

ATTN: Michigan State Police**Ship To:**

State of Michigan

320 S. Walnut

Lansing, MI 48933

Bill To:

State of Michigan

320 S. Walnut

Lansing, MI 48933

	Description	Hours	Unit Price	Amount
Custom	eDaily - Driver Requirements	6	\$115.00	\$690
Quote Subtotal				\$ 690.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Tim Bingham
Timothy.Bingham@lexisnexisrisk.com
502-905-0251

Signature to Accept Quote: _____

Date: _____

Pricing is guaranteed for 90 days from the date this quote was issued

Description and Scope of Services

Currently, a Daily activity can be saved with more than one driver for the same vehicle.

1. Add a person and select a vehicle - Driver is automatically chosen as the position in vehicle
2. Add a second person and select the same vehicle. Driver is again automatically chosen as the position in vehicle.

The image displays two screenshots of a software interface, likely for managing vehicle activities. Both screenshots show the 'People' tab for a vehicle with ID 1BAD318.

Top Screenshot: The 'Name' field is 'ANNE CARR DRIVER'. The 'Position' dropdown is set to 'F1 - FRONT DRIVER'. A red circle highlights the 'Position' dropdown menu.

Bottom Screenshot: The 'Name' field is 'P ASSENGER'. The 'Position' dropdown is set to 'F1 - FRONT DRIVER'. A red circle highlights the 'Position' dropdown menu.

Both screenshots show a table on the right with columns 'Name', 'Race', and 'Sex'. The table contains two rows: 'ANNE CARR DRIVER' (Race: B, Sex: F) and 'P ASSENGER' (Race: B, Sex: F).

In order to capture the driver, the following changes will be made to the Daily:

1. If NO vehicle is selected, the Position will be disabled and empty.
2. If a Vehicle is selected, the Position will be enabled but default to empty.
3. When the user Adds a person, the user will be blocked unless Vehicle is not set on the current person or the Position is not set.
4. On Create or Save, if there is only 1 person and the vehicle is Set, but the position is Blank - set the Position to F1 -FRONT DRIVER.
5. On Create or Save, if the Activity is STOP or ORIGINAL with Generated from Stop, enforce the following rules:
 1. Every Vehicle must have 1 and ONLY 1 driver
 2. Every Person must have Vehicle defined.
 3. Every Person must have a Position.

5. iGrip to GAR Data Conversion Project

Quote

LexisNexis® Risk Solutions

1000 Alderman Drive

Alpharetta, GA 30005

**LexisNexis®**

April 23, 2019

Quote No.: 20190423

ATTN:**Ship To:**

State of Michigan

320 S. Walnut

Lansing, MI 48933

Bill To:

Part Number	Description	Quantity	Unit Price	Amount
	iGrip to GAR Data Conversion Project	320	\$115.00	\$36,800.00
Quote Subtotal				\$36,800.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Tim Bingham
timothy.bingham@lexisnexisrisk.com
502.905.0251

Overview

MSP has requested that LexisNexis transfer as much data as can be mapped from its legacy system (iGRIP) to its GAR system within eAICS. MSP has the master copy of the iGRIP Database in its original form, Oracle and all data associated therein. MSP will provide LexisNexis a converted version in Microsoft SQL. This will be the data source for which LexisNexis will base its mapping of data elements from iGRIP to the backend SQL database that the GAR system utilizes. LexisNexis will work with MSP's subject matter experts to determine what data elements can and will be mapped over into the MSP GAR system.

Once the coding for the data transfer application is complete, LexisNexis will run the application in the MSP Beta environment. MSP will be able to review the data sets that transferred over and will work with LexisNexis to make any additional mapping or business rule changes as mutually agreed upon during the testing phase. Once testing is complete, LexisNexis will run the final data transfer application in Production to complete the data conversion project.

Description and Scope of Services

1. Copy of iGRIP data from Oracle to Microsoft SQL database

MSP will convert the iGRIP database from Oracle to Microsoft SQL database and will provide LexisNexis a copy. As part of that conversion, MSP will maintain (as best it knows how) the primary and foreign keys to help keep the integrity and linking of the information throughout the SQL database. LexisNexis will base its data mapping and data transfer from this provided SQL database.

2. Mapping of iGRIP data to eAICS GAR

LexisNexis will work with MSP's subject matter experts to identify data fields that will be mapped and transferred from the iGRIP SQL database to the eAICS GAR database. Where identified and possible, business rules and validation will be applied to the mapped data fields that will be transferred over. The attached document found in Appendix A will outline the tables and data fields that will be mapped from iGRIP to eAICS GAR.

3. Business Rules for iGRIP data to eAICS GAR

LexisNexis will work with MSP's subject matter experts to identify business rules that will be used to convert data and/or map data from the iGRIP SQL database to the eAICS GAR database. Where identified and possible, business rules and validation will be applied to the mapped data fields that will be transferred over.

The attached document found in **Appendix B** will outline the business rules that will be used to convert data from iGRIP to eAICS GAR. This will be a living document as the actual data conversion takes place and different data scenarios are encountered from the iGRIP data.

4. Transferring information from the iGRIP data to eAICS GAR

LexisNexis will transfer the data from the iGRIP data into the eAICS GAR database based on the mapping document described in item #2 above.

Assumptions

The following assumptions have been made relative to the future delivery and implementation of the iGRIP to GAR Data Conversion project. These assumptions have driven the decisions, and mechanisms that will be used to transfer the information from iGRIP to eAICS GAR. If at any time these assumptions are changed and/or amended, the process should be reviewed for any impact on the delivery of the required functionality.

1. The information provided in the iGRIP database is MS SQL 2016.
2. The data from the iGRIP database will be mapped and transferred into the existing eAICS GAR database tables and fields.
3. MSP will keep the copy of the Original iGRIP Oracle Database.
4. Every attempt will be made to determine available data fields to be migrated over from the iGRIP database into the eAICS database through working with MSP's subject matter experts to help identify and determine what the data fields represented in the old system (iGRIP) and how they are displayed in eAICS GAR.
5. There are no changes to the existing eAICS database structure (tables or fields) nor business rules as part of the data transfer process from iGRIP.
6. Once the mapping is complete, LexisNexis will run the data transfer process and transfer the records from iGRIP to eAICS GAR database into the eAICS system (both to the eAICS GAR Beta and production environment).
7. The data transfer can occur independently of the regularly scheduled release times. LN will work with MSP to determine specific date and time to make the final production data transfer.

Deliverables:

As part of this endeavor, LexisNexis will provide the following items:

LexisNexis Deliverables and Task Associated with the iGrip to GAR Data Conversion Project:

- Facilitate Design Sessions and a Design Mapping Document that details iGRIP to GAR Data Conversion Project.
- Development of the mapping application and information transfer from iGRIP to GAR for the Data Conversion Project.

LexisNexis Proposal Cost:

IGRIP to GAR Data Conversion Project

Hours		
Information Mapping and Data Transfer into GAR	320	\$36,800.00
TOTAL		\$36,800.00

Contractor shall invoice the State after all deliverables have been formally tested and approved by the State. Any invoices shall be paid in full by the State within thirty (30) days from the invoice date.

The undersigned hereby agrees to the terms of this SOW:

CONTRACTOR

State of Michigan

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Appendix A

***Example of the tabbed Mapping Fields for IGRIP to GAR Fields**

A4	:	✕	✓	<i>fx</i>	T_INFORMANTBOOKSUB
	A	B	C	D	E
1	GRIP Table	GRIP Column	Mapping		
2	T_INFORMANTBOOKSUB	INFORMANTNUMBER	CIReliabilityHeader -> CINumber		
3	T_INFORMANTBOOKSUB	WORKSITE	CIReliabilityHeader -> AgencyORI		
4	T_INFORMANTBOOKSUB	SUBUNITS	Not Mapped		
5	T_INFORMANTBOOKSUB	ACTIVEINFORMANT	CIReliabilityHeader -> StatusChange		
6	T_INFORMANTBOOKSUB	INFORMANTDEACTIVATEDATE	CIReliabilityDetail -> EntryDate		
7	T_INFORMANTBOOKSUB	INFORMANTACTIVATIONDATE	CIReliabilityDetail -> EntryDate		
8	T_INFORMANTBOOKSUB	INFORMANTID	Not Mapped		
9	T_INFORMANTBOOKSUB	SUBINFORMANTID	Not Mapped		
10	T_INFORMANTBOOKSUB	SUBUNITNUMBER	Not Mapped		
11	T_INFORMANTBOOKSUB	TEMPSUBUNITCODE	Not Mapped		
12	T_INFORMANTBOOKSUB	PERSONNELID	CIReliabilityDetail -> ControlOfficer		
13					
14					

Appendix B

***Example of the tabbed Business Rule for iGRIP to GAR Fields**

C14		:	X	✓	fx	IsOther = 1			
	A	B	C				D	E	
1	Prescriptiondrugcases	Totals	In AICS the fields are "IsDoctor", "IsPharmacist", and "IsOther". They are bit fields "1" or "0".						
2	Doctor	191	IsDoctor = 1						
3	No	2							
4	Pharmacist	34	IsPharmacist = 1						
5	Other	1	IsOther = 1						
6	ill	1							
7	Search Warrant	1							
8	no	9							
9	N	439							
10	y	3							
11	Y	25							
12	NO	1							
13		86894							
14	Other	4831	IsOther = 1						
15		1							
16	n	8							
17	yes	6							
18									
19									
20									
21									
22									

6. eAICS - Federated People Search Interface Design

Quote

LexisNexis® Risk Solutions
1000 Alderman Drive
Alpharetta, GA 30005



April 17, 2019

Quote No.: MISP 04172019

ATTN:

Ship To:

State of Michigan
320 S. Walnut
Lansing, MI 48933

Bill To:

Part Number	Description	Quantity	Unit Price	Amount
	eAICS Federated People Search Interface Design SOW 4.16.2019 - Core Interface & Features	160	\$115.00	\$18,400.00
	eAICS Federated People Search Interface Design SOW 4.16.2019 - Optional Add-On	80	\$115.00	\$ 9,200.00
Quote Subtotal				\$27,600.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Tim Bingham
timothy.bingham@lexisnexisriks.com
502.905.0251

Signature to Accept Quote: _____

Date: _____

Pricing is guaranteed for 90 days from the date this quote was issued

Overview

MSP has requested that Lexis enable the eAICS system provided by LexisNexis to retrieve data from the existing Statewide Records Management System (SRMS) provided by Motorola and make the data available for import into the eAICS Person record. As part of this enhancement, LexisNexis will work with Motorola to build interoperability between the eAICS and SRMS systems.

LexisNexis will enhance the existing eAICS Person Clipboard Screen that will allow the user to retrieve person results from a federated list of sources, beginning with eAICS and SRMS. This project will include adding additional fields to the search criteria, mapping information from additional data source(s) and auto-filling mapped data into a Person record in the incident. There will also be optional add-on's that can be done to further enhance the functionality and usability of the over system, which will be outlined in more detail below.

Core Interface & Features

1. Define mapping of eAICS search criteria and results from SRMS.
2. Add a Data Sources section to the Person Search of Clipboard Search.
3. Federate the search for persons with eAICS and SRMS.
4. Enhance search queries to include results from multiple sources.
5. Modify search results to provide useful feedback to the user such as the source of the data, additional information about the person to identify if the search is pertinent to the incident.
6. Map all data applicable to Person from source when selected/dropped into incident.

Optional Add-On – View SRMS Narratives

1. Create a drill-down view of the SRMS Narrative, where applicable, that the user can view from within the Clipboard Search before selecting the Person to import.

Description and Scope of Services:

Core Interface & Features

1. **Create a new interface to SRMS**

LexisNexis will create an interface from the eAICS System to the SRMS system via the SRMS SQL connection to their second report data warehouse.

2. **Modify eAICS Search Screen**

LexisNexis will enhance the existing eAICS Search Screen for when the user selects "Person" as the Selection Option, the user may also select one or more Data Sources (eAICS & SRMS). At least one Data Source must be selected. This new search capability will be automatically given to users (by default) that already have search access. Protected Data will automatically be omitted from all search results.

This interface will allow data to be searched by any mapped element such as:

1. Person Name
2. Location
3. Person Type
4. Physical Attributes

Search

CLIPBOARD

Search Range

☒ ORI ☐ District

Details

County City/Twp Institution

Date Range **04/01/2018** **0000** to **04/01/2019** **2359**

Select Options

☒ Person ☐ Business

Data Sources

☒ eAICS ☐ SRMS

Person

First Name Middle Name Last Name Suffix Birth Name

DOB / / Age Sex Race Person Type

Prefix Street Number Street Rd. Type

Suffix Apt/Lot County City/Twp

Search Add new Page 1 of 0 Page size 100 Items 1 to 0 of 0 Clear Results Only

Select Cancel

Sample Mockup 1.0 – Search Screen with Enhanced Data Sources.

*A complete mapping of Person Fields from eAICS to known SRMS fields can be found at the end of this document in **Appendix A**.*

3. Modify eAICS Results Screen

LexisNexis will add a column “Source” to Person search results that will indicate if the data came from eAICS or SRMS. The result sets from SRMS will return only cases that are closed and marked as “Public” or “Law Enforcement Access”. The results would be color-coded for easy identification as well. The user will be able to select data from SRMS result and have it populate an eAICS incident Person.

Below is the data set list being returned from SRMS. Depending on Person Type, data will be selected from:

1. Not-specified: [People]
2. Arrested/Apprehended: [srms_v_02_casereport_arrestees_deduped]
3. Suspect: [srms_v_02_casereport_others_deduped]
4. Victim: [srms_v_02_casereport_victims_deduped]
5. Witnesses: [srms_v_02_casereport_witnesses_deduped]
6. Other selections: No SRMS data will be returned.

4. Data Mapping

The following fields on the AICS Person section have been identified as potentially being auto-filled based on availability, from the SRMS database:

Person

Person Type ☐ Arrested ☐ Apprehended ☐ Officer ☐ Complainant ☐ Suspect ☐ Indicted ☐ Victim ☐ Witness ☐ Other

First Name Middle Name Last Name Suffix Birth Name

Address Street Number Street Rd. Type Age Race Sex Ethnicity Social Security Number

State Zip P.O. Box/Building Height Weight Miscellaneous

Contact Info SMT Vehicle Info Employer State MO

5. Data Retention from SRMS

Data from SRMS will not be retained from the search set. However, eAICS users can import data from the clipboard into their Person record on their Incident.

Optional Add On – View SRMS Narratives

LexisNexis could enhance the Core Interface and Features listed above, by adding into the Clipboard the ability to drill-down into individual incidents where the person is likely found and allow the user to view the narratives from the SRMS data source for each of those incidents.

Deliverables:

As part of this endeavor, LexisNexis will provide the following items:

LexisNexis Deliverables and Task Associated with the eAICS System Proposal:

- Facilitate Design Sessions and a Design Document that details the functionality of the eAICS system.
- Development of the eAICS system capability within the existing eAICS client application.

LexisNexis Proposal Cost:

eAICS Federated People Search Interface Design

Hours		
Core Interface & Features	160	\$18,400
Optional Add-On	80	\$9,200
TOTAL		\$27,600.00

Contractor shall invoice the State after all deliverables have been formally tested and approved by the State. Any invoices shall be paid in full by the State within thirty (30) days from the invoice date.

The undersigned hereby agrees to the terms of this SOW:

CONTRACTOR

Printed Name: _____

Date: _____

State of Michigan

Printed Name: _____

Date: _____

Appendix A

Map of AICS Interface fields to SRMS Columns

AICS Person Field	SRMS People Column
First Name	FirstName
Middle Name	MiddleName
Last Name	LastName
Suffix	
Birth Name	
Caution Notes	
Employer	EmployerSchool
DLN	DLNumber
DL State	DLState
Race	Race
Sex	Sex
Ethnicity	Ethnicity
Social Security Number	SSN
Age	CurrentAge
DOB	DateOfBirth
Height	Height
Weight	Weight
Hair	HairColor
Eye	EyeColor
SID	
SID State	
FBI	FBIArrestNumber
Prison Number	InmateNumber

AICS Alias Field	SRMS People.Alias Column
First Name	
Middle Name	
Last Name	AKA
Suffix	

LN will map the 1/Home address to the Person section and any additional addresses as needed.

Revised 4/7/2016

AICS Address Field	SRMS People.Address Column
Address Type	AddressType
Prefix	
Number	Extract from Address
Street	Extract from Address
Road Type	
Suffix	
Apt/Lot	
County	County
City/Twp	City
State	State
Zip	Zip
P.O. Box/Building	

Contact Information can come from multiple Sources.

Contact Type Email

AICS Contact Information Field	SRMS People.Email Column
Contact Type	"EM – Email"
Description	EmailAddress
Ext	

Contact Type Phone

AICS Contact Information Field	SRMS People.Email Column
Contact Type	Phone Type
Description	Extracted from PhoneNumber
Ext	Extracted from PhoneNumber

SMT

AICS SMT Information Field	SRMS People.SMT Column
Category	SMTChoice
Detail	SMTLocation
Description	ScarsMarksTattoos
AdditionalNotes	

MO

AICS Modus Operandi	SRMS People.MO
Category	"21 – Other"
Detail	"258 – Other"
Description	MO
Additional Notes	

MISC captures identification numbers based on Type. Map the column from SRMS to the appropriate Type

Miscellaneous Number Type	Source of Number from SRMS People Column
DL	DLNumber
FBI	FBINumber
SO	RegisteredSexOffender

7. eDaily Basic Activity Search

Quote

LexisNexis® Risk Solutions
1000 Alderman Drive
Alpharetta, GA 30005



August 8, 2019

Quote No.: MISP 20190808

ATTN: F/Lt. Renz

Ship To:

State of Michigan
320 S. Walnut
Lansing, MI 48933

Bill To:

	Description	Hours	Unit Price	Amount
	eDaily Basic Activity Search	360	\$115.00	\$41,400.00
	Advanced Options - Managed Output Values	40	\$115.00	\$4,600.00
	Advanced Options - Shared Queries Section	120	\$115.00	\$13,800.00
Quote Subtotal				\$59,800.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Tim Bingham
Timothy.Bingham@lexisnexisrisk.com
502-905-0251

Signature to Accept Quote: _____

Date: _____

Pricing is guaranteed for 90 days from the date this quote was issued

Overview

MSP has requested LexisNexis to integrate the Basic Activity Search solution into the Admin Portal and the LexisNexis Local Client using data from the eDaily module. As part of this effort, LexisNexis will integrate the ability for authorized users to create and run custom queries based on approved fields from the eDaily module. The Basic Activity Search features and functionality are outlined in more detail below.

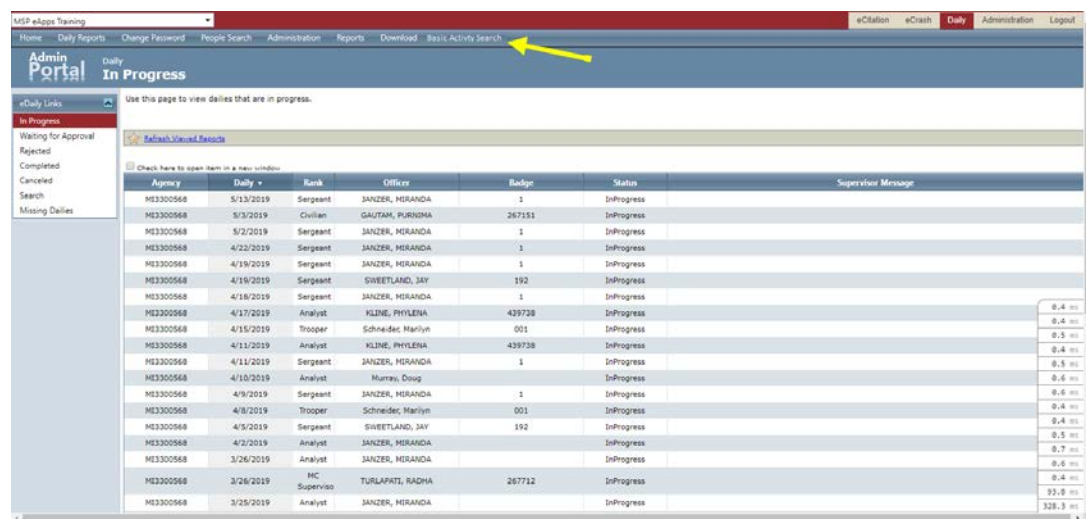
Base Option:

1. Authorized Access

LexisNexis will create a new user group that allows authorized users to perform advanced searches via Basic Activity Search enhancement. This new group will be granted through the existing Admin Portal to individual users.

2. Advanced Search – Landing Page

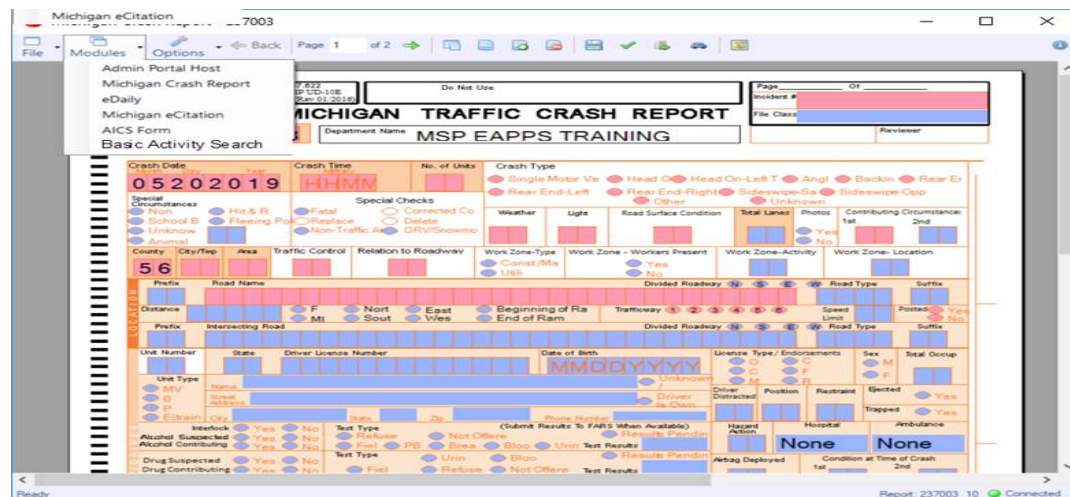
LexisNexis will enhance both the existing Admin Portal and the LexisNexis Local Client and create a new section links to show the Advanced Search option when appropriate permissions are set.



The screenshot shows the Admin Portal interface. At the top, there is a navigation bar with links: Home, Daily Reports, Change Password, People Search, Administration, Reports, Download, Basic Activity Search (highlighted with a yellow arrow), eCitation, eCrash, Daily, Administration, and Logout. Below the navigation bar, there is a section titled "Admin Portal In Progress" with a sub-header "eDaily Links". Under "eDaily Links", there is a list of links: Waiting for Approval, Rejected, Completed, Canceled, Search, and Missing Dailies. The main content area displays a table of "Refused/Unsent Records". The table has columns: Agency, Daily, Rank, Officer, Badge, Status, and Supervisor Message. The table contains 15 rows of data, each representing a record that was refused or unsent. The records are listed in descending order of date, from 5/13/2019 to 3/25/2019. The "Status" column for all records is "In Progress".

Agency	Daily	Rank	Officer	Badge	Status	Supervisor Message
ME3300568	5/13/2019	Sergeant	JANZER, MIRANDA	1	In Progress	
ME3300568	5/3/2019	Civilian	GAUTAM, PURNIMA	267151	In Progress	
ME3300568	5/2/2019	Sergeant	JANZER, MIRANDA	1	In Progress	
ME3300568	4/22/2019	Sergeant	JANZER, MIRANDA	1	In Progress	
ME3300568	4/19/2019	Sergeant	JANZER, MIRANDA	1	In Progress	
ME3300568	4/19/2019	Sergeant	SWEETLAND, JAY	192	In Progress	
ME3300568	4/19/2019	Sergeant	JANZER, MIRANDA	1	In Progress	
ME3300568	4/17/2019	Analyst	KLINE, PHYLENA	439738	In Progress	
ME3300568	4/15/2019	Trooper	Schneider, Marilyn	001	In Progress	
ME3300568	4/11/2019	Analyst	KLINE, PHYLENA	439738	In Progress	
ME3300568	4/11/2019	Sergeant	JANZER, MIRANDA	1	In Progress	
ME3300568	4/10/2019	Analyst	Murphy, Doug		In Progress	
ME3300568	4/9/2019	Sergeant	JANZER, MIRANDA	1	In Progress	
ME3300568	4/8/2019	Trooper	Schneider, Marilyn	001	In Progress	
ME3300568	4/5/2019	Sergeant	SWEETLAND, JAY	192	In Progress	
ME3300568	4/2/2019	Analyst	JANZER, MIRANDA		In Progress	
ME3300568	3/26/2019	Analyst	JANZER, MIRANDA		In Progress	
ME3300568	3/26/2019	HC Supervisor	TURLAPATI, RADHA	267712	In Progress	
ME3300568	3/25/2019	Analyst	JANZER, MIRANDA		In Progress	

Example: Link to Basic Activity Search in the Admin Portal



The screenshot shows the Michigan eCitation interface. At the top, there is a navigation bar with links: Admin Portal Host, Michigan Crash Report, eDaily, Michigan eCitation, AICS Form, and Basic Activity Search (highlighted). The main content area displays a "MICHIGAN TRAFFIC CRASH REPORT" form. The form is divided into several sections: "Crash Date" (05/20/2019), "Crash Time" (HHMM), "No. of Units" (1), "Crash Type" (Single Motor Vehicle), "Weather" (Light), "Road Surface Condition" (Dry), "Work Zone" (No), "Work Zone - Workers Present" (No), "Work Zone - Activity" (No), "Work Zone - Location" (No), "Unit Number" (56), "Driver License Number" (MMDDYYYY), "License Type/Endorsements" (C), "Sex" (M), "Total Occup" (1), "Alcohol Suspected" (No), "Drug Suspected" (No), "Test Type" (None), "Test Results" (None), "Condition at Time of Crash" (None), and "Netting Deployed" (None). The form is filled out with various data points, including dates, times, and numerical values.

Example: Link to Basic Activity Search in the LexisNexis Local Client

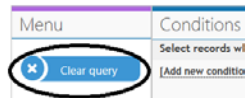
3. Basic Functions – Clear Query, Load Query, Save Query, Execute

LexisNexis will provide left hand navigation of the basic functions for the following items: Clear Query, Load Query, Save Query, and Execute.

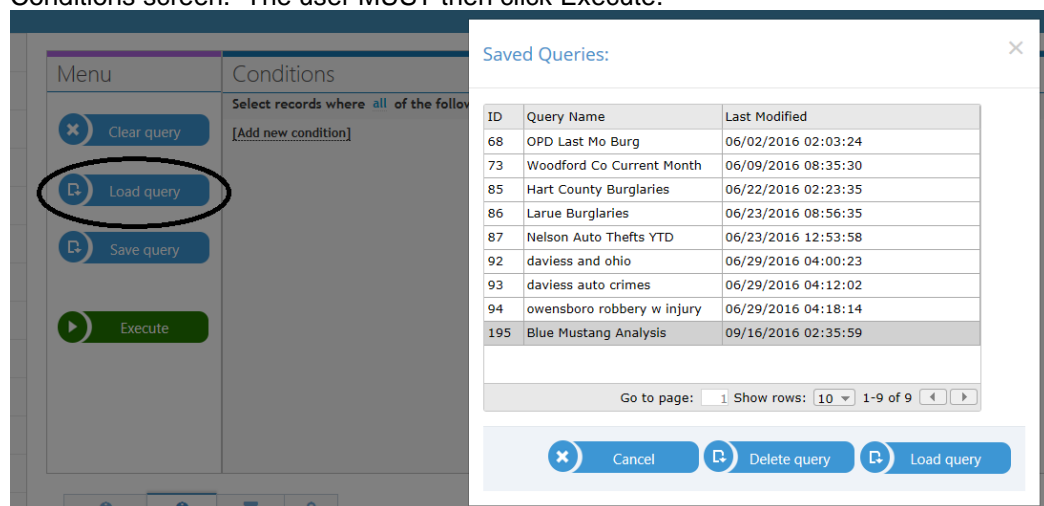


The following is a brief description for the basic functions.

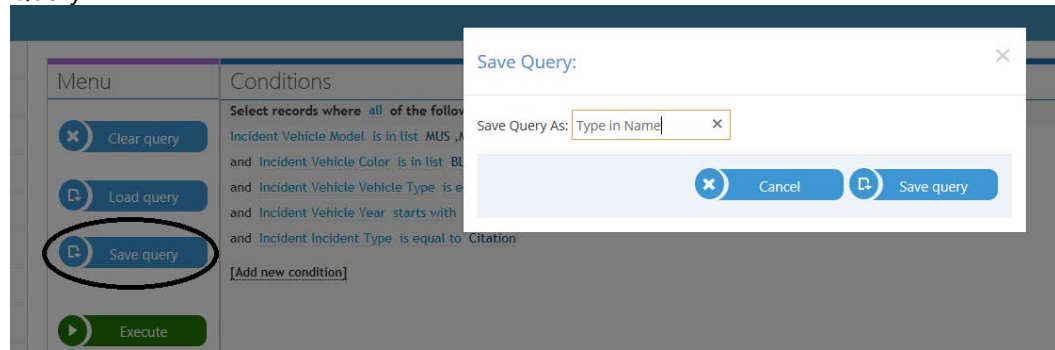
- **Clear Query** resets the Conditions window to the original default setting. IF a previous Query was executed and a Data Set is currently displayed, Clear Query will NOT reset the Data Set. The only way to reset the Data Set is to Execute another Query, log out, or move to another function.



- **Load Query** displays the Saved Queries sub-screen, which lists all user's Saved Queries. Saved Queries are deleted and loaded from this sub-screen. Saved Queries are specific to each individual user and may not be shared. IF a Saved Query is selected and Load Query is clicked, THEN Conditions, Groups, and Operators will populate the Conditions screen. The user MUST then click Execute.



- **Save Query** displays the Save Query sub-screen. This feature is used to save the Query presently in the Conditions sub-section. Simply give the Query a name and click Save Query.



Query is the primary mechanism of a Search Function. It specifies the information to be retrieved. Queries are comprised of Conditions, Groups of Conditions, and Operators.

1. Condition is the general component of a Query.
 - a. Queries are divided into rows and each row is a Condition.
 - b. A Query requires one or more Conditions.
 - c. All Conditions have three basic components (Source, Limit, and Value). These components join together to form a statement.
 - a. Source specifies the location where information is kept. It drills down from Report Type, to Category, to Sub-category (if applicable), and finally to the specific Field. Example: Incident – Property - Vehicle - Color
 - b. Limit restricts information. Limit may also be referred to as a condition, operator, filter, or “Where statement.” Examples: Is Equal To, Is not equal to, Is in List, Contains, Between, Starts With, etc.
 - c. Value is the actual restriction. Example: Vehicle Color Red, Last Name Smith, Street Name Main, or Vehicle Make Ford.
 - d. Condition Examples:
 - a. Vehicle Make / is equal to / Ford
 - b. Incident Date / is between / 9/1/2016 and 9/9/16
 - c. Person Name / contains / Rob
 - e. A Limit always requires at least one Value. However, Values are sometimes automated. The Value still exists; it simply does not require manual entry. For example, Incident Date within this month does not require manual entry of a Value because the system knows what month it is.
2. Group refers to multiple conditions joined together by a common Operator. An Operator change is the most common reason for adding a Group rather than adding another Condition. Different Groups are always joined by AND.
 - a. A Simple Query only has one Group.
 - b. A Complex Query has two or more Groups.

Home » Advanced Search

Menu	Conditions
<div>✕ Clear query</div> <div>↺ Load query</div> <div>↻ Save query</div> <div>▶ Execute</div>	<p>Select records where all of the following apply</p> <p>Incident Date/Time Date Year is equal to 2019</p> <p>and Incident Involved Person Armed With Weapon Type is equal to HANDGUN</p> <p>and Incident Location Roadway Between S... starts with 1234</p> <p>and Collision Collision Unit Fatality is true</p> <p>[Add new condition]</p>

3. Operator modifies and joins Conditions.
 - a. There are four basic types of Operators:
 - a. IS AND
 - b. IS OR
 - c. IS NOT AND
 - d. IS NOT OR.

Home » Advanced Search

Menu	Conditions
<div>✕ Clear query</div> <div>↺ Load query</div> <div>↻ Save query</div> <div>▶ Execute</div>	<p>Select records where all of the following apply</p> <p>Incident Date/Time Date Year is equal to 2019</p> <p>and Incident Involved Person Armed With Weapon Type is equal to HANDGUN</p> <p>and Incident Location Roadway Between S... starts with 1234</p> <p>and Collision Collision Unit Fatality is true</p> <p>[Add new condition]</p>

Summary Results Extract

4. The Advanced Search use all four Operators but will default to IS AND. Changes to the Operator are made in the Header Row.

