



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

## CONTRACT CHANGE NOTICE

Change Notice Number 57  
to  
Contract Number MA071B5500113C

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center Suite 3900
	Detroit MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

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

CONTRACT SUMMARY				
Case Management System - Salesforce				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 13, 2015	July 12, 2020	5 - 12 Months	December 20, 2024	
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		
\$132,090,449.54	\$1,094,016.00	\$133,184,465.54		

#### DESCRIPTION

Effective 2024-10-31, this Contract is extended 5 months and 8 days, and is increased by \$1,094,016.00. The revised contract expiration date is December 20, 2025. (Note: The expiration date is being extended to fix a clerical error on Change Notice 29.)

The following amendment(s) are incorporated into this Contract per the attached Statement of Work to continue work on the Child Protective Services (CPS) Tech Suite.

Please note one Program Manager has been changed to Lina Alarie, and the Contract Administrator has been changed to Robin Lampert.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on October 29, 2024.

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

AGENCY	NAME	PHONE	EMAIL
MDHHS	Robin Grinnell	517-342-4762	GrinnellR@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Lina Alarie	586-201-3438	AlarieL1@michigan.gov



MICHIGAN DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET  
IT SERVICES

CPS TECHNOLOGY SUITE PRODUCTION SUPPORT  
STATEMENT OF WORK

<b>PROJECT TITLE:</b> CPS Technology Suite Production Support	<b>PERIOD OF COVERAGE:</b> October 1, 2024, to September 30, 2025
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management and Budget (DTMB) in support of MDHHS	<b>DATE:</b>
<b>AGENCY PROJECT MANAGER:</b> TBD	<b>PHONE:</b> TBD
<b>DTMB PROJECT MANAGER:</b>	<b>PHONE:</b>

**1. PROJECT IDENTIFICATION:**

**1.1. Project Request**

- This Statement of Work (SOW) is created for Deloitte Consulting LLP (“Contractor”) to implement new enhancements and provide production support services for the Mobile Investigator, Supervisory Control Protocol (SCP) Portal, Central Intake (CI) Portal, Power BI Dashboards and Structured Decision Making (SDM) Tool.
- All work performed will be pursuant to the existing Contract 171- 071B5500113C (the “Contract”).
- All terms, conditions, and specifications contained in the existing Contract remain in full force and effect.
- The State shall plan for capacity based on the current staffing list in Attachment A. Any adjustments to the current staffing list will be requested with a 30-day lead time.

**1.2. Project Scope: Enhancements and Maintenance & Operations**

- Monitoring of System Operations (SCP, CI Portal, SDM, CPS Mobile Investigator Application, and Power BI Reports)
- Enhancements suggested by Product Owners
- User stories created for integrating partner changes, technical changes required for supporting the future modules, and 18f ceremony requirements.
- The project team will also work on existing bug/data fixes, M&O, support Salesforce upgrades, providing client support, etc.

### 1.3. Project Sprint / Release Schedule

- The enhancements and M&O will be delivered based on the following Sprint/Release Schedule. During the duration of this SOW, the TEAM may agree to adjust the schedule cadence based on external factors or to better optimize the delivery of the Enhancements and M&O work.

Task Name	Date
Sprint 37 Go-Live	10/16/2024
Sprint 38 Go-Live	11/05/2024
Sprint 39 Go-Live	11/23/2024
Sprint 40 Go-Live	12/17/2024
Sprint 41 Go-Live	01/10/2025
Sprint 42 Go-Live	01/31/2025
Sprint 43 Go-Live	02/21/2025
Sprint 44 Go-Live	03/13/2025
Sprint 45 Go-Live	04/02/2025
Sprint 46 Go-Live	04/22/2025
Sprint 47 Go-Live	05/13/2025
Sprint 48 Go-Live	06/03/2025
Sprint 49 Go-Live	06/24/2025
Sprint 50 Go-Live	07/15/2025
Sprint 51 Go-Live	08/04/2025
Sprint 52 Go-Live	08/22/2025
Sprint 53 Go-Live	09/12/2025
Sprint 54 Go-Live	10/02/2025 (Sprint ends on 09/29)

### 1.4. Method of Payment

The resources and associated costs for this SOW are based on IT Executive Governance approved Project Cost Estimates and Change Requests supporting MDHHS requirements.

The total value of this SOW is \$1,094,016 accounting for resource support from October 1, 2024, through September 30, 2025

Payments to the Contractor will be made on a capacity-based model payable “monthly” (as per the below table) upon acceptance of invoices.

SERVICE	DURATION	NUMBER OF MONTHS	TOTAL COST	MONTHLY COST
Monthly Maintenance Support	10/1/2024 to 09/30/2025	12	\$218,804	\$18,233.67
Monthly Operations Support	10/1/2024 to 09/30/2025	12	\$875,212	\$72,934.33
<b>TOTAL</b>	<b>10/1/2024 to 09/30/2025</b>	<b>12</b>	<b>\$1,094,016</b>	<b>\$91,168</b>

## ATTACHMENT A

This Statement of Work provides the following total capacity in support of Enhancements and Production Support from October 1, 2024, through September 30, 2025.

Location	Project Role	Contract Role	Resource Name	Hourly Rate	Hours / Month	Monthly cost
Onshore	Business Analyst	Business Analyst	Belinda Hall	\$160	176	\$28,160
Onshore	SF Developer	Integration Developer	Shivangi Singh	\$160	176	\$28,160
Onshore	SF Developer	Scrum Team Developer	Sri Harsha	\$160	176	\$28,160
Offshore	Tester	Scrum Team Tester	Shama Buchade	\$38	176	\$6,688



# 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 **56**  
to  
Contract Number **MA071B5500113C**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center Suite 3900
	Detroit MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	<b>Program Manager</b>	Various	Various
<b>STATE</b>	<b>Contract Administrator</b>	Robin Lampert	DTMB
		517-582-2746	
		lampetr1@michigan.gov	

CONTRACT SUMMARY				
Case Management System - Salesforce				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 13, 2015	July 12, 2020	5 - 12 Months	December 20, 2024	
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 checked="" type="checkbox"/>	12 Months	<input type="checkbox"/>		December 20, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$115,113,568.74	\$16,976,880.80	\$132,090,449.54		

#### DESCRIPTION

Effective September 30, 2024, this Contract is exercising the fifth (5th) option year and is increased by \$16,976,880,80. The revised contract expiration date is December 20, 2025. The following amendments are incorporated into this Contract per the attached Statement of Work. This change includes the following:

- continuations of the MDHHS AWS services and
- ongoing staff and capacity for work identified, planned, and approved for the MiConnect Project.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on September 10, 2024.



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

AGENCY	NAME	PHONE	EMAIL
MDHHS	Robin Grinnell	517-342-4762	GrinnellR@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov



MICHIGAN DEPARTMENT OF TECHNOLOGY  
MANAGEMENT AND BUDGET  
IT SERVICES  
MDHHS MAINTENANCE, SUPPORT AND ENHANCEMENTS  
AMENDMENT

<b>PROJECT TITLE:</b> MDHHS SALESFORCE PLATFORM (MI CONNECT)	<b>TERM OF SOW:</b> October 1, 2024 – December 20, 2025
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management, & Budget (DTMB) in support of MDHHS	<b>DATE:</b> August 23, 2024
<b>AGENCY PROJECT MANAGER:</b> Robin Grinnell	<b>PHONE:</b> 517-342-4762
<b>DTMB PROJECT MANAGER:</b> Duane Kerkstra	<b>PHONE:</b> 517-241-5498

This Statement of Work (SOW) is to (1) continue the MDHHS AWS services and (2) provide ongoing staff and capacity for work identified, planned, and approved for the MiConnect Project.

All work performed will be pursuant to the existing Contract 071B5500113c (the “Contract”). All Terms and Conditions remain in full effect.

**Project Identification**

1.001 PROJECT REQUEST

Effective October 1, 2024:

1. AWS services are extended as previously outlined with estimated costs until the State provides 30 days written notice to disconnect. The SOW value of \$1,250,000.00 for these services is estimated for 15 months at \$82,000.00 per month which includes the monthly fixed AWS cloud Managed Service support fee of \$20,000.00. The State is under no obligation to utilize this total SOW value.
2. The resources as reflected in Contract Change Notice #54 are identified within this Attachment A and will extend for the Term of this SOW, with the following exceptions
  - One onsite functional resource was replaced with an Integration Developer.
  - The estimated hours reflected in Attachment A are based on each month’s expected capacity available for State planning and may vary, depending on resource allocation across projects and specific onboarding dates for individual resources.
    - Actual hours must be reported into the State Clarity system and in direct support of MDHHS MiConnect work. Clarity reporting will be monitored throughout the Contract term. If cumulative actual hours provided are less than 93% of the expected capacity at the end of month 12, a credit of \$600,000.00 will be applied as a reduced cost on the final payment due for month 15.
    - Any change to upsize or downsize the team or to the expected capacity hours will require an amended SOW to be issued as a CCN.
  - The total SOW Value is \$16,976,880.80, combining the AWS estimated cost of \$1,250,000.00 and the Resource support cost of \$15,726,880.80.

Table 1: Contractor Resource Monthly estimated capacity and fixed cost:

<b>Payment #</b>	<b>Service Date</b>	<b>EST Hours</b>	<b>TOTAL Monthly Cost</b>
1	10/01/24 – 10/31/24	~11,473.20	\$1,048,458.72
2	11/01/24 – 11/30/24	~11,473.20	\$1,048,458.72
3	12/01/24 – 12/31/24	~11,473.20	\$1,048,458.72
4	01/01/25 – 01/31/25	~11,473.20	\$1,048,458.72
5	02/01/25 – 02/28/25	~11,473.20	\$1,048,458.72
6	03/01/25 – 03/31/25	~11,473.20	\$1,048,458.72
7	04/01/25 – 04/30/25	~11,473.20	\$1,048,458.72
8	05/01/25 – 05/31/25	~11,473.20	\$1,048,458.72
9	06/01/25 – 06/30/25	~11,473.20	\$1,048,458.72
10	07/01/25 – 07/31/25	~11,473.20	\$1,048,458.72
11	08/01/25 – 08/31/25	~11,473.20	\$1,048,458.72
12	09/01/25 – 09/30/25	~11,473.20	\$1,048,458.72
13	10/01/25 – 10/31/25	~11,473.20	\$1,048,458.72
14	11/01/25 – 11/30/25	~11,473.20	\$1,048,458.72
15	12/01/25 – 12/20/25	~11,473.20	\$1,048,458.72
<b>TOTAL Est Hours &amp; SOW value for Contractor Resource support:</b>		<b>172,098.00</b>	<b>\$15,726,880.80</b>

**Attachment A**

This Statement of Work provides the following estimated total capacity in support of FY25 from October 1, 2024, to December 20, 2025. The capacity staffing table supports MDHHS IT Executive Governance approved work as directed by the DTMB AS Project Manager.

Site	Role	Title	\$/H	Est Hours	Total
Onsite	ISD Project Director	Project Manager	\$190	3,830.40	\$727,776.00
Onsite	Business Analyst	Solution/Business Req lead	\$160	21,888.00	\$3,502,080.00
Onsite	OCM Analyst	Solution/Business Req lead	\$160	2,736.00	\$437,760.00
Onsite	Development Lead	Technical Lead	\$170	2,736.00	\$465,120.00
Onsite	AWS Architect	Architect	\$250	277.20	\$69,300.00
Onsite	AWS Configuration Specialist	Programmer	\$175	2,736.00	\$478,800.00
Onsite	Test Lead	Test Lead	\$170	2,736.00	\$465,120.00
Onsite	Tester	Tester	\$100	8,208.00	\$820,800.00
Onsite	Integration Developer	Programmer	\$120	10,944.00	\$1,313,280.00
Onsite	Build Engineer	SFDC Configuration Analyst	\$130	2,736.00	\$355,680.00
Onsite	Prod Support Analyst	Programmer	\$120	13,680.00	\$1,641,600.00
Onsite	Archival / Reporting Analyst	Programmer	\$120	5,472.00	\$656,640.00
Onsite	CRM Analyst	Programmer	\$120	2,736.00	\$328,320.00
Onsite	M&O Lead	Programmer	\$170	2,736.00	\$465,120.00
Offshore	Development Director	Development Director	\$72	547.20	\$39,398.40
Offshore	Dev Lead	Dev Lead	\$72	547.20	\$39,398.40
Offshore	Tech Lead / Scrum Lead	Tech Lead	\$65	2,736.00	\$177,840.00
Offshore	Developer	Programmer	\$46	43,776.00	\$2,013,696.00
Offshore	Integration Developer	Programmer	\$61	2,736.00	\$166,896.00
Offshore	Reports Developer	Power BI Programmer	\$46	2,736.00	\$125,856.00
Offshore	Test Lead	Tester	\$61	2,736.00	\$166,896.00
Offshore	Tester	Tester	\$38	30,096.00	\$1,143,648.00
Offshore	AWS Developer	Programmer	\$46	2,736.00	\$125,856.00
<b>Total Cost for 15 Months</b>					<b>\$15,726,880.80</b>



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **55**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Various	MDHHS
	Contract Administrator	Jillian Yeates (517) 275-1131 yeatesj@michigan.gov	DTMB

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
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**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$113,928,384.74	\$1,185,184.00	\$115,113,568.74		

**DESCRIPTION**

Effective October 24, 2023, this Contract is hereby increased by \$1,185,184.00 and amended to include the attached Statement of Work for monitoring of System Operations.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 10/24/2023.

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Robin Grinnell	517-342-4762	GrinnellR@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov



MICHIGAN DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET  
IT SERVICES

CPS TECHNOLOGY SUITE PRODUCTION SUPPORT  
STATEMENT OF WORK

<b>PROJECT TITLE:</b> CPS Technology Suite Production Support	<b>PERIOD OF COVERAGE:</b> October 1, 2023, to September 30, 2024
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management and Budget (DTMB) in support of MDHHS	<b>DATE:</b>
<b>AGENCY PROJECT MANAGER:</b> TBD	<b>PHONE:</b> TBD
<b>DTMB PROJECT MANAGER:</b> Judy Odett	<b>PHONE:</b>

**1. PROJECT IDENTIFICATION:**

**1.1. Project Request**

- This Statement of Work (SOW) is created for Deloitte Consulting LLP (“Contractor”) to implement new enhancements and provide production support services for the Mobile Investigator, Supervisory Control Protocol (SCP) Portal, Central Intake (CI) Portal, Power BI Dashboards and Structured Decision Making (SDM) Tool.
- All work performed will be pursuant to the existing Contract 171- 071B5500113C (the “Contract”).
- All terms, conditions, and specifications contained in the existing Contract remain in full force and effect.
- The State shall plan for capacity based on the current staffing list in Attachment A. Any adjustments to the current staffing list will be requested with a 30-day lead time

**1.2. Project Scope: Enhancements and Maintenance & Operations**

- Monitoring of System Operations (SCP, CI Portal, SDM, CPS Mobile Investigator Application, and Power BI Reports)
- Enhancements suggested by Product Owners
- User stories created for integrating partner changes, technical changes required for supporting the Intake & Investigation module, and 18f ceremony requirements
- The project team will also work on existing bug fixes, data fixes, monitoring of system operations, support quarterly Salesforce upgrades, providing client support, etc.

### 1.3. Project Sprint / Release Schedule

- The enhancements and M&O will be delivered based on the following Sprint/Release Schedule. During the duration of this SOW, the TEAM may agree to adjust the schedule cadence based on external factors or to better optimize the delivery of the Enhancements and M&O work.

Task Name	Date
Sprint 19 Go-Live	Oct 10, 2023
Sprint 20 Go-Live	Oct 31, 2023
Sprint 21 Go-Live	Nov 21, 2023
Sprint 22 Go-Live	Dec 13, 2023
Sprint 23 Go-Live	Jan 8, 2024
Sprint 24 Go-Live	Jan 29, 2024
Sprint 25 Go-Live	Feb 16, 2024
Sprint 26 Go-Live	Mar 8, 2024
Sprint 27 Go-Live	Mar 28, 2024
Sprint 28 Go-Live	Apr 17, 2024
Sprint 29 Go-Live	May 7, 2024
Sprint 30 Go-Live	May 28, 2024
Sprint 31 Go-Live	Jun 17, 2024
Sprint 32 Go-Live	Jul 9, 2024
Sprint 33 Go-Live	Jul 29, 2024
Sprint 34 Go-Live	Aug 16, 2024
Sprint 35 Go-Live	Sep 6, 2024
Sprint 36 Go-Live	Sep 26, 2024

### 1.4. Method of Payment

The resources and associated costs for this SOW are based on IT Executive Governance approved Project Cost Estimates and Change Requests supporting MDHHS requirements.

The total value of this SOW is \$1,094,016 accounting for resource support from October 1, 2023, through September 30, 2024

Payments to the Contractor will be made on a capacity-based model payable “monthly” (as per the below table) upon acceptance of invoices.

SERVICE	DURATION	NUMBER OF MONTHS	TOTAL COST	MONTHLY COST
Monthly Maintenance Support	10/1/2023 to 09/30/2024	12	\$ 218,804	\$ 18,233.67
Monthly Operations Support	10/1/2023 to 09/30/2024	12	\$ 875,212	\$ 72,934.33
<b>TOTAL</b>	<b>10/1/2023 to 09/30/2024</b>	<b>12</b>	<b>\$ 1,094,016</b>	<b>\$ 91,168</b>



**ATTACHMENT A**

This Statement of Work provides the following total capacity in support of Enhancements and Production Support from October 1, 2023, through September 30, 2024.