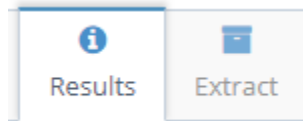
- **Execute** launches the Query presently displayed in the Conditions sub-section.

Menu	Conc
<div>✕ Clear query</div> <div>↺ Load query</div> <div>↻ Save query</div> <div>▶ Execute</div>	<p>Select r</p> <p>[Add new</p>

4. Result Sections

The results will be returned from the custom query and displayed in the following Result Sections. The Result Sections displays the Data Set in a tabular format with two tabs:

- I. **Results Tab**
- II. **Extract Tab**



We will not show the “Advance Search Results” in the upper left hand side of the page. If the user has saved the query and given it a name, the Name will also show up on the upper left hand side of the page.

I. Results Tab

This is where the details of the data set are returned. The Results Tab displays Information in a spreadsheet format with Columns and Rows.

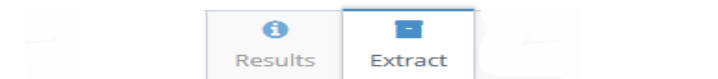
- a. Columns represent fields. Field names are listed in the header row. Displayed fields will vary by Report Type when a single Report Type is selected OR when multiple/all Report Types are selected. Specific columns may or may not apply to a particular Report Type and may be blank. In addition, a column may display different information for different Report Types.
- b. Each row contains field values for a specific Report or Individual. Users may need to scroll right to see all columns.

II. Extract Tab

The Extract Tab is used to export the Data Set. There are three supported extract format options.

- MS Excel
- CSV
- PDF

Extract cannot limit the Data Set and will always export the entire Data Set. Column Filters on the Results Tab do NOT affect the data set from the Extracts.



Data Extract

Specify the type of file to create:

- ☐ MS Excel
- ☐ CSV
- ☐ PDF

5. Mapping of the eDaily data elements to the XML Model.

LexisNexis will work with MSP to map the data elements from eDaily to the Basic Activity Search solution. In addition to the mapping of the data elements, LexisNexis will apply advanced business rule logic to narrow down and/or filter results as possible.

ADVANCED OPTIONS:

1. Manage Output Values

Output Functions allow the user to limit the fields that display in the *Results Tab*. This is done by moving options from the Available Column to the Selected Column and by choosing field from the Pinned Column picklist. Then click Save.

Home

Change Password
Output Columns
Logout

Configure Output Columns

Report Type: MultipleResults

Output columns

Available Columns

- Incident ID
- Incident Type
- PersonID
- PersonID
- PersonID
- PersonID
- PersonID
- PersonID
- Agency Name
- Collision MFI
- Date
- Roadway Name
- Owner Last Name
- Owner First Name
- Location Description
- Latitude
- Longitude

Selected Columns

Pinned Columns

Save changes?

Save Cancel

2. Shared Queries Section

LexisNexis will create a new section within the Admin Portal under Advanced Search for SHARED Queries, where authorized users can access and run shared queries that the eApplications group creates and publishes. Only the eApplications group will have the ability to create, edit, delete and publish queries based on field usage.

In addition, LexisNexis will log a count for each data element that are executed within the Advanced Search Tool.

Deliverables:

As part of this endeavor, LexisNexis will provide the following items:

LexisNexis Deliverables and Task Associated with the eAICS System Proposal:

- Facilitate Design Sessions and a Design Document that details the functionality of the eAICS system.
- Development of the eAICS system capability within the existing eAICS client application.

LexisNexis Proposal Cost:

Basic Activity Search Solution

	Hours	Amount
eDaily Basic Activity Search	360	\$41,400.00
Advanced Options – Managed Output Values	40	\$4,600.00
Advanced Options – Shared Queries Section	120	\$13,800.00
TOTAL Options		\$59,800.00

Contractor shall invoice the State after all deliverables have been formally tested and approved by the State. Any invoices shall be paid in full by the State within thirty (30) days from the invoice date.

The undersigned hereby agrees to the terms of this SOW:

CONTRACTOR

State of Michigan

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Appendix A

*Example Query Results

Citations/Arrests

	Citations	Counts
Citations-Hazardous	[number of citations/arrests]	[number of counts]
Citations – Non-Hazardous	[number of citations/arrests]	[number of counts]
Verbal Warnings – Hazardous	[number of citations/arrests]	[number of counts]
Verbal Warnings – Non-Hazardous	[number of citations/arrests]	[number of counts]
Original Felony Arrests	[number of citations/arrests]	[number of counts]
Original Misdemeanor Arrests	[number of citations/arrests]	[number of counts]
Fugitive Arrests	[number of citations/arrests]	[number of counts]

Patrol Activities

Activity Type	Hours	Counts
Original Traffic Stops	[Hours]	[Counts]
Total Traffic Stops	[Hours]	[Counts]
Car Assists	[Hours]	[Counts]
Officer Assists	[Hours]	[Counts]
Car Investigated	[Hours]	[Counts]
Property Inspection	[Hours]	[Counts]
Other Patrol Activities		

Investigative Activities

Activity Type	Hours	Counts
Address Check	[Hours]	[Counts]
Background Investigation	[Hours]	[Counts]
Persons Investigated	[Hours]	[Counts]
Non-Patrol Originals	[Hours]	[Counts]
Other Investigative Activities	[Hours]	[Counts]

IV. PROJECT OBJECTIVES

A. Development

Each release will be completed based on a sprint work cycle upon such intervals as mutually agreed by the parties:

1. The Contractor will provide fulltime software developer consultants ("Consultants") to design, develop, and revise the software.
2. All Terms and Conditions of the Master Contract apply unless modified herein this Statement of Work.
3. Review, revise, and planning for each sprint work cycle will be completed monthly.
4. Contractor will work with the State to identify, prioritize and provide ongoing status of the Software during the term of this SOW.

B. General Requirements

i. The Contractor agrees to the following for the SOW Term: **Build, Verification and Development:**

The Contractor will:

- Review all code changes for new code deployed and modified for MSP before such changes go to MSP. All reviews must include execution of a test plan.
- Conduct testing of the new/modified module to ensure that all deployments and modifications integrate with all current and future modules including but not limited to: CVED, eAICS, and eDaily.
- Perform regression testing of all functionality.

ii. Encryption:

The Contractor will use current encryption security standards. The current standards are listed below. Contractor must stay in compliance with future security standards as defined by CJIS Security Policy:

- FIPS 140-2 SSL
- FIPS 140-2 CSP (Microsoft Cryptographic Service Providers)
- 128 bit encryption, per Public Act 566 of 2006

iii. Session Timeouts:

Sessions will expire after a period of 30 minutes inactivity. This ensures that user sessions are not left idle for an unauthorized person to gain access as defined by CJIS Security Policy.

iv. Strict Password Rules:

Strict password conventions will be exercised, preventing users from choosing common or easy words to figure out as defined by SOM Policy:

<http://inside.michigan.gov/dtmb/wr/psp/Documents/1335.00.20%20Active%20Directory%20Password%20Standard.pdf>

v. Failed Login Attempts:

Application logging is required as defined by CJIS Security Policy.

vi. Identity Management System:

If the State requests, and upon written agreement by the parties, the Contractor will configure the application(s) to use the State's identity management system environment to achieve single sign on, when used on a computer connected to MSP's network.

vii. Breach:

If the Contractor becomes aware of any confirmed misuse or unauthorized access to MSP data, the Contractor is required to contact the MSP and DTMB Project Managers immediately and not to exceed a timeframe of more than 24 hours of said incident. The State and Contractor will determine who will be required to contact any persons affected by said breach via (1) written notice or (2) e-mail or (3) web site posting and public media release within 5 days of said breach.

viii. Assignments

Assignments define the type of Daily record that is created and is associated with an Officer's duties.

ix. Activities

Activities are a collection of work done within an assignment.

x. Base Activities

Base activities are activities classified by the State as "core", "essential" or "regularly used". They consist of the following: Arrest, Attempt to Buy, Attempt to Locate, CI Contact, Community Policing, Complaint Review, Court, Intel Check, Interdiction, Interviews, Meeting, Mentoring, Original, Phone Calls/Emails, Post Inspection, Recruiting, Report Writing, Search Warrant, Supplemental Incident, Surveillance, Tip Investigation, Training, Trash Pull, and Work Up.

V. AGENCY RESPONSIBILITIES:

- Assign a primary point of contact with the Contractor.
- Ensure access to systems, resources etc. needed to complete testing and production support activities.
- Ensure access to database and server(s) needed for testing and production support activities assigned.
- Conduct User Acceptance Testing (UAT) and provide Acceptance.
- Provide network and VPN access as necessary.
- Provide specifications and/or requirements.
- Review and provide feedback and acceptance on all deliverables.
- Assist in providing the information needed for the requirements planning and provide approvals in a timely manner to ensure sprints can meet the required deadlines.

VI. ACCEPTANCE CRITERIA

On a bi-weekly basis, the Contractor will provide the State a written progress report on the status of upcoming milestones. Once a milestone is considered completed by the Contractor, it will be made available for acceptance testing to the state. The State will be responsible for reviewing the contents of the delivery for Conformity to the requirements/functional specification. A milestone is not considered complete until the State accepts the milestone. Any non-conformities discovered after acceptance, but before the final milestone, will be fixed by the Contractor.

1. Acceptance Testing.

- A. Acceptance Tests will be conducted to ensure the Software conforms to the requirements set forth in the agreed upon release, including the applicable Specifications and Documentation of each module and complete Software package release. The State may, but is not obligated to perform its own pretest on the software utilizing Contractor's test package. If the State performs a pretest and Contractor's test package does not successfully pass the following activities, the following will be completed:
- The Contractor will provide the State with all test data and test scripts
 - The State is not obligated to transition into formal Acceptance Testing set forth in

this Section.

- The State may elect to return the Contractor's test package for problem correction and retest.
- B. All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in this Statement of Work, commence on the Business Day following installation of the Software and be conducted for up to thirty (30) Business Days (the "Testing Period").
- Contractor will make suitable Contractor Personnel available to observe or participate in Acceptance Tests conducted by the State if requested.
 - The State has the right to observe or participate in all or any part of Acceptance Tests conducted by the contractor.
- C. Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing. The following Acceptance Test will be performed upon delivery and installation of any Configuration to the Software: full operability, integration, and compatibility among all elements of the Software ("Integration Testing"). Integration Testing is subject to all procedural and other terms and conditions set forth in this Statement of Work.
- D. If the State discovers a material Non-Conformity ("Non-Conformity") means any failure of any: (a) Software or Documentation to conform to the requirements of this Statement of Work or (b) Software to conform to the requirements of this Statement of Work or the Specifications or Documentation resulting from the tested Software or part or feature of the Software. The following actions will be taken:
- The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor.
 - Contractor will within twenty-one (21) Business Days, correct such Non-Conformity, once the state has provided documented steps to faithfully reproduce non-conformity at which point the acceptance testing will be suspended.
 - When the Non-conformity is corrected, the Acceptance Tests and Testing Period will resume.
- E. The Contractor will be responsible for keeping and making available to the State an issues tracking log, or equivalence, which will tally all issues, time to remediate, dependencies, and steps to remediate the issue. This will become part of the overall Project scope and be referred to for future deployments and modifications.

2. Notices of Completion, Non-Conformities, and Acceptance.

Within five (5) Business Days following the completion of any Acceptance Tests, including any Integration Testing, the party responsible for conducting the tests will prepare and provide to the other party written notice of the completion of the tests. Written notice(s) must include the following information:

- Report describing in detail the tests conducted and the results of such tests,
 - Any uncorrected Non-Conformity in the tested Software.
 - A determination if Non-Conformity will be remediated or be accepted going forward with full documentation as acceptance.
- A. When written notice is provided by either party and identifies any Non-Conformities, the parties' rights, remedies, and obligations will be as set forth herein and below
- B. If such notice is provided by the State and identifies no Non-Conformities, signed notice will constitute the State's Acceptance of such Software. Notice must be signed by both the MSP's Business Owner and Project Manager
- C. If such notice is provided by Contractor and identifies no Non-Conformities, the State will have twenty five (25) Business Days to use the Software in the Operating Environment. The State has sole discretion in determining, whether it is satisfied that the Software contains no Non-Conformities. The State will provide the following as appropriate:

- i. Notification to the Contractor in writing of Non-Conformities the State has observed in the Software and of the State's non-acceptance, whereupon the parties' rights, remedies and obligations will be as set forth herein and below; or
- ii. Providing Contractor with a written notice of its Acceptance of such Software, which must be signed by the State's Business Owner and Project Manager.
- iii. If non Non-Conformities are identified in writing and no notice is provided within the period, Acceptance will be assumed.

3. Failure of Acceptance Tests.

If Acceptance Tests identify any Non-Conformities, Contractor, at Contractor's sole cost and expense, will remedy all such Non-Conformities and provide a remediation strategy to the State within five (5) Business Days. The Contractor and the State will agree, in writing, on a timeline to provide a remedy, time to accept the remedy in a non-production environment and re-deliver within a mutually agreed timeframe the Software, as applicable, Contractor's:

- A. completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or
- B. Receipt of the State's notice under Section 1(A) or 2(C)(i) above, identifying any Non-Conformities.

4. Repeated Failure of Acceptance Tests.

If Acceptance Tests identify any Non-Conformity in the Software after a second or subsequent delivery of the Software, or Contractor fails to re-deliver the Software In keeping with number 3 above, the State may, in its sole discretion, by written notice to Contractor:

- A. continue the process set forth in Acceptance Testing;
- B. accept the Software as a nonconforming deliverable, in which case the Payment for such Software will be reduced equitably as agreed to by the parties to reflect the value of the Software as received relative to the value of the Software had it conformed; or
- C. Deem the failure to be a non-curable material breach of this Contract and this Statement of Work and terminate this Statement of Work for cause in accordance with Section 2.152 of the Contract. Nothing in this section shall be deemed to release the State from paying Contractor for any Deliverable that has been approved or accepted pursuant to section 5 below prior to such termination.
- D. If a non-Accepted Non-Conformity is deemed to be a previous Non-Conformity as reflected in the Issues Log which has not been subsequently remediated in later fixes and releases, Contractor will correct the Non-Conformity at no charge to State.

5. Acceptance.

Acceptance ("Acceptance") of the Software (subject, where applicable, to the State's right to Integration Testing) will occur on the date that is the earliest of the State's delivery of a notice accepting the Software under 2(B), or 2(c) (ii) above.

VII. MILESTONES

Milestones are the waypoints that indicate the project is making progress and provides the State opportunity to verify acceptance criteria before the entire application is complete. Using milestones does not impact the overall cost of the project. The determination of the milestone value uses a compounding calculation, rather than effort estimation, to emphasize the completion of the project as a whole.

VIII. SPECIFIC DEPARTMENT STANDARDS

At the request of the State, Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project. In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project. Contractor will pay for all costs associated with ensuring their staff meets all requirements.

IX. PROJECT CONTROL AND REPORTS:

A monthly progress report must be submitted to MSP's Business Owner and DTMB Project Manager throughout the life of this Statement of Work. Each monthly Progress Report must contain:

1. **Summary:** Indicate a summary of activity during the report period.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Planned Tasks for the following Month:** Describe activities to be accomplished and deliverables expected during the next reporting period.
4. **Issues and Resolutions:** Indicate major issue/risks/changes, real or perceived, and recommend solutions.

X. PAYMENT

DTMB will pay CONTRACTOR upon receipt of the properly completed invoices, which shall be submitted to the billing address on the State issued purchase order upon completion of each milestone, as agreed to by the parties. DTMB Accounts Payable area will coordinate obtaining Agency Business Owner and DTMB Project Manager approvals. The invoices should reflect actual work completed by payment date, and must be approved by the Agency Business Owner and DTMB Project Manager prior to payment. The invoice must include the Progress Report and associated fees.

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

TRAVEL AND EXPENSES

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

CHANGES TO STATEMENT OF WORK

Any changes to this Statement of Work will require a Contract Change Notice executed by Contractor and DTMB Procurement to be effective.

XI. PROJECT CONTACTS

STATE

The designated Agency Business Owner/Primary Point of Contact is:

F/LT Alan Renz
MSP
7150 Harris Drive
Dimondale, MI

517-648-5871
RenzA1@michigan.gov

The designated DTMB Project Manager is:

Andrew Richards
DTMB EPMO
7150 Harris Drive
Dimondale, MI
517-897-3947
Richardsa4@michigan.gov

The designated DTMB Technical Lead is:

Ramesh Devaram
DTMB Agency Services MSP/DMVA
7150 Harris Drive
Dimondale, MI
517-898-6895
devaramr@michigan.gov

Contractor

The designated Contractor Key Personnel are as follows. Project Manager/Single Point of Contact and all Consultants assigned to complete an agreed upon release will be designated as Key Personnel per Section 2.060 Contract Management of the Master Contract.

Project Manager/Single Point of Contact is:

Mary Roush
Consulting Manager
517.881.4142 Mobile
Mary.Roush@lexisnexisrisk.com

XII. LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Contractor will perform services remotely unless otherwise requested by the State.

XIII. EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

XIV. GENERAL ASSUMPTIONS.

The parties acknowledge that the State's responsibilities and tasks include those set forth in this SOW, and that Contractor's fixed rate for its Services depend upon the State's performance of such obligations. In the event of a delay or failure by the State to meet its obligations, and such failure materially effects Contractor's ability to perform the Services, then the parties will mutually negotiate an equitable adjustment to the implementation schedule or fees pursuant to Section 2.024 of the Master 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 **12**

to

Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC	STATE	Program Manager	Various	MSP
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Salman Anwar		Contract Administrator	Sean Regan	DTMB
	269-615-7949			(517) 243-8459	
	salman.anwar@lexisnexisrisk.com			regans@michigan.gov	
	CV0060187				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input checked="" type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,150,618.76	\$18,400.00	\$13,169,018.76		
DESCRIPTION				
Effective March 29, 2019, the Michigan State Police are adding \$18,400.00, per the attached Statement of Work, for services for the PDF extract for the Data Hub Project. This change notice extends the Statement of Work for services to September 30, 2019 for up to 5 resources. All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.				

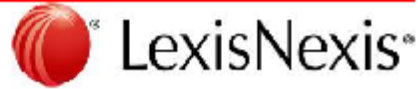
**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Ramesh Devaram	517-898-6895	DevaramR@michigan.gov
MSP	Dawn Brinningstaull	517-284-3054	BrinningstaullD@michigan.gov
DTMB	David Roach	517-284-3271	roachd2@michigan.gov

Quote

LexisNexis® Risk Solutions

1000 Alderman Drive
Alpharetta, GA 30005



February 27, 2019

Quote No.:MSP 02272019

ATTN:

State of Michigan
320 S. Walnut
Lansing, MI 48933

	Description	Hours	Unit Price	Amount
Custom	Consulting Services for the PDF extract for the Data Hub Project	160	\$115.00	\$18,400.00
Quote Subtotal				\$18,400.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Tim Bingham
Timothy.Bingham@lexisnexisrisk.com
502-905-0241

Signature to Accept Quote: _____

Date: _____

Pricing is guaranteed for 90 days from the date this quote was issued

Drill Down Reports Specification Document

Overview

LexisNexis will provide a snapshot of approved eDaily, eCrash and eCitation outputs (PDF format) in a new MS-SQL Server database. The PDF will be equivalent to the PDF that can be downloaded by an MSP user from the Admin Portal at the time the daily, crash report, or citation is completed. The data will be accessible by the MSP from the SQL server located in LexisNexis' DMZ environment, also known as the gateway server.

Database Structure

A new database will be created to persist the PDF data. For future considerations, each data source will have its own table.

The eDaily data will be stored in a table eDailyRenderedReport, with the following structure:

Column Name	Column Type	Index Type	Foreign Key
DailyReportId	Uniqueidentifier	Primary Key	OfficerDaily.dbo.DailyReport.DailyReportId
VersionDate	Datetime	Non-Clustered	OfficerDaily.dbo.DailyReport.VersionDate
RenderDate	Datetime	Clustered	
Report	Varbinary		

The eCrash data will be in a table eCrashRenderedReport, with the following structure:

Column Name	Column Type	Index Type	Foreign Key
ExternalCrashId	int	Primary Key	MiLESS.dbo.CrashHeader.ExternalCrashId
AgencyORI	Varchar	Primary Key	MiLESS.dbo.CrashHeader.AgencyORI
VersionDate	Datetime	Non-Clustered	MiLESS.dbo.CrashHeader.LastUpdateDate
RenderDate	Datetime	Clustered	
Report	Varbinary		

The eCitation data will be in a table eCitationRenderedReport, with the following structure:

Column Name	Column Type	Index Type	Foreign Key
TicketNum	int	Primary Key	MiLESS.dbo.eCitationTicket.TicketNum
AgencyORI	Varchar	Primary Key	MiLESS.dbo.eCitationTicket.AgencyORI
VersionDate	Datetime	Non-Clustered	MiLESS.dbo.eCitationTicket.LastUploadDate
RenderDate	Datetime	Clustered	
Report	Varbinary		

Process Flow

LexisNexis will run a scheduled task periodically in the LexisNexis production environment to generate reports into the respective table with the criteria of:

- Completed Dailies where a DailyReportId does not exist in eDailyRenderedReport or the VersionDate has differed between DailyReport and eDailyRenderedReport.
- Completed Crash Reports where Deleted is False and eCrashRenderedReport does not have a corresponding value in MiLESS.dbo.CrashHeader based on ExternalCrashId + AgencyORI or the LastUpdateDate has differed from the VersionDate. Only reports generated from MSP ORIs will be rendered.
- Citations not voided and eCitationRenderedReport does not have a corresponding eCitationTicket record based on TicketNum and AgencyORI; or has a different LastUploadDate. Only citations generated from MSP ORIs will be rendered.

This set of PDF reports will be rendered using the logic currently used to render Trooper and CVED daily reports, Crash Reports and the Officer Copy of Citations as PDF and Insert/Update the data in the Report column with the current date/time as the RenderDate. Time will be for the Eastern timezone

Testing

LexisNexis will provide an initial “sample” of data for testing purposes. The MSP can either provide a list 1 week before testing begins of specific reports to be rendered by supplying:

- Daily Report Ids
 - ExternalCrashId and AgencyORI
 - TicketNum and AgencyORI
- or LexisNexis will generate a random list of 1000 Dailies, Crashes and Citations to sample and supply the list to the MSP.

Data Storage

LexisNexis will not retain Reports rendered more than 1 month ago – the Report column will be set to null after the RenderDate is more than 1 month in the past to save on storage costs. In the event that dailies need to be re-rendered, the records in the render table can be purged and the scheduled process will restore them.

Deployment

Initially, there will be approximately 1.7 million Dailies, 400K Crash Reports, and 1.25 million Citations to render. This initial volume will be delivered as a complete set in an SQL Backup rather than expecting all of these reports to be pulled from the DMZ server via SQL queries. The DMZ server will not store these initial dailies if there is not enough storage space available.

DR Failover

When LexisNexis is in DR Failover, the DMZ server becomes inaccessible. Daily rendering will be suspended until normal production is restored.

Intended Consumption and Assumptions

It is expected that data will be pulled from the report tables on a periodic basis using the RenderDate from each table as an indicator of data that needs to be downloaded.

CDC will not be used.

Simple Logging will be used on this database to limit the amount of storage for this transient data.

The MSP and DTMB will be responsible for restoring the initial data from an SQL Backup.

The MSP and DTMB will be responsible for pulling and storing the PDF reports. This includes the persistence beyond the 1 month time frame.

The server in the LexisNexis DMZ will not be expected to handle real-time, direct query duties.

Estimated Deliver Timeframe

LexisNexis will provide one (1) development resource to complete the development of the drill down report solution. Development will start immediately once the project is approved. The solution would be ready for MSP beta testing in 4 calendar weeks. If the solution is ready for beta testing sooner, LN will communicate with MSP. As soon as MSP User Acceptance is complete and sign off received, LexisNexis will work with MSP to schedule a date to deploy into Production. This would not need to fall into the regularly scheduled Monthly Production Release (2nd Thursday of each Month).



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 **11**
to
Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexisrisk.com
	**CV0060187

STATE	Program Manager	Various	DTMB
	Contract Administrator	Sean Regan	DTMB
		(517) 284-6993	
		regans@michigan.gov	

CONTRACT SUMMARY

ECRASH AND ECITATION

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	

ALTERNATE PAYMENT OPTIONS

<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		Click here to enter a date.
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$13,150,618.76		0.00	\$13,150,618.76	

Effective 1/11/2019, the following amendment is hereby incorporated into the contract for the development of additional eAICS, GAR and CVED enhancements that are required to allow all members of MSP to complete more detailed reports and further document criminal activities so that criminal investigations can result in convictions. The electronic data will assist MSP with gathering statistical information for analysis which will allow MSP to function more effectively in their enforcement efforts.

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 and agency agreement, DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Ramesh Devaram	517-898-6895	DevaramR@michigan.gov
MSP	Dawn Brinningstaull	517-284-3054	BrinningstaullD@michigan.gov
DTMB	David Roach	517-284-3271	roachd2@michigan.gov



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

Agreement to Change Contract Number: 071B5500023

Between the State of Michigan and LexisNexis Claims Solutions, Inc.

Project Title: eAICS Development	Period of Coverage: 1/01/2019 – 3/31/2019
Requesting Department: Michigan State Police (MSP)	Date: December 19, 2018
Agency Business Owner Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Andrew Richards	Phone: 517-897-3947

BACKGROUND

Contract 071B5500023 between LexisNexis Claims Solutions, Inc., (“Contractor”) and the State of Michigan (“State”) was originally executed to have the Contractor maintain as-needed iyeCrash and iyeCitation licenses to support electronic Traffic Crash and Citation mobile computing reporting systems (eCrash and eCitation modules) used by Michigan State Police (“MSP”) troopers throughout the State (“Master Contract”).

Section 1.100 Scope of Work and Deliverables of the Master Contract, Subsection 6 allows for “Future Enhancements (includes additional services, software licenses, maintenance and support and training related to the iyeCrash and iyeCitation environment)”.

Per Contract Change Notice #1, the Contract allows for the Contractor to host and maintain the MSP developed eDaily application which replaced the State’s Officer Daily System (OD) that is integrated with eCrash and eCitation reporting systems.

The parties desire to enter into this Statement of Work (“SOW”) to provide for Contractor’s continuing development of the Electronic Automated Incident Capture System (“eAICS” or (“Software”) application for the SOW Term. eAICS replaces the current State Automated Incident Capture System as it relates to

the iyeCrash and iyeCitation environment. The parties acknowledge and agree that Sections 2.321 and 2.322 of the Master Contract control Contractor's license to the Deliverables including the eAICS application and Software source code and the license grant to Contractor thereunder shall be perpetual and irrevocable. For the purpose of this SOW, "Deliverable" shall mean the eAICS application delivered as agreed to by the parties. This SOW will also cover any needed work for CVED eapplications, Data Hub application needs, and/or Grant Activity Reporting (GAR).

I. Technical Environment

The Contractor will comply with Section 1.103, Subsections 1 through 5 of the Master Contract.

II. Specific Operating Environment

The following information regarding the MSP technical environment will be relevant to the Contractor:

Platform Specific:

Solution is hosted in the Saginaw County Data Center and supported by Saginaw County IT staff.

The Testing/QA/Production Environment consists of: three (3) - Dell 640 Servers with dual Xeon Scalable Processors, 32 GB Memory, Windows Server 2016 and Microsoft SQL 2016. Two (2) Dell PowerEdge R730XD up to 1.5TB

End User Specific:

Operating System – Microsoft Windows 10

Hardware – Dell Latitude 12 Rugged Extreme Laptop
Panasonic FZ-G1 ToughPad
Dell E6430 ATG Semi-Rugged Laptop
Dell Latitude 12 Rugged Extreme

Open Source Components:

Microsoft .net
CodePlex
CsQuery
SGLite
Saxon-HE
HtmlToOpenXml
Redis

III. PROJECT OBJECTIVE / SCOPE OF WORK

A. Development

Each release will be completed based on a sprint work cycle upon such intervals as mutually agreed by the parties:

1. The Contractor will provide up to five (5) fulltime software developer consultants ("Consultants") to continue to develop, and enhance the eAICS software.

2. All Terms and Conditions of the Master Contract apply unless modified herein this Statement of Work.
3. Planning for each sprint work cycle will be completed by the fifteenth (15th) of every month. If the day falls on a weekend or federal holiday, the next working day will be utilized.
4. Contractor will work with the State to identify, prioritize and provide ongoing status of eAICS application enhancements during the term of this SOW.

In accordance with the specifications provided to Contractor by the State and/or MSP, Contractor will complete the activities listed below for each release. The content of each release must be based on feedback from MSP's Business Owner approver. The requirements and content for each release will be mutually agreed upon by the parties to this SOW in advance to any work starting on such release.

Contractor responsibilities include: Providing direction, input and securing approval from the State for:

- Scope Definition and Prioritization
- Implementation Plan and Schedule
- Specification Gathering and Validation
- Development, including interfaces, configuration, installation, etc.
- Integration, Quality Assurance (QA), Quality Control (QC), and Regression Testing
- Front-End Verification (FEV) Release
- Functional and Administrative Training
- UAT Release and Support
- Production Promotion
- Post Production Release Support
- All Supportive Documentation
- Any changes proposed by the Contractor

B. General Requirements

The Contractor agrees to the following for the SOW Term:

i. Build, Verification and Development:

The Contractor will:

- Review all code changes for new code deployed and modified for MSP before such changes go to MSP. All reviews must include execution of a test plan.
- Conduct testing of the new/modified module to ensure that all deployments and modifications integrate with all current and future modules including but not limited to: eAICS, eCrash, eCitation, and eDaily.
- Perform regression testing of all functionality.

ii. Encryption:

The Contractor will use current encryption security standards. The current standards are listed below. Contractor must stay in compliance with future security standards as defined by CJIS Security Policy:

- FIPS 140-2 SSL

- FIPS 140-2 CSP (Microsoft Cryptographic Service Providers)
- 128 bit encryption, per Public Act 566 of 2006

iii. Session Timeouts:

Sessions will expire after a period of 30 minutes inactivity. This ensures that user sessions are not left idle for an unauthorized person to gain access as defined by CJIS Security Policy.

iv. Strict Password Rules:

Strict password conventions will be exercised, preventing users from choosing common or easy words to figure out as defined by SOM Policy:

<http://inside.michigan.gov/dtmb/wr/psp/Documents/1335.00.20%20Active%20Directory%20Password%20Standard.pdf>

v. Failed Login Attempts:

Application logging is required as defined by CJIS Security Policy.

vi. Identity Management System:

If the State requests, and upon written agreement by the parties, the Contractor will configure the application(s) to use the State's identity management system environment to achieve single sign on, when used on a computer connected to MSP's network.

vii. Breach:

If the Contractor becomes aware of any confirmed misuse or unauthorized access to MSP data, the Contractor is required to contact the MSP and DTMB Project Managers immediately and not to exceed a timeframe of more than 24 hours of said incident. The State and Contractor will determine who will be required to contact any persons affected by said breach via (1) written notice or (2) e-mail or (3) web site posting and public media release within 5 days of said breach.

IV. AGENCY RESPONSIBILITIES:

- Assign a primary point of contact with the Contractor.
- Ensure access to systems, resources etc. needed to complete testing and production support activities.
- Ensure access to database and server(s) needed for testing and production support activities assigned.
- Conduct User Acceptance Testing (UAT) and provide Acceptance.
- Provide network and VPN access as necessary.
- Provide specifications and/or requirements.
- Review and provide feedback and acceptance on all deliverables.
- Assist in providing the information needed for the requirements planning and provide approvals in a timely manner to ensure sprints can meet the required deadlines.

V. ACCEPTANCE CRITERIA

On a monthly basis unless otherwise agreed to by the parties, Contractor will provide status reports listing work performed, tasks completed and detailed time sheet (s). Contractor will invoice monthly at the agreed upon hourly rate as provided in the Master Contract for services and tasks that have been

completed. Contractor will provide a Deliverable Acceptance Form (DAF) that shows the original estimate and actual hours for each specific completed task. Signing the monthly DAF by the MSP's Business Owner signifies State and MSP deliverable acceptance.

VI. Acceptance Testing; Acceptance

1. Acceptance Testing.

- A. Acceptance Tests will be conducted to ensure the Software conforms to the requirements set forth in the agreed upon release, including the applicable Specifications and Documentation of each module and complete Software package release. The State may, but is not obligated to perform its own pretest on the software utilizing Contractor's test package. If the State performs a pretest and Contractor's test package does not successfully pass the following activities, the following will be completed:
 - The Contractor will provide the State with all test data and test scripts
 - The State is not obligated to transition into formal Acceptance Testing set forth in this Section.
 - The State may elect to return the Contractor's test package for problem correction and retest.
- B. All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in this Statement of Work, commence on the Business Day following installation of the Software and be conducted for up to thirty (30) Business Days (the "Testing Period").
 - Contractor will make suitable Contractor Personnel available to observe or participate in Acceptance Tests conducted by the State if requested.
 - The State has the right to observe or participate in all or any part of Acceptance Tests conducted by the contractor.
- C. Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing. The following Acceptance Test will be performed upon delivery and installation of any Configuration to the Software: full operability, integration, and compatibility among all elements of the Software ("Integration Testing"). Integration Testing is subject to all procedural and other terms and conditions set forth in this Statement of Work.
- D. If the State discovers a material Non-Conformity ("Non-Conformity") means any failure of any: (a) Software or Documentation to conform to the requirements of this Statement of Work or (b) Software to conform to the requirements of this Statement of Work or the Specifications or Documentation) resulting from the tested Software or part or feature of the Software. The following actions will be taken:
 - The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor.
 - Contractor will within twenty-one (21) Business Days, correct such Non-Conformity.
 - When the non-conformity is corrected, the Acceptance Tests and Testing Period will resume.
- E. The Contractor will be responsible for keeping and making available to the State an issues tracking log which will tally all issues, time to remediate, dependencies, and steps to remediate the issue. This will become part of the overall Project scope and be referred to for future deployments and modifications.

2. Notices of Completion, Non-Conformities, and Acceptance.

Within fifteen (15) Business Days following the completion of any Acceptance Tests, including any Integration Testing, the party responsible for conducting the tests will prepare and provide to the other party written notice of the completion of the tests. Written notice (s) must include

the following information:

- Report describing in detail the tests conducted and the results of such tests,
 - Any uncorrected Non-Conformity in the tested Software.
- A. When written notice is provided by either party and identifies any Non-Conformities, the parties' rights, remedies, and obligations will be as set forth herein and below
- B. If such notice is provided by the State and identifies no Non-Conformities, signed notice will constitute the State's Acceptance of such Software. Notice must be signed by both the MSP's Business Owner and Project Manager
- C. If such notice is provided by Contractor and identifies no Non-Conformities, the State will have thirty (30) Business Days to use the Software in the Operating Environment. The State has sole discretion in determining, whether it is satisfied that the Software contains no Non-Conformities. The State will provide the following as appropriate:
- i. Notification to the Contractor in writing of Non-Conformities the State has observed in the Software and of the State's non-acceptance, whereupon the parties' rights, remedies and obligations will be as set forth herein and below; or
 - ii. Providing Contractor with a written notice of its Acceptance of such Software, which must be signed by the State's Business Owner and Project Manager.

3. Failure of Acceptance Tests.

If Acceptance Tests identify any Non-Conformities, Contractor, at Contractor's sole cost and expense, will remedy all such Non-Conformities and re-deliver within twenty-one (21) Business Days following, as applicable, Contractor's:

- A. completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or
- B. receipt of the State's notice under Section 1(A) or 2(C)(i) above, identifying any Non-Conformities.

4. Repeated Failure of Acceptance Tests.

If Acceptance Tests identify any Non-Conformity in the Software after a second or subsequent delivery of the Software, or Contractor fails to re-deliver the Software in keeping with number 3 above, the State may, in its sole discretion, by written notice to Contractor:

- A. continue the process set forth in Acceptance Testing;
- B. accept the Software as a nonconforming deliverable, in which case the Payment for such Software will be reduced equitably as agreed to by the parties to reflect the value of the Software as received relative to the value of the Software had it conformed; or
- C. Deem the failure to be a non-curable material breach of this Contract and this Statement of Work and terminate this Statement of Work for cause in accordance with Section 2.152 of the Contract. Nothing in this section shall be deemed to release the State from paying Contractor for any Deliverable that has been approved or accepted pursuant to section 5 below prior to such termination.
- D. If a non-Accepted Non-Conformity is deemed to be a previous Non-Conformity as reflected in the Issues Log which has not been subsequently remediated in later fixes and releases, Contractor will correct the Non-Conformity at no charge to State.

5. Acceptance.

Acceptance ("Acceptance") of the Software (subject, where applicable, to the State's right to Integration Testing) will occur on the date that is the earliest of the State's delivery of a notice accepting the Software under 2(B), or 2(c) (ii) above.

VII. SPECIFIC DEPARTMENT STANDARDS

At the request of the State, Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project. LexisNexis staff must pass a Michigan State Police administered name-based and fingerprint based background check *and State of Michigan drug test* prior to assignment to this project. Additionally, each LexisNexis staff member will submit a signed Security Addendum as required by the Federal Bureau of Investigation Criminal Justice Information Services Security Policy and complete modules one through four of the Michigan State Police Criminal Justice Information Services Security Awareness Training upon assignment and every two years thereafter.

VIII. PROJECT CONTROL AND REPORTS:

A monthly progress report must be submitted to MSP's Business Owner and DTMB Project Manager throughout the life of this Statement of Work. Each monthly Progress Report must contain:

1. **Summary:** Indicate a summary of activity during the report period.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Planned Tasks for the following Month:** Describe activities to be accomplished and deliverables expected during the next reporting period.
4. **Issues and Resolutions:** Indicate major issue/risks/changes, real or perceived, and recommend solutions.

Any changes to this Statement of Work will require a Contract Change Notice executed by Contractor and DTMB Procurement to be effective.

IX. PAYMENT

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. Contractor will invoice at the hourly rate of One Hundred Fifteen Dollars and 00/100 (\$115.00) for up to five Consultants. DTMB Accounts Payable area will coordinate obtaining Agency Business Owner and DTMB Project Manager approvals. All invoices should reflect actual hours worked, and must be approved by the Agency Business Owner and DTMB Project Manager prior to payment. The invoices must include the Progress Report and associated fees.

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

TRAVEL AND EXPENSES

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

X. PROJECT CONTACTS

STATE

The designated Agency Business Owner/Primary Point of Contact is:

F/LT Alan Renz

MSP

7150 Harris Drive

Dimondale, MI

517-648-5871

RenzA1@michigan.gov

The designated DTMB Project Manager is:

Andrew Richards

DTMB EPMO

7150 Harris Drive

Dimondale, MI

517-897-3947

Richardsa4@michigan.gov

The designated DTMB Technical Lead is:

Ramesh Devaram

DTMB Agency Services MSP/DMVA

7150 Harris Drive

Dimondale, MI

517-898-6895

devaramr@michigan.gov

Contractor

The designated Contractor Key Personnel are as follows. Project Manager/Single Point of Contact and all Consultants assigned to complete an agreed upon release will be designated as Key Personnel per Section 2.060 Contract Management of the Master Contract.

Project Manager/Single Point of Contact is:

Ken Burk

Business Product Manger

678.274.9389 Direct

847.274.0487 Mobile

Ken.burk@lexisnexisrisk.com

XI. LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Contractor will perform services remotely unless otherwise requested by the State.

XII. EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

XIII. GENERAL ASSUMPTIONS.

The parties acknowledge that the State's responsibilities and tasks include those set forth in this SOW, and that Contractor's fixed rate for its Services depend upon the State's performance of such obligations. In the event of a delay or failure by the State to meet its obligations, and such failure materially effects Contractor's ability to perform the Services, then the parties will mutually negotiate an equitable adjustment to the implementation schedule or fees pursuant to Section 2.024 of the Master 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 **10**

to

Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS CLAIMS SOLUTIONS INC
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexisrisk.com
	CV0060187

STATE	Program Manager	Various	MSP
	Contract Administrator	Sean Regan	DTMB
		(517) 284-6993	regans@michigan.gov

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$12,952,818.76	\$197,800.00	\$13,150,618.76		
DESCRIPTION				
<p>Effective 9/12/2018, the following amendment is incorporated into this contract per the attached SOW. The value of this contract is increased by \$197,800.00 for the system improvements and changes.</p> <p>Please note the Contract Administrator has been changed to Sean Regan.</p> <p>All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval.</p>				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Ramesh Devaram	517-898-6895	DevaramR@michigan.gov
MSP	Dawn Brinningstaull	517-284-3054	BrinningstaullD@michigan.gov
DTMB	David Roach	517-284-3271	roachd2@michigan.gov



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

**Agreement to Change Contract Number: 071B5500023
Between the State of Michigan and LexisNexis, Inc.**

Project Title: eAICS Development	Period of Coverage: 10/01/2018 – 12/31/2018
Requesting Department: Michigan State Police (MSP)	Date: 08/31/2018
Agency Business Owner Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Andrew Richards	Phone: 517-897-3947

BACKGROUND

Contract 071B5500023 between LexisNexis Claims Solutions, Inc., (“Contractor”) and the State of Michigan (“State”) was originally executed to have the Contractor maintain as-needed iyeCrash and iyeCitation licenses to support electronic Traffic Crash and Citation mobile computing reporting systems (eCrash and eCitation modules) used by Michigan State Police (“MSP”) troopers throughout the State (“Master Contract”).

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The parties desire to enter into this Statement of Work (“SOW”) to provide for Contractor’s continuing development of the Electronic Automated Incident Capture System (“eAICS” or (“Software”) application for the SOW Term. eAICS replaces the current State Automated Incident Capture System as it relates to the iyeCrash and iyeCitation environment. The parties acknowledge and agree that Sections 2.321 and 2.322 of the Master Contract control Contractor’s license to the Deliverables including the eAICS application and Software source code and the license grant to Contractor thereunder shall be perpetual

and irrevocable. For the purpose of this SOW, "Deliverable" shall mean the eAICS application delivered as agreed to by the parties.

I. Technical Environment

The Contractor will comply with Section 1.103, Subsections 1 through 5 of the Master Contract.

II. Specific Operating Environment

The following information regarding the MSP technical environment will be relevant to the Contractor:

Platform Specific:

Solution is hosted in the Saginaw County Data Center and supported by Saginaw County IT staff.

The Testing/QA/Production Environment consists of: two (2) - Dell 610 Servers with 4 dual quad cores, 24 GB Memory, Windows 2008 R2 and Microsoft SQL 2008.

End User Specific:

Operating System – Microsoft Windows 7. Transitioning to Windows 10 by 1 October of 2018

Hardware – Dell Latitude 12 Rugged Extreme Laptop
Panasonic FZ-G1 ToughPad
Dell E6430 ATG Semi-Rugged Laptop
Dell Latitude 12 Rugged Extreme

Open Source Components:

Microsoft .net
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III. PROJECT OBJECTIVE / SCOPE OF WORK

A. Development

Each release will be completed based on a sprint work cycle upon such intervals as mutually agreed by the parties:

1. The Contractor will provide fulltime software developer consultants ("Consultants") to continue to develop, and enhance the eAICS software.
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- Front-End Verification (FEV) Release
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- All Supportive Documentation
- Any changes proposed by the Contractor

Development consists of the below listed features/enhancements which must be completed over the period 10/01/2018 – 12/31/2018. Hours for each specific feature/enhancement are an estimate.

30/6 Month Review 400 hours

Create an automated process that runs daily to search for Incidents that require review by the incident owner. Notifications will be sent based on the state of the Incident, the last activity performed and whether they have been notified. Automated process will need to be able to identify who the current owner is which may or may not be the original officer.

Property Split 200 hours

Within an Incident or in Property Management, allow a user with rights, to split a property – even if the incident is not editable (to support Closed Pending Release of Property) – this will need to persist property journals associated with a property, but support disposing subsets of the property. Quantities and values for the post-splits will need to be captured to reconcile the split.

GAR Other expenses load by date range 80 hours

In Grant Activity – the Other Expenses do not have a way to reload previous expenses. After discussion with FSB, the preferred path would be to set a date range for the Expense records with a default of 30 days.

OH Parser for LEIN 20 hours

Allow data from Premier One and Talon Hooks to be imported to LEMS when the plate is issued by the state of Ohio.

Search and Retrieve 40 hours

On the Incident screen, enable the Search and Retrieve feature to load a different incident but within the same post.

Clipboard feature 300 hours

Add a search along with Full Text in the Incident to search for a person from the eAICS repository and copy certain fields into a new person on the currently loaded incident.

Case Management Skip Grid refresh 160 hours

When the user approves an Incident, do not refresh the grid from the search parameters – instead remove the line-item that was approved. Add conditional error-handling when an incident is already approved. Add support to determine if the approval is from Waiting queue or from Detective Daily queue.

Arrest Detail Report in SSRS 40 hours

Replace the Razor/Telerik report with SSRS version.

Arrest Summary in SSRS 40 hours

Replace the Razor/Telerik report with SSRS version.

Incident Journal in SSRS 40 hours

Replace the Razor/Telerik report with SSRS version.

Property ORI in SSRS 40 hours

Replace the Razor/Telerik report with SSRS version.

Property Group Receipt in SSRS 40 hours

Replace the Razor/Telerik report with SSRS version.

Maximize parameter section of Report & Analytics 8 hours

In Report and Analytics, make the parameters section as large as possible because there are no results to show in the results canvas.

Re-enable splitter on all the Search Screen 32 hours

Add WPF splitter on Search Screen so user can modify how much vertical space is assigned to parameters/results. Will not break Hide Parameters.

File Class Detective Review 160 hours

Add a map to determine what file classes are for Detective Review with customizations based on District or ORI. When an incident is approved in Case Management, based on the ORI of the incident, use the ORI->District->Standard rules to determine if the incident should be considered approved or go to Detective Review.

Database Mapping Assistance for Dashboard 120 hours

Provide database translation and mapping assistance to other vendor resources so that reporting information can be properly displayed in the departments Dashboard software. eApplications information is used to provide a statistical visual display to field members utilizing an existing dashboard process.

Total Hours 1720

Price

Number of Resources: Up to 5

Title: Technical Consultant

Hourly Rate: \$115.00

Total Hours: 1720

Total Cost: \$197,800.00

Revised 4/7/2016

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The Contractor agrees to the following for the SOW Term:

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The Contractor will:

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- B. All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in this Statement of Work, commence on the Business Day following installation of the Software and be conducted for up to thirty (30) Business Days (the "Testing Period").
 - Contractor will make suitable Contractor Personnel available to observe or participate in Acceptance Tests conducted by the State if requested.
 - The State has the right to observe or participate in all or any part of Acceptance Tests conducted by the contractor.
- C. Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing. The following Acceptance Test will be performed upon delivery and installation of any Configuration to the Software: full operability, integration, and compatibility among all elements of the Software

("Integration Testing"). Integration Testing is subject to all procedural and other terms and conditions set forth in this Statement of Work.

- D. If the State discovers a material Non-Conformity ("Non-Conformity") means any failure of any: (a) Software or Documentation to conform to the requirements of this Statement of Work or (b) Software to conform to the requirements of this Statement of Work or the Specifications or Documentation)resulting from the tested Software or part or feature of the Software. The following actions will be taken:
- The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor.
 - Contractor will within twenty-one (21) Business Days, correct such Non-Conformity.
 - When the non-conformity is corrected, the Acceptance Tests and Testing Period will resume.
- E. The Contractor will be responsible for keeping and making available to the State an issues tracking log which will tally all issues, time to remediate, dependencies, and steps to remediate the issue. This will become part of the overall Project scope and be referred to for future deployments and modifications.

2. Notices of Completion, Non-Conformities, and Acceptance.

Within fifteen (15) Business Days following the completion of any Acceptance Tests, including any Integration Testing, the party responsible for conducting the tests will prepare and provide to the other party written notice of the completion of the tests. Written notice (s) must include the following information:

- Report describing in detail the tests conducted and the results of such tests,
 - Any uncorrected Non-Conformity in the tested Software.
- A. When written notice is provided by either party and identifies any Non-Conformities, the parties' rights, remedies, and obligations will be as set forth herein and below
- B. If such notice is provided by the State and identifies no Non-Conformities, signed notice will constitute the State's Acceptance of such Software. Notice must be signed by both the MSP's Business Owner and Project Manager
- C. If such notice is provided by Contractor and identifies no Non-Conformities, the State will have thirty (30) Business Days to use the Software in the Operating Environment. The State has sole discretion in determining, whether it is satisfied that the Software contains no Non-Conformities. The State will provide the following as appropriate:
- i. Notification to the Contractor in writing of Non-Conformities the State has observed in the Software and of the State's non-acceptance, whereupon the parties' rights, remedies and obligations will be as set forth herein and below; or
 - ii. Providing Contractor with a written notice of its Acceptance of such Software, which must be signed by the State's Business Owner and Project Manager.

3. Failure of Acceptance Tests.

If Acceptance Tests identify any Non-Conformities, Contractor, at Contractor's sole cost and expense, will remedy all such Non-Conformities and re-deliver within twenty-one (21) Business Days following, as applicable, Contractor's:

- A. completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or
- B. receipt of the State's notice under Section 1(A) or 2(C)(i) above, identifying any Non-Conformities.

4. Repeated Failure of Acceptance Tests.

If Acceptance Tests identify any Non-Conformity in the Software after a second or subsequent delivery of the Software, or Contractor fails to re-deliver the Software In keeping with number 3 above, the State may, in its sole discretion, by written notice to Contractor:

- A. continue the process set forth in Acceptance Testing;
- B. accept the Software as a nonconforming deliverable, in which case the Payment for such Software will be reduced equitably as agreed to by the parties to reflect the value of the Software as received relative to the value of the Software had it conformed; or
- C. Deem the failure to be a non-curable material breach of this Contract and this Statement of Work and terminate this Statement of Work for cause in accordance with Section 2.152 of the Contract. Nothing in this section shall be deemed to release the State from paying Contractor for any Deliverable that has been approved or accepted pursuant to section 5 below prior to such termination.
- D. If a non-Accepted Non-Conformity is deemed to be a previous Non-Conformity as reflected in the Issues Log which has not been subsequently remediated in later fixes and releases, Contractor will correct the Non-Conformity at no charge to State.

5. Acceptance.

Acceptance ("Acceptance") of the Software (subject, where applicable, to the State's right to Integration Testing) will occur on the date that is the earliest of the State's delivery of a notice accepting the Software under 2(B), or 2(c) (ii) above.

VII. SPECIFIC DEPARTMENT STANDARDS

At the request of the State, Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project. In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project. Contractor will pay for all costs associated with ensuring their staff meets all requirements.

VIII. PROJECT CONTROL AND REPORTS:

A monthly progress report must be submitted to MSP's Business Owner and DTMB Project Manager throughout the life of this Statement of Work. Each monthly Progress Report must contain:

- 1. **Summary:** Indicate a summary of activity during the report period.
- 2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
- 3. **Planned Tasks for the following Month:** Describe activities to be accomplished and deliverables expected during the next reporting period.
- 4. **Issues and Resolutions:** Indicate major issue/risks/changes, real or perceived, and recommend solutions.

Any changes to this Statement of Work will require a Contract Change Notice executed by Contractor and DTMB Procurement to be effective.

IX. PAYMENT

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 Business Owner and DTMB Project Manager approvals. All invoices should reflect actual hours worked, and must be approved by the Agency Business Owner and DTMB Project Manager prior to payment. The invoices must include the Progress Report and associated fees.

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

TRAVEL AND EXPENSES

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

X. PROJECT CONTACTS

STATE

The designated Agency Business Owner/Primary Point of Contact is:

F/LT Alan Renz

MSP

7150 Harris Drive

Dimondale, MI

517-648-5871

RenzA1@michigan.gov

The designated DTMB Project Manager is:

Andrew Richards

DTMB EPMO

7150 Harris Drive

Dimondale, MI

517-897-3947

Richardsa4@michigan.gov

The designated DTMB Technical Lead is:

Ramesh Devaram

DTMB Agency Services MSP/DMVA

7150 Harris Drive

Dimondale, MI

517-898-6895

devaramr@michigan.gov

Contractor

The designated Contractor Key Personnel are as follows. Project Manager/Single Point of Contact and all Consultants assigned to complete an agreed upon release will be designated as Key Personnel per Section 2.060 Contract Management of the Master Contract.

Project Manager/Single Point of Contact is:

Ken Burk
Business Product Manger
678.274.9389 Direct
847.274.0487 Mobile
Ken.burk@lexisnexisrisk.com

XI. LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Contractor will perform services remotely unless otherwise requested by the State.

XII. EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

XIII. GENERAL ASSUMPTIONS.

The parties acknowledge that the State's responsibilities and tasks include those set forth in this SOW, and that Contractor's fixed rate for its Services depend upon the State's performance of such obligations. In the event of a delay or failure by the State to meet its obligations, and such failure materially effects Contractor's ability to perform the Services, then the parties will mutually negotiate an equitable adjustment to the implementation schedule or fees pursuant to Section 2.024 of the Master Contract.

LexisNexis Claims Solutions Inc.

State of Michigan


(Signature)
William S. Madison
Executive Vice President

(Typed or Printed Name and Title)

09/07/2018
(Date)


(Signature)

Sean Regan, Category Analyst
(Typed or Printed Name and Title)

9/13/2018
(Date)



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 **9**

to

Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions Inc
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexisrisk.com
	CV0060187

STATE	Program Manager	Multi	MULTI
		Multi	
		Multi	
	Contract Administrator	Timothy Taylor	DTMB
		(517) 249-0395	
		taylort27@michigan.gov	

CONTRACT SUMMARY				
ECRASH AND ECITATION FOR MSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$12,952,818.76	\$0.00	\$12,952,818.76		
DESCRIPTION				
Effective 6/1/2018, the program managers have been updated as follows:				
MSP PM:	Dawn Brinningstaull	517-284-3054	BrinningstaullD@michigan.gov	
DTMB PM:	Ramesh Devaram	517-898-6895	DevaramR@michigan.gov	
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Ramesh Devaram	517-898-6895	DevaramR@michigan.gov
MSP	Dawn Brinningstaull	517-284-3054	BrinningstaullD@michigan.gov



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 **8**
to
Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions Inc
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexisrisk.com
	*****6168

STATE	Program Manager	David Roach	MSP
		517-284-3271	
		roachd2@michigan.gov	
	Contract Administrator	Timothy Taylor	DTMB
		(517) 284-7000	
		taylor27@michigan.gov	

CONTRACT SUMMARY			
ECRASH AND ECITATION FOR MSP			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$7,577,939.76	\$5,374,879.00	\$12,952,818.76		

DESCRIPTION
Effective 1/23/2018 the following changes are incorporated in the contract.
This Change Notice allocates an additional \$5,374,879.00 for the following:
Per CN 7: Fixed annual fee for eAICS/Non-CVED Dailies Support and Maintenance costs:
The Contractor will invoice on an annual Fiscal Year basis.
10/1/17-9/30/18: \$1,002,501.00
10/1/18-9/30/19: \$1,002,501.00
10/1/19-9/30/20: \$1,002,501.00
Total allocated cost for 3 Years: \$3,007,503.00

Per Attachment A: Pricing, Table 1 and Table 2 of the Contract, eCrash (previously known as iyeCrash) and eCitation (previously known as iyeCitation) Software and Maintenance estimated true-up costs for the time period of 10/1/17-9/30/20. The Contractor will invoice on an annual Fiscal Year basis. The State reserves the right to reduce or increase the software and maintenance count per year.

Estimated True-up Software:

10/1/17-9/30/20: \$1,272,000.00 (total of 1,600 licenses for eCrash and eCitation at \$795.00 each)

Estimated True-up Maintenance:

10/1/17-9/30/20: \$1,091,376.00 (total of 3,816 eCrash and eCitation licenses requiring Maintenance at \$143.00 each)

Total allocated cost for 3 Years: \$2,363,376.00

Per Attachment A: Pricing; Table 3 of the Contract, Escrow fixed costs:

The Contractor will invoice on an annual Fiscal Year basis. The State reserves the right to continue Escrow services after 9/30/19 at an annual cost of \$2,000.00.

10/1/17-9/30/18: \$2,000.00

10/1/18-9/30/19: \$2,000.00

Total allocated cost for 2 Years: \$4,000.00

Please note the Program Manager has been changed to Alan Renz

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB Procurement and State Administrative board January 23, 2018.



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 7 Revised

to

Contract Number 071B5500023

CONTRACTOR	Lexis Nexis Claims Solutions Inc
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexis.com
	*****6168

STATE	Program Manager	David Roach	DTMB-IT
		517-284-3271	
		roachd2@michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7000	
		toppingj@michigan.gov	

CONTRACT SUMMARY				
ECRASH AND ECITATION FOR MSP				
INITIAL EFFECTIVEDATE	INITIAL EXPIRATIONDATE	INITIAL AVAILABLEOPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENTOPTIONS			EXTENDEDPURCHASING	
<input type="checkbox"/> P-Card		<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGENOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 Year	<input type="checkbox"/>		September 30, 2020
CURRENT VALUE	VALUE OF CHANGENOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$6,262,339.76	\$1,315,600.00	\$7,577,939.76		
DESCRIPTION				

Revised CN7 to fix error in current value and Estimated Aggregate Contract Value

Effective 9/12/2017, the State adds funding and exercises the remaining two option years. The new contract expiration date is September 30, 2020. This Change Notice is for the establishment of a maintenance agreement for the post-production support of the Electronic Automated Incident Capture System and State services for the continued support for the eDaily (including Michigan State Trooper Daily, CVED Daily, and any future dailies) as per the attached Statement of Work. All other terms, conditions, specifications and pricing remain the same. Per Contractor, agency agreement and DTMB procurement and State Administrative Board approval September 12, 2017.

Change Notice No. 7 to Contract No. 071B5500023 Statement of Work

This Change Notice No. 7 to Contract No. 071B5500023 is entered into this 12th day of September 2017 (“Effective Date”) between the State of Michigan, Department of Technology, Management and Budget on behalf of the Michigan State Police the State and LexisNexis Claims Solutions Inc.

I. Background.

Under Change Notice No. 3 for eAICS and Change Notice No. 1 for CVED Daily respectively, to the Contract, Contractor is providing the State services for the continuing development of the Electronic Automated Incident Capture System (“**eAICS**”), and State services for the continued support for the eDaily (including Michigan State Trooper Daily, CVED Daily, and any future dailies developed by Contractor for the State). The parties agreed under Change Notice No. 3 to enter into a separate support and maintenance agreement to outline Contractor’s post-production support and maintenance obligations and associated pricing. This Change Notice will act as the post-production support and maintenance agreement for the eAICS, eDaily, CVED Daily and future dailies developed by Contractor.

II. Support and Maintenance Agreement.

The parties agree as follows:

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

“Business Day” means a day other than a Saturday, Sunday or State or LexisNexis recognized legal holiday, from 8:00 a.m. eastern standard time (EST) through 5:00 p.m. EST.

“Contact List” means a current list of Contractor contacts and telephone numbers set forth in section IV.d to this Change Notice to enable the State to escalate its Support Requests, including: (a) the first person to contact; and (b) the persons in successively more senior positions to provide the support sought.

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

“Enhancement(s)” means a modification or addition that, when made or added to the eAICS or eDaily, materially changes its utility, efficiency, functional capability, or application, and is specifically requested by the State through the Change Control Process outlined in the Contract.

“Error” means any failure or error referred to in the Service Level Table and directly conflicts with Documentation.

“Maintenance Release” means a revision or patch to the eAICS, the eDaily CVED Daily and other Dailies that improves the functionality of the application, but does not contain any Enhancements.

“Resolve” and the correlative terms, “Resolved”, “Resolving” and “Resolution” each have the meaning set forth in Section IV.b.

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

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

“Service Level Table” means the table set out in Section IV.b.

“Severity Level 1 Error” has the meaning set forth in the Service Level Table.

“Severity Level 2 Error” has the meaning set forth in the Service Level Table.

“Severity Level 3 Error” has the meaning set forth in the Service Level Table.

“State Cause” means any of the following causes of an Error: (a) a State server hardware problem; (b) a desktop/laptop and/or hardware problem; (c) a State network communication problem; (d) an isolated workstation issue; (e) a MICR submission issue or (f) a State Systems problem.

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

“Support Fees” has the meaning set forth in Section VII.

“Support Hours” means Business Day Contractor will have assistance available to State.

“Support Period” means the period of time beginning upon execution of this Change Notice No. 7 until the expiration or termination of Contract No. 071B5500023 and all extensions and future options that can be exercised by the State.

“Support Request” has the meaning set forth in Section V.a.

“Support Services” means Contractor's support of the eAICS, the eDaily, CVED Daily and other Dailies developed by Contractor.

III. Maintenance.

- a. Maintenance Releases. Provided that the State is current on its Support Fees, during the Support Period, the Contractor shall provide the State, at no additional charge, with all Maintenance Releases for the eAICS and eDaily. An annual maintenance schedule will be provided within 30 days of the first maintenance period. Annual maintenance for eDaily (including Michigan State Trooper Daily, CVED Daily, and any future dailies developed by Contractor for the State) includes, but is not limited to, if applicable, period load testing, checking for messages requiring manual intervention such as suspended messages (reliability check), verification of back-ups, the monitoring of RAID alarms, the updating of the operating system, the updating of the control panel, checking and installing applications updates, checking for hardware failures, checking for server utilization, the period review of user accounts, and the force changing of passwords.
 - b. Additional maintenance specific to security, legislative or policy updates will also be provided. This includes, but is not limited to, security patching, zero-day vulnerabilities identified by penetration testing (conducted by the State, or external vendors designated the State's proxy to conduct security assessment of the State's systems), vulnerabilities that have been identified due to subsequent updates, security updates in order to be compliant with current or future updates to iterations and/or addendums specific to policies advocated by the Federal Bureau of Investigation's (FBI) Criminal Justice Information Systems (CJIS), updating to be responsive to high-availability testing for the MSP's network architecture, and possible updating of source code, of either application (eDaily or eAICS), to respond to, and take advantage of, an updated network/server framework or new releases to server-side/ client software. Specifically, any updates to the eAICS or the eDaily related to CJIS policy or enhancements related directly to Law Enforcement Personnel safety will be considered maintenance and be classified as severity level 3 and 2 respectively. Furthermore Contractor will provide software refresh every 5 years that will include the following; Operating System Compatibility (Version N-1), SQL Server Compatibility (Version N-1), 3rd party libraries Compatibility (Version N-1), platform migration/porting to the latest Contractor data collection tool (web technologies, HTML5/Javascript).
 - c. Installation. The State must approve the installation of any Maintenance Release. The Contractor shall provide the State, at no additional charge, adequate Documentation for installation of the Maintenance Release, which has been developed and tested by Contractor. Upon written request of the State, Contractor shall also provide the source code for both applications (eDaily and eAICS) for review by the State for security testing and compatibility.
- IV. Support Services. Contractor shall perform all Second Line Support and other Support Services during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Change Notice and the Contract, including the Service Levels and other Contractor obligations set forth in Change Notice IV.

a. Support Service Responsibilities.

i. Contractor shall:

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

b. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. "Resolve", "Resolved", "Resolution" and correlative capitalized terms mean, with respect to any particular Support Request, that Contractor has corrected the Error in the UAT/Staging environment and that the State has confirmed in writing that such correction will fix the Error, regardless of whether the State approves the deployment. Contractor shall respond to and Resolve all Support Requests within the following times based on the State's designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after Contractor's investigation of the reported Error and consultation with the State:

Severity Level of Error	Definition	Required Service Level Response Time	Required Service Level Resolution Time
1 2/8 hours	<p>Business Critical Failures:</p> <p>(a) Complete System Outage. Inability to login;</p> <p>(b) eAICS or eDaily module inaccessible; or</p> <p>(c) inability to pull Incident number</p> <p>(d) Classified by the State as a Severity Level of Error 1 and agreed upon by Contractor.</p> <p>A Business Critical Failure must impact all users in all locations.</p>	<p>Level 1 Response: The State shall submit a Support Request by telephone using the Point of Contact Escalation chart below. Once the State has spoken to one of the Contacts listed below, the State shall submit a follow up email to Contractor, and Contractor shall acknowledge receipt of the Support Request via email to the State within two (2) hours of receipt of the email as provided above.</p>	<p>Contractor shall Resolve the Support Request as practicable and no later than eight (8) hours after Contractor's receipt of the Support Request.</p> <p>If the State and Contractor agree to resolve the Support Request by way of a work-around, the severity level assessment will be reduced to a Severity Level of Error 2, until a permanent solution is agreed upon by both parties.</p> <p>This “work-around” will be agreed upon by both parties in writing prior to implementation.</p> <p>The Contractor will provide any training and updates on end user functionality, due to the “work-around,” to the State.</p>
2 1-day/2-days	<p>System Defect with Work-around:</p> <p>(a) a Severity Level 1 Error for which the State has received, within the Resolution time for Severity Level 1 Errors, a work-around that the State has accepted</p>	<p>The State shall submit a Support Request by telephone using the Point of Contact Escalation chart below. Once the State has spoken to one of the Contacts listed below, the State</p>	<p>Contractor shall Resolve the Support Request as soon as practicable and no later than two (2) Business Days after the State's written acceptance of a Severity Level 1 Error work-around or the Contractor's receipt of the Support Request, where applicable.</p>

	<p>in writing; or</p> <p>(b) performance issues of severe nature impacting critical processes for all users caused by the Contractor, or applications (eDaily or eAICS) which must be resolved.</p>	<p>shall submit a follow up email to Contractor, and Contractor shall acknowledge receipt of the support request via email to the State.</p> <p>Level 2 Response:</p> <p>Contractor will provide,</p> <p>(a) The State receipt of the acceptance of a Severity Level 1 Error work-around, within twenty-four (24) hours of receipt of the email from the State as provided above, which allows the State to confirm that they have accepted a work around.</p> <p>(b) The State with confirmation of receipt of a level 2 support request within twenty-four (24) hours from the time Contractor receives the email from the State as provided above.</p>	
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<p>3</p> <p>2 days/3 weeks+</p>	<p>Minor Error:</p> <p>An isolated or minor Error in the eAICS or eDaily application that meets each of the following requirements:</p> <p>(a) does not significantly affect aAICS or eDaily functionality;</p> <p>(b) can or does impair or disable only certain non-essential eAICS or eDaily functions;</p> <p>(c) does not materially affect the State's use of the eAICS or eDaily application;</p>	<p>The State shall submit a Support Request by telephone using the Point of Contact Escalation chart below. Once the State has spoken to one of the Contacts listed below, the State shall submit a follow up email to Contractor, and Contractor shall acknowledge receipt of the support request via email to the State. within two (2) Business Days.</p> <p>Level 3 Response:</p> <p>Contractor will provide the State with written confirmation of receipt of a level 3 Support Request within two (2) Business Days from the time Contractor receives the email from the State as provided above.</p>	<p>Contractor shall Resolve the Support Request as soon as practicable and within a three-week timeframe or a timeframe mutually agreed upon by Contractor and the State, after Contractor's receipt of the Support Request.</p>
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- c. Escalation to Parties' Project Managers. If Contractor does not respond to a Support Request within the relevant Service Level response time, the State may escalate the Support Request to the parties' respective Project Managers and then to their respective Contract Administrators.
- d. Point of Contacts and Escalation.