<b>Location</b>	<b>Project Role</b>	<b>Contract Role</b>	<b>Resource Name</b>	<b>Hourly Rate</b>	<b>Hours / Month</b>	<b>Monthly cost</b>
<b>Onsite</b>	<b>Business Analyst</b>	<b>Business Analyst</b>	<b>Belinda Hall</b>	<b>\$160</b>	<b>176</b>	<b>\$28,160</b>
<b>Onsite</b>	<b>SF Developer</b>	<b>Integration Developer</b>	<b>Shivangi Singh</b>	<b>\$160</b>	<b>176</b>	<b>\$28,160</b>
<b>Onsite</b>	<b>SF Developer</b>	<b>Scrum Team Developer</b>	<b>Shashank Verma</b>	<b>\$160</b>	<b>176</b>	<b>\$28,160</b>
<b>Remote (USI)</b>	<b>Tester</b>	<b>Scrum Team Tester</b>	<b>Shama Buchade</b>	<b>\$38</b>	<b>176</b>	<b>\$6,688</b>



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **54**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Various	MDHHS
	Contract Administrator	Jillian Yeates (517) 275-1131 yeatesj@michigan.gov	DTMB

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
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**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 20, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$99,848,400.34	\$14,079,984.40	\$113,928,384.74		

**DESCRIPTION**

Effective September 14, 2023, this Contract is amended as follows:

- The 4th option year is hereby exercised. The revised Contract Expiration date is December 20, 2024.
- Funding is hereby added in the amount of \$14,079,984.40 per the attached Statement of Work resources costs and AWS costs.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency Agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 9/14/2023.

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

AGENCY	NAME	PHONE	EMAIL
MDHHS	Robin Grinnell	517-342-4762	GrinnellR@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov



MICHIGAN DEPARTMENT OF TECHNOLOGY  
 MANAGEMENT AND BUDGET  
 IT SERVICES  
 MDHHS MAINTENANCE, SUPPORT AND ENHANCEMENTS  
 AMENDMENT

<b>PROJECT TITLE:</b> MDHHS SALESFORCE PLATFORM (MI CONNECT)	<b>TERM OF SOW:</b> October 1, 2023 – September 30, 2024
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management, & Budget (DTMB) in support of MDHHS	<b>DATE:</b> August 15, 2023
<b>AGENCY PROJECT MANAGER:</b> Robin Grinnell	<b>PHONE:</b> 517-342-4762
<b>DTMB PROJECT MANAGER:</b> Duane Kerkstra	<b>PHONE:</b> 517-241-5498

This Statement of Work (SOW) is to exercise an Option Year and extend MDHHS AWS services from CN52 and provide ongoing staff and capacity from CN53 for work identified, planned, and approved for the MiConnect Project.

All work performed will be pursuant to the existing Contract 071B5500113 (the “Contract”).

The State will plan for capacity based on the current staffing list in Attachment A. Any adjustments to the current staffing list will be requested with a 30-day lead time.

**Project Identification**

1.001 PROJECT REQUEST

Effective October 1, 2023:

- AWS services are extended as previously outlined with estimated costs until the State provides 30 days written notice to disconnect. The SOW value of \$984,000.00 for these services is estimated for 12 months at \$82,000.00 per month which includes the monthly fixed AWS cloud Managed Service support fee of \$20,000.00. The State is under no obligation to utilize this total SOW value.
- Attachment A replaces the CN53 table in its entirety and reflects the following changes:
  - One onsite designer will roll off, making room for one OCM Analyst at the same rate.
  - The three specialized Marketing Cloud resources will roll off effective December 31, 2023, per business request. If a modification is needed to this, it will be requested with 30-day lead time.
  - An offshore AWS developer will be added to the staff roster to account for pipeline AWS work.
  - Replaced one onsite Prod Support resource with a functional resource based on roadmap items.
  - Reduction in one build engineer.

The estimated hours reflected in Table 1 below are notional numbers based on each month’s expected capacity/cost and will vary depending on resource allocation across projects and specific onboarding dates for individual resources.

Table 1: Contractor Resource Monthly estimated capacity and fixed cost:

<b>Payment #</b>	<b>Service Date</b>	<b>EST Hours</b>	<b>TOTAL Monthly Cost</b>
1	10/01/23 – 10/31/23	~12,174	\$1,148,752.03
2	11/01/23 – 11/30/23	~12,174	\$1,148,752.03
3	12/01/23 – 12/31/23	~12,174	\$1,148,752.03
4	01/01/24 – 01/31/24	~11,652	\$1,072,192.03
5	02/01/24 – 02/28/24	~11,652	\$1,072,192.03
6	03/01/24 – 03/31/24	~11,652	\$1,072,192.03
7	04/01/24 – 04/30/24	~11,652	\$1,072,192.03
8	05/01/24 – 05/31/24	~11,652	\$1,072,192.03
9	06/01/24 – 06/30/24	~11,652	\$1,072,192.03
10	07/01/24 – 07/31/24	~11,652	\$1,072,192.03
11	08/01/24 – 08/31/24	~11,652	\$1,072,192.03
12	09/01/24 – 09/30/24	~11,652	\$1,072,192.03
<b>TOTAL Est Hours &amp; SOW value for Contractor Resource support:</b>		<b>141,392.80</b>	<b>\$13,095,984.40</b>

**Attachment A –**

This Statement of Work provides the following estimated total capacity in support of FY24 from October 1, 2023, to September 30, 2024. The capacity staffing table supports MDHHS IT Executive Governance approved work as directed by the DTMB AS Project Manager.

Site	Role	Title	\$/H	Est Hours	Total
Onsite	ISD Project Director	Project Manager	\$190	3,112.20	\$591,318.00
Onsite	Business Analyst	Solution/Business Req lead	\$160	21,051.00	\$3,368,160.00
Onsite	OCM Analyst	Solution/Business Req lead	\$160	2,223.00	\$355,680.00
Onsite	Development Lead	Technical Lead	\$170	2,223.00	\$377,910.00
Onsite	AWS Architect	Architect	\$250	224.10	\$55,600.00
Onsite	AWS Configuration Specialist	Programmer	\$175	2,223.00	\$389,025.00
Onsite	Test Lead	Test Lead	\$170	2,223.00	\$377,910.00
Onsite	Tester	Tester	\$100	6,669.00	\$666,900.00
Onsite	Integration Developer	Programmer	\$120	7,191.00	\$862,920.00
Onsite	Build Engineer	SFDC Configuration Analyst	\$130	2,223.00	\$288,990.00
Onsite	Prod Support Analyst	Programmer	\$120	11,115.00	\$1,333,800.00
Onsite	Archival / Reporting Analyst	Programmer	\$120	4,446.00	\$533,520.00
Onsite	CRM Analyst	Programmer	\$120	2,223.00	\$266,760.00
Onsite	M&O Lead	Programmer	\$170	2,223.00	\$377,910.00
Offshore	Development Director	Development Director	\$72	444.60	\$32,011.20
Offshore	Dev Lead	Dev Lead	\$72	444.60	\$32,011.20
Offshore	Tech Lead / Scrum Lead	Tech Lead	\$65	2,223.00	\$144,495.00
Offshore	Developer	Programmer	\$46	35,568.00	\$1,636,128.00
Offshore	Integration Developer	Programmer	\$61	2,223.00	\$135,603.00
Offshore	Reports Developer	Power BI Programmer	\$46	2,223.00	\$102,258.00
Offshore	Test Lead	Tester	\$61	2,223.00	\$135,603.00
Offshore	Tester	Tester	\$38	24,453.00	\$929,214.00
Offshore	AWS Developer	Programmer	\$38	2,223.00	\$102,258.00
<b>Total Cost for 12 Months</b>					<b>\$13,095,984.40</b>



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **52**

to

Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	<b>Program Manager</b>	Various	MDHHS
<b>STATE</b>	<b>Contract Administrator</b>	Mecca Martin	DTMB
		(517) 230-5694	
		martinM42@michigan.gov	

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 2023

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 20, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$99,848,400.34	\$0.00	\$99,848,400.34		

**DESCRIPTION**

Effective 1/4/2023, the following amendment is hereby incorporated into the contract per the attached SOW to extend services and support from Change Notice (CN) 50 for work identified, planned, and approved under MDHHS IT Executive Governance approval process.

Although CN 52 will increase the AWS product set, it is a zero-dollar cost impact since the cost estimate for MDHHS FY23 AWS recurring fees remains the same as that within CN50; \$62,083.33/month for variable usage costs, and \$20,000 monthly managed services cost.