Role	Service	Escalation Level	Contact Information
Customer Operations	1. Technical support 2. Performance issues 3. Data issues 4. Monthly Reporting 5. General Questions	Primary	Telephone Number: 888-949-3835 Email: iyeTek.support@lexisnexisrisk.com
		1 st Escalation	Donley Hall Manager, Customer Operations Office 678-694-6415 Mobile 678-643-1071 Email: donley.hall@lexisnexisrisk.com
		2 nd Escalation	Julie Wylie Director, Customer Operations Office 678-694-6795 Mobile 770-722-9449 Email: julie.wylie@lexisnexisrisk.com
Project/Contracts Manager	5. Overall account responsibility	Primary	Onsite Support (TBD)
		1 st Escalation	Ken Burk Project Manager, Professional Services Direct: (678) 274-9389 Email: ken.burk@lexisnexisrisk.com

- e. Time Extensions. The State may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response or Resolution times.
- f. Contractor Updates. Contractor shall give the State monthly electronic or other written reports and updates of:
- the nature and status of its efforts to correct any Error, including a description of the Error and the time of Contractor's response and Resolution; and
 - its Service Level performance, including Service Level response and Resolution times;
 - the Service Credits to which the State has become entitled.

V. Support Requests and State Obligations.

- a. Support Requests. Once the State has determined that an Error is not the result of a **State Cause**, the State may request Support Services by way of a Support Request. The State shall classify its requests for Error corrections in accordance with the severity level numbers and

definitions of the Service Level Table (each a **"Support Request"**). The State shall notify Contractor of each Support Request by telephone. Supporting information can be provided by email. The State shall include in each Support Request a description of the reported Error and the time the State first observed the Error.

- b. **State Obligations.** The State shall provide the Contractor with each of the following to the extent reasonably necessary to assist Contractor to reproduce operating conditions similar to those present when the State detected the relevant Error and to respond to and Resolve the relevant Support Request:
- i. remote access to the State Systems, and if necessary, direct access at the State's premises;
 - ii. output and other data, documents and information, each of which is deemed the State's Confidential Information as defined in the Contract; and
 - iii. such other reasonable cooperation and assistance as Contractor may request.
 - iv. system should meet minimum required specifications such as a secondary disaster recovery environment and minimum client hardware requirements.

VI. Service Credits.

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

Severity of Error	Level	Service Credits	Service Credits
		For Response Time Service Level Failures	For Resolution Time ServiceLevel Failures
1		<p>An amount equal to 2.5% of the then current annual Support Fee for each hour by which Contractor's response exceeds the required response time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p>	<p>An amount equal to 2.5% of the then current annual Support Fee for each hour by which Contractor's Resolution of the Support Request exceeds the required Resolution time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the</p>

	<p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>	<p>contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>
2	<p>An amount equal to 2.5% of the then current annual Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's response exceeds the required Level 2 response time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for</p>	<p>An amount equal to 2.5% of the then current annual Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's Resolution of the Support Request exceeds the required Resolution time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at</p>

	<p>both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>	<p>20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>
3	<p>An amount equal to 1% of the then current annual Support Fee for each week by which Contractor's response exceeds the required response time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 5% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>	<p>An amount equal to 1% of the then current annual Support Fee for each week by which Contractor's response exceeds the required response time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 5% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>

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

- c. Issuance of Service Credits. Contractor shall, for each invoice period under the Contract, issue to the State, together with Contractor's invoice for such period, a written acknowledgment setting forth all Service Credits to which the State has become entitled during that invoice period.
 - d. Additional Remedies for Service Level Failures. Contractor's failure to meet the Service Levels for Resolution of any Severity Level 1 Errors or Severity Level 2 Errors, or any combination of such Errors, within the applicable Resolution time set out in the Service Level Table will constitute a material breach under the Contract. Without limiting the State's right to receive Service Credits under this Section VI, the State may at its option:
 - i. use any previous version or release of the Software in which such Severity Level 1 or Severity Level 2 Error does not occur or can be worked around if the then-current Software exhibits an un-Resolved Severity Level 1 Error or un-Resolved Severity Level 2 Error, and Contractor shall perform all Support Services for such previous version or release until the Contractor Resolves such Severity Level 1 Error or Severity Level 2 Error for the then-current Software; and
 - ii. obtain such other remedies as may be available to it under this Schedule, the Contract or otherwise at law or in equity, including the right to terminate the Contract for cause in accordance with Section [15.1] of the Contract.
- VII. Fees. In consideration of Contractor's performance of the Support Services in accordance with the terms and conditions of this Change Notice and the Contract, the State shall pay to Contractor the fees set forth in the attached Schedule A (the "Support Fees"). Payment to Contractor of the Support Fees pursuant to this Section VII will constitute payment in full for the performance of the Support Services and the State will not be responsible for paying any other fees, costs, expenses or other charges for or in connection with the Support Services. The Support Fees set forth in this Change Notice are firm and will not be modified during the Support Period. Contractor shall invoice the State the Support Fees provided below on the Effective Date of this Change Notice and shall be due on the annual anniversary of the Effective Date each year thereafter. For 2017 only, Contractor shall invoice the State for Support Services for July 1, 2017 through September 30, 2018. Each year thereafter, Contractor shall invoice the State for Support Services for the October 1st through September 30th period.
- VIII. Term. This Change Notice shall take effect on the Effective Date and shall continue until the expiration or termination of Contract No. 071B5500023 and all extensions and future options that can be exercised by the State unless otherwise terminated in accordance with the terms of the Agreement.
- IX. Communications. In addition to the mechanisms for giving notice specified in Section 2.025 of the Contract, unless expressly specified otherwise in this Change Notice or the Contract, the parties may use e-mail for communications on any matter referred to herein.

SCHEDULE A

The parties agree that the below pricing is discounted, and is based on State's representation that it will consider entering into a Change Notice to outline the development of additional "Team Dailies" in addition to the Team Daily for CVED provided for in Change Notice No. 1.

Additionally, Contractor agrees to complete the Team Daily 2.0 for CVED ("CVED 2.0") which was outlined in the Comprehensive Requirements Document ("CRD") approved by the State on August 18, 2017. Any changes to the CRD referenced herein shall be agreed to by both parties in writing. Following the execution of this Change Notice, the parties shall negotiate and execute a change notice outlining the parties' respective obligations for CVED 2.0.

	July 1, 2017-September 30, 2017	October 1st-September 30st*
eAICS/Non-CVED Dailies	\$250,625.25	\$1,002,501.00
CVED Daily	\$12,494.75	\$49,979.00

*This contract expires September 30, 2020; however, in the event the parties extend this contract beyond that date, this annual price shall be firm through September 30, 2022.



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 **7**

to

Contract Number **071B5500023**

CONTRACTOR	Lexis Nexis Claims Solutions Inc
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexis.com
	*****6168

STATE	Program Manager	David Roach	DTMB-IT
		517-284-3271	
		roachd2@michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7000	
		toppingj@michigan.gov	

CONTRACT SUMMARY				
ECRASH AND ECITATION FOR MSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card		<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 Year	<input type="checkbox"/>		September 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,883,339.76	\$1,315,600.00	\$7,198,939.76		
DESCRIPTION				

Effective 9/12/2017, the State adds funding and exercises the remaining two option years. The new contract expiration date is September 30, 2020. This Change Notice is for the establishment of a maintenance agreement for the post-production support of the Electronic Automated Incident Capture System and State services for the continued support for the eDaily (including Michigan State Trooper Daily, CVED Daily, and any future dailies) as per the attached Statement of Work. All other terms, conditions, specifications and pricing remain the same. Per Contractor, agency agreement and DTMB procurement and State Administrative Board approval September 12, 2017.

Change Notice No. 7 to Contract No. 071B5500023 Statement of Work

This Change Notice No. 7 to Contract No. 071B5500023 is entered into this 12th day of September 2017 (“Effective Date”) between the State of Michigan, Department of Technology, Management and Budget on behalf of the Michigan State Police the State and LexisNexis Claims Solutions Inc.

I. Background.

Under Change Notice No. 3 for eAICS and Change Notice No. 1 for CVED Daily respectively, to the Contract, Contractor is providing the State services for the continuing development of the Electronic Automated Incident Capture System (“**eAICS**”), and State services for the continued support for the eDaily (including Michigan State Trooper Daily, CVED Daily, and any future dailies developed by Contractor for the State). The parties agreed under Change Notice No. 3 to enter into a separate support and maintenance agreement to outline Contractor’s post-production support and maintenance obligations and associated pricing. This Change Notice will act as the post-production support and maintenance agreement for the eAICS, eDaily, CVED Daily and future dailies developed by Contractor.

II. Support and Maintenance Agreement.

The parties agree as follows:

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

“Business Day” means a day other than a Saturday, Sunday or State or LexisNexis recognized legal holiday, from 8:00 a.m. eastern standard time (EST) through 5:00 p.m. EST.

“Contact List” means a current list of Contractor contacts and telephone numbers set forth in section IV.d to this Change Notice to enable the State to escalate its Support Requests, including: (a) the first person to contact; and (b) the persons in successively more senior positions to provide the support sought.

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

“Enhancement(s)” means a modification or addition that, when made or added to the eAICS or eDaily, materially changes its utility, efficiency, functional capability, or application, and is specifically requested by the State through the Change Control Process outlined in the Contract.

“Error” means any failure or error referred to in the Service Level Table and directly conflicts with Documentation.

“Maintenance Release” means a revision or patch to the eAICS, the eDaily CVED Daily and other Dailies that improves the functionality of the application, but does not contain any Enhancements.

“Resolve” and the correlative terms, “Resolved”, “Resolving” and “Resolution” each have the meaning set forth in Section IV.b.

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

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

“Service Level Table” means the table set out in Section IV.b.

“Severity Level 1 Error” has the meaning set forth in the Service Level Table.

“Severity Level 2 Error” has the meaning set forth in the Service Level Table.

“Severity Level 3 Error” has the meaning set forth in the Service Level Table.

“State Cause” means any of the following causes of an Error: (a) a State server hardware problem; (b) a desktop/laptop and/or hardware problem; (c) a State network communication problem; (d) an isolated workstation issue; (e) a MICR submission issue or (f) a State Systems problem.

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

“Support Fees” has the meaning set forth in Section VII.

“Support Hours” means Business Day Contractor will have assistance available to State.

“Support Period” means the period of time beginning upon execution of this Change Notice No. 7 until the expiration or termination of Contract No. 071B5500023 and all extensions and future options that can be exercised by the State.

“Support Request” has the meaning set forth in Section V.a.

“Support Services” means Contractor's support of the eAICS, the eDaily, CVED Daily and other Dailies developed by Contractor.

III. Maintenance.

- a. Maintenance Releases. Provided that the State is current on its Support Fees, during the Support Period, the Contractor shall provide the State, at no additional charge, with all Maintenance Releases for the eAICS and eDaily. An annual maintenance schedule will be provided within 30 days of the first maintenance period. Annual maintenance for eDaily (including Michigan State Trooper Daily, CVED Daily, and any future dailies developed by Contractor for the State) includes, but is not limited to, if applicable, period load testing, checking for messages requiring manual intervention such as suspended messages (reliability check), verification of back-ups, the monitoring of RAID alarms, the updating of the operating system, the updating of the control panel, checking and installing applications updates, checking for hardware failures, checking for server utilization, the period review of user accounts, and the force changing of passwords.
 - b. Additional maintenance specific to security, legislative or policy updates will also be provided. This includes, but is not limited to, security patching, zero-day vulnerabilities identified by penetration testing (conducted by the State, or external vendors designated the State's proxy to conduct security assessment of the State's systems), vulnerabilities that have been identified due to subsequent updates, security updates in order to be compliant with current or future updates to iterations and/or addendums specific to policies advocated by the Federal Bureau of Investigation's (FBI) Criminal Justice Information Systems (CJIS), updating to be responsive to high-availability testing for the MSP's network architecture, and possible updating of source code, of either application (eDaily or eAICS), to respond to, and take advantage of, an updated network/server framework or new releases to server-side/ client software. Specifically, any updates to the eAICS or the eDaily related to CJIS policy or enhancements related directly to Law Enforcement Personnel safety will be considered maintenance and be classified as severity level 3 and 2 respectively. Furthermore Contractor will provide software refresh every 5 years that will include the following; Operating System Compatibility (Version N-1), SQL Server Compatibility (Version N-1), 3rd party libraries Compatibility (Version N-1), platform migration/porting to the latest Contractor data collection tool (web technologies, HTML5/Javascript).
 - c. Installation. The State must approve the installation of any Maintenance Release. The Contractor shall provide the State, at no additional charge, adequate Documentation for installation of the Maintenance Release, which has been developed and tested by Contractor. Upon written request of the State, Contractor shall also provide the source code for both applications (eDaily and eAICS) for review by the State for security testing and compatibility.
- IV. Support Services. Contractor shall perform all Second Line Support and other Support Services during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Change Notice and the Contract, including the Service Levels and other Contractor obligations set forth in Change Notice IV.

a. Support Service Responsibilities.

i. Contractor shall:

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

b. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. "Resolve", "Resolved", "Resolution" and correlative capitalized terms mean, with respect to any particular Support Request, that Contractor has corrected the Error in the UAT/Staging environment and that the State has confirmed in writing that such correction will fix the Error, regardless of whether the State approves the deployment. Contractor shall respond to and Resolve all Support Requests within the following times based on the State's designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after Contractor's investigation of the reported Error and consultation with the State:

Severity Level of Error	Definition	Required Service Level Response Time	Required Service Level Resolution Time
1 2/8 hours	Business Critical Failures: (a) Complete System Outage. Inability to login; (b) eAICS or eDaily module inaccessible; or (c) inability to pull Incident number (d) Classified by the State as a Severity Level of Error 1 and agreed upon by Contractor. A Business Critical Failure must impact all users in all locations.	Level 1 Response: The State shall submit a Support Request by telephone using the Point of Contact Escalation chart below. Once the State has spoken to one of the Contacts listed below, the State shall submit a follow up email to Contractor, and Contractor shall acknowledge receipt of the Support Request via email to the State within two (2) hours of receipt of the email as provided above.	Contractor shall Resolve the Support Request as practicable and no later than eight (8) hours after Contractor's receipt of the Support Request. If the State and Contractor agree to resolve the Support Request by way of a work-around, the severity level assessment will be reduced to a Severity Level of Error 2, until a permanent solution is agreed upon by both parties. This "work-around" will be agreed upon by both parties in writing prior to implementation. The Contractor will provide any training and updates on end user functionality, due to the "work-around," to the State.
2 1-day/2-days	System Defect with Work-around: (a) a Severity Level 1 Error for which the State has received, within the Resolution time for Severity Level 1 Errors, a work-around that the State has accepted	The State shall submit a Support Request by telephone using the Point of Contact Escalation chart below. Once the State has spoken to one of the Contacts listed below, the State	Contractor shall Resolve the Support Request as soon as practicable and no later than two (2) Business Days after the State's written acceptance of a Severity Level 1 Error work-around or the Contractor's receipt of the Support Request, where applicable.

	<p>in writing; or</p> <p>(b) performance issues of severe nature impacting critical processes for all users caused by the Contractor, or applications (eDaily or eAICS) which must be resolved.</p>	<p>shall submit a follow up email to Contractor, and Contractor shall acknowledge receipt of the support request via email to the State.</p> <p>Level 2 Response:</p> <p>Contractor will provide,</p> <p>(a) The State receipt of the acceptance of a Severity Level 1 Error work-around, within twenty-four (24) hours of receipt of the email from the State as provided above, which allows the State to confirm that they have accepted a work around.</p> <p>(b) The State with confirmation of receipt of a level 2 support request within twenty-four (24) hours from the time Contractor receives the email from the State as provided above.</p>	
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<p>3</p> <p>2 days/3 weeks+</p>	<p>Minor Error:</p> <p>An isolated or minor Error in the eAICS or eDaily application that meets each of the following requirements:</p> <p>(a) does not significantly affect aAICS or eDaily functionality;</p> <p>(b) can or does impair or disable only certain non-essential eAICS or eDaily functions;</p> <p>(c) does not materially affect the State's use of the eAICS or eDaily application;</p>	<p>The State shall submit a Support Request by telephone using the Point of Contact Escalation chart below. Once the State has spoken to one of the Contacts listed below, the State shall submit a follow up email to Contractor, and Contractor shall acknowledge receipt of the support request via email to the State. within two (2) Business Days.</p> <p>Level 3 Response:</p> <p>Contractor will provide the State with written confirmation of receipt of a level 3 Support Request within two (2) Business Days from the time Contractor receives the email from the State as provided above.</p>	<p>Contractor shall Resolve the Support Request as soon as practicable and within a three-week timeframe or a timeframe mutually agreed upon by Contractor and the State, after Contractor's receipt of the Support Request.</p>
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- c. Escalation to Parties' Project Managers. If Contractor does not respond to a Support Request within the relevant Service Level response time, the State may escalate the Support Request to the parties' respective Project Managers and then to their respective Contract Administrators.

- d. Point of Contacts and Escalation.

Role	Service	Escalation Level	Contact Information
Customer Operations	1. Technical support 2. Performance issues 3. Data issues 4. Monthly Reporting 5. General Questions	Primary	Telephone Number: 888-949-3835 Email: iyeTek.support@lexisnexisrisk.com
		1 st Escalation	Donley Hall Manager, Customer Operations Office 678-694-6415 Mobile 678-643-1071 Email: donley.hall@lexisnexisrisk.com
		2 nd Escalation	Julie Wylie Director, Customer Operations Office 678-694-6795 Mobile 770-722-9449 Email: julie.wylie@lexisnexisrisk.com
Project/Contracts Manager	5. Overall account responsibility	Primary	Onsite Support (TBD)
		1 st Escalation	Ken Burk Project Manager, Professional Services Direct: (678) 274-9389 Email: ken.burk@lexisnexisrisk.com

- e. Time Extensions. The State may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response or Resolution times.
- f. Contractor Updates. Contractor shall give the State monthly electronic or other written reports and updates of:
- the nature and status of its efforts to correct any Error, including a description of the Error and the time of Contractor's response and Resolution; and
 - its Service Level performance, including Service Level response and Resolution times;
 - the Service Credits to which the State has become entitled.

V. Support Requests and State Obligations.

- a. Support Requests. Once the State has determined that an Error is not the result of a **State Cause**, the State may request Support Services by way of a Support Request. The State shall classify its requests for Error corrections in accordance with the severity level numbers and

definitions of the Service Level Table (each a "**Support Request**"). The State shall notify Contractor of each Support Request by telephone. Supporting information can be provided by email. The State shall include in each Support Request a description of the reported Error and the time the State first observed the Error.

- b. **State Obligations.** The State shall provide the Contractor with each of the following to the extent reasonably necessary to assist Contractor to reproduce operating conditions similar to those present when the State detected the relevant Error and to respond to and Resolve the relevant Support Request:
- i. remote access to the State Systems, and if necessary, direct access at the State's premises;
 - ii. output and other data, documents and information, each of which is deemed the State's Confidential Information as defined in the Contract; and
 - iii. such other reasonable cooperation and assistance as Contractor may request.
 - iv. system should meet minimum required specifications such as a secondary disaster recovery environment and minimum client hardware requirements.

VI. Service Credits.

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

Severity of Error	Level	Service Credits	Service Credits
		For Response Time Service Level Failures	For Resolution Time ServiceLevel Failures
1		<p>An amount equal to 2.5% of the then current annual Support Fee for each hour by which Contractor's response exceeds the required response time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p>	<p>An amount equal to 2.5% of the then current annual Support Fee for each hour by which Contractor's Resolution of the Support Request exceeds the required Resolution time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the</p>

	<p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>	<p>contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>
2	<p>An amount equal to 2.5% of the then current annual Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's response exceeds the required Level 2 response time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for</p>	<p>An amount equal to 2.5% of the then current annual Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's Resolution of the Support Request exceeds the required Resolution time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at</p>

	<p>both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>	<p>20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>
3	<p>An amount equal to 1% of the then current annual Support Fee for each week by which Contractor's response exceeds the required response time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 5% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>	<p>An amount equal to 1% of the then current annual Support Fee for each week by which Contractor's response exceeds the required response time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 5% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>

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

- c. Issuance of Service Credits. Contractor shall, for each invoice period under the Contract, issue to the State, together with Contractor's invoice for such period, a written acknowledgment setting forth all Service Credits to which the State has become entitled during that invoice period.
 - d. Additional Remedies for Service Level Failures. Contractor's failure to meet the Service Levels for Resolution of any Severity Level 1 Errors or Severity Level 2 Errors, or any combination of such Errors, within the applicable Resolution time set out in the Service Level Table will constitute a material breach under the Contract. Without limiting the State's right to receive Service Credits under this Section VI, the State may at its option:
 - i. use any previous version or release of the Software in which such Severity Level 1 or Severity Level 2 Error does not occur or can be worked around if the then-current Software exhibits an un-Resolved Severity Level 1 Error or un-Resolved Severity Level 2 Error, and Contractor shall perform all Support Services for such previous version or release until the Contractor Resolves such Severity Level 1 Error or Severity Level 2 Error for the then-current Software; and
 - ii. obtain such other remedies as may be available to it under this Schedule, the Contract or otherwise at law or in equity, including the right to terminate the Contract for cause in accordance with Section [15.1] of the Contract.
- VII. Fees. In consideration of Contractor's performance of the Support Services in accordance with the terms and conditions of this Change Notice and the Contract, the State shall pay to Contractor the fees set forth in the attached Schedule A (the "Support Fees"). Payment to Contractor of the Support Fees pursuant to this Section VII will constitute payment in full for the performance of the Support Services and the State will not be responsible for paying any other fees, costs, expenses or other charges for or in connection with the Support Services. The Support Fees set forth in this Change Notice are firm and will not be modified during the Support Period. Contractor shall invoice the State the Support Fees provided below on the Effective Date of this Change Notice and shall be due on the annual anniversary of the Effective Date each year thereafter. For 2017 only, Contractor shall invoice the State for Support Services for July 1, 2017 through September 30, 2018. Each year thereafter, Contractor shall invoice the State for Support Services for the October 1st through September 30th period.
- VIII. Term. This Change Notice shall take effect on the Effective Date and shall continue until the expiration or termination of Contract No. 071B5500023 and all extensions and future options that can be exercised by the State unless otherwise terminated in accordance with the terms of the Agreement.
- IX. Communications. In addition to the mechanisms for giving notice specified in Section 2.025 of the Contract, unless expressly specified otherwise in this Change Notice or the Contract, the parties may use e-mail for communications on any matter referred to herein.

SCHEDULE A

The parties agree that the below pricing is discounted, and is based on State’s representation that it will consider entering into a Change Notice to outline the development of additional “Team Dailies” in addition to the Team Daily for CVED provided for in Change Notice No. 1.

Additionally, Contractor agrees to complete the Team Daily 2.0 for CVED (“CVED 2.0”) which was outlined in the Comprehensive Requirements Document (“CRD”) approved by the State on August 18, 2017. Any changes to the CRD referenced herein shall be agreed to by both parties in writing. Following the execution of this Change Notice, the parties shall negotiate and execute a change notice outlining the parties’ respective obligations for CVED 2.0.

	July 1, 2017-September 30, 2017	October 1st-September 30st*
eAICS/Non-CVED Dailies	\$250,625.25	\$1,002,501.00
CVED Daily	\$12,494.75	\$49,979.00

*This contract expires September 30, 2020; however, in the event the parties extend this contract beyond that date, this annual price shall be firm through September 30, 2022.



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 **6**

to

Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions Inc
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexis.com
	*****6168

STATE	Program Manager	David Roach	DTMB-IT
		517-284-3271	
		roachd2@michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7000	
		toppingj@michigan.gov	

CONTRACT SUMMARY				
ECRASH AND ECITATION FOR MSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$5,883,339.76	\$379,000.00		\$6,262,339.76	
DESCRIPTION				
Effective 8-15-2017 the State adds funding for Crash Location improvement (CLIP) enhancements. All other terms, conditions, specifications, and pricing remain the same per contractor and agency agreement, DTMB approval.				



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

Project Title: CLIP 2.0	Period of Coverage: May 15, 2017 – September 30, 2017
Requesting Department: Michigan State Police	Date: April 26, 2017
Agency Project Manager: Sydney Smith	Phone: 517-284-3035
DTMB Project Manager:	Phone:

This Statement of Work (“SOW”) outlines the Services to be performed for the Crash Location Improvement Project (“CLIP”) 2.0 Project (“CLIP 2.0 Project”) for the Michigan State Police (“MSP”) by LexisNexis Risk Solutions (“LexisNexis”).

BACKGROUND:

In 2016, LexisNexis developed a tool for the MSP to assist the troopers with capturing accurate crash location information. This was called the Crash Location Improvement Project (CLIP) and was requested under Contract No. 071B5500023, Change Notice No. 1 (formerly Change Notice No. 4).

The CLIP module (CLIP 1.0) made an electronic map available to troopers that allowed them to zoom in and out on the streets, allowing them to better gauge the exact location of the crash. The troopers could click on a single point on the road to identify the exact location where the crash occurred. In addition to capturing the location of the crash with increased accuracy, the location information auto-populated into many fields on the UD-10 Traffic Crash Report (“UD-10”), thus reducing the time it takes troopers to complete the UD-10.

The CLIP project has been successfully deployed within MSP, and now the MSP Traffic Crash Reporting Unit is requesting: 1). that LexisNexis make the CLIP module available to the local law enforcement agencies that are currently utilizing the LexisNexis eCrash application, and 2). that LexisNexis make certain enhancements to the CLIP module, as further specified herein. This effort is called the CLIP 2.0 Project (“CLIP 2.0”).

Implementing CLIP 2.0 at these additional local law enforcement agencies will enhance the quality and accuracy of data received from around the state and will allow the Traffic Crash Reporting Unit to make better decisions through analyzing the data.

DESCRIPTION OF SERVICES:

LexisNexis will provide Development, Implementation, Support and Project Management resources, collectively known as the “Team.” The Team will make CLIP 2.0 available to the MSP and local law enforcement agencies within the State of Michigan that utilize the eCrash application. The Team will integrate CLIP 2.0 module within the Core Framework of eCrash that is currently used by local law enforcement agencies, which today differs from the MSP Core Framework of eCrash. Local law enforcement officers will then have the same functionality as CLIP 1.0 along with the enhancements that are being accomplished with CLIP 2.0.

Changes to this Document will follow the procedures described in the original Contract No. 071B5500023, Change Management process (Article 1.403).

PROJECT OBJECTIVE:

- Add the additional functionality to CLIP 1.0 that is addressed under the LexisNexis Project Scope.
- Deploy and implement CLIP 2.0 to the local law enforcement agencies in Michigan that utilize the LexisNexis eCrash application.
- Deploy and implement CLIP 2.0 to the MSP eCrash application users.

BENEFITS:

- Accurate and precise crash location information for use by the Traffic Crash Reporting Unit ("TCRU") staff, law enforcement agencies, and all traffic safety partners.
- Reduce the time it takes for an officer or trooper to enter the crash location information.
- Reduce the UD-10 processing time by having fewer location errors that require manual intervention/ correction in the backend.

MSP RESPONSIBILITIES:

- Assign a primary point of contact who will work with the LexisNexis Team.
- Provide LexisNexis access to all systems, resources, etc. needed to complete development activities.
- Provide LexisNexis access to DTMB web service source code, database and server(s) needed for development activities assigned.
- Provide all hardware and software licenses required to implement and deploy CLIP 2.0.
- Provide network and VPN access for LexisNexis. Review and provide feedback on all deliverables as outlined in the original Contract No. 071B5500023, Approval of Deliverables process (Article 2.250).

LEXISNEXIS PROJECT SCOPE:

LexisNexis will provide staff resources and technical support to deploy and implement CLIP 2.0 to local law enforcement agencies, and complete the necessary enhancements to CLIP 1.0 in accordance with the following requirements, with a target date of completion by **September 30, 2017**.

- 1) Integrate CLIP 2.0 within the Core Framework for local law enforcement agencies using the LexisNexis eCrash module. **Note: The CLIP module will only work when there is internet connectivity available. CLIP will not work when there is no internet connectivity.**
- 2) CLIP 2.0 will provide all LexisNexis eCrash users in Michigan with the Crash Designer Canvas as more fully described in Section Eight (8) below.
- 3) CLIP 2.0 will provide all the same functionality as CLIP 1.0, in addition to the enhancements specified in this SOW.
- 4) All of the enhancements made to CLIP 1.0 as detailed below will be available to all LexisNexis eCrash application users in Michigan and will be referred to as CLIP 2.0.
- 5) **ENHANCEMENT:** CLIP 2.0 will collect and populate the 'x' and 'y' coordinates in the electronic crash data file sent to the MSP Traffic Crash Reporting System (TCRS). In addition, the Map Tool Version will be populated with the applicable LexisNexis version of CLIP in the electronic crash data file sent to the TCRS.

Expected Functionality:

- a) From the data returned from the CLIP 2.0 web service call, add and populate the 'x' coordinate field to the electronic crash data file (Record Type C, *longitude_x* field) sent to the TCRS (see Diagram A).

Column Name	Type	Length	Begin	End	Comment
longitude_x	String	9 (sign + 2 digit # + 6 digit #, implied decimal)	140	148	The longitude value of the crash location, as identified by Framework. Include plus (+) or minus (-) sign as the first

					character. (Ex: for a coordinate of 2.345, the value sent will be +02345000)
--	--	--	--	--	--

Diagram A

- b) From the data returned from the CLIP 2.0 web service call, add and populate the 'y' coordinate field to the electronic crash data file (Record Type C, *latitude_y* field) sent to the TCRS (see Diagram B).

Column Name	Type	Length	Begin	End	Comment
latitude_y	String	9 (sign + 2 digit # + 6 digit #, implied decimal)	149	157	The latitude value of the crash location, as identified by Framework. Include plus (+) or minus (-) sign as the first character. (Ex: for a coordinate of -2.345, the value sent will be -02345000)

Diagram B

- c) In the electronic crash data file sent to the TCRS, add and populate a new field to the Record Type C, *map_tool_vers* with the applicable LexisNexis version of CLIP (see Diagram C).

Column Name	Type	Length	Begin	End	Comment
map_tool_vers	String	3	178	180	LexisNexis' version of the CLIP module (Ex: 2.0)

Diagram C

- d) For a), b), c) above, reference the Electronic Crash Certification Guide, Page 35.

6) ENHANCEMENT: Automatic launch of CLIP 2.0 on a tab out event.

Expected Functionality:

- a) If the user tabs out of either the 'Road Name' or 'Intersecting Road' fields on the form, the CLIP 2.0 should automatically launch and maximize the window (fields are shown in Diagram D).

Diagram D

- b) The user will be able to select the X in the upper right hand corner of the box (or the Close button) to close CLIP 2.0.

Note: If the user has previously used CLIP 2.0 to geo-locate the location for this crash prior to clicking on or tabbing away from these two fields, CLIP 2.0 will not be invoked or launched as the location has already been captured.

- 7) **ENHANCEMENT:** CLIP 2.0 will maximize to the size of the screen and include a navigation pane on the left (see Diagram E).

Expected Functionality:

- Once CLIP 2.0 is launched, the map will fill the screen and the navigation pane will appear on the left.
- Once launched, the CLIP 2.0 module will show a map that is centered by the county and/or city/township codes if they have been provided.
- By enabling a ruler property on the map control a distance scale will be added to the map. The user should have the ability to change the scale by using zoom controls. Note: This feature will only be available if it is supported by the Michigan Geographic Framework webservice.
- A Helpful Hints button will be added, and the information contained behind this button will be provided by MSP.

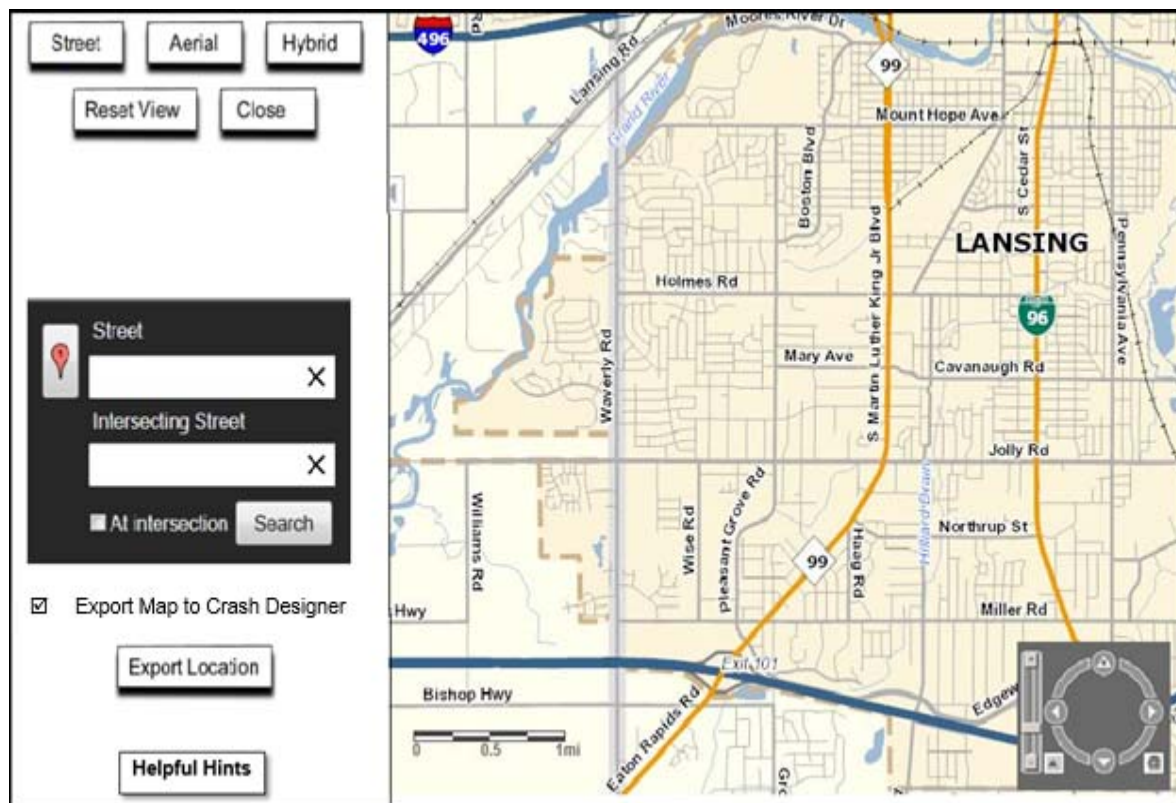


Diagram E

- 8) ENHANCEMENT: CLIP 2.0 will integrate the ability to export the map image extent into the Crash Designer Canvas.

Expected Functionality:

- Once the user has pinned a crash on the map, CLIP 2.0 will capture the map image extent.
- A check box will be added next to the Export button, labeled 'Export Map to Crash Designer' (see Diagram E).
- The 'Export Diagram' feature will flag the Map extent to be exported in the aerial view format into the Crash Designer Canvas. The Map should be zoomed to the maximum that is supported by the CSS web service.
- The map image extent will be imported into the canvas within the Diagramming Tool when the Crash Designer application is launched. The Map extent will be automatically inserted into the canvas, in aerial format as a maximum zoomed image. (See Diagram F).

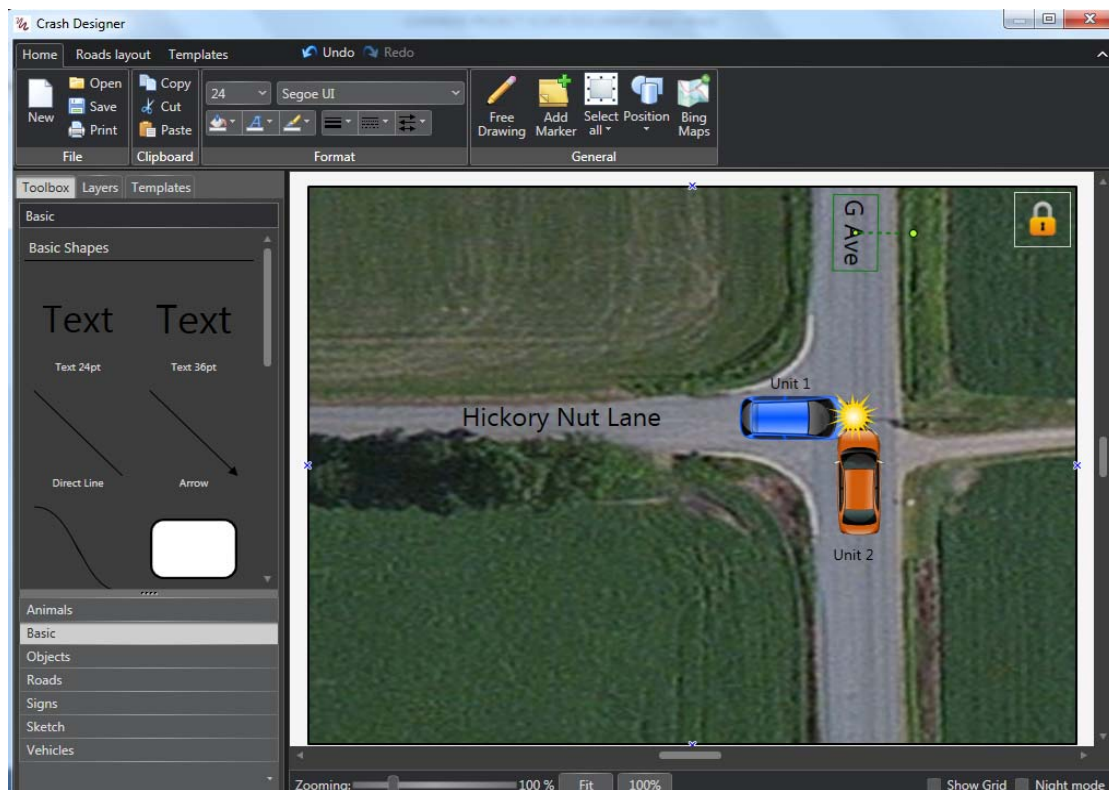


Diagram F

- 9) ENHANCEMENT: Insert Latitude and Longitude values below Diagram Image in both the eCrash application and when it is rendered on the UD-10E PDF.

Expected Functionality:

- Insert Latitude and Longitude coordinates in the lower right corner of the rendered image of the UD-10E PDF. (see Diagram G).
- Display Latitude and Longitude coordinates below the Diagram Image in the eCrash application in a read only format (see Diagram H).

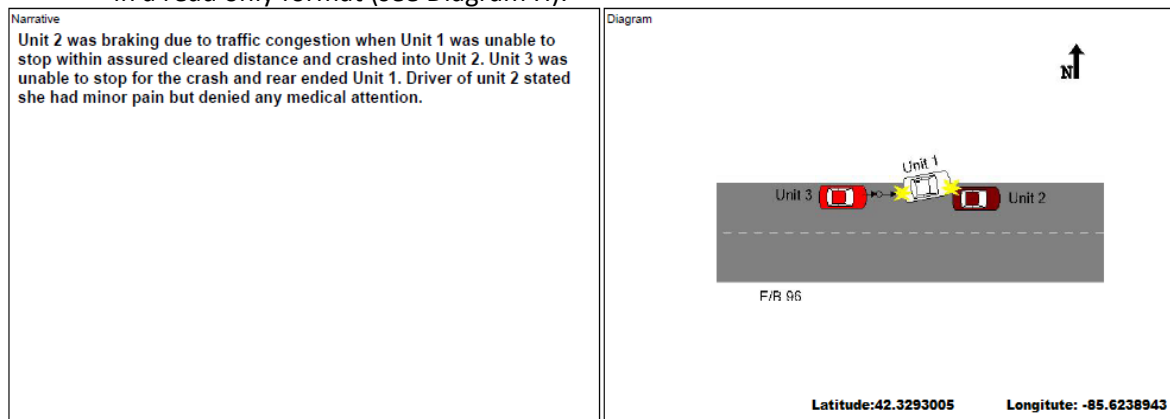


Diagram G

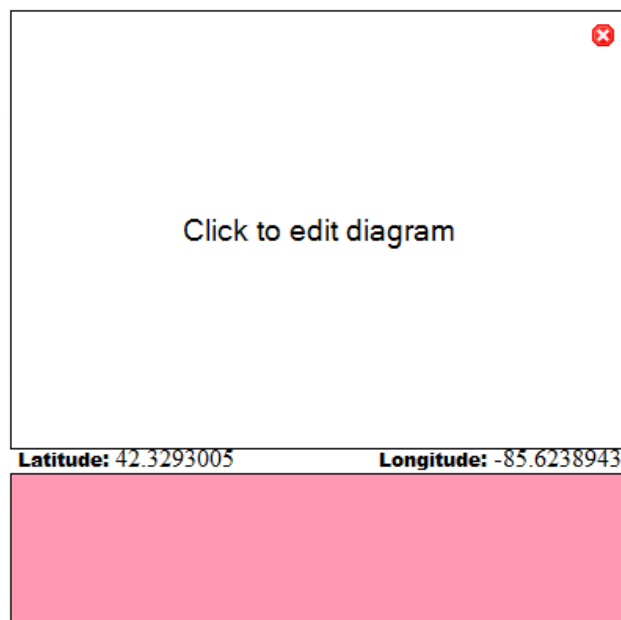


Diagram H

- 10) **ENHANCEMENT:** The LexisNexis eCrash application will include a validation rule that will warn the user that they have not geo-located the crash using CLIP 2.0..

Expected Functionality:

- a) LexisNexis will add a Validation Rule to the eCrash application that indicates 'The crash does not contain geo coordinates, and the officer will be directed to use CLIP 2.0.
- b) If the Geo Service is not available or the location cannot be geo-located, then user will have the option to override this Validation Rule and will be able to submit the crash report for supervisor review.

ACCEPTANCE CRITERIA:

The acceptance criteria and final acceptance of each deliverable will follow the procedures described in the original Contract No. 071B5500023, Approval of Deliverables process (Article 2.250).

PROJECT CONTROL AND REPORTS:

LexisNexis will provide the MSP with a monthly status report listing work performed, tasks completed and detailed time sheet (s) to the MSP Project Manager.

MILESTONES/DELIVERABLES:

Milestones	Description	Cost
1	Integrate CLIP 2.0 within the Core Framework	\$75,800
2	Export latitude and Longitude coordinates and map version to the electronic crash data file	\$75,800
3	Enhance eCrash Application User interface to include the following enhancements: Automatic launch of Clip Module Modify map navigation pane Ability to export map image Insert Latitude and Longitude coordinates in the eCrash application as well as in the rendered PDF Add a Validation Rule reminding user to geo-locate	\$75,800
4	Deploy to Test Environment	\$75,800
5	Deploy to Production Environment	\$75,800
	Total	\$379,000

PAYMENT SCHEDULE:

Payment Schedule
\$75,800 will be due when Milestone one has been completed
\$75,800 will be due when Milestone two has been completed
\$75,800 will be due when Milestone three has been completed
\$75,800 will be due when Milestone four has been completed
\$75,800 will be due when Milestone five has been completed

EXPENSES:

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

PROJECT CONTACTS:

The designated MSP Project Manager is:

Sydney Smith

Michigan State Police

Traffic Crash Reporting Unit

MSP HQ

7150 Harris Drive.

Dimondale, Mi. 48821

517-284-3035

517-241-1644

Smiths57@michigan.gov

The designated LexisNexis Project Manager is:

Kenneth Burk

LexisNexis Risk

Business Program Manager

678-274-9389

Ken.Burk@lexisnexisrisk.com

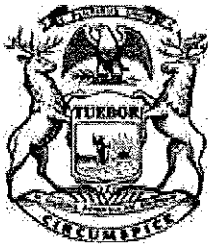
LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor will perform services remotely unless otherwise agreed to between the parties.

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 **5**

to

Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexis.com
*****6168	

STATE	David Roach	DTMB
	517-284-3271	
	roachd2@michigan.gov	
	James Topping	DTMB
	(517) 284-7032	
	ToppingJ@michigan.gov	

CONTRACT SUMMARY

Ecrash and Ecitation for MSP

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2018
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,742,639.76	\$140,700.00	\$5,883,339.76		

DESCRIPTION

Effective January 29, 2017 the following change is incorporated in the Contract:

Add funds in the amount of \$140,700 to pay for yearly Licensing and Maintenance cost. The cost will include Licensing cost and Maintenance cost per the attached quote.

Maintenance for the software will be for the time period of 10/01/2016 through 09/30/2017 in the amount of \$21,450. Licensing Software will be in the amount of \$119,250. This will cover the time period of 10/01/2015 through 09/30/2016. Per Section 1.101 In Scope MSP is authorized to purchase additional licenses as necessary when vehicles/officers are added to the Police Force. This results in the Contract being paid annually in arrears. This change will bring the Contract up to date with all payments.

Maintenance time period: 10/01/2016 through 09/30/2017

Licensing time period: 10/01/2015 through 09/30/2016

75 @ \$795 iyeCrash Software
75 @ \$795 iyeCitation Software
75 @ \$143 Iyecrash Maintenance/Support
75 @ \$143 iyeCitation Maintenance/Support

Cost Breakdown:

150*795=\$119,250 (Software)

150*143= \$21,450 (Maintenance/Support)

Total: \$140,700

All other terms, conditions, specifications, and pricing remain the same per Contractor and Agency agreement, DTMB

Quote

LexisNexis® Risk Solutions

1000 Alderman Drive
Alpharetta, GA 30005



LexisNexis®

February 10, 2017

Quote No.: 170210 MSP MI

ATTN: Accounts Payable

Ship To:

Financial SVCS - Accounts Payable
2nd Floor Lewis Cas Bldg
Lansing, MI 48933

Bill To:

Financial SVCS - Accounts Payable
2nd Floor Lewis Cas Bldg
Lansing, MI 48933

Term	Description	Licenses	Unit Price	Amount
1 Year	<u>LexisNexis® eCrash True-up Licenses as of 2016</u> <ul style="list-style-type: none">• True-up Period Covered 10/01/2015 through 09/30/2016 - Per Contract #071B550023	75	\$ 795.00	\$ 59,625.00
1 Year	<u>LexisNexis® eCitation True-up Licenses as of 2016</u> <ul style="list-style-type: none">• True-up Period Covered 10/01/2015 through 09/30/2016 - Per Contract #071B550023	75	\$ 795.00	\$ 59,625.00
1 Year	<u>Software Maintenance/Support, Proprietary LexisNexis® eCrash</u> <ul style="list-style-type: none">• Maintenance Period Covered 10/01/2016 through 09/30/2017 - Per Contract #071B550023	75	\$ 143.00	\$ 10,725.00
1 Year	<u>Software Maintenance/Support, Proprietary LexisNexis® eCitation</u> <ul style="list-style-type: none">• Maintenance Period Covered 10/01/2016 through 09/30/2017 - Per Contract #071B550023	75	\$ 143.00	\$ 10,725.00
Quote Subtotal				\$ 140,700.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Salman Anwar
Salman.Anwar@lexisnexisrisk.com
269-615-7949

Signature to Accept Quote: _____

Date: _____

Pricing is guaranteed for 90 days from the date this quote was issued



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 **4**
to
Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexis.com
	*****6168

STATE	Program Manager	David Roach	DTMB
		517-284-3271	
		roachd2@michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7032	
		ToppingJ@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Ecrash and Ecitation for MSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$5,742,639.76		\$ 0.00	\$5,742,639.76	
DESCRIPTION: Effective October 17, 2016 the following changes are hereby incorporated in the Contract. 1. Modify the language in; Section 2.263- Rights in Data 2. Add additional language; Section 1.602- Fees due to the State The modification and additional language is to allow LexisNexis to access and disseminate vehicle accident reports and related data in accordance with applicable laws and regulations. LexisNexis will pay Michigan State Police \$10.00 for each traffic crash from (UD-10) accessed.				
All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement and DTMB Procurement approval.				

Updated Terms and Conditions:

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. Except as specifically authorized, the Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information. The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

Notwithstanding Section 2.263, upon the Effective Date of this Change Order, the State hereby authorizes Contractor to access and disseminate vehicle accident reports and related data (each documented incident a "Crash Report") generated by MSP and other municipal law enforcement agencies to Authorized Requestors and Agency Requestors in accordance with applicable laws and regulations. The State represents and warrants that it is authorized to disclose Crash Reports to Contractor for the purposes set forth in this Contract. Fees due to the State related to the sale of Crash Reports shall be made in accordance with the process set forth in Section 1.602.

1.602. Fees due to the State.

All Crash Reports requested by authorized law enforcement entities ("Agency Requestors") shall be provided free of charge. Contractor will collect a fee of Ten and 00/100 (\$10.00) ("State Fee(s)") on behalf of the State for Crash Report requests by individuals or legal entities ("Authorized Requestor"). Contractor will remit any State Fees to the State using the process as herein defined. For clarity, if a fee is not charged to an Authorized Requestor for the Report, no State Fee shall be collected or paid to the State in connection with this Section.

1.602.1 On a monthly basis, Contractor will electronically transfer to the State's designated account, the total amount of applicable State Fees collected by Contractor during the previous month. Contractor will provide a monthly report to the State identifying the number of Crash Reports provided on its behalf. Where permitted by law, Contractor will charge a convenience fee for each Crash Report provided to an Authorized Requestor ("Convenience Fee") which shall be retained by Contractor. The Convenience Fee shall be established by Contractor at its sole discretion and responsibility and in no event shall exceed the amount a provider may legally charge an Authorized Requestor; and

1.602.2. At no charge to the State, Contractor will provide access to Contractor's agency administration portal ("Command Center") to view reports, generate analytics on Crash Reports sold for

auditing purposes (“Receipts”), and access to Contractor’s people search functionality (“Services”). To the extent the State utilizes the Services, the following shall apply:

- a) State shall not use the Services for marketing purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
- b) State may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
- c) State shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include State’s employees who have a need to know such information); and
- d) State shall comply with all laws, regulations, and rules which govern the use of the Services.

1.602.3 –The rights and obligations pursuant to this Section are subject to Section 2.100 of the Contract. The parties acknowledge that certain Crash Reports and information related thereto may come from outside Michigan and are subject to other states’ laws, rules, and regulations. As such, all non MSP Crash Reports or information contained therein or from Crash Reports accessed in the Command Center shall be treated as Confidential Information unless otherwise permitted by the laws, regulations, and rules of the state from which the Crash Report was created.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions Inc
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexis.com
	*****6168

STATE	Program Manager	David Roach	DTMB
		517-284-3271	
		roachd2@michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7000	
		ToppingJ@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Ecrash and Ecitation for MSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,326,639.76		\$ 4,416,000.00	\$5,742,639.76	
DESCRIPTION: Effective September 29, 2016 pending Administrative Board approval the following Statement of Work is hereby incorporated into the contract. The work to be performed will be development of the Electronic Automated Incident Capture System ("eAICS") or ("Software") application and provision of production support for the time period of 10/01/2016-09/30/2018 (24 months).				



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET**

IT SERVICES STATEMENT OF WORK

Agreement to Change Contract Number: 071B5500023

Between the State of Michigan and LexisNexis, Inc.

Project Title: eAICS Production Support	Period of Coverage: 010/01/2016-09/30/2018
Requesting Department: Michigan State Police (MSP)	Date: 9/20/2016
Agency Business Owner Al Renz	Phone: 517-648-5871
DTMB Project Manager: Andrew Richards	Phone: 517-897-3947

BACKGROUND

Contract 071B5500023 between LexisNexis Claims Solutions, Inc., (“Contractor”) and the State of Michigan (“State”) was originally executed to have the Contractor maintain as-needed iyeCrash and iyeCitation licenses to support electronic Traffic Crash and Citation mobile computing reporting systems (eCrash and eCitation modules) used by Michigan State Police (“MSP”) troopers throughout the State (“Master Contract”).

Section 1.100 Scope of Work and Deliverables of the Master Contract, Subsection 6 allows for “Future Enhancements (includes additional services, software licenses, maintenance and support and training related to the iyeCrash and iyeCitation environment)”.

Per Contract Change Notice #1, the Contract allows for the Contractor to host and maintain the MSP developed eDaily application which replaced the State’s Officer Daily System (OD) that is integrated with eCrash and eCitation reporting systems.

The parties desire to enter into this Statement of Work (“SOW”) to provide for Contractor’s continuing development of the Electronic Automated Incident Capture System (“eAICS” or (“Software”) application and provision of production support for the time period of 10/01/2016-09/30/2018 (24 months). eAICS replaces the current State Automated Incident Capture System as it relates to the iyeCrash and iyeCitation environment. The parties acknowledge and agree that Sections 2.321 and 2.322 of the Master Contract control Contractor’s license to the Deliverables including the eAICS application and

Software source code and the license grant to Contractor thereunder shall be perpetual and irrevocable. For the purpose of this SOW, "Deliverable" shall mean the eAICS application delivered as agreed to by the parties.

I. Technical Environment

The Contractor will comply with Section 1.103, Subsections 1 through 5 of the Master Contract.

II. Specific Operating Environment

The following information regarding the MSP technical environment will be relevant to the Contractor:

Platform Specific:

Solution is hosted in the Saginaw County Data Center and supported by Saginaw County IT staff.

The Testing/QA/Production Environment consists of: two (2) - Dell 610 Servers with 4 dual quad cores, 24 GB Memory, Windows 2008 R2 and Microsoft SQL 2008.

End User Specific:

Operating System – Microsoft Windows 7. Transitioning to Windows 10 by 1 October of 2018

Hardware – Dell Latitude 12 Rugged Extreme Laptop
Panasonic FZ-G1 ToughPad
Dell E6430 ATG Semi-Rugged Laptop
Dell Latitude 12 Rugged Extreme

Open Source Components:

Microsoft .net
CodePlex
CsQuery
SGLite
Saxon-HE
HtmlToOpenXml

III. PROJECT OBJECTIVE / SCOPE OF WORK

A. Production Support

Provide staff augmentation resources for production maintenance and support to complete necessary enhancements for the eAICS application in accordance with the following requirements. Each release will be completed based on a sprint work cycle upon such intervals as mutually agreed by the parties:

1. At the State's option, the Contractor will provide up to eight fulltime software developer consultants ("Consultants") to continue to develop, maintain, and enhance the eAICS software. A separate SOW or agreement will be required if development has been completed and Contractor is providing maintenance only. Within thirty (30) days from the full execution of this

SOW, the parties will use reasonable efforts to execute an addendum to this SOW to outline the post- production support process for the eAICS application in the production environment.

2. All Terms and Conditions of the Master Contract apply unless modified herein this Statement of Work.
3. Planning for each sprint work cycle will be completed by the fifteenth (15th) of every month. If the day falls on a weekend or federal holiday, the next working day will be utilized.
4. The parties will forecast the resources needed for upcoming quarterly tasks. Contractor will provide the State's Business Owner an estimate of the required personnel in support of the eAICS application for the following quarter. If it is mutually agreed upon that the Production Support does not warrant eight Consultants, the Contractor will re-size the team to what would be needed to complete the next quarter's obligations. If there is a reduction of Consultants, the costs will be adjusted accordingly to the number of actual Consultants developing, maintaining and enhancing the eAICS software. Notwithstanding the foregoing, the parties agree that there shall not be a reduction in Consultants for one year following the execution of this SOW.
5. Contractor will work with the State to identify, prioritize and provide ongoing status of eAICS application enhancements during the term of this SOW. Contractor will work with the State to identify the number of releases per year.

In accordance with the specifications provided to Contractor by the State and/or MSP, Contractor will complete the activities listed below for each release. The content of each release must be based on feedback from MSP's Business Owner approver. The requirements and content for each release will be mutually agreed upon by the parties to this SOW in advance to any work starting on such release.

Contractor responsibilities include: Providing direction, input and securing approval from the State for:

- Scope Definition and Prioritization
- Implementation Plan and Schedule
- Specification Gathering and Validation
- Development, including interfaces, configuration, installation, etc.
- Integration, Quality Assurance (QA), Quality Control (QC), and Regression Testing
- Front-End Verification (FEV) Release
- Functional and Administrative Training
- UAT Release and Support
- Production Promotion
- Post Production Release Support
- All Supportive Documentation
- Any changes proposed by the Contractor

B. General Requirements

The Contractor agrees to the following for the term of this SOW:

i. Build, Verification and Development:

The Contractor will:

- Review all code changes for new code deployed and modified for MSP before such changes go to MSP. All reviews must include execution of a test plan.

- Conduct testing of the new/modified module to ensure that all deployments and modifications integrate with all current and future modules including but not limited to: eAICS, eCrash, eCitation, and eDaily.
- Perform regression testing of all functionality.

ii. Encryption:

The Contractor will use current encryption security standards. The current standards are listed below. Contractor must stay in compliance with future security standards as defined by CJIS Security Policy:

- FIPS 140-2 SSL
- FIPS 140-2 CSP (Microsoft Cryptographic Service Providers)
- 128 bit encryption, per Public Act 566 of 2006

iii. Session Timeouts:

Sessions will expire after a period of 30 minutes inactivity. This ensures that user sessions are not left idle for an unauthorized person to gain access as defined by CJIS Security Policy.

iv. Strict Password Rules:

Strict password conventions will be exercised, preventing users from choosing common or easy words to figure out as defined by SOM Policy:

<http://inside.michigan.gov/dtmb/wr/psp/Documents/1335.00.20%20Active%20Directory%20Password%20Standard.pdf>

v. Failed Login Attempts:

Application logging is required as defined by CJIS Security Policy. The contractor will provide MSP the ability to access the application logs.

vi. Identity Management System:

If the State requests, and upon written agreement by the parties, the Contractor will configure the application(s) to use the State's identity management system environment to achieve single sign on, when used on a computer connected to MSP's network.

vii. Breach:

If the Contractor becomes aware of any confirmed misuse or unauthorized access to MSP data, the Contractor is required to contact the MSP and DTMB Project Managers immediately and not to exceed a timeframe of more than 24 hours of said incident. The State and Contractor will determine who will be required to contact any persons affected by said breach via (1) written notice or (2) e-mail or (3) web site posting and public media release within 5 days of said breach.

IV. AGENCY RESPONSIBILITIES:

- Assign a primary point of contact with the Contractor.
- Ensure access to systems, resources etc. needed to complete Testing and Production Support activities.
- Ensure access to database and server(s) needed for Testing and Production Support activities assigned.
- Conduct User Acceptance Testing (UAT) and provide Acceptance.
- Provide network and VPN access as necessary.

- Provide specifications and/or requirements.
- Audit application logs as defined by SOM and CJIS Security Policy.
- Review and provide feedback and acceptance on all deliverables.
- Assist in providing the information needed for the requirements planning and provide approvals in a timely manner to ensure sprints can meet the required deadlines.

V. ACCEPTANCE CRITERIA

On a monthly basis unless otherwise agreed to by the parties, Contractor will provide status reports listing work performed, tasks completed and detailed time sheet (s). Contractor will invoice monthly for services and tasks that have been completed. Contractor will provide a Deliverable Acceptance Form (DAF) that shows the original estimate and actual hours for each specific completed task. Signing the monthly DAF by the MSP's Business Owner signifies State and MSP deliverable acceptance.

VI. *Acceptance Testing; Acceptance*

1. Acceptance Testing.

- A. Acceptance Tests will be conducted to ensure the Software conforms to the requirements set forth in the agreed upon release, including the applicable Specifications and Documentation of each module and complete Software package release. The State may, but is not obligated to perform its own pretest on the software utilizing Contractor's test package. If the State performs a pretest and Contractor's test package does not successfully pass the following activities, the following will be completed:
 - The contractor will provide the state with all test data and test scripts
 - The State is not obligated to transition into formal Acceptance Testing set forth in this Section.
 - The State may elect to return the Contractor's test package for problem correction and retest.
- B. All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in this Statement of Work, commence on the Business Day following installation of the Software and be conducted for up to thirty (30) Business Days (the "Testing Period").
 - Contractor will make suitable Contractor Personnel available to observe or participate in Acceptance Tests conducted by the State if requested.
 - The State has the right to observe or participate in all or any part of Acceptance Tests conducted by the contractor.
- C. Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing. The following Acceptance Test will be performed upon delivery and installation of any Configuration to the Software: full operability, integration, and compatibility among all elements of the Software ("Integration Testing"). Integration Testing is subject to all procedural and other terms and conditions set forth in this Statement of Work.
- D. If the State discovers a material Non-Conformity ("Non-Conformity" means any failure of any: (a) Software or Documentation to conform to the requirements of this Statement of Work or (b) Software to conform to the requirements of this Statement of Work or the Specifications or Documentation) resulting from the tested Software or part or feature of the Software. The following actions will be taken:
 - The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor.
 - Contractor will within twenty-one (21) Business Days, correct such Non-Conformity.
 - When the non-conformity is corrected, the Acceptance Tests and Testing Period will

resume.

- E. The Contractor will be responsible for keeping and making available to the State an issues tracking log which will tally all issues, time to remediate, dependencies, and steps to remediate the issue. This will become part of the overall Project scope and be referred to for future deployments and modifications.

2. Notices of Completion, Non-Conformities, and Acceptance.

Within fifteen (15) Business Days following the completion of any Acceptance Tests, including any Integration Testing, the party responsible for conducting the tests will prepare and provide to the other party written notice of the completion of the tests. Written notice (s) must include the following information:

- Report describing in detail the tests conducted and the results of such tests,
 - Any uncorrected Non-Conformity in the tested Software.
- A. When written notice is provided by either party and identifies any Non-Conformities, the parties' rights, remedies, and obligations will be as set forth herein and below
 - B. If such notice is provided by the State and identifies no Non-Conformities, signed notice will constitute the State's Acceptance of such Software. Notice must be signed by both the MSP's Business Owner and Project Manager
 - C. If such notice is provided by Contractor and identifies no Non-Conformities, the State will have thirty (30) Business Days to use the Software in the Operating Environment. The State has sole discretion in determining, whether it is satisfied that the Software contains no Non-Conformities. The State will provide the following as appropriate:
 - i. Notification to the Contractor in writing of Non-Conformities the State has observed in the Software and of the State's non-acceptance, whereupon the parties' rights, remedies and obligations will be as set forth herein and below; or
 - ii. Providing Contractor with a written notice of its Acceptance of such Software, which must be signed by the State's Business Owner and Project Manager.

3. Failure of Acceptance Tests.

If Acceptance Tests identify any Non-Conformities, Contractor, at Contractor's sole cost and expense, will remedy all such Non-Conformities and re-deliver within twenty-one (21) Business Days following, as applicable, Contractor's:

- A. completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or
- B. receipt of the State's notice under Section 1(A) or 2(C)(i) above, identifying any Non-Conformities.

4. Repeated Failure of Acceptance Tests.

If Acceptance Tests identify any Non-Conformity in the Software after a second or subsequent delivery of the Software, or Contractor fails to re-deliver the Software In keeping with number 3 above, the State may, in its sole discretion, by written notice to Contractor:

- A. continue the process set forth in Acceptance Testing;
- B. accept the Software as a nonconforming deliverable, in which case the Payment for such Software will be reduced equitably as agreed to by the parties to reflect the value of the Software as received relative to the value of the Software had it conformed; or
- C. Deem the failure to be a non-curable material breach of this Contract and this Statement of Work and terminate this Statement of Work for cause in accordance with Section 2.152 of the Contract. Nothing in this section shall be deemed to release the State from paying Contractor for any Deliverable that has been approved or accepted pursuant to section 5 below prior to such termination.

D. If a non-Accepted Non-Conformity is deemed to be a previous Non-Conformity as reflected in the Issues Log which has not been subsequently remediated in later fixes and releases, Contractor will correct the Non-Conformity at no charge to State.

5. Acceptance.

Acceptance ("Acceptance") of the Software (subject, where applicable, to the State's right to Integration Testing) will occur on the date that is the earliest of the State's delivery of a notice accepting the Software under 2(B), or 2(c) (ii) above.

VII. SPECIFIC DEPARTMENT STANDARDS

At the request of the State, Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project. In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project. Contractor will pay for all costs associated with ensuring their staff meets all requirements.