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

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

AGENCY	NAME	PHONE	EMAIL
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov





**MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT, & BUDGET  
IT SERVICES MDHHS INTEGRATED SERVICE DELIVERY (ISD) PORTAL  
IMPLEMENTATION  
STATEMENT OF WORK**

<b>PROJECT TITLE:</b> Integrated Service Delivery (ISD) Portal, now referenced as the MDHHS Salesforce Platform (MI Connect) – extend CCN#50 AWS services and support	<b>PERIOD OF COVERAGE:</b> December 1, 2022-September 30, 2023
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management, & Budget (DTMB) in support of MDHHS	<b>DATE:</b> January 4, 2023
<b>AGENCY PROJECT MANAGER:</b> Duane Kerkstra	<b>PHONE:</b> 248.660.0132
<b>DTMB PROJECT MANAGER:</b> Nathan Buckwalter	<b>PHONE:</b> 517-241-5498

**1.0 PROJECT IDENTIFICATION**

**1.10 PROJECT REQUEST**

This Statement of Work (SOW) is to extend services and support from Contract Change Notice (CN) #50. All terms, conditions, and specifications contained in the existing Contract remains in full force and effect.

**Section 7.10 METHOD OF PAYMENT**

AWS Services as described in CN#31 and #34, and continued under CN#50, are amended to include the following:

<b>AWS Service</b>	<b>Unit</b>	<b>Cost Per Unit</b>
Amazon CloudFront	HTTPS requests (per 10,000)	\$0.01
	Data transfer out per GB	\$0.085
Amazon Comprehend	100 characters	\$0.0001
Amazon OpenSearch Service	m6g.large. search per hour	\$0.128
	t3. small. Search per hour	\$0.036

The CN#50 estimated SOW value for #3 and #4 includes the AWS Services as amended here. This SOW does not increase the Aggregate Contract value.

**3. Recurring fees** are estimated to average \$62,083.33/month for variable usage costs. Total value for this SOW is \$745,000.00. Total charges are estimated, and the State is under no obligation to utilize all; the State will pay invoices that reflect the actual usage cost.

**4. Managed Services:** AWS Cloud Managed Services (CMS) support fixed monthly cost of \$20,000.00 remains the same.



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **51**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Various	MDHHS
	Contract Administrator	Katelyn LaHaye (517) 388-7422 lahayek@michigan.gov	DTMB

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 2023

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

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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"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$99,848,400.34	\$0.00	\$99,848,400.34		

**DESCRIPTION**

Effective November 16, 2022, this Contract hereby utilizes \$1,094,210.00 from previously approved Ad Board funds from Change Notice 48 for MDHHS use per the attached SOW. This Contract is hereby amended to include the attached SOW for continuation of the CPS Technology Suite Project from Change Notices 30, 35, and 44. 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**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov



MICHIGAN DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET  
IT SERVICES

CPS TECHNOLOGY SUITE MINOR RELEASE SUPPORT STATEMENT OF WORK

<b>PROJECT TITLE:</b> CPS Technology Suite Minor Release Support	<b>PERIOD OF COVERAGE:</b> October 1, 2022 – September 30, 2023
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management and Budget (DTMB) in support of MDHHS	<b>DATE:</b> October 1, 2022
<b>AGENCY PROJECT MANAGER:</b> Elizabeth Hawrylo	<b>PHONE:</b> 517-219-2428
<b>DTMB PROJECT MANAGER:</b> Judy Odett	<b>PHONE:</b> 517-242-0122

**1. PROJECT IDENTIFICATION:**

**1.1. Project Request**

This Statement of Work (SOW) is created for Deloitte Consulting LLP (“Contractor”) to provide the production support services (including the implementation of minor enhancements based on user feedback) for the Mobile Investigator, Supervisory Control Protocol (SCP) Portal, Central Intake (CI) Portal, Power BI Dashboards and Structured Decision Making (SDM) Tool after it is implemented.

**1.2. Project Background**

CPS Tech Suite Minor Release Support will focus on maintenance and operational activities for the SCP Portal, CI Portal, Mobile Investigator, Power BI Dashboards, and SDM tool (after it goes live); and implementing minor enhancements to the applications based on user feedback, business needs, and policy and legal requirements. Prioritized requirements/ features, release plans, and staffing plans for each minor release will be determined based on the capacity and outcome from discovery sessions.

**2. SCOPE OF WORK:**

**2.1. Maintenance Activities (October 2022 – September 2023)**

- Required upgrades to maintain current functionality
- Periodic baseline data updates, such as to comply with policy changes
- Defect and Bug fixes
  - Implement code fixes and provide technical resolution of production issues and defects through Minor Releases
  - Deliver Minor Releases and support stabilization of Minor Releases

- Routine password changes
- Support quarterly Salesforce upgrades and make necessary technical fixes/changes to the SCP Portal, CI Portal and SDM tool upon its implementation

## **2.2. Operations Activities (October 2022 – September 2023)**

- Monitoring of System Operations (SCP, CI Portal, SDM (after it goes live), CPS Mobile Investigator Application, and Power BI Reports)
  - Monitor overall system operations for above named systems
  - Monitor Salesforce exception/warning logs (functional/technical)
  - Monitor Salesforce batch jobs / async executions
  - Monitor Salesforce integration performance and logs (coordinate with integrating partners like HUB, MISACWIS, FileNet, etc., in case of any issues)
  - Monitor mobile logs (captured in Salesforce)
  - Monitor Power BI report refreshes and ETL jobs
- Provide Client Support
  - Produce Ad-hoc reports as requested
  - Provide functional/technical clarifications to client requests/ questions
  - Provide other client support services as applicable
  - Data export (or) reports on key metrics as requested by field staff, county offices, or business
- Perform Incident and Problem Management
  - Perform overall Incident Management activities
  - Support to Tier-1 on helpdesk incidents
  - Provide Tier-2 support on production incidents and triage production bugs and issues identified through communication with Tier-1
  - Identify valid bugs due to issues in integrating system, coordinate with integrating system for implementation and validation of the fix
- Perform Data Corrections/ Adjustments that the users are unable to
- Assess new project proposals, determine high-level ROM/ Estimate/ Schedule, brainstorm new ideas based on user/ client feedback and best practices

## **3. WORK AND DELIVERABLES:**

### **3.1. Guiding Principles**

Both the State and the Contractor agree that the guiding principles for this effort are:

- ✓ Maximum transparency related to schedules, process, progress, measurement criteria, and metrics, risks, issues, status, and disposition
- ✓ Continuous monitoring of functional and technical progress and risk of the project by both parties by reviewing Agile metrics and providing project oversight
- ✓ A clear vision shared by all team members and stakeholders will guide the development efforts
- ✓ All attempts will be made to deliver the requirements within the approved budget
- ✓ Implemented functionality will be consistent with security accreditation requirements
- ✓ Implemented functionality will be consistent with the Americans with Disabilities Act (ADA) requirements

- ✓ Increments of functionality will be tested by both parties during a Release
- ✓ Increment of functionality that meets the documented acceptance criteria will be marked accepted
- ✓ Additional feedback will be added to the backlog as new features/stories
- ✓ A clear set of project and software development practices and standards agreed to by both parties will guide the development effort
- ✓ Timely and practical specifications of requirements through Epics, Features and User Stories, etc., whereby the State and the Contractor are actively responsible and involved in their definition
- ✓ Continuous, timely communication and timely engagement in case of emerging risks or issues
- ✓ An empowered MDHHS Product Owner (PO) and timely decision making
- ✓ Timely removal of barriers that could delay the release schedule or increase the cost.

The in-scope requirements are the result of the State's SOW preparation and planning activities (readiness) conducted by the requesting Agency and DTMB. The products (Product Vision and Product Release Roadmap) provide the foundation for prioritization and release planning based on the staffing capacity available for a given release.

### **3.2. Minor Releases Support – Approach and Activities**

Hybrid Agile Methodology will be followed to deliver the solution. Activities are broken down below by distinct System Development Lifecycle (SDLC) phases:

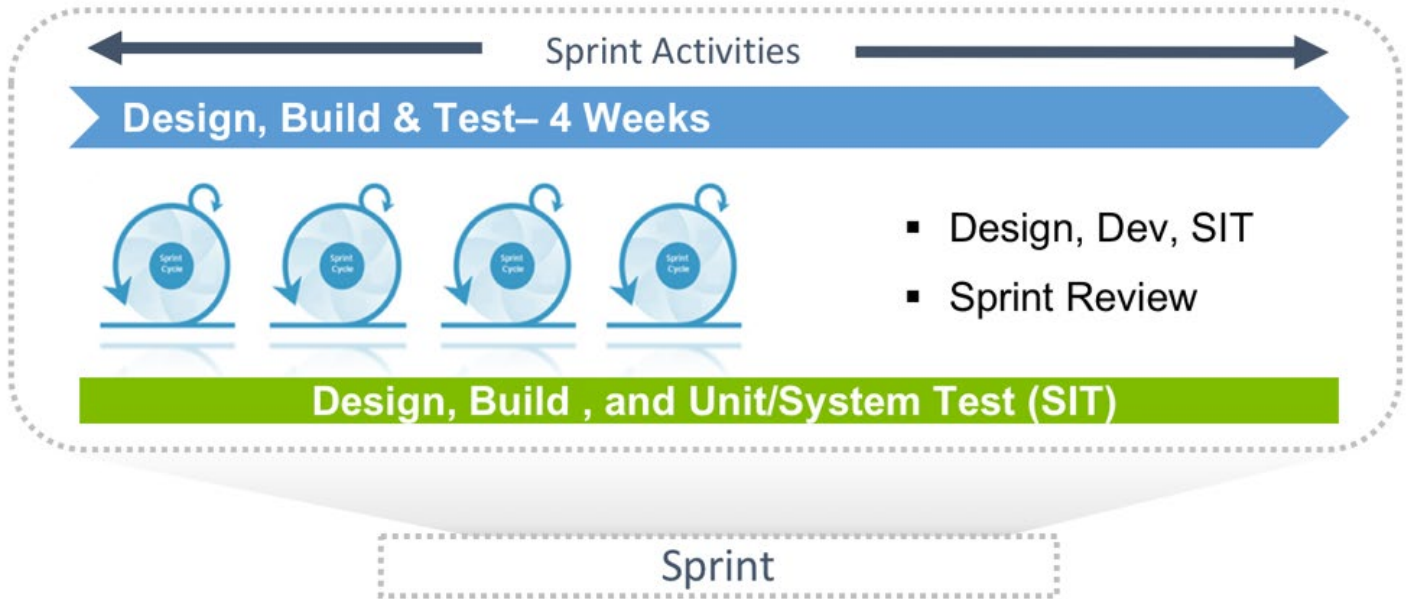
#### **3.2.1. Planning / Discovery**

- During the discovery phase of each minor release, the Contractor will work with the Product Owner to design or update stories to meet the Definition of Ready (DoR).
- The Contractor will also identify the list of solution-identified Production Bugs and Technical Tasks (for security enhancement, technical debt reduction, issues identified through Production Log Analysis, etc.) that could be scoped in the release.
- Once the user stories, bugs, and tasks are prioritized for a minor release, the Contractor will share the Release Schedule with the State Stakeholders (PO, PMO, TO, and UAT).
- The scope of the release will be driven by the capacity available to support the release.
- The State Stakeholders will review the release schedule and make any scope adjustments if necessary or confirm the final scope and schedule of a release.

#### **3.2.2. Development / Sprint Cycles**

- The Contractor shall take user stories scoped in the Sprint/ Release as appropriate that meet the DoR to build the Sprint/ Release Backlog for the release.
- Project teams will collaborate on the scope of the sprint (Sprint Backlog) during sprint planning:
  - Depending on the size of a release, sprints could be 1-4 calendar weeks in duration, and there could be one or more sprints for a release
  - Sprint planning occurs before the start of the sprint cycle
- At the beginning of each sprint, finalize the design for User Stories that are in scope,

- The Scrum Master will report any issues, risks, or impediments for successful completion of the sprint to the Product Owner and collaborate on a resolution
- Continue to develop User Stories during each Sprint cycle
- The development of user stories shall be done during the development period for each sprint
- The Contractor shall perform Quality Assurance Testing (QAT) of all user stories being developed



### 3.2.3. Testing Approach

- Testing of User Stories will be done in each sprint, so the Product Owner and SMEs will see working software early in the process.
- Security testing (if required) will be based on CheckMarx or a similar scanning tool identified by the State.
- The following table depicts the different testing types, execution phase, and responsible party for execution.

Test type	Execution phase	Responsibility
Functional testing	Each sprint/release	Contractor
System Integration Testing	Each sprint/release	Contractor
Integration Testing	As needed	Contractor, integration partners (MiLogin, MiSACWIS, HUB, FileNet, etc.)
User Acceptance Testing	Each sprint/release	State UAT Team
End to End Testing	As needed	State UAT Team



Security Testing	Each sprint/release	DTMB (MCS)
Accessibility Testing	Each sprint/release	Contractor, DTMB
Browser Compatibility Testing	Each sprint/release	Contractor, DTMB

**3.2.4. User Acceptance Testing (UAT) and Production Deployment**

- The Contractor will support User Acceptance Testing (UAT)
- Before a production release, support the UAT team with bug clarifications during their testing of production bugs
- Address outstanding bugs as prioritized by Product Owner
- Deployment Checklists will be updated as needed
- Conduct activities to get the software ready for deployment
- Support smoke testing post-production deployment

**4. KEY ACTIVITIES AND DELIVERABLES:**

The following provides key activities and deliverables for the Minor Release Support.

#	Key Activities	Deliverables
1	<p><b>Maintenance Activities</b></p> <p>Required upgrades to maintain current functionality</p> <p>Periodic baseline data updates, such as to comply with policy changes</p> <p>Defect and Bug fixes</p> <p>Routine Application upgrades</p>	<p>SCP Portal / Mobile Investigator / Central Intake / SDM (after it goes live) Minor Defect &amp; Bug Fixes</p> <p>Monthly Status Report and Agile Metrics (if applicable) – within 10 days after the month ends / release deployed</p>
2	<p><b>Operations Activities</b></p> <p>Monitoring of System Operations (SCP, CI Portal, SDM (after it goes live), CPS Mobile Application, and Power BI Reports)</p> <p>Provide Client Support</p> <p>Perform Incident and Problem Management</p> <p>Perform Data Corrections/ Adjustments that the users are unable to</p> <p>Assess new project proposals, determine high-level ROM/ Estimate/ Schedule, brainstorm new ideas based on user/ client feedback and best practices</p>	<p>Monthly Status Report and various Operational Metrics (as applicable) – within 10 days after the month ends / release deployed</p>

#	Key Activities	Deliverables
	Support quarterly Salesforce upgrades and make necessary technical fixes/changes to the SCP Portal, CI Portal and SDM (after it goes live)	

**5. RELEASE SCHEDULE:**

Schedule for Minor and Major releases will be aligned with CWLM Minor and Major releases since the CPS Tech Suite will be hosted on the same Salesforce Org as CWLM effective 10/31/2022.

**6. PROJECT TEAM:**

The Department and Deloitte Consulting will collaborate on promoting the success of the project. Joint project teams significantly increase the potential for project success by reducing communication barriers and improving the possibility that the findings of the project will be understood and accepted. Both Deloitte Consulting and the Department shall assign appropriate staff to the project based on the project need.

The rate card for Deloitte resources is included in Appendix A at the end of the document.

**Staffing Plan for Minor Releases Support**

Role	Staff Count
Project Manager	0.25 FTE
Salesforce Technical Lead	1 FTE
Mobile App Developer	1 FTE
Functional SME + Tester	1 FTE

\* FTE... Full-Time Employee

**7. ASSUMPTIONS:**

The following is a list of some of the project assumptions and expectations (the “Project Assumptions”).

**7.1. Project Management:**

- The State will work with Deloitte Consulting to finalize the release schedule, inclusive of meetings, draft Deliverable target dates, review sprint cycles (if applicable), and sign-off milestones. Together, State and Deloitte Consulting will identify the State stakeholders for each session and define the working and acceptance criteria, and review cycle time as appropriate
- To make the most effective use of the budget, every effort will be made by the State and Deloitte Consulting to limit the number of deliverables

- Optional items can be added to the Product Backlog for Development/ Major Release Support. A formal Change Management processes (defined and agreed to in the Project Management Plan) will be utilized for any additional services that are not within the scope of this SOW
- The Contractor is not responsible for project delays or additional scope that results from other initiatives the State may have in progress
- Changes in priorities determined by the State that impact scope, schedule, and/or cost will be reviewed by the DTMB Project Manager and processed via the Change Control process (Section 3.2.9)
- The Contractor is not responsible for delays or additional costs associated with the unavailability of required State resources or delays in the delivery of State third party dependencies and/or services
- The Contractor will have no responsibility for the performance of other Contractors or Contractors engaged by State, or delays caused by them, in connection with the project even if the Contractor has been involved in recommending or selecting such Contractor or Contractors, or in the monitoring of their work

### **7.2. State / Department Staff:**

- The State will provide appropriate resources to the project to perform various project tasks and activities
- The State will assist in identifying and facilitating meetings with appropriate stakeholders as needed
- The State will work with the application software vendors (like MiLogin, MiSACWIS, ISD, HUB, FileNet, etc.) to prioritize any activities for them to meet the project requirements and schedule
- It is important that both Deloitte Consulting and the State make a timely decision and resolve any action items in a timely manner
- The State shall procure the necessary Salesforce licenses, additional objects, or vendor support services as necessary to complete this project
- The State will perform the UAT activities and Deloitte Consulting will provide the necessary support to the State on UAT.