VIII. PROJECT CONTROL AND REPORTS:

A monthly progress report must be submitted to MSP's Business Owner and DTMB Project Manager throughout the life of this Statement of Work. Each monthly Progress Report must contain, but not limited to:

1. **Summary:** Indicate a summary of activity during the report period.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Planned Tasks for the following Month:** Describe activities to be accomplished and deliverables expected during the next reporting period.
4. **Issues and Resolutions:** Indicate major issue/risks/changes, real or perceived, and recommend solutions.

Any changes to this Statement of Work will require a Contract Change Notice executed by Contractor and DTMB Procurement to be effective.

IX. PAYMENT

Pricing is based on the blended rate per the pricing table below in increments of .5 (half of a full-time resource = \$9,200.00). This agreement also includes a contingency fund of \$883,200.00 for an additional 10 hours per week, per resource. Potential total cost for twenty-four (24) months for the time period of 010/01/2016-09/30/2018; \$4,416,000.00 (Rate based on 8 full time resources working 50 hours a week for a full twenty-four (24) months). The State is not obligated to pay the Contractor for resource support that was not utilized or time not approved by the Agency Business Owner within each month. The parties agree that Consultants will dedicate at least forty (40) hours weekly to the eAICS application but no more than 50 hours weekly. Any work beyond forty (40) hours per week will require the prior written approval of MSP and is subject to straight-time pay.

Pricing for Production Support		
Resource Support Quantity	Payment	Invoice Timing
0.5	\$9,200.00	Monthly, if performed
1	\$18,400.00	Monthly, if performed
1.5	\$27,600.00	Monthly, if performed
2	\$36,800.00	Monthly, if performed
2.5	\$46,000.00	Monthly, if performed
3	\$55,200.00	Monthly, if performed
3.5	\$64,400.00	Monthly, if performed
4	\$73,600.00	Monthly, if performed
4.5	\$82,800.00	Monthly, if performed
5	\$92,000.00	Monthly, if performed
5.5	\$101,200.00	Monthly, if performed
6	\$110,400.00	Monthly, if performed
6.5	\$119,600.00	Monthly, if performed
7	\$128,800.00	Monthly, if performed
7.5	\$138,000.00	Monthly, if performed
8	\$147,200.00	Monthly, if performed
Contingency funds	\$883,200.00	10 hours per resource, per week for 24 months, if pre-approved by MSP.
Potential Total: 24 Months	Up to \$4,416,000.00	

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 Business Owner and DTMB Project Manager approvals. All invoices should reflect actual monthly work completed by payment date, and must be approved by the Agency Business Owner and DTMB Project Manager prior to payment. The invoices must include the Progress Report and associated fees.

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

TRAVEL AND EXPENSES

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

X. PROJECT CONTACTS

STATE

The designated Agency Business Owner/Primary Point of Contact is:

F/LT Alan Renz
MSP
7150 Harris Drive
Dimondale, MI
517-648-5871
RenzA1@michigan.gov

The designated DTMB Project Manager is:

Andrew Richards
DTMB EPMO
7150 Harris Drive
Dimondale, MI
517-897-3947
Richardsa4@michigan.gov

The designated DTMB Technical Lead is:

Ramesh Devaram
DTMB Agency Services MSP/DMVA
7150 Harris Drive
Dimondale, MI
517-898-6895
devaramr@michigan.gov

Contractor

The designated Contractor Key Personnel are as follows. Project Manager/Single Point of Contact and all Consultants assigned to complete an agreed upon release will be designated as Key Personnel per Section 2.060 Contract Management of the Master Contract.

Project Manager/Single Point of Contact is:

Chris Sowerwine
Project Analyst
608.819.5305 Direct
530.521.7498 Mobile
chris.sowerwine@lexisnexis.com

XI. LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Contractor will perform services remotely unless otherwise requested by the State.

XII. EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

XIII. GENERAL ASSUMPTIONS.

The parties acknowledge that the State's responsibilities and tasks include those set forth in this SOW, and that Contractor's fixed rate for its Services depend upon the State's performance of such obligations. In the event of a delay or failure by the State to meet its obligations, and such failure materially effects Contractor's ability to perform the Services, then the parties will mutually negotiate an equitable adjustment to the implementation schedule or fees pursuant to Section 2.024 of the Master Contract.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number 2
to
Contract Number 071B5500023

CONTRACTOR	LexisNexis Claims Solutions, Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexis.com
	*****6168

STATE	Program Manager	David Roach	DTMB
		517-284-3271	
		roachd2@michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7030	
		Toppingj@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: iyeCrash and iyeCitation Software, Maintenance and Support				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 14, 2014	September 31, 2015	5 - 1 Year	September 30, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 - 1 year	<input type="checkbox"/>		September 30, 2018
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$ 473,982.76		\$ 852,657.00	\$1,326,639.76	

DESCRIPTION: Effective July 12, 2016 this following changes are incorporated in the contract.

1. Exercise two, one year options for the time period of 10/01/2016 to 09/30/2018.
2. Add funds in the amount of \$852,657.00
3. Update Buyer to James Topping

All other terms, conditions, specifications, and pricing remain the same per Contractor and Agency agreement, DTMB

Procurement approval and State Administrative Board approval on July 12, 2016.
 Approved Ad Board Contract Value: \$2,038,017.76
 Remaining Approved AD Board Contract Value: 711,378
 Previous Change Notice 4 for Contract: 071B5500023 will now be referred to as Change Notice 1.

Payments owed to Vendor

Product	Year Acquired	Quantity	Quantity Price	Total cost	Amount Paid	Amount Pending
iyeCrash Maint	2015-2016	470	\$ 143.00	\$ 67,210.00		\$ 67,210.00
iyeCitation Maint	2015-2016	570	\$ 143.00	\$ 81,510.00		\$ 81,510.00
Total				\$ 1,719,120.00	\$ 892,320.00	\$ 148,720.00
iyeCrash Maint	2014-2015	466	\$ 143.00	\$ 66,638.00		\$ 66,638.00
iyeCitation Maint	2014-2015	366	\$ 143.00	\$ 52,338.00		\$ 52,338.00
iyeCrash Maint	2015-2016	466	\$ 143.00	\$ 66,638.00		\$ 66,638.00
iyeCitation Maint	2015-2016	366	\$ 143.00	\$ 52,338.00		\$ 52,338.00
Total				\$ 1,018,368.00	\$ 780,416.00	\$ 237,952.00
Escrow	2011-2012	1	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
Escrow	2012-2013	1	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
Escrow	2013-2014	1	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
Escrow	2014-2015	1	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
Escrow	2015-2016	1	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
Total				\$ 12,000.00	\$ 2,000.00	\$ 10,000.00
Total iyeCrash Licenses		1073				
Total iyeCitation License		1073				
Total Licenses		2146				
Total Cars		1073			Total Amout Due:	\$ 396,672.00

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. 4
 to
CONTRACT NO. 071B5500023
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
LexisNexis Claims Solutions, Inc. 1000 Alderman Drive Alpharetta, GA 30005	Salman Anwar	Salman.anwar@lexisnexis.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(269) 615-7949	-6168

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	David Roach	517-241-2220	Roachd2@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	517-284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: iyeCrash and iyeCitation Software, Maintenance and Support			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 14, 2014	September 31, 2015	5, one year	September 30, 2015
PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	September 30, 2016
CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE		
\$473,982.76	\$0.00	\$473,982.76		

DESCRIPTION:

Effective July 17, 2015, the contract between the State of Michigan and LexisNexis Claims Solutions, Inc. ("Contract") is amended by this Change Notice No.4 to exercise an option year, use \$257,012.00 existing funding for the annual maintenance renewal/license true-up and use \$55,200.00 existing funding for the services in the attached Statement of Work for a mapping tool addition to the eCrash software. This is a zero-dollar change. Remaining balance after change: \$161,770.76. All other pricing, terms and conditions remain the same. All other Contract terms, conditions, specifications, and pricing remain the same unless specifically modified herein. Per vendor and agency agreement and DTMB Procurement approval.

Quote

LexisNexis®
1000 Alderman Drive
Alpharetta, GA 30005



June 11, 2015

Quote No.: 20150611

Ship To:
Financial SVCS - Accountns Payable
2nd Floor Lewis Cas Building
320 S. Walnut
Lansing, MI 48933

Bill To:
Financial SVCS - Accountns Payable
2nd Floor Lewis Cas Building
320 S. Walnut
Lansing, MI 48933

Part Number	Description	Quantity	Unit Price	Amount
N/A	<u>IyeCrash Software True-up Licenses as of 2015</u>	137	\$ 795.00	\$ 108,915.00
N/A	<u>IyeCrash Software True-up Licenses as of 2015</u>	137	\$ 795.00	\$ 108,915.00
N/A	Software Maintenance/ Support, Proprietary IyeCrash Maintenance Period Covered 10/01/2015 through 9/30/2016 - Per Contract #071B0200339	137	\$ 143.00	\$ 19,591.00
N/A	Software Maintenance/ Support, Proprietary IyeCitation Maintenance Period Covered 10/01/2015 through 9/30/2016 Per Contract #071B0200339	137	\$ 143.00	\$ 19,591.00
Quote Subtotal				\$ 257,012.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Salman Anwar
salman.anwar@lexisnexis.com
269-615-7949

Signature to Accept Quote: _____



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

Project Title: Crash Location Improvement Project (CLIP)	Period of Coverage: 08/2015 –10/2015
Requesting Department: Michigan State Police	Date: 07/17/2015
Agency Project Manager: Sydney Smith	Phone: 517-241-1750
DTMB Project Manager: Debbi Simon	Phone: 517-241-9524

BACKGROUND:

Today, police officers place motor vehicle crash location information on an electronic crash form (UD-10), using his/her best judgment of the crash location to the nearest intersecting road. Although the officer may measure or pace-off a distance to the nearest intersection, reviews of crash data show that the officer will many times misjudge the distance to the intersection. The accurate location of crashes, whether at/near an intersection or at a distance from an intersection, is extremely important in determining where a crash pattern is occurring, thereby enabling traffic safety agencies to review the crash locations and possibly determine the proper corrective measure. Many crashes near an intersection may be intersection related or they may be driveway related. Depending on the intersection, there may be several driveways close to the intersection making the accurate location of the crash even more important.

Adding a mapping component to the version of the electronic UD-10 crash form (to the form version that will become effective January 2016) would give the officer several advantages to correctly locate crashes. An electronic map would allow the officer to see the nearby streets and better gauge the correct location of the crash. The map would allow the officer to click a precise point on the road where the crash occurred and automatically populate several fields with the correct location information, increasing accuracy and reducing the officer's time to complete the UD-10. If the map or any of the add-ons fails, the officer could still manually estimate the location. The proposed enhancement would use the existing Michigan Geographic Framework (MGF) map as a base product with extra functionality added as options.

PROJECT OBJECTIVE:

- Implement a comprehensive solution that will allow Law Enforcement agencies to have a mapping tool displayed as part of the electronic UD-10 form display.
- Utilize the Michigan Geographic Framework (MGF) as the source for the displayed map and the road data reported on the UD-10 form.

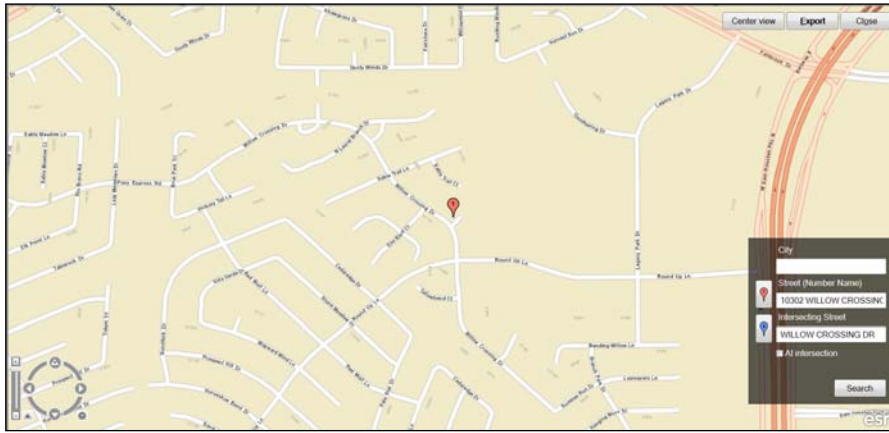
SCOPE OF WORK:

This Statement of Work contains the following scope:

- Building a User Interface (to be completed by end of September 2015)
- Testing Phase (UAT from September – October 2015)

TASKS & DELIVERABLES:

Prior to Contractor beginning work, DTMB Center for Shared Solutions will create map control code on the MGF, which will then be piloted and tested by the State's Traffic Crash Reporting Unit team. After that team completes the pilot and approves the code, Contractor will develop a user interface to host that map control ("Map Code")(referred to by Contractor as Case # 16727 and shown below).



Note: The map will only work while in a connected mode so it should be disabled in disconnected mode. Access to the map will be disabled when Wi-Fi connection is unavailable.

The Map Code will:

- 1) Provide functionality offering a variety of views for the map including: Aerial, Street, and Hybrid (combination of Aerial with an overlay of the Street) views provided that the CSS web service supports such functionality.
- 2) Provide functionality in the map that will allow the user to pan to any other area within the bounds of the state of Michigan.
- 3) Provide functionality that includes a reset option to the user which returns to the original displayed map.
- 4) Provide functionality in the map that will allow the user to select the location where the crash occurred (referred to by Contractor as Case # 16724 and shown below).

City

1

Street (Number Name)

2

Intersecting Street

☒ At intersection

Search

- 5) Provide a mapping component hosted by CSS.
(<https://gis.mcgi.state.mi.us/ArcGIS/rest/services/BaseMap/StreetMap/MapServer>) The State of Michigan shall maintain licensing with an applicable vendor.
- 6) Build a user interface that allows the user to display the mapping component.

Note:

- - The user will be able to locate an accident by using a single 'push pin' on the map.
 - Based on the selected location, system will pass the geo coordinates into MSP's geo lookup service.
- 7) Provide functionality that will enable a user to select a location on the visual map to automatically import into the crash report. The mapping service will accept parameters of County, City/Township, Primary Street Name, Distance, Direction, and Intersecting Street Name (referred to by Contractor as Case # 16721 and shown below).

Requirements:

- Use the selected location to populate the crash form.
 - If no location is found in the CSS service, system will return an empty result and display a 'No Road Found' message to the user.
 - If multiple results are found, system will prompt users and provide options from which users may select desired option.
 - If the user attempts to push pin the location more than 100ft from road, no results will be returned by the system.
- 8) Enable a user to capture, store, and transfer the following information from the Crash Mapping Service in accordance with the Contract:
- County information
 - City/Township
 - Latitude and Longitude (Note: this information is not currently captured on the UD-10 and the TCRS crash export will be updated) (referred to by Contractor as Case ## 16726 and 16830 and shown below).

Latitude - (decimal degrees) 29.92036	Longitude- (decimal degrees) -95.56370
---	--

- 9) Enable user to rotate and zoom Map View.



- 10) As applicable, function in accordance with MSP standards, as communicated to Contractor in writing, in a Change Order, or contained with the Contract.
- 11) Provide functionality with ability to control whether the mapping capabilities are available to the agency based on the ORI (originating agency) number.

12) Provide functionality with the ability to use Map Controls to enter Crash Location information.

The following depicts the user interaction:

User will have the option to :

- 1)Enter information in the appropriate location fields on the form and then click on the Map Control to be taken the Map view Or
- 2) Click directly on the Map Control Option to view Map without entering data.

If the user has entered data into the highlighted fields the Map will open zoomed into and centered onto the desired location

Note: If the user enters Primary St. and/or Intersecting St. they will be taken to the intersection, however, if they only enter County or City on the form, the map will zoom into the appropriate County or City level.

The user will place push pin on the desired location of crash.

If multiple locations are detected by the CSS web service, the Map control will display possible locations for the user to select from.

The information selected by the user will then be parsed and exported to the appropriate fields on the UD-10 Form

STATE OF MICHIGAN TRAFFIC CRASH REPORT

Crash Date: 10/10/2014
Crash Time: 21:12
Crash Type: Single
Location: Anderson Rd / Carter Rd
County: Washtenaw
City: Ann Arbor
Road Name: Anderson Rd
Road Type: 01 - Not physically divided
Activity: 01 - No access control
Weather: 01 - Clear
Road Condition: 02 - Dry
Traffic Control: 01 - Non-Freeway Straight roadway

Driver License Number: 122291996 (15)
Driver Name: Anderson Rd / Carter Rd
Vehicle Make: CHEVROLET
Vehicle Model: MALIBU
Vehicle Year: 2006
Vehicle Type: Passenger Car
Vehicle Color: Blue
Vehicle License: 01 - Private
Vehicle Registration: 01 - Going Straight Ahead

Please Select Desired Location

X	Anderson Rd/ Carter
	Carter / Anderson
	I-94 East Milepos 21
	I-94 Overpass

ACCEPTANCE CRITERIA:

Deliverables will not be considered complete until the DTMB Project Manager has formally accepted them as described below. The following high-level acceptance criteria apply:

Software Deliverables - Software includes, but is not limited to, software product, development tools, support tools, data migration software, integration software, and installation software.

1. DTMB will review software within a mutually agreed upon timeframe for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery, and operation.
 - a. Approvals will be written and signed by both the DTMB Project Manager and Agency Program Manager.
 - a. Unacceptable issues will be documented and submitted to the Contractor.
 - b. After issues are resolved or waived, the Contractor will resubmit software for approval within 60 days of receipt.
2. Software is installed and configured, with assistance from DTMB, in an appropriate environment (e.g. development, conversion, QA testing, UAT testing, production, and training).
3. Contingency plans, de-installation procedures, and software are provided by the Contractor and approved by both the DTMB Project Manager and Agency Project Manager.

Project-Specific Criteria

The following acceptance criteria apply to this project:

- Solution is functional per requirements/design – integrated into the eCrash module
- Solution integrates with the CSS identified services
- Completed specification documentation for the integration of solution is provided by Contractor

PROJECT CONTROL AND REPORTS:

Once the project commences, a monthly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. Each monthly progress report must contain information such as

current status, actions taken, progress made, and any risks identified since the previous report. Any changes to this Statement of Work will require a Contract Change Notice executed by Contractor and DTMB Procurement to be effective.

PAYMENT SCHEDULE:

Payment will be based on a firm-fixed, deliverables-based price model. Contractor may invoice the State after all deliverables have been formally tested and accepted by the State. The total firm fixed fee for Contractor's Services is **Fifty-Five Thousand, Two Hundred Dollars (\$55,200)** and is based upon Contractor's determination that it must provide the following resources to fully perform this Statement of Work:

Architect / Senior .NET Developer	80 hours	\$115	\$9,200.00
Senior .NET Developer	400 hours	\$115	\$46,000.00

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:

Sydney Smith
Michigan State Police
Traffic Crash Reporting Unit
MSP HQ, 1st Floor
333 South Grand Avenue
Lansing, Michigan 48909
Phone: (517) 241-1750
Fax: (517) 241-1644
Smiths57@michigan.gov

The designated DTMB Project Manager is:

Debbi Simon
Senior Project Manager
DTMB-EPMO Supporting MDOT, MSP, DOC, and DMVA
Van Wagoner Building, 3rd Floor
425 West Ottawa Street
Lansing, Michigan 48909
Phone: 517-241-9524
Fax: 517-335-4239
simond1@michigan.gov

GENERAL ASSUMPTIONS:

- All dates referenced in this document are subject to change based upon modifications to Project scope and/or dates as approved by MSP, and mutually agreed upon in writing by both parties.
- Contractor may submit invoices for the firm fixed deliverables after the State has formally tested and accepted same.
- Notwithstanding anything contained in the Contract, no restrictions shall be placed on Contractor's ability to perform the same or similar services for other clients or to provide similar deliverables to other clients.
- Contractor's ability to fulfill its obligations hereunder is at all times subject to: the accuracy of the information contained herein or otherwise provided to Contractor; MSP/DTMB/CSS, or other parties in connection with this Statement of Work, fulfilling its obligations; any delays or scope changes caused by MSP; and any delays or stoppages due to occurrences beyond Contractor's control.
- Furthermore, Contractor shall not be held liable for failure to fulfill its obligations hereunder in the case of:
 - Failure of MSP/DTMB/CSS to provide adequate specifications and/or requirements and the web

- service definitions;
- Failure of MSP/DTMB/CSS to approve a project deliverable or Change Order Request in a timely fashion; and
- Failure of MSP/DTMB/CSS to fulfill its obligations hereunder.

AGENCY RESPONSIBILITIES:

- Assign a primary point of contact with Contractor.
- Ensure access to systems, resources etc. needed to complete development activities.
- Ensure access to application source code, database and server(s) needed for development activities assigned.
- Provide all hardware and software licenses required, including without limitation licensing required for Contractor's access to MGF.
- Provide network and VPN access necessary to complete the project. Delays in access may impact schedule.
- Review and provide feedback on all deliverables.
- Provide adequate specifications and/or requirements and the web service definition.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor will perform services remotely unless otherwise requested by the State.

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
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48913

CHANGE NOTICE

CONTRACT NO. 071B0200339

hereafter referred as

CONTRACT NO. 071B5500023

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR (AFTER ASSIGNMENT):	PRIMARY CONTACT	EMAIL
LexisNexis Claims Solutions, Inc. 1000 Alderman Drive Alpharetta, GA 30005	Salman Anwar	Salman.anwar@lexisnexis.com
	TELEPHONE	NEW CONTRACTOR #, MAIL CODE
	269-615-7949	

PREVIOUS NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
IyeTek LLC 950 Trade Center Way, Ste 115 Kalamazoo, MI 49002	Salman Anwar	Salman.anwar@iyeTek.com
	TELEPHONE	PREVIOUS CONTRACTOR #, MAIL CODE
	888-949-3835	

DESCRIPTION OF CHANGE NOTICE:

iyeTek, LLC (iyeTek) requested an assignment of this Contract to LexisNexis Claims Solutions, Inc. (LexisNexis) because LexisNexis acquired a 100% interest in iyeTek. Due to the internal systems related to the release of Contractor payments, a new Contract number must be assigned. The new Contract Number is 071B5500023. The Contractual obligations and rights of Contract Number 071B0200339 are hereby assigned to LexisNexis Claims Solutions, Inc.

THIS CHANGE IS EFFECTIVE: 10/14/2014

\$473,982.76 REMAINING ON CONTRACT # 071B0200339 TO BE TRANSFERRED TO CONTRACT # 071B5500023.

Contract No. 071B0200339 hereafter referred as Contract No. 071B5500023

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	David Roach	517-241-2220	Roachd2@michigan.gov
BUYER:	DTMB	Jarrold Barron	517-284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
iyeCrash and iyeCitation Software, Maintenance and Support			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 years	10/14/2014	09/13/2015	5 one year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

FOR THE CONTRACTOR:

LexisNexis Claims Solutions, Inc.

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Sharon Walenga-Maynard,
Sourcing Director

Name/Title

DTMB Procurement

Enter Name of Agency

Date

FOR THE CONTRACTOR:

IyeTek LLC

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

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. 2
to
CONTRACT NO. 071B0200339
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
iyeTek LLC 950 Trade Centre Way, Ste 115 Kalamazoo, MI 49002	Salman Anwar	salman.anwar@iyeTek.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(888) 949-3835 Extension 701	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Sandi Thorne	517-335-4070	ThorneS@michigan.gov
BUYER	DTMB	Jarrold Barron	(517) 284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: iyeCrash and iyeCitation Software, Maintenance and Support			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
9/14/2010	9/13/2015	Five One-Year	9/13/2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	N/A	9/13/2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$899,392.00		\$3,155,967.00		

Effective the date signed below by the last required signer, this contract is amended to:

1. Add \$899,392.00, comprised of \$661,440.00 for 466 additional iyeCrash and 366 iyeCitation licenses and \$237,952.00 for software support and maintenance on those additional licenses for the period 10/1/2013 through 9/30/2015. Pricing is per rates established in the original contract. Hereafter, the parties will true-up up the iyeCrash and iyeCitation licenses annually each June beginning in June 2015. Per vendor and agreement, DTMB Procurement approval and the approval of the State Administrative Board on

June 24, 2014.

2. Add the services described in the attached Crash Location Improvement Project Statement of Work and contractor Quote Number 2014-710265. This portion of the contract amendment is a zero-dollar change, utilizing \$11,500 of the original contract's Future Enhancements funding. After amendment, remaining Future Enhancements balance is \$347,006.76. Per vendor and agency agreement, DTMB Procurement approval and original contract approval of the State Administrative Board on September 14, 2010.
 3. Require henceforth that to use any portion of Future Enhancements funding, the State will submit a Statement of Work (SOW) to the Contractor for the additional goods or services requested. For each such SOW received from the State, the Contractor will provide a Written Proposal. Upon review and written approval of the Written Proposal by the DTMB Project Manager and Agency Project Manager, the Agency will submit a contract change request to DTMB-Procurement in accordance with Section 1.403 Change Management. Upon review and written approval by DTMB-Procurement, and the State Administrative Board if required, a Contract Change Notice will be executed. A fully executed Contract Change Notice is required prior to issuance of any Purchase Order release and prior to providing any Future Enhancements goods or services.
 4. Change the Buyer and Contract Administrator to Jarrod Barron.
- All other pricing, terms and conditions remain the same.

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

Project Title: Crash Location Improvement Project (CLIP)	Period of Coverage: 07/07/14-09/30/14
Requesting Department: Michigan State Police	Date: July 7, 2014
Agency Project Manager: Sydney Smith	Phone: 517-241-1750
DTMB Project Manager: Debbi Simon	Phone: 517-241-9524

Brief description of services to be provided.

BACKGROUND:

Project Description/Scope

Currently, the crash location information is placed on the UD-10 by a police officer, typically using his/her best estimate of the location of the crash from a nearby crossroad. Although, the officer may measure or pace-off a distance close to an intersection, reviews of crash data show that the officer many times will estimate a distance from an intersection, using an estimate of 500 feet, 1000 feet, etc. The accurate location of crashes, whether at/near an intersection or at a distance from an intersection, is extremely important in determining where a crash pattern is occurring, thereby enabling road agencies to review the crash locations and possibly fix the issue. Many crashes near an intersection may be intersection related or they may be driveway related. Depending on the intersection, there may be several driveways close to the intersection making the accurate location of the crash even more important.

The addition of a mapping system to the electronic UD-10 form would give the officer several advantages to correctly locate crashes. The proposed system would use the existing Michigan Geographic Framework (MGF) map as a base product with extra functionality added as options. If the map or any of the add-ons fails, the officer would then use the existing process of locating the crash.

- A MGF electronic map would allow the officer to see the nearby streets and better gauge the correct location of the crash.
- The map would allow the officer to click a point on the road where the crash occurred and automatically populate many (potentially 10-20) fields or bubbles increasing accuracy and reducing the officer's time to fill the UD-10.

Project Objectives

- Develop a comprehensive solution that will allow Law Enforcement Agencies to have a mapping tool displayed as part of the electronic UD-10 form display.
- Utilize the Michigan Geographic Framework (MGF) as the source for the displayed map and the road data reported through the UD-10 form.
- Support web based services access for Law Enforcement vehicles that are authorized to connect via the internet.
- Support local services for Law Enforcement vehicles that are not authorized to connect via the internet or for locations where the internet signal is not available.

Business Benefits

- Accurate crash location information for use by police and engineers.
- Save the officer time by electronically entering the crash location information.
- Reduce UD-10 processing time by having fewer location errors requiring manual correction.
- Save staff time by reducing the number of crashes that must be manually located.

Estimated Project Deliverables: Due by September 30, 2014

- Business /System Requirements and Design
- Compile a Specification Document and develop Wireframes
- Project Plan tying out remaining CLIP milestones, deliverables, dates and levels of effort
- Quote Breakdown by the above Project Plan milestones, deliverables, dates and levels of effort



Law Enforcement Software Solutions
A LexisNexis® Company

A Quotation for

Dept. Of Technology, Management and Budget
Procurement Services
320 S. Walnut, Lansing MI 48913
DTMB-Accounts-Payable@michigan.gov

A Quotation by

Name: Saira Malik
Email: Maliks@iyetek.com
Phone #: (888) 949-3835 x 711
Fax #: (248) 786-5349
Date Quoted 7/9/2014

Agency Name: State of Michigan DTMB
Contract #071B0200339
Quote Number: 2014-710265
Int. Number:

Line Item	Part Number	Description	Quantity	Unit Price	Extended Price
1	Contractor	Consulting Services for the Crash Location Improvement Project (CLIP) (*May Require Additional Hours to complete Sepcification Document/Wireframes as identified during the JAD Sessions.)	100	\$115.00	\$11,500.00
Thank you for this opportunity to submit our quotation for your review. Please provide a copy of				Total:	\$11,500.00

Pricing is guaranteed 15 days from date of proposal.

To accept this proposal, sign here and return : _____

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

9/12/2013

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B0200339
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
iyeTek LLC 950 Trade Centre Way, Ste 115 Kalamazoo, MI 49002	Salman Anwar	salman.anwar@iyeTek.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(888) 949-3835 Extension 701	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Sandi Thorne	517-335-4070	ThorneS@michigan.gov
BUYER	DTMB	Steve Motz	(517) 241-3215	MotzS@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: iyeCrash and iyeCitation Software, Maintenance and Support			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
9/14/2010	9/13/2015	Five One-Year	9/13/2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	N/A	9/13/2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$249,895.00		\$2,256,575.00		
Effective immediately this contract is INCREASED by \$249,895.00 per the attached. Per Administrative Board approval on 7/23/2013. Please Note: the Contract Compliance Inspector for the State is changed to Sandi Thorne.				
All other terms, conditions, specifications and pricing remain unchanged.				



950 Trade Centre Way, Ste. 115
Kalamazoo, MI 49002
Toll Free # (888) 9 IYETEK
www.iyeTek.com

June 3rd 2013

Lt. Steve Horwood
Michigan State Police Headquarters
333 S. Grand Avenue
Lansing, MI 48909

Lt. Horwood,

I am writing to confirm that iyeTek agrees to the addition of *CVED Officer Daily Module* to the existing *Officer Daily Contract* between SOM and iyeTek.

We look forward to working on this initiative with MSP and accept the estimated additional work (2173 hours) as well as the anticipated costs for programming services in the amount of \$249,895 as discussed in the *Amend Officer Daily/eCrash/eCitation Integration Project Contract* for this project.

I will continue to be the Project Manager for this project. Please do not hesitate to contact me should you require any further clarification.

Regards,

A handwritten signature in black ink, appearing to read 'Salman', with a stylized flourish at the end.

Salman Anwar
Phone: 888-949-3835 x 701
Email: salman.anwar@iyeTek.com



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

Project Title: Amend Officer Daily/eCrash/eCitation Integration	Period of Coverage: 7/1/13-6/30/14
Requesting Department: MSP-SSB-CVED	Date: 5 June 13
Agency Project Manager: LT Steven Horwood	Phone: 517-241-1661
DTMB Project Manager: Steven Goodhall	Phone: 248-505-5204

Brief Description of Services to be provided:

BACKGROUND:

Amend current contract to include Commercial Vehicle Enforcement Division CVED specific tables and edits to Edaily per objectives.

A critical component of the CVED Officer Daily is its use of data for budget reporting. Standard activity analysis is just one component of the Officer Daily. The amendment must include CVED reporting specifications as a primary function and be fully available at time of project sign-off.

The State of Michigan (SOM), through the Michigan Department of State Police (MSP), and Department of Technology, Management and Budget (DTMB), seeks to amend the acquired customized Software for the Officer's Daily (OD) that is integrated with electronic citation (eCitation) and the electronic crash (eCrash) reporting system. Complete with a Officer Daily Query Builder (ODQB) framework for Commercial Vehicle Enforcement division. The ODQB will provide the functionality for trained MSP staff to build queries on all of the data being collected in the new Officer Daily application. The ODQB will also provide a means to store queries in a library. Lastly, The SOM is requesting the vendor iyeTek Host and Manage the Officer's Daily Software after completion and deployment of the software.

The automated Officer's Daily application is designed to track Officers Daily activity and equipment in a systematic and reportable and retrievable format. The Officer Daily (OD) application is designed to be used on desktop computers, as well as mobile data computers (MDC). When there is access to the network, Officer Daily's Data is sent directly to the central database. However, when there is no network available data is stored on the MDC for later transfer. When an officer returns to a location (i.e. Post), he simply closes the OD application on the MDC and downloads the Daily Logs. The stored data is then retrieved and the Officer transfers and stores the information on a USB flash drive. When data is at rest, it is encrypted using FIPS 140-2 algorithm. The officer inserts the flash drive into a desktop computer, where network connectivity is available, and logs into the OD application. The application asks for confirmation and then uploads the OD from the flash drive to the central database on the network.