### **7.3. Agency/State Specific Standards**

- MDHHS Integration Guide will be used as a reference during Sprint execution
- Salesforce code meets or exceeds 75% code coverage
- "CWTS" project in Azure DevOps will be leveraged to host the product backlog, bugs, test plan, repository, and automated deployments configuration.

### **7.4. Technical:**

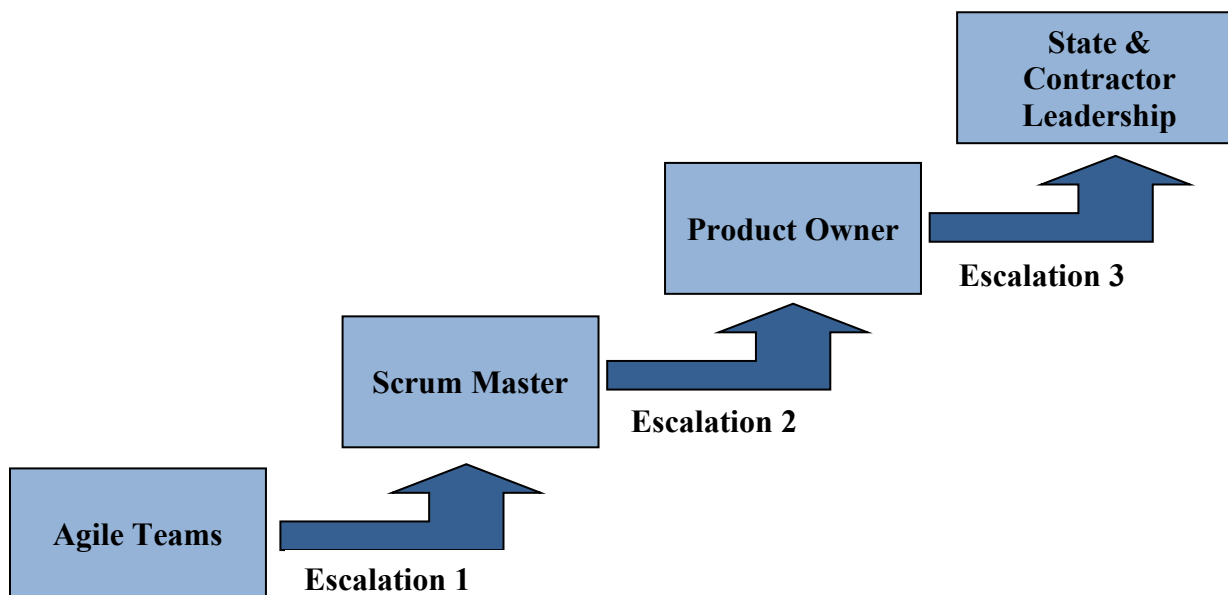
- Services for Integrated systems will be made available for Development & SIT/UAT Integrating systems will provide SIT and UAT testing environments in accordance with the project schedule
- ADA compliance of the CI Portal will be supported by Salesforce. ADA Testing cycle and ADA bug resolution for CI Portal is within the scope.
- The following browser, devices, and operating systems are supported by the State and are operational with the project:

Operating System	Browser	Version
Microsoft Windows Desktop	Google Chrome	Latest Version
	Mozilla Firefox	Latest Version
	Edge Chromium	Latest Version
iOS Phone	N/A	Version 7 and above

- SIT and UAT teams will be using the latest versions as released during the respective Test cycles
- Salesforce provided lightning framework will be used for building the SCP Portal enhancements.
- ADA compliance for Mobile Application will be supported by native accessibility features of iOS.
- Changes to the help and static content for the Mobile Investigator and SCP Portal will be provided by the State business team

**7.5. Escalation of Impediments:**

Timely escalation of impediments is critical to keep the project on track with the Sprint schedule. The project’s escalation process is outlined below:



**8. CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES:**

The Contractor will maintain a workforce adequate to accomplish Project Work in a timely manner. The Contractor guarantees that Key Personnel staff, identified below will perform the assigned work.

**8.1. Contractor Staff:**

Subject to the Contract terms, the Key Personnel identified by the Contractor to complete work in this SOW are:

Key Personnel Role	Duties/Responsibilities
<b>Project Manager</b>	<p>The Contractor Project Manager shall interact with designated personnel from the State to effectuate a smooth transition to the new system. The Project Manager will coordinate the activities of the Contractor personnel assigned to the project and will provide the necessary status update to the State. General responsibilities of the Contractor's Project Manager's responsibilities are:</p> <ul style="list-style-type: none"> <li>• Manage day-to-day project activities as described in this SOW</li> <li>• Manage project resources, work products, and deliverables</li> <li>• Provide status update to all the stakeholders</li> <li>• Serve as the point person for all project issues</li> <li>• Escalate project issues, project risks, and other concerns</li> <li>• Recommend options and alternatives for consideration</li> <li>• Manage project financials</li> </ul>

The following roles are Non-Key Staff; however, this list is not inclusive of all the Contractor Staff that may perform work effort on this project:

Non-Key Personnel Role	Duties/Responsibilities
<b>Maintenance &amp; Operations Team</b>	<ul style="list-style-type: none"> <li>• Provide ongoing Production Maintenance and Operations support of SCP Portal, CI Portal, SDM (after it goes live), Mobile Investigator, and Power BI Dashboards, including Minor Release support and implementation of minor enhancements as prioritized by Product Owner</li> </ul>

**8.2. Work Requirements:**

- *Hours of Operation:*
  - 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.
  - 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.
  - The Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.
- *Travel:*
  - No travel or expenses will be reimbursed. This includes travel costs related to the training provided to the State by the Contractor.
  - Travel time will not be reimbursed.
- *Additional Security and Background Check Requirements:*

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

## **9. STATE STAFF, ROLES, AND RESPONSIBILITIES:**

The State is responsible for providing the following limited resources for the Contractor's use on this project:

- State ID for admittance into a State facility
- Access to State servers and enterprise resources (e.g. email)
- Access to printers
- Access to copiers and fax machine
- Access to conference rooms

The State reserves the right to suspend or revoke the Contractor's access to State resources at any time. However, revoking access may impact the schedule.

The State project team will provide appropriate resources to the project to perform the tasks and activities described in this SOW. Some of the general activities are outlined below:

### **9.1. Executive Steering Committee**

Responsible to provide overall strategic direction, resources, and decisions for the EFDS Program. Ultimately accountable for the successful outcome of the project.

- Serve as a focal point for the resolving escalated issues and risks not able to be resolved by the project leadership team
- Render strategic direction
- Provide support for the overall project, including necessary human and other resources
- Review and approve the use of budget dollars
- Communicate project issues and concerns to the project leadership team for resolution

<b>Name</b>	<b>Agency/Division</b>	<b>Title</b>
Nathan Buckwalter	DTMB	General Manager
As assigned by Nathan	DTMB	

### **9.2. MDHHS Product Owner**

The MDHHS Product Owner provides the business knowledge to support discovery, development, prioritization, and release planning. The MDHHS Product Owner identifies the release schedule and themes to identify the priority and scope of the Product and Sprint backlogs and is responsible for

providing the subject matter expertise to support User Story development, acceptance criteria, and prioritization.

Specifically, the PO:

- Ensures the items at the top of the product backlog meet the Definition of Ready before the start of each sprint
- Is available to the team to answer any questions/discuss open items
- Identifies and prioritizes what needs to be built
- Prioritizes and continuously refines the product backlog and makes sure that the highest-priority work gets done first
- Facilitates the Sprint Review meeting and accepts/rejects User Stories completed by the Scrum Development team based on the Definition of Done
- Removes any MDHHS-specific impediments that prevent the team from making progress
- Communicates directly as a part of the Scrum Development Team by discussing vision/goals
- Required to attend Story mapping, review sessions, Sprint planning, Product Backlog refinement, Sprint review meetings, and other workshops identified
- Leads Product Backlog refinement
- Works as a part of the Scrum Development Team and coordinates with the business stakeholders
- Channels communications from all stakeholders and determines how to prioritize backlog based on the information that was provided

Name	Agency/Division	Title
Elizabeth Hawrylo	MDHHS	CPS Tech Suite Product Owner
Chontelle Williams	MDHHS	CI Portal Product Owner

**9.3. DTMB Senior Leadership/ISA Technical Delivery Owner**

DTMB primary stakeholder who supports the team and agency partner in achieving the project goals. The DTMB Senior Leadership/ISA Technical Delivery Owner has overall responsibility for the project.