Troopers and Motor Carrier Officers can submit his/her daily for approval by entering time accounting and patrol hours and mileage allocations. All completed records are reviewed by a designated supervisor at the Post or worksite. The supervisor approves/rejects them based on the accuracy of information entered by the trooper/MCO. If rejected, the daily is sent back to the trooper/MCO for modifications and is resubmitted. If required a hardcopy of the daily report can be printed from the application.

Supervisors have access to an administrative portal. A Daily Reporting component is available for review of a single daily or for summary review of information using different filters. Filters available for creating summary review include: date range selection, district, worksite, shift, assignment, project detail, PCA, Index, county, township or project number. Other supervisor and administrative functions of the application include, missing

daily review, time accounting reports, user maintenance, and table maintenance of Post specific lookup tables. Also available is a Sync Lookup Tables process for downloading lookup tables from the central database to a desktop or flash drive for updating the MDCs.

The application is required to run in three different network connectivity modes; namely Connected, Disconnected and Limited mode. When there is no network connection available, the software will autonomously store the Data on the local computer or USB flash drive and continuously attempts to locate a connection so that it may transmit the Data to the Central repository, it does this until it receives confirmation of receipt from the central repository.

Query Building Framework, will allow MSP employees the capability to build queries on all of the data being collected in the new Officer Daily application. The ODQB will also provide the means to store queries in a library so that less experienced MSP staff will be able to select a pre-built query and modify parameters prior to running to obtain the desired results.

PROJECT OBJECTIVE:

The objectives of the Officer Daily project are:

Amend current contract objectives 1 through 7 and add 8-12.

1. Program and integrate the Officer Daily Program with CVED Daily tables and eCrash and eCitation programs.
2. Facilitate the creation of CVED Daily Reports in the mobile environment
3. Streamline the process for supervisors who approve Officer Daily's, Traffic Accidents and Citation Reports
4. Enhance the user interface of the Officer Daily Software to enable Troopers/MCO's to quickly enter required data.
5. Provide detailed information using various filters. Example-Division, District, Post, Assignment, user
6. Implement user level security features
7. Create a Query Builder Component to enhance Reporting Capabilities ADDED

Provide programing changes or allow data collection and distribution to MSP/DTMB to accommodate:

8. Supervisor edit function for subordinate dailies district wide and not post location specific
9. Show all subordinate submitted, rejected and pending review in supervisor admin screen
10. Amend contract to incorporate CVED data into database for Dashboard reporting
11. Allow or provide detailed budget reporting from CVED activity and special project data
12. Admin Command user must be able to see all data under their command without logging in to specific Post ORI.

SCOPE OF WORK:

The following is in scope:

- Development of a CVED Officer's Daily or module
- Customizing Officer Daily Software to fulfill MSP's functional requirement
- Integration with iyeCitation {eCitation) and iyeCrash {eCrash)
- Train the Trainers
- Assist MSP with implementation and installation until project is underway
- Provide a help desk support during implementation
- Provide documentation on configuration to allow for MSP to continue with implementation
- Hosting and Maintenance for Officer Daily Application

TASKS:

Technical support is required to assist with the following tasks:

1. Include CVED requirements into the current E-Daily.
2. Integrate CVED Requirements into e-Crash and e-Citation
3. Develop, test and implement an Export from the SQL Database hosted by the vendor and import into the Oracle database in the SOM Hosting Center.

DELIVERABLES:

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

Milestone 1:

1. Conduct JAD Sessions with MSP CVED and DTMB to confirm all Business Requirements.
2. Obtain sign-off for final Business Requirements from MSP CVED and DTMB.

Milestone 2

3. Prepare Architectural Model of the solution.
4. Design Graphical User Interface

Milestone 3

5. Update/Alter Database tables for E-Daily
6. Add new tables, stored procedures and triggers for MSP CVED additions

Milestone 4

7. Detail Golding Phase
8. Write Unit Test
9. Develop Webservices

Milestone 5

10. Code Edits/Modifications to Daily to meet CVED Daily Business Requirements
11. Develop Administrative Functions in Admin Portal

Milestone 6:

12. Develop Export Interface to SOM Database
13. Provide Data to MSP/DTMB for Dashboard testing and validation

Milestone 7:

14. Testing and Validation/De buggin of CVED Daily and Administrative Functions.

Milestone 8:

15. Finish and Sign-off of Project.

ACCEPTANCE CRITERIA:**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. Vendor staff supporting this project will be required

to undergo and extensive background check to include a Federal Background Check.

PAYMENT SCHEDULE:

Payment will be made on a Satisfactory acceptance of each Milestone. 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:

Katie Bower
MSP
CJIC
MSP HQ's 2nd Floor
333 S Grand Ave
Lansing, MI 48933
517-241-1661
bowerk@michigan.gov

The designated DTMB Project Manager is:

Steven Goodhall
DTMB
AS-DMVA/MSP
MSP HQ's, 4th Floor
333 S Grand Ave
Lansing, MI 48933
248-505-5204
GoodhallS1

AGENCY RESPONSIBILITIES:

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at MSP HQ's, 333 S Grand Ave, in Lansing, Michigan.

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.

Form No. DMB 234 (Rev. 1/96)
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 September 14, 2010
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B0200339

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR iyetek LLC 4664 Campus Drive, Suite 100 Kalamazoo, MI 49008 Email: salman.anwar@iyetek.com		TELEPHONE (888) 949-3835 Extension 701 Salman Anwar
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Barb Suska iyecrash and iycitation Software, Maintenance and Support		
CONTRACT PERIOD From: September 14, 2010 To: September 13, 2015		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

ESTIMATED CONTRACT VALUE: \$2,006,680.00.

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

CONTRACT NO. 071B0200339

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (888) 949-3835 Extension 701 Salman Anwar
iyeTek LLC 4664 Campus Drive, Suite 100 Kalamazoo, MI 49008 Email: salman.anwar@iyeTek.com		VENDOR NUMBER/MAIL CODE
Contract Compliance Inspector: Barb Suska iyeCrash and iyeCitation Software, Maintenance and Support		BUYER/CA (517) 241-3215 Steve Motz
CONTRACT PERIOD From: September 14, 2010 To: September 13, 2015		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are enclosed. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$2,006,680.00		

THIS IS NOT AN ORDER the terms and conditions of this Contract are enclosed. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Original contract was awarded on the basis of our inquiry bearing the RFP No. 071I0200201.

FOR THE VENDOR:

iyeTek LLC
Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature
Greg Faremouth, Director

Name
IT Division, Purchasing Operations

Title

Date



**STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations**

**iyeCrash and iyeCitation Software, Maintenance and Support
Michigan State Police
Criminal Justice Information Center**

Buyer Name: Steve Motz
Telephone Number: (517) 241-3215
E-Mail Address: motzs@michigan.gov



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DEFINITIONS

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
DTMB	Michigan Department of Technology, Management and Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
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.
RESERVED	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.



Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 Project Request

1. The State of Michigan (State), through the Michigan Department of State Police (MSP) and Department of Technology, Management and Budget (DTMB), seek to acquire iyeCrash and iyeCitation licenses, the State standard, for electronic Traffic Crash and Citation mobile computing, to be used by MSP officers throughout the State. The additional software, and associated maintenance and support, will allow officers to capture required data fields from the patrol car and transmit data to the appropriate State level database and/or court.

1.002 Background

1. The MSP is responsible for enforcement and traffic safety throughout the State, operating largely out of its approximately 80 posts and satellite sites. Enforcement often entails the issuance of citations (commonly referred to as “tickets”) that can be for multiple offenses on one citation. MSP issues approximately 200,000 citations per year. The Uniform Citation (UD-8) is a State standardized form used by all law enforcement agencies in the State. The Motor Carrier Uniform Citation (MC-08) is a slightly different State standardized form used by all law enforcement agencies to document commercial motor vehicle tickets. In addition, the MSP polices traffic crashes and, like citations, is required to use the standard State of Michigan Traffic Crash Report (UD-10) which captures data fields regarding crash information. The MSP polices approximately 52,000 crashes per year. Both the UD-8/MC-8 and UD-10 forms are currently completed almost exclusively on paper within MSP.
2. The MPS has been pursuing a mobile computing initiative and seeks 470 iyeCrash licenses and 570 iyeCitation software licenses toward this initiative. The State reserves the right to purchase additional licenses.
3. Currently, each agency or post usually forwards paper citation information to the respective court having jurisdiction for adjudication. In the new mobile environment, the MSP will need to be able to send electronic data to all courts within Michigan. Courts have many disparate records systems which can accept electronic submissions. This is done through separate interfaces between the law enforcement agency and the specific court or, in many cases, through an electronic submission to the State’s Data Exchange Gateway (DEG). From there, court case management systems, like the one supported by the State Court Administrative Office’s Judicial Information System (JIS), can download the citation data.
4. The Contractor must interface the iyeCrash and iyeCitation software with the MSP in-house developed and maintained Automated Incident Capture System (AICS) and Officer Daily System (OD) to eliminate duplicate entry of data and seamless reporting.

1.100 Scope of Work and Deliverables

1.101 In Scope

The following is in scope:

1. Software
2. Configuration / Installation Assistance
3. Training
4. Documentation
5. Maintenance and Support
6. Future Enhancements (includes additional services, software licenses, maintenance and support and training related to the iyeCrash and iyeCitation environment)

A 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

The Contractor is not responsible for MSP mobile computing connectivity or configuration, other than to configure the iyeCrash and iyeCitation software to the connectivity configuration developed by MSP.

The provision of all hardware - mobile computers, bar code readers, scanners, printers, etc. is the responsibility of the MSP.

1.103 Environment

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

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided by the Contractor must comply with all applicable State IT policies and standards. The Contractor awarded the contract must request any exception to State IT policies and standards in accordance with MDIT processes. The State may deny the exception request or seek a policy or standards exception.

1 Enterprise IT Policies, Standards and Procedures:

<http://www.michigan.gov/dit/0,1607,7-139-34305---,00.html>

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

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

2 Enterprise IT Security Policy and Procedures:

<http://www.michigan.gov/dit/0,1607,7-139-34305---,00.html>

The State's security environment includes:

- Single Login.
- Encryption Standards
- Secured Socket Layers
- SecureID (State Security Standard for external network access and high risk Web systems)

3 IT Strategic Plan:

<http://www.michigan.gov/dit/0,1607,7-139-30637-135173--,00.html>

4 IT eMichigan Web Development Standard Tools:

http://www.michigan.gov/documents/som/Look_and_Feel_Standards_302051_7.pdf

5 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>

6 Agency Specific Technical Environment

In addition to the above generic State information, the following information regarding the MSP technical environment will be relevant to the Contractor:

**MSP Mobile Computers**

The current mobile computing environment (laptops and MDCs being used in MSP patrol vehicles) includes: Panasonic: CF-25, 27, CF28, CF29 Toughbooks; Motorola's MW520, ML910, MW800, MW810s and a few OEMs and TacNets. In some areas MSP posts have partnered with local agencies and use locally owned laptops and mobile networks. MSP mobile connectivity is established through AT&T air cards using BioKey. For desktop connectivity, posts use a combination of T1, 512 K circuits and gateway to gateway VPN over broadband. [The State may upgrade hardware models due to life cycle replacement. The Contractors software shall perform on future hardware.](#)

MSP Security Considerations

MSP security considerations include a single sign on. The MSP network requires use of firewalls and all ports required for application function must be well specified. All data communications must be encrypted using at least 128 bit encryption, per Public Act 566 of 2006.

7 Contractor Specific Technical Environment

The Contractor shall provide IP block assignment, redundant firewalls that restrict ping, notifications from cert, updates of all security patches as released, regular updates of firewall rules, intrusion detection systems, anomaly detection systems, wireless-free network, virus scanning on all incoming and outgoing traffic and regular review of network traffic logs and statistics. Specifically, the Contractor will use an Anomaly and Intrusion Detection system (next generation online security technology) that relies on the Snort technology. Firewall protection is provided by Cisco PIX/ASA devices.

Encryption:

The Contractor will use current encryption security standards. The current standards are listed below:

- ▶ FIPS 140-2 SSL
- ▶ FIPS 140-2 CSP (Microsoft Cryptographic Service Providers)
- ▶ 128 bit encryption, per Public Act 566 of 2006

Firewalling Technology:

All servers are placed behind firewall technology configured to provide minimum access and maximum protection. In addition, port scanning tools are in place to make sure that these measures are always operating at maximum efficiency.

Advanced Logging:

The logging system monitors and records every action taken within the Contractor. This system not only ensures that an activity is being logged, but it also helps make sure that Contractor's security perimeter is never breached. In addition to denying access to unauthorized visitors, Contractor security personnel are notified of any questionable activity.

Physical Security (Data Center) :

The Contractor will maintain 2 secure high availability Data Centers. These data centers sit across 2 different power grids with back – up power and redundant high bandwidth network providers to deliver a high availability, always – on computing infrastructure for our clients. The servers will be under constant supervision. Also, there is 24 hour video surveillance, secured equipment cabinets, climate control, fire suppression, and diesel generator backup systems mean that the Contractor's servers are not only secure, but will remain in operation, even in the worst conditions.

The Contractor shall notify the State immediately of any failures of either the primary or backup facility.

Session Timeouts:

Sessions will expire after a period of inactivity. This ensures that user sessions are not left idle for an unauthorized person to begin using.

Strict Password Rules:

Strict password conventions will be exercised, preventing users from choosing common or easy words to figure out.

**Failed Login Attempts:**

The Contractor will monitor login attempts and acts swiftly when consecutive login attempt failures occur. This may be a trooper who forgot their password, but it could also be a hacker trying to break in. When this occurs, the Contractor will shut down login ability to the user and the Contractor's security personnel will be notified.

IP Address Monitoring:

All activity within the Contractor's system is tracked by the originating IP address. This IP address information can be used to not only disable user access, but also track user activity within the system.

Two factor Authentication:

The Contractor will use two factor authentication to ensure that a user has been authorized to access secure systems.

Identity Management System:

If MSP requires, the Contractor will configure applications to use Novell iChain/Access Manager to achieve single sign on capabilities when used on a computer that is connected to access MSP's network.

8 General Data Requirements

The Contractor agrees to the following:

1. To transfer complete, accurate and timely crash data to the State. Definitions are as follows:
 - a) Complete Data: All required data fields in each record type are populated with the most recent crash data submitted by the trooper.
 - b) Accurate Data: Crash data submitted is accurate and true based on trooper input and data edit requirements.
 - c) Timely Data: Crash data is submitted to the State within 72 hours from the date and time of the crash report being approved by the supervisor.
2. In the event of a breach of secure information the Contractor is required to contact the MSP-CJIC Director immediately and not to exceed more than 24 hours of said breach. For the purposes of this Requirement, a breach is defined as:
 - a) Unencrypted personal identifying information is acquired by an unauthorized person.
 - b) The Contractor reasonably believes that an unauthorized person has acquired personal identifying information.
 - c) The Contractor is required to contact any persons affected by said breach via (1) written notice or (2) e-mail or (3) web site posting and public media release within 5 days of said breach.
3. To ensure wherever information is collected, stored or disseminated, the following security requirements are complied with:
 - a) The Contractor will be responsible for ensuring the data is stored in a secure environment and submitted on a nightly basis from when the report is approved by a supervisor.
 - b) Institute and document a policy to prevent unauthorized attempts by all parties (including any third party that The Contractor may rely on in delivering services to MSP) to penetrate the system and the Crash/Citation data information.
4. To retain iyeCitation and iyeCrash Report Data for 7 years from the date of issuance by troopers.

1.104 Work and Deliverable**1. Software**

The MSP requires 470 iyeCrash licenses and 570 iyeCitation licenses, which are the current State Standard. The Contractor shall provide the most current version versions available. Although the number of licenses to be purchased has been stated, the State desires to be able to purchase additional licenses on an incremental basis as needed. The State desires to be able to purchase the iyeCrash software without the iyeCitation software and vice versa.



The software shall include a LEIN query, contain the fields currently on the paper UD-8 / MC-8 and UD-10 forms, the specified edits, create an output paper "form," and generate the required reports.

This table highlights some of the key features available within the Contractors solutions:

Functionality	Description
Client connections (wireless/wired)	Supports both options
Currently supports the state's UD10, UD8, & MC8	Supports legacy and new UD10E form
Methodology for troopers to fill out crash reports/citations	Data Entry with touch screen capabilities if available.
Automated data field population	From existing LEIN interface or swipe reader
Data exchange between crash and citation plugins	Data can be imported between forms.
Error validation	Based on TCRS requirements
Approval workflow	Multi-layer workflow process is available based on individual post's policies.
Notification service (fatal notifications)	In the event of fatal notification client can send message or information to other parties or systems
Report transfer (troopers and post)	Ownership of reports may be changed by supervisor
System supports officer safety	Swipe readers are used to automate driver license lookup. Text-to Speech engine is used to speak back critical responses for officer safety.
Driver history lookup	Based on driver license, the system performs a prior history lookup across all agencies.
Functionality to support the State required crash diagram	An existing integrated diagramming tool to create accurate diagrams easily.
Functionality to locate where the incident occurred (long/lat coordinates)	Ability to integrate with Microsoft Map point and Google mapping database via web services and API compatible GPS hardware devices to collect geo-codes
System upgrade process including bug fixes and patches	Hands-free upgrades via the network on login to the application.
Crash data transmittal to the state central repository	After a report is approved by a supervisor, crash data is submitted to MSP TCRS repository.
Administration of agency information	Available through web based administration portal
Adding/deleting agencies	Available through web based administration portal
Vehicle make/model/VIN/registration checks	From existing LEIN interface

The following are all the deliverable Software Components that will be provided to MSP through this Contract. At the time of delivery, the most current compatible version of each component will be provided to MSP. Furthermore, regular updates will be covered under the initial warranty and subsequently through the annual maintenance plan. State will not be required to purchase or use any additional software for proper functioning of any of the software listed below.

iyecitation:

An electronic ticket writing solution that is highly scalable and flexible catering to the needs of a Michigan State Police, iyeCitation is way of writing civil infractions, and misdemeanors (UD-8). The Contractor also has a commercial motor carrier citation form (MC-8) that will be customized to meet all of MSP's business requirements. Troopers can write citations in a matter of minutes with a few clicks on their mobile computers or handheld devices and therefore may return to their service quicker. (See Figure 1 & Appendix A) iyeCitation is completely integrated with a State's Law Enforcement Information Network, allowing troopers to simply swipe



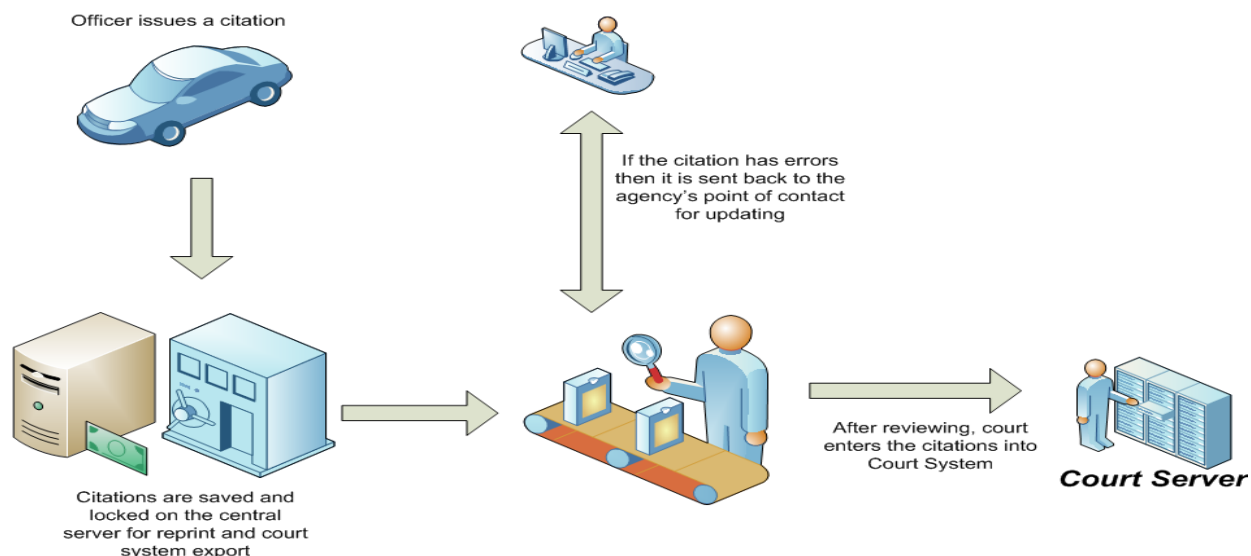
the license of the offender and automatically fill all offender fields. iyeCitation increases officer safety. The information obtained from the Secretary of State (SOS) / Department of Motor Vehicle (DMV) is read back to the officer allowing the officer to maintain visuals on the offender, vehicle and road while completing the citation. In addition, the Trooper will be immediately warned if there are any LEIN, NCIC or FBI warnings related to the vehicle or offender.

Important facts about the iyeCitation software:

- iyeCitation has a built-in *interface* to quickly reprint citations at a later time by the Records Division and or Courts.
- iyeCitation has a built-in *auto-numbering* application that manages and distributes Citation number/Crash report numbers using a smart server based database, each Post can formulate number ranges based on number of variety of criteria.
- iyeCitation has the built-in ability to provide audible *voice responses* using a state of the art text to speech engine provided by Microsoft which works in conjunction with industry leading mobile data software to analyze all of the data return from a mobile query and then can be read back to the trooper in a clear voice allowing the trooper to maintain visuals on the offender, the vehicle, and the road while completing the Citation/Crash Report.

This Contract includes licensing for applications to run in three different network connectivity modes; Connected, Disconnected and Limited mode. When there is no network connection available the software automatically stores Citation and Crash Report Data on the local computer or USB flash drive and continuously attempts to locate a connection so that it may transmit the Data to the Central repository. The system continues to monitor until it receives confirmation of receipt from the central repository. (Note: In the case of Posts above M-55, the application will be configured not to search for connectivity as application will be running on a disconnected mode through a USB flash drive). Furthermore, the last 30 days of data activity is archived on the Local Computer or USB Flash Drive before it is purged to ensure data delivery to all the required databases. This setting can be customized by the individual post, according to their specific requirements/standards. The Contractor only requires 200 MB of disk space on the USB flash drive to run the iyeTek applications, therefore the same flash drive can be used by other applications or as a data storage device if needed by the troopers. This Contractor will include interfaces to industry leading mobile software's which include but are not limited to; Motorola Premier MDC, Motorola Premier One, Core Talon, Bio-Key, New World System, Intergraph, Tritech, VisionAir, Tiburon and finally iyeTek message switch.

Figure 1



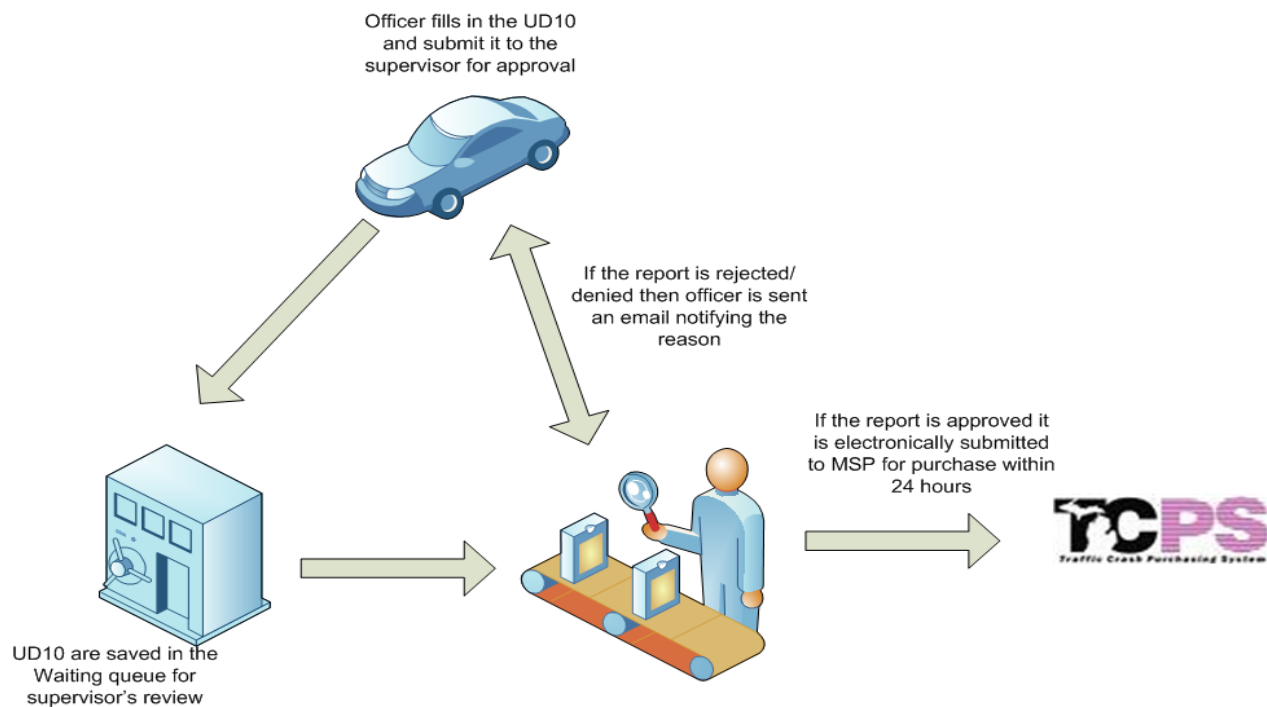
iyecrash:

A State certified Crash Reporting System (UD-10) that captures crash data quickly and efficiently. With iyeCrash, electronic data is effortlessly exported to Traffic Crash Reporting Unit. iyeCrash is a complete package for capturing Traffic Crash Reporting data and submitting it to MSP central repository. (See Figure 2 &



Appendix B) The Contractor is in compliance with MSP's "Vendor/Agency Electronic Certification Guide, July 2010" and will transmit all crash data and edits as collected through this project to the TCRS central repository. Troopers have the ability to swipe or scan a driver's license of any involved party within the vehicle. The information stored on the magnetic strip or barcode of the driver's license can be imported into the relevant fields of the crash report. Troopers can also utilize LEIN application by running SOS inquiries in their preferred mobile application. The Contractor application can also import offender and vehicle information to fill appropriate fields on the crash report. As reports are being created on iyeCrash the application inherently validates the data entered according to the rules and guidelines set forth by Michigan's Traffic Crash Reporting Unit. This system comes with an integrated diagramming tool which is simple to use, and requires no additional software or licensing. Once the report is completed by the officer, the e-report becomes available to individual post's supervisors for their approval. These reports are then processed and submitted to central repository on a nightly basis.

Figure 2



iyAPI:

iyAPI provides middleware integration between various levels of applications installed on the device/laptop to suit these demands. iyAPI allows RMS (e.g. AICS) vendors to receive parsed SOS/LEIN/UD-10/UD-8/MC-8 information and any other data element collected or processed through the Contractor's applications, which they can use to auto-populate their master name screens, through secured protocols that are pre-negotiated between trusted industry-leading vendors utilizing encryption keys. Furthermore iyAPI will enable MSP developers to receive Crash Reports and Citation Forms data including rendered PDF into their host application. By using iyAPI, Troopers will be able to quickly fill in Daily Activities/RMS screens.

Court /RMS Export Interface:

The product must utilize existing interfaces to multiple court systems within the State and be able to send electronic citations directly to the applicable court.

Export Interface enables posts to electronically transfer the data from the Electronic Citation/Crash Report to any back-end database system, including Court Case Management Systems and Records Management Systems (AICS). Once the citation/crash report is printed and saved, a data file is created (in any format requested, including XML, JXML, CSV, fixed length, etc.) with the information that needs to be entered into the back-end database system (or multiple files are created if the data needs to be transferred to multiple databases). This file is electronically transmitted to the appropriate RMS and/or Court system utilizing the



established network connection. The designated back-end vendor provides an upload script to import the data into their system. This further eliminates the need for data entry clerks to transcribe data from citation/crash reports.

(Note: The Contractor will transform data in the required format of the back-end vendor. However at times there is a cost by the back-end vendor to provide scripts to load this information, which the Contractor will not be held responsible for. In Michigan the most popular court interface JIS available in more than 75% of the District Courts) does not require any additional fee to import citation data. However, there are some courts that use a system like JMS, or Quad-Tran, etc...that have historically charged the Courts to import data if they want to create a streamlined efficient process. These fees are typically paid by the District Courts to realize the benefits of electronically importing into their Court Management System. In other words the Courts will always have access to Citations issued by the troopers, however if they want the ease of electronically importing this data into their systems they can acquire an interface to do such.)

Web Admin Portal & Reporting Software:

Web Admin Portal software provides a complete reporting and workflow system. Standard and Ad-hoc Reporting Capabilities are built-in, users can create unlimited customized reports, and establish standardized reports that are most often used by Post personnel. Post personnel can create customized reports by selecting the applicable time-frame and data elements, and will be given instant access to reports listing statistical trends, trooper activity etc. The post will also have the ability to change code tables utilized within their jurisdiction. Furthermore, any Citation or Crash report that is issued is sent electronically to a central repository for supervisors to process the data, and is easily transmitted to MSP's central databases. This option enables Post's Management, Court Administrators, and all back-office personnel to print clear, duplicate copies of tickets from any location on the post's network, saving time and increasing efficiency throughout the Posts. These printouts will replicate the exact Citation/Crash Report that was issued in the field.

LEIN Interfaces:

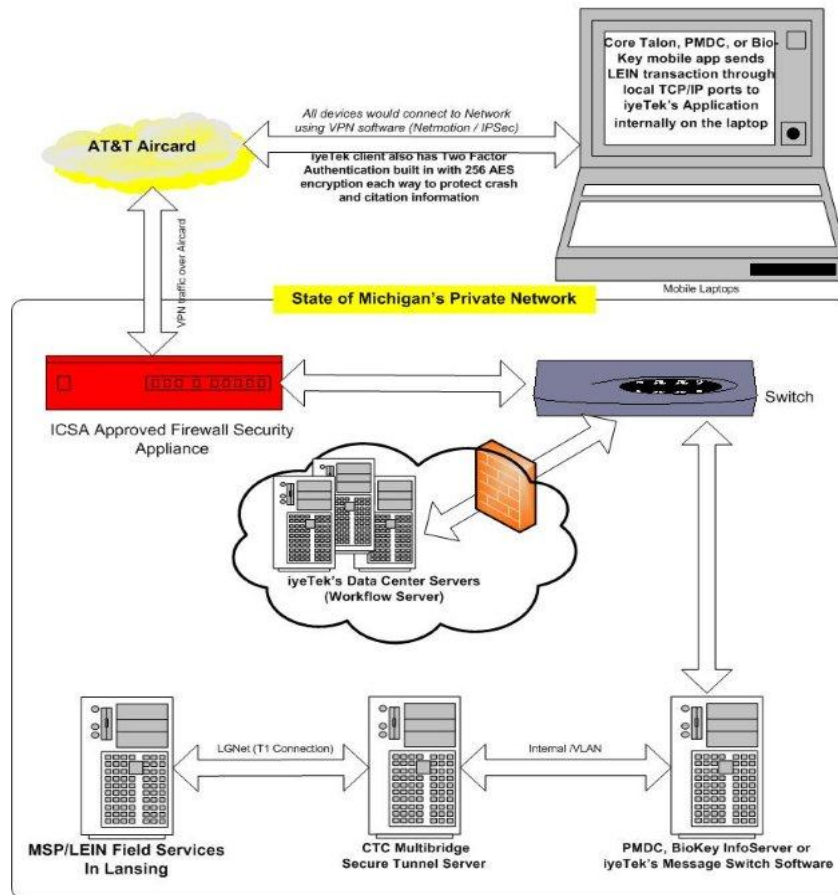
The Contractor has the ability to connect to LEIN through a variety of methods, some of the connection options that are currently in place in several agencies in the State at the moment are stated below;

- a) Bio-Key API (e.g. If a trooper is using Bio-Key mobile application in the laptop, then the Contractor relies on Bio-Key to share information with the iyeTek application through their API)
- b) PMDC API (e.g. If Motorola Premier MDC is being used then the Contractor receives LEIN information through a "message.log" file from within the laptop.)
- c) Core Talon Hooks API (Core provides LEIN responses using XML data through TCP/IP port on the local computer.)
- d) New World Systems API (the Contractor subscribes to LEIN responses through their published API using local sockets on a computer.)
- e) Direct connection from iyeTek's message switch to Core Multibridge Server (This option requires message switch software to be installed inside States private network that will communicate with CORE Multibridge tunnel which talks to LEIN Fields Services Server, at MSP.)

If an agency uses iyeTek's Message switch, LEIN data is received through communication between iyeTek Message switch and the LEIN Fields Services Server. In the case that an agency uses a third party software (e.g. Core Talon, Bio-Key, PMDC, etc.) then the Contractor receives data from the LEIN client installed on the computer/laptop. For example, as a trooper runs any LEIN transactions in his/her mobile client of choice the responses are automatically received by the Contractor's LEIN interface window through their API, and is used to auto populate the crash & citation forms.