**Project Scope/Cost Management**

- Review and resolve contractual issues
- Approving invoices for Contractor contracts
- Review and approve change controls that impact cost or schedule
- Project Quality Considerations
- Participates, as requested, in resolving non-compliance within the organization
- Functions as a highest-level escalation point for project-related issues
- Understands and supports the SUITE process

**Project Communications Management**

- Conducts status meetings and is the focal point for Executive client communications
- Serves as the DTMB project team representative for project priorities
- Communicates project-related matters within the DTMB organization
- Participates as DTMB escalation point
- project risk/Issue management

- Participates in periodic reviews of project-related risks, issues, and change controls according to the Project Communication Plan, to understand relative importance, and to ensure that risks are being handled and mitigation activities executed to avoid/reduce adverse impacts on achieving objectives
- Resolves/Participates in the resolution of escalated risks, as required

#### **9.4. DTMB Technical Owner**

The DTMB Technical Owner works directly with the Scrum Development Team providing the technical knowledge to support the project teams in planning and execution. The leader who has direct responsibility for achieving the business objectives and benefits of the project. This individual allocates team members to the work assigned by the agency partners utilizing the product backlog for prioritization.

- Resolve escalated project issues in a timely manner
- Review Project Management Plan, schedule, status, and issues
- Resolve escalated deviations from Project Management Plan
- Provide change control review and approval
- Ensure timely availability of State resource to resolve issues identified by the Project Manager
- Approve and sign-off on deliverables/milestones
- Approve timesheets and invoices
- Serves as the DTMB project team representative for project priorities

#### **9.5. DTMB -Project Manager**

DTMB Project Manager collaborates with all Contractor Project Managers to define schedules, control, and adjusts all tasks and workloads of the project. The DTMB Project Manager collaborates with the Contractor Project Managers to manage and track project issues and risks and will make sure all project commitments are met. The DTMB Project Manager communicates project status to all stakeholders.

- Coordinate acceptance and sign-off on deliverables/milestones
- Coordinate approval of Contractor invoices
- Review DTMB resource timesheets
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive every important project decision
- Arrange, schedule, and facilitate State staff attendance at all project meetings
- Manages the planning process
- Manages overall project schedule
- Drives multiple releases/projects
- Facilitates Release planning and retrospective
- Provides access to tools and people
- Owns all action items for the project until he/she finds the right owner
- Owns reporting on project status, to all directions



**Change Notice No. 51 to Contract No. 071B5500113**

- Coordinates other release support
- Responsible for risk assessment and mitigation
- Finds and works to remove roadblocks
- Facilitates communication between roles for every aspect of the project
- Responsible for keeping release/project information consolidated, organized, and up to date
- Drives the cross-functional team at all levels

Name	Agency/Division	Title	Supporting Role
Judy Odett	DTMB/AS/MDHHS/ Child Welfare & Child Support	Business Relationship Manager	Child Welfare ISA Technical Delivery Owner
Rick Manning	DTMB/AS/MDHHS/ Child Welfare & Child Support	State Administrative Manager	DTMB Technical Owner
TBD	DTMB EPMO	Child Welfare Project Manager	DTMB Project Manager
Pete Eckman	DTMB/AS/MDHHS/ Child Welfare & Child Support	Solutions Architect	Child Welfare & Child Support Solutions Architect

The above list comprises State leads for the project and is not inclusive of all State staff performing work effort on this project.

## **10. ACCEPTANCE:**

### **10.1. Deliverable Acceptance Criteria**

Documents are to be dated, and in electronic format, compatible with State software.

- Draft documents are not accepted as final deliverables.
- Rationally derived deliverables are subject to QA review and audit, and any instance of non-compliance shall be corrected or otherwise resolved by a work-around.
- Documents will be reviewed and accepted in accordance with the requirements of this SOW.

### **10.2. Deliverables**

#### **10.2.1. Document Deliverables**

- Documents are dated and in electronic format, compatible with the State of Michigan software.
- Any changes to requirements once they are approved will be captured in the change control document and the revised Work Requests.
- Draft documents are not accepted as final deliverables.
- DTMB and MDHHS will review artifacts identified as Deliverables and Reports under Section 1.301 of this SOW. Non-electronic approvals/acceptance will be either written and signed or approved/accepted by e-mail (based on approved Suite Deliverables Checklist for the project), by the designated project ownership team (as designated in the Project Charter).
- Issues will be documented and submitted to the Contractor and resolved per Section 1.402 of the Contract.

#### **10.2.2. Software Deliverables**

General software includes, but is not limited to, software product, development tools, support tools, data migration software, integration software, and installation software.

- Beta software is not accepted as a final deliverable.

- The software will be reviewed and accepted in accordance with the requirements of the contract,
- DHHS and DTMB will review software within a mutually agreed-upon timeframe for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery, and operation.
  - Approvals will be written and signed by both the DTMB Project Manager and Agency Project Manager.
  - Unacceptable issues will be documented and submitted to the Contractor.
  - After issues are resolved or waived, the Contractor will resubmit software for approval within 30 days of receipt.
- Software is installed and configured, with assistance from DTMB, in an appropriate environment (e.g. development, conversion, SIT/QA testing, UAT testing, production, and training).
- Contingency plans, de-installation procedures, and software are provided by the Contractor and approved by both the DTMB Project Manager and Agency Project Manager (per contract block at the top of this SOW).
- Final acceptance of the software will depend on the successful completion of User Acceptance Testing (UAT).
- Testing will demonstrate the system's compliance with the requirements of the Contract. At a minimum, the testing will confirm the following:
  - Functional – capabilities of the system concerning the Release Themes (Functions and Features) described in the Contract.
  - Performance – the ability of the system to perform the workload throughput requirements. All problems should be completed satisfactorily within the allotted time frame based on the available capacity.
- Software source code, where applicable, is reviewed by DTMB within a mutually agreed-upon timeframe for readability, structure, and configuration management.
  - Approvals will be written and signed by both the DTMB Project Manager and Agency Product Owner.
  - Unacceptable issues will be documented and submitted to the Contractor.
  - After issues are resolved or waived, the Contractor will resubmit the source code for approval.
- The deliverable approval process outlined in the contract terms has been followed and met.
- The Contractor will work with DTMB Project Manager and DHHS Product Owner to prioritize the highest value features for development first and deliver functionality incrementally for testing and review. DHHS will execute core testing of each release of new functionality in no less than 5 days of availability in a test environment.

**11. COMPENSATION AND PAYMENT:****11.1. Method of Payment**

Payments to the Contractor will be made on a capacity-based model payable “monthly” (as per the below table) upon acceptance of invoices.

<b>SERVICE</b>	<b>DURATION</b>	<b>NUMBER OF MONTHS</b>	<b>TOTAL COST</b>	<b>MONTHLY COST</b>
Monthly Maintenance Support	10/01/2022 – 09/30/2023	12	<b>\$ 218,845</b>	<b>\$ 18,237.083</b>
Monthly Operations Support	10/01/2022 – 09/30/2023	12	<b>\$ 875,365</b>	<b>\$ 72,947.083</b>

DTMB will pay the Contractor upon receipt of properly completed invoices. Invoices must be submitted to the billing address on the State issued purchase order not more often than monthly. All invoices should reflect the actual hours by staff and by invoice date and must be approved by the DTMB Project Manager prior to payment. DTMB Accounts Payable area will coordinate obtaining approval from the DTMB Project Manager, which will be provided only upon the completion of each release and the deliverables outlined for the release. The invoices shall describe and document to the State’s satisfaction and a description of the work performed and the progress of the project. All invoices must include the SOM issued purchase order number.

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

The Contractor will be required to remit an Administrative Fee, per Section 1.604 of the Contract on all payments remitted under the Contract.

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

**11.2. Travel:**

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

**11.3. Out-of-Pocket Expenses:**

Contractor out-of-pocket expenses are not reimbursable by the State.

**12. APPENDIX – A (PROJECT TEAM)**

This Statement of Work addresses the project scope for prioritization and planning purposes based on the available capacity (mentioned below).

Role	Role Summary	Name	Rate	Hours	Total Cost
Project Manager	Project oversight and escalations.	Partha Mukhopadhyay	\$190	494	\$93,860
Technical Lead	Manage all day to day maintenance and operations activities. Salesforce architecture guidance, development team support, and technical design guidance.	Shivangi Singh	\$170	2,223	\$377,910
Functional Lead + Tester	Develop and manage product backlog, functional requirements, and design, support user testing. Monitor production logs and integrations for SCP Portal; Triage technical issues with external systems. Conduct SIT and Support UAT	Derek Gauthier	\$160	2,223	\$355,680
Mobile App Developer	Monitor production logs and integrations for Mobile App; Triage technical issues with external systems, fix critical issues in Mobile App	Anurag Jain	\$120	2,223	\$266,760

				<b>7,163</b>	<b>\$1,094,210</b>
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**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 48933  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **50**

to

Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Various	MDHHS
	Contract Administrator	Katelyn LaHaye	DTMB
		(517) 388-7422 lahayek@michigan.gov	

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>		<input type="checkbox"/>		December 20, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$99,848,400.34	\$0.00	\$99,848,400.34		

**DESCRIPTION**

Effective 9/21/2022, the following amendment is hereby incorporated into this contract, per the attached Statement of Work. This contract utilizes \$14,618,796.80 from previously approved Ad-Board Change Notice 48.