Mobile Interface Details



2. Configuration / Installation Assistance

Upon purchase of the licenses, the Contractor will work with the MSP and DTMB to test the application's functionality within all mobile configurations that are being used by the MSP. The Contractor is responsible for configuring the application to perform within the identified configurations.

The Contractor will provide an efficient means to install the application which requires minimal hands on and technical expertise to install. The Contractor will provide assistance as needed so as to accomplish installation after the training described below has been performed.

The Contractor will provide three types of installer for LESS framework namely;

- Media based installer (Wizard based graphical user interface is displayed)
- Single exe file base installer (can be configured to do a silent install with minimum human intervention)
- Manual script based installer
- Software completely installed on a USB flash drive

3. Training

The Contractor shall provide hands on training for 15 subject matter expert users within the department. The Contractor will conduct "train the trainer" sessions for troopers- these sessions will be located at MSP District at times convenient for each of the Posts. Upon completion, troopers will be technically proficient and keenly aware of the new tactical implications of using this technology in their patrol vehicles. Location for these trainings will be determined based on number of attendees and computers available.



The Contractor provides each participating Student with a fully bound training manual that becomes property of MSP District Posts. Furthermore, The Contractor will continue to address any issues and concerns until the successful implementation is complete. Contractor will work with each Post, through interoperable communications. Each Post would assign a representative to interact with the Contractor's Project Manager from the time of deployment until the successful implementation of Electronic Citation/ Crash Reporting. This point of contact will discuss any issues that may arise in the deployment process for the betterment of submitting data electronically.

The State will utilize this training and capture screen shots to create a basic user on-line training program for both crash and citation licenses, to be posted on the MSP Mi-Train site.

The Contractor shall provide system administrator and technical training for up to 15 people sufficient enough so that at the conclusion DTMB staff shall be able to configure, load, and maintain the application, if necessary.

The Contractor shall provide updated training on upgrades and modifications of the application that affect end-user functionality at no additional cost to the State as part of the maintenance agreement. Such additional training shall comply with the initial training requirements.

Training modules shall become the property of the State.

4. Documentation

The Contractor shall submit a minimum of two copies of the following documentation in electronic and hard-copy formats:

- a. user manuals,
- b. technical manuals,
- c. system-wide specifications
- d. installation procedures,
- e. user guide,
- f. system administrator manual,
- g. configuration documents and
- h. network specification documentation

The Contractor shall provide documentation updates as additional capabilities, enhancements, or improvements are made to the application during the term of the Contract, software license, and maintenance agreement.

The documentation of features shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.

All documentation is to be organized in a format and approved by the State that facilitates updating and allows for revisions to the documentation to be clearly identified including the three previous versions.

The Contractor must notify the State of any discrepancies or errors outlined in the application, operations, and user documentation.

5. Maintenance and Support

The Contractor shall maintain the database that will be used for initial collection of data, routing, and generating reports.

The Contractor shall make maintenance of the application available on an annually renewable basis.

The Contractor shall provide one point of contact to report system malfunction.

The software maintenance agreement must include all future software updates, changes, modifications and repairs without further charge.



Support shall be available during business days from 8 a.m. to 5 p.m. The Contactor shall be available by telephone during these times and shall perform whatever travel or task is necessary to ensure the system regains operations not longer than 72 hours after operations were suspended due to application failure. The Contractor shall perform whatever travel and tasks necessary to ensure the system regains operations.

When additional investigation is required to resolve an issue, the Contractor support will work with the customer until the issue has been resolved and the customer is 100% satisfied. All maintenance described above shall be performed by qualified personnel who are familiar with the system.

Contractor will provide web-enabled troubleshooting and FAQ customer service support is available through an online help desk system which can be accessed at <http://helpdesk.iyeTek.com>.

For the first year and all subsequent contract years, the following services shall be provided for the current version and one previous version of any Software provided with the deliverables:

- a. Material Defects. The State shall be notified of any material errors or defects in the deliverables known, or made known to Contractor from any source during the contract term that could cause the production of inaccurate, or otherwise materially incorrect, results and shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
- b. Updates. All new releases and bug fixes (collectively referred to as "Changes") for any software deliverable developed or published by the Contractor and made generally available to its other customers at no additional charge shall be provided to the State at no additional charge.
- c. Error Correction. Upon notice by the State of a problem with the Software application (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem shall be made.

The Contractor agrees that any contract resulting from this procurement may be migrated to a centralized contract for software and associated services, without diminishing, altering or extinguishing any rights the State has under the terms and conditions of this contract.

Maintenance and support shall commence at the end of the warranty period. The warranty period shall run from the beginning of this contract until September 30, 2011. The warranty shall include:

- a. A written warranty for all products and services resulting from this Contract.
- b. All configurations covered by the manufacturer's standard warranty.
- c. The Contractor shall assign all third party warranties for deliverables to the State.
- d. Any upgrades of the software made during the warranty period supplied at no additional cost.
- e. During the warranty period, the Contractor must correct any element of the system which fails to perform in accordance with the requirements of this Contract, at no cost to the State. Corrective action by the Contractor shall include, but is not limited to, redesigning, repairing or replacing the nonconforming element.
- f. The software is free from imperfections in design and free from any and all defects and is able to perform continuously and satisfactorily under normal operating conditions.
- g. The Contractor shall be responsible for all labor and travel expenses during the warranty period.

6. Future Enhancements

The State may purchase additional services, software licenses, maintenance and support and training related to the iyeCrash and iyeCitation environment from the Contractor for up to \$575,000.00 over the life of the contract. The pricing for additional licenses, maintenance and support and services are provided in Attachment A.



Services will be dependent upon mutually agreed upon statement(s) of work between the Contractor and the State of Michigan. Once agreed to, the Contractor shall not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this contract.

The State reserves the right to purchase additional software licenses, maintenance and support, services and training.

1.200 Roles and Responsibilities

1.201 Contractor Staff, Roles, and Responsibilities

General Contractor Responsibilities

- Provide normal services Monday through Friday, 8:00 a.m. to 5:00 p.m. EST
- All personnel provided by the Contractor shall be subject to the rules, regulations, approval, and policies of MSP
- Replace all employees whose work was found to be unsatisfactory within five (5) business days of notification
- As required, attend and conduct program meetings using appropriate and most effective communication methods
- Provide responses to program-related questions and issues

Contractor Maintenance Responsibilities include the following

- Support the application in any technical capacity necessary to ensure proper functionality
- Provide help desk support for handling inquiries and problems
- Implement timely resolutions to problems, traveling to FSD facilities as needed

The Contractors Single Point of Contact (SPOC) shall perform the following duties:

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

Contractors Single Point of Contact

Name: Salman Anwar

Phone Number: 1(888)949-3835 ext. 701

Email: Salman.Anwar@iyeTek.com

Address: 4664 Campus Drive Suite 100, Kalamazoo MI 49004, U.S.A.

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.

B. On Site Work Requirements

1. Location of Work

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

- Maintenance and Support Activities: MSP Headquarters
333 South Grand Avenue
Lansing MI 48933

Or at Contractors Location at 4664 Campus Drive,
Suite 100. Kalamazoo, MI 49008

- Future Services: To be mutually agreed upon and identified in future Statement of Work

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. 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:

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

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

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

1.202 State Staff, Roles, And Responsibilities

DTMB Project Manager

Dave Roach
Michigan State Police
333 S. Grand Ave.
Lansing, Michigan 48933
Email: RoachD2@michigan.gov
Phone: 517-241-2254

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

Barb Suska
Contract Administrator
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
SuskaB2@michigan.gov
517-335-4067

State Maintenance Responsibilities

- Provide a technical production support team available for transition activities
- Provide a first level help to its users

1.203 Other Roles And Responsibilities - RESERVED

1.300 Project Plan

1.301 Project Plan Management

The Contractor shall develop a deployment schedule for installation / configuration that will be mutually agreed upon by the Contractor and the State.

A preliminary deployment schedule for installation/configuration has been provided below:

**Timeline of implementation:**

(Note: This timeline is an example of a typical deployment schedule, actual dates and times will vary, actual schedule/dates will be mutually agreed upon by MSP and the Contractor).

COTS (Commercial off the Shelf) Solutions:	Software Available for Operation by:
iyecrash	30 days after Contract Approval *
iyecitation	45 days after Contract Approval *
iyecapi	30 days after Contract Approval
Web Admin Portal Software	14 days after Contract Approval
Court/RMS interfaces	30 days after Contract Approval

*Date on which Configuration and Implementation will be completed for all MSP Districts.

Deployment of the Contractor's software solutions will occur in two phases, the following are the details related to deployment:

PHASE 1: iyeCrash Software Configuration and Implementation

Task	Software Configuration*	Go Live Date**
All Posts in District 1	One Week	One Month after Software Configuration
All Posts in District 2	One Week	One Month after Software Configuration
All Posts in District 3	One Week	One Month after Software Configuration
All Posts in District 5	One Week	One Month after Software Configuration
All Posts in District 6	One Week	One Month after Software Configuration
All Posts in District 7	One Week	One Month after Software Configuration
All Posts in District 8	One Week	One Month after Software Configuration

*Note: Software configuration is the process of translating and mapping of post specific available drop down values which include Hospital, and Ambulances codes, pre-drawn diagrams of intersections that have high crash rates.

** Dependent on Department of IT's ability to distribute and install software on Post's Computers and available laptops in the field. The Contractor will be available to provide support during the installation process, if required. (See section on Support)

PHASE 2: iyeCitation Software Configuration and Implementation

Task	Software Configuration*	Go Live Date**
All Posts in District 1	One Week	45 days after Software Configuration
All Posts in District 2	One Week	45 days after Software Configuration
All Posts in District 3	One Week	45 days after Software Configuration
All Posts in District 5	One Week	45 days after Software Configuration
All Posts in District 6	One Week	45 days after Software Configuration
All Posts in District 7	One Week	45 days after Software Configuration
All Posts in District 8	One Week	45 days after Software Configuration

*Note: Software configuration is the process of translating, mapping and routing of offense codes for the citations to be able to be exported to the District Courts.

** Go live date is dependent on MSP's ability to install printers in the Vehicles

1.302 Reports

The Contractor shall provide monthly updates on the status of deployment of the software.

The Contractor has incorporated communications management planning within the project initiation phase of our project management methodology. During the project initiation phase, the Contractor's project manager works with the project team and client to begin developing the communications plan. The primary objective of the communications plan is to determine the information and communication needs of the project stakeholders. The plan defines who needs what information, when it's needed, and how it will be provided. Communication is not a single event, but an on-going process leading to, during, and after implementation. Therefore, the communications plan and matrix is reviewed regularly throughout the project's lifecycle, and updated when necessary to ensure accuracy in project communications. Therefore, the Contractor shall provide monthly updates on the status of deployment of the project outlining the progress of the project to the Project manager.



1.400 Project Management

1.401 Issue Management

The Contractor will be responsible for adhering to the State's Issue Management processes for issues related to the Contractor's solution and staff. The Contractor responsibilities may include but not limited to the following:

- a. Identify, document and communicate project issues to the CJIC Project Manager.
- b. Analyze the impact of project issues.
- c. Provide resolution of project issues.

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 will be responsible for adhering to the State's Risk Management processes for issues related to the Contractor's solution and staff. The Contractor responsibilities may include but not limited to the following:

- a. Identify, document and communicate project risks to the MSP Project Manager.
- b. Analyze the impact and develop action and contingency plans of project risks.
- c. Monitor and control project risks, including documentation and communication.

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

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

1.500 Acceptance

1.501 Criteria

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

The State will work with the Contractor to confirm that all deliverables have been completed in accordance with agreed upon plans and contractual terms.

1.502 Final Acceptance – See Attachment A for payment schedule.



1.600 Compensation and Payment

1.601 Compensation and Payment

Attachment A - Pricing

For authorized Product, Services and Price List, see Attachment A.

Price Term: All prices provided in Attachment A are firm for the entire length of the contract.

Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

Method of Payment

Maintenance and support charges will be paid annually and in [arrears](#), following the warranty period. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

If additional software licenses including Maintenance and Support are purchased, the vendor will pro-rate the maintenance to co-terminate with the current maintenance schedule end date.

Travel

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

Invoicing - Contractor will submit properly itemized invoices to "Bill To" Address on Purchase Order. 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; and period of coverage
- 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.



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of five (5) years beginning on **September 14, 2010** through **September 13, 2015**. All outstanding Purchase Orders must also expire upon the termination (cancellation 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, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

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

2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. 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 assumes no liability 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), approved and 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 will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, 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 also specifically contained in that Purchase Order or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will 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, which may be modified or amended only by a formal Contract amendment.

**2.007 Headings**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 Form, Function & Utility

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section

2.020 Contract Administration**2.021 Issuing Office**

This Contract is issued by the Department of Management and Budget, Purchasing Operations and State Police (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:

Steve Motz
Buyer
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
motzs@michigan.gov
517-241-3215

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:

2.023 Project Manager

The following individual will oversee the project:

DTMB Project Manager

Dave Roach
Michigan State Police
333 S. Grand Ave.
Lansing, Michigan 48933
Email: RoachD2@michigan.gov
Phone: 517-241-2254

MSP Project Manager

F/Lt. Joel Allen
Michigan State Police
333 S. Grand Ave.
Lansing, Michigan 48933
Email: allenj@michigan.gov
Phone: 517-241-2160
Fax: 517-241-1644

The State Project Manager's will be responsible for the State's infrastructure and coordinate with the Contractor.

The DTMB and MSP Project Manager's will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various Post commanders
- Facilitate communication between different State departments/divisions
- 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
- Appoint Point of Contact at each District

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, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the 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, and before commencing performance of the requested activities, that it believes the requested activities 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, not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such services or providing such deliverables, the Contractor shall notify the State in writing that it considers the services or deliverables to be an Additional Service/Deliverable for which the



Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable. If the Contractor does so notify the State, then such a service or deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

- (1) **Change Request at State Request**
If the State should require 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 it be of the opinion that this 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 will 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 must 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 must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of 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: Steve Motz
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:
iyeTek LLC
Attention: Salman Anwar
4664 Campus Drive
Suite 100
Kalamazoo, MI 49008



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 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 must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will 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 must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will 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 must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

**2.034 Website Incorporation**

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will 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 must 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

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in 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 will 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 will 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.



- (c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d) All invoices should reflect actual work done. Specific details of invoices and payments will 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 will 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) will 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 any 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 will 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 will be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to 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 will 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 will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (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 will 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 will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, 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 will 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 will 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 will 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 will provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor will 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 must 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 will 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 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 will 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 will 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 will 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 will 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 will provide only the equipment and resources identified in the Statements 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 must 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 will 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 will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will 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 will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will 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 will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will 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 will 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 24 hours of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI DATA Security 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 will contact the Department of 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, will 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 will continue to treat cardholder data as confidential upon contract termination.

The Contractor will provide the Department of Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor will advise the Department of 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 will provide a time line for corrective action.

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses and will 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 will 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 will (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 will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions in this Section will 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 will 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 must 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 must 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 must 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 must 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 must 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 must 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 must 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 must 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 will meet to review each audit report promptly after issuance. The Contractor will 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 must 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 must 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 will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State will 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 Management and Budget, Purchasing Operations.

2.122 Warranty of Merchantability

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

2.123 Warranty of Fitness for a Particular Purpose

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

2.124 Warranty of Title

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

**2.125 Equipment Warranty**

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

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

Within five (5) business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

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

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

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

2.126 Equipment to be New

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

2.127 Prohibited Products

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

2.128 Consequences for Breach

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

2.130 Insurance**2.131 Liability Insurance**

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.



All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

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

- ☒ 1. Commercial General Liability with the following minimum coverage:
- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit

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

- ☒ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

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

- ☒ 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- ☒ 4. Employers liability insurance with the following minimum limits:
- \$100,000 each accident
 - \$100,000 each employee by disease
 - \$500,000 aggregate disease

- ☐ 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 coverage afforded under the policies WILL 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 Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to



any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 Continuation of Indemnification Obligations

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under this Contract.

- (a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense



and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State will 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 will 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 cause 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 the 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 will 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 will 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 will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to



- mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to 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 **Sections 2.141, 2.142, 2.143, 2.144, and 2.145**.

2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

**2.173 Contractor Information Transition**

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 Transition Payments

If the transition results from a termination for any reason, the termination provisions of this Contract must govern reimbursement. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, complete any pending post-project reviews and perform any others obligations upon which the State and the Contractor agree.

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work**2.181 Stop Work Orders**

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. 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 2.180**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must 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 must be deemed to be a termination for convenience under **Section 2.153**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination



settlement. For the avoidance of doubt, the State is not 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 must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DTMB, or designee, for the purpose of attempting 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 in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must 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 will 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 will 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, must 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 will 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 will 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 will 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 the that the damages to the party resulting from the breach will 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 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 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, must 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 must 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 must 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

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the office responsible for enforcement of the wage rates and fringe benefits. You 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 must 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 must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability**2.221 Limitation of Liability**

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or 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 which ever 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 must 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) must 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 must 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 will be deemed to satisfy the requirements of this Section.

If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and



- (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor must 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 must 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 must 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 must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must 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 must 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 must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreement (SLA)

- (a) SLAs will be completed with the following operational considerations:
 - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
 - (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
 - (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.



- (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
 - (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 - (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

2.243 Liquidated Damages - 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 will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.



2.250 Approval of Deliverables

2.251 Delivery of Deliverables

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

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

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

2.252 Contractor System Testing

Contractor will be responsible for System Testing each Custom Software Deliverable in Contractor's development environment prior to turning over the Custom Software Deliverable to the State for User Acceptance Testing and approval. Contractor's System Testing shall include the following, at a minimum, plus any other testing required by CMM Level 3 or Contractor's system development methodology:

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

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

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

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

2.253 Approval of Deliverables, In General

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



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

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

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

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

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

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

2.254 Process for Approval of Written Deliverables

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



2.255 Process for Approval of Custom Software Deliverables

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

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

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

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

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

2.256 Final Acceptance

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

2.260 Ownership

2.261 Ownership of Work Product by State

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

2.262 Vesting of Rights

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



copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

2.263 Rights in Data

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

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

2.264 Ownership of Materials

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

2.270 State Standards

2.271 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes

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

2.280 Extended Purchasing

2.281 MiDEAL (Michigan Delivery Extended Agreements Locally)

THIS CONTRACT WILL BE MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES AND AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS.

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, 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. As a result of the



enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.

In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. The Contractor must submit invoices and pay the authorized MIDEAL member on a direct and individual basis according to contract terms.

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 Contract.

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 will supply Contract Services and Deliverables 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 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 must 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 must provide a



safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must 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 must 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 must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must 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 must 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 must 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

2.301 Software

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

2.302 Hardware - RESERVED

2.310 Software Warranties

2.311 Performance Warranty

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of (90) ninety days. In the



event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

2.312 No Surreptitious Code Warranty

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

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

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

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

2.313 Calendar Warranty

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

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

2.314 Third-party Software Warranty

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

2.315 Physical Media Warranty

Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than (30) thirty days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

**2.320 Software Licensing****2.321 Cross-License, Deliverables Only, License to Contractor**

The State grants to the Contractor, the royalty-free, world-wide, non-exclusive right and license under any Deliverable now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the Deliverables and exercise its full rights in the Deliverables, including, without limitation, the right to make, use and sell products and services based on or incorporating such Deliverables.

2.322 Cross-License, Deliverables and Derivative Work, License to Contractor

The State grants to the Contractor, the royalty-free, world-wide, non-exclusive right and license under any Deliverable and/or Derivative Work now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the Deliverables and/or Derivative Work and exercise its full rights in the Deliverables and/or Derivative Work, including, without limitation, the right to make, use and sell products and services based on or incorporating such Deliverables and/or Derivative Work.

2.323 License Back to the State

Unless otherwise specifically agreed to by the State, before initiating the preparation of any Deliverable that is a Derivative of a preexisting work, the Contractor shall cause the State to have and obtain the irrevocable, nonexclusive, worldwide, royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute internally or externally, sell copies of, and prepare Derivative Works based upon all preexisting works and Derivative Works thereof, and (2) authorize or sublicense others from time to time to do any or all of the foregoing.

2.324 License Retained by Contractor

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

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

The State may copy each item of Software to multiple hard drives or networks unless otherwise agreed by the parties.

The State will make and maintain no more than one archival copy of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The State may also make copies of the Software in the course of routine backups of hard drive(s) for the purpose of recovery of hard drive contents.

In the event that the Contractor shall, for any reason, cease to conduct business, or cease to support the Software, the State shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

2.325 Pre-existing Materials for Custom Software Deliverables

Neither Contractor nor any of its Subcontractors shall incorporate any preexisting materials (including Standard Software) into Custom Software Deliverables or use any pre-existing materials to produce Custom Software Deliverables if such pre-existing materials will be needed by the State in order to use the Custom Software Deliverables unless (i) such pre-existing materials and their owners are identified to the State in writing and (ii) such pre-existing materials are either readily commercially available products for which Contractor or its Subcontractor, as the case may be, has obtained a license (in form and substance approved by the State) in the name of the State, or are materials that Contractor or its Subcontractor, as the case may be, has the right to license to the State and has licensed to the State on terms and conditions approved by the State prior to using such pre-existing materials to perform the Services.



2.330 Source Code Escrow

2.331 Definition

"Source Code Escrow Package" shall mean:

- (a) A complete copy in machine-readable form of the source code and executable code of the Licensed Software, including any updates or new releases of the product;
- (b) A complete copy of any existing design documentation and user documentation, including any updates or revisions; and/or
- (c) Complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. Such instructions shall include precise identification of all compilers, library packages, and linkers used to generate executable code.

2.332 Delivery of Source Code into Escrow

Contractor shall deliver a Source Code Escrow Package to the Escrow Agent, pursuant to the Escrow Contract, which shall be entered into on commercially reasonable terms subject to the provisions of this Contract within (30) thirty days of the execution of this Contract.

2.333 Delivery of New Source Code into Escrow

If at anytime during the term of this Contract, the Contractor provides a maintenance release or upgrade version of the Licensed Software, Contractor shall within ten (10) days deposit with the Escrow Agent, in accordance with the Escrow Contract, a Source Code Escrow Package for the maintenance release or upgrade version, and provide the State with notice of the delivery.

2.334 Verification

The State reserves the right at any time, but not more than once a year, either itself or through a third party contractor, upon thirty (30) days written notice, to seek verification of the Source Code Escrow Package.

2.335 Escrow Fees

The Contractor will pay all fees and expenses charged by the Escrow Agent.

2.336 Release Events

The Source Code Escrow Package may be released from escrow to the State, temporarily or permanently, upon the occurrence of one or more of the following:

- (a) The Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;
- (b) The Contractor has wound up or liquidated its business voluntarily or otherwise and the State has reason to believe that such events will cause the Contractor to fail to meet its warranties and maintenance obligations in the foreseeable future;
- (c) The Contractor voluntarily or otherwise discontinues support of the provided products or fails to support the products in accordance with its maintenance obligations and warranties.

2.337 Release Event Procedures

If the State desires to obtain the Source Code Escrow Package from the Escrow Agent upon the occurrence of an Event in this **Section**, then:

- (a) The State shall comply with all procedures in the Escrow Contract;
- (b) The State shall maintain all materials and information comprising the Source Code Escrow Package in confidence in accordance with this Contract;
- (c) If the release is a temporary one, then the State shall promptly return all released materials to Contractor when the circumstances leading to the release are no longer in effect.

2.338 License



Upon release from the Escrow Agent pursuant to an event described in this **Section**, the Contractor automatically grants the State a non-exclusive, irrevocable license to use, reproduce, modify, maintain, support, update, have made, and create Derivative Works. Further, the State shall have the right to use the Source Code Escrow Package in order to maintain and support the Licensed Software so that it can be used by the State as set forth in this Contract.

2.339 Derivative Works

Any Derivative Works to the source code released from escrow that are made by or on behalf of the State shall be the sole property of the State. The State acknowledges that its ownership rights are limited solely to the Derivative Works and do not include any ownership rights in the underlying source code.

2.400 Other Provisions

2.411 Forced Labor, Convict Labor, or Indentured Servitude Made Materials

Bidder represents and certifies that, to the best of its knowledge and belief no foreign (outside of the U.S.) made equipment, materials, or supplies, will be furnished to the State under any resulting Contract, that have been produced in whole or in part by forced labor, convict labor, or indentured servitude.

2.421 Knowledge of Child Labor for Listed End Products

- (a) "Forced or indentured child labor" means all work or service:
- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
 - (ii) Performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.
- (b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Country of Origin
N/A	N/A
N/A	N/A
N/A	N/A

- (c) The Contractor will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.



ATTACHMENT A: PRICING

TOTAL PROJECT COST SUMMARY

Description	Total Price
ieyCrash and ieyCitation software licenses (Table 1)	\$826,800.00
ieyCrash and ieyCitation maintenance costs (5 years) (Table 2)	\$594,880.00
Escrow Fees as described in Section 2.330 of Contract (5 years) (Table 3)	\$10,000.00
Future Enhancements (includes additional services, software licenses, maintenance and support and training related to the ieyCrash and ieyCitation environment) ***** (Table 4)	\$575,000.00
TOTAL PROJECT COST	\$2,006,680.00

Table 1: ieyCrash and ieyCitation Software Costs

Description	Quantity	Unit Price	Total Price
ieyCrash software licenses *	470	\$795/license **	\$373,650.00
ieyCitation software licenses *	570	\$795/license **	\$453,150.00
			\$826,800.00

Note:

* This category includes all licenses, ieyVoice, Auto-Numbering feature, Web Administration Portal, Court interfaces, implementation, configuration, training, the API, documentation, and warranty until September 30, 2011.

** The State can purchase any number of additional licenses at the above discounted rate. Also ieyCrash and ieyCitation can be purchased independently.

Payment Schedule for Table 1

The Contractor acknowledges and agrees to the following payment schedule, separately for ieyCrash software licenses and for ieyCitation software licenses from finalization of this contract and issuance of the purchase order until September 30, 2011 (or upon earlier installation as mutually agreed upon by MSP and the Contractor):

\$74,730.00 for ieyCrash and \$90,630.00 for ieyCitation licenses upon finalization of contract and issuance of purchase order.
\$37,365.00 for ieyCrash and \$45,315.00 for ieyCitation licenses upon installation and configuration of licenses for MSP District 1.
\$37,365.00 for ieyCrash and \$45,315.00 for ieyCitation licenses upon installation and configuration of licenses for MSP District 2.
\$37,365.00 for ieyCrash and \$45,315.00 for ieyCitation licenses upon installation and configuration of licenses for MSP District 3.
\$37,365.00 for ieyCrash and \$45,315.00 for ieyCitation licenses upon installation and configuration of licenses for MSP District 5.
\$37,365.00 for ieyCrash and \$45,315.00 for ieyCitation licenses upon installation and configuration of licenses for MSP District 6.
\$37,365.00 for ieyCrash and \$45,315.00 for ieyCitation licenses upon installation and configuration of licenses for MSP District 7.
\$37,365.00 for ieyCrash and \$45,315.00 for ieyCitation licenses upon installation and configuration of licenses for MSP District 8.
\$37,365.00 for ieyCrash and \$45,315.00 for ieyCitation licenses upon final installation and install.



Table 2: Five Year Maintenance Costs for iyeCrash and iyeCitation

Description	Quantity	Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5	Total Price 5 year cost
			10/1/10– 9/30/11	10/1/11– 9/30/12	10/1/12– 9/30/13	10/1/13– 9/30/14	10/1/14– 9/30/15	
iyeCrash Maintenance*** Annual Maintenance beginning after 1 year warranty period has expired	470	\$143/ year per license ***	No charge	\$67210.00	\$67210.00	\$67210.00	\$67210.00	\$268,840.00
iyeCitation Maintenance*** Annual Maintenance beginning after 1 year warranty period has expired	570	\$143 / year per license ***	No charge	\$81510.00	\$81510.00	\$81510.00	\$81510.00	\$326,040.00
								\$594,880.00

Note:

*** Maintenance is calculated at 18% of the software license cost (see Table 1).

Table 3: Five Year Escrow Costs for All Software

Description	Quantity	Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5	Total Price 5 year cost
			10/1/10– 9/30/11	10/1/11– 9/30/12	10/1/12– 9/30/13	10/1/13– 9/30/14	10/1/14– 9/30/15	
Escrow Software as described in Section 2.330 of Contract	1	\$2,000/year ****	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$10,000.00
								\$10,000.00

Note:

**** Annual Escrow payments will be made at the same time as annual maintenance beginning on October 1, 2010.



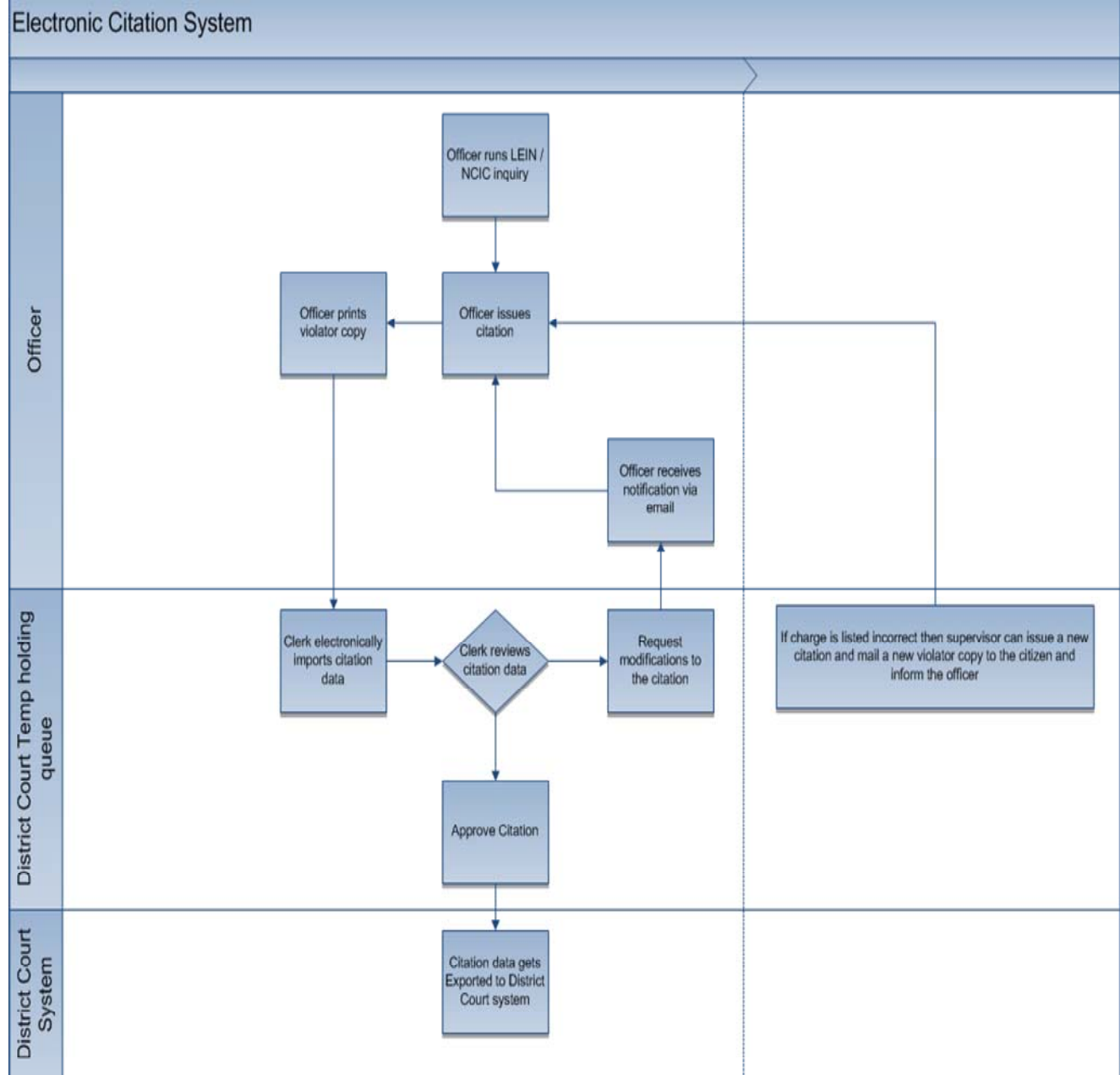
Table 4: Future Enhancements (includes additional services, software licenses, maintenance and support and training related to the iyeCrash and iyeCitation environment)

Hourly rates quoted are firm fixed rates for the duration of the Contract. Travel and other expenses will not be reimbursed. Services will be dependent upon mutually agreed upon statement(s) of work between the Contractor and the State of Michigan. Once agreed, the Contractor shall not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this contract.

Fixed Hourly Rate for Optional Future Enhancements	\$115.00/hour
Total funding for future enhancements (includes additional services, software licenses, maintenance and support and training related to the iyeCrash and iyeCitation environment) (Table 4)	\$575,000.00



Appendix A





Appendix B

Electronic Accident Reporting