- Extend Contractor staff resources and associated capacity and cost as issued under Contract Change Notice (CCN) 49 for work identified, planned, and approved under the MDHHS IT Executive Governance approval process. (Service dates: 10/1/2022-09/30/2023)
- All work performed will be pursuant to the existing Contract 071B5500113 (the "Contract").
- All terms, conditions, and specifications contained in the existing Contract remains in full force and effect.
- The State shall plan for capacity based on the current staffing list in Attachment A. Any adjustments to the current staffing list will be requested with a 30-day lead time.

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

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov





MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT, & BUDGET  
IT SERVICES MDHHS INTEGRATED SERVICE DELIVERY (ISD)  
PORTAL IMPLEMENTATION  
STATEMENT OF WORK

<b>PROJECT TITLE:</b> MDHHS Salesforce Platform (MI Connect)	<b>PERIOD OF COVERAGE:</b> October 1, 2022 - September 30, 2023
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management, & Budget (DTMB) in support of MDHHS	<b>DATE:</b> September 2, 2022
<b>AGENCY PROJECT MANAGER:</b> Duane Kerkstra	<b>PHONE:</b> 248.660.0132
<b>DTMB PROJECT MANAGER:</b> Nathan Buckwalter	<b>PHONE:</b> 517-241-5498

**1.0 PROJECT IDENTIFICATION**

**1.10 PROJECT REQUEST**

- This Statement of Work (SOW) is to extend Contractor staff resources and associated capacity and cost as issued under Contract Change Notice (CCN) 49 for work identified, planned, and approved under the MDHHS IT Executive Governance approval process.
- All work performed will be pursuant to the existing Contract 071B5500113 (the "Contract").
- All terms, conditions, and specifications contained in the existing Contract remains in full force and effect.
- The State shall plan for capacity based on the current staffing list in Attachment A. Any adjustments to the current staffing list will be requested with a 30-day lead time.

The following sections are amended:

**7.10 METHOD OF PAYMENT**

The resources and associated cost for this SOW are based on MDHHS IT Executive Governance approved Project Cost Estimates and Change Requests supporting MDHHS requirements.

The **total value of this SOW is \$14,618,796.80** accounting for resource support and estimated AWS usage from October 1, 2022, through September 30, 2023 (State Fiscal Year 2023, referenced as "FY23").

Table 1 (cost) and Attachment A (capacity) reflect the FY23 Contractor resource cost and estimated resource capacity available for State planning of work.

The estimated FY23 AWS usage cost is \$985,000.00.

The estimated hours reflected in Table 1 below are notional numbers based on each month's expected capacity/cost and will vary depending on resource allocation across projects and specific onboarding dates for individual resources.

**Table 1** : Contractor Resource Monthly estimated capacity and fixed cost:

<b>Payment #</b>	<b>Service Date</b>	<b>EST Hours</b>	<b>TOTAL Monthly Cost</b>
1	10/01/22 – 10/31/22	~12,867	\$1,136,149.73
2	11/01/22 – 11/30/22	~12,867	\$1,136,149.73
3	12/01/22 – 12/31/22	~12,867	\$1,136,149.73
4	01/01/23 – 01/31/23	~12,867	\$1,136,149.73
5	02/01/23 – 02/28/23	~12,867	\$1,136,149.73
6	03/01/23 – 03/31/23	~12,867	\$1,136,149.73
7	04/01/23 – 04/30/23	~12,867	\$1,136,149.73
8	05/01/23 – 05/31/23	~12,867	\$1,136,149.73
9	06/01/23 – 06/30/23	~12,867	\$1,136,149.73
10	07/01/23 – 07/31/23	~12,867	\$1,136,149.73
11	08/01/23 – 08/31/23	~12,867	\$1,136,149.73
12	09/01/23 – 09/30/23	~12,867	\$1,136,149.73
<b>TOTAL Est Hours &amp; SOW value for Contractor Resource support:</b>		<b>154,405</b>	<b>\$13,633,796.80</b>

**Attachment A**

This Statement of Work provides the following estimated total capacity in support of FY23 from October 1, 2022 to September 30, 2023. The capacity staffing table supports MDHHS IT Executive Governance approved work as directed by the DTMB AS Project Manager.

Site	Role	Title	\$/H	Est Hours	Total
Onsite	ISD Project Director	Project Manager	\$190	3,137.40	\$596,106.00
Onsite	Business Analyst	Solution/Business Req lead	\$160	20,169.00	\$3,227,040.00
Onsite	Development Lead	Technical Lead	\$170	2,241.00	\$380,970.00
Onsite	AWS Architect	Architect	\$250	224.10	\$56,025.00
Onsite	AWS Configuration Specialist	Programmer	\$175	2,241.00	\$392,175.00
Onsite	Test Lead	Test Lead	\$170	2,241.00	\$380,970.00
Onsite	Tester	Tester	\$100	6,723.00	\$672,300.00
Onsite	Integration Developer	Programmer	\$120	6,723.00	\$806,760.00
Onsite	Build Engineer	SFDC Configuration Analyst	\$130	4,482.00	\$582,660.00
Onsite	Prod Support Analyst	Programmer	\$120	13,446.00	\$1,613,520.00
Onsite	Archival / Reporting Analyst	Programmer	\$120	4,482.00	\$537,840.00
Onsite	CRM Analyst	Programmer	\$120	2,241.00	\$268,920.00
Onsite	M&O Lead	Programmer	\$170	2,241.00	\$380,970.00
Offshore	Development Director	Development Director	\$72	448.20	\$32,270.40
Offshore	Dev Lead	Dev Lead	\$72	448.20	\$32,270.40
Offshore	Tech Lead / Scrum Lead	Tech Lead	\$65	2,241.00	\$145,665.00
Offshore	Developer	Programmer	\$46	40,338.00	\$1,855,548.00
Offshore	Integration Developer	Programmer	\$61	2,241.00	\$136,701.00
Offshore	Reports Developer	Power BI Programmer	\$46	4,482.00	\$206,172.00
Offshore	Test Lead	Tester	\$61	2,241.00	\$136,701.00
Offshore	Tester	Tester	\$38	31,374.00	\$1,192,212.00
<b>Total Cost for 12 Months</b>					<b>\$ 13,633,796.80</b>



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **49**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Various	MDHHS
	Contract Administrator	Katelyn LaHaye (517) 388-7422 lahayek@michigan.gov	DTMB

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 2023

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

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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"/>		December 20, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$99,848,400.34	\$0.00	\$99,848,400.34		

**DESCRIPTION**

Effective 8/5/2022, this contract utilizes \$636,894.00 from previously approved Ad-Board Change Notice 48.

This Statement of Work (SOW) is to:

- Increase Contractor staff resources and the associated capacity and cost as issued under Contract Change Notice (CCN) 47.
- The current capacity available for State planning of the MDHHS Salesforce Platform Maintenance, Operations and Enhancement efforts is fully utilized. Additional work has been identified and approved under the IT Executive Governance approval process.
- All work performed will be pursuant to the existing Contract 071B5500113 (the "Contract").
- All terms, conditions, and specifications contained in the existing Contract remains in full force and effect.
- The State shall plan for capacity based on the current staffing list in Attachment A. Any adjustments to the current staffing list will be requested with a 30-day lead time.

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

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov



MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT, & BUDGET  
IT SERVICES MDHHS INTEGRATED SERVICE DELIVERY (ISD)  
PORTAL IMPLEMENTATION  
STATEMENT OF WORK

<b>PROJECT TITLE:</b> MDHHS Salesforce Platform	<b>PERIOD OF COVERAGE:</b> October 1, 2021 - September 30, 2022
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management, & Budget (DTMB) in support of MDHHS	<b>DATE:</b> July 7, 2022
<b>AGENCY PROJECT MANAGER:</b> Duane Kerkstra	<b>PHONE:</b> 248.660.0132
<b>DTMB PROJECT MANAGER:</b> Nathan Buckwalter	<b>PHONE:</b> 517-241-5498

**1.0 PROJECT IDENTIFICATION**

**1.10 PROJECT REQUEST**

- This Statement of Work (SOW) is to increase Contractor staff resources and the associated capacity and cost as issued under Contract Change Notice (CCN) 47.
- The current capacity available for State planning of the MDHHS Salesforce Platform Maintenance, Operations and Enhancement efforts is fully utilized. Additional work has been identified and approved under the IT Executive Governance approval process.
- All work performed will be pursuant to the existing Contract 071B5500113 (the "Contract").
- All terms, conditions, and specifications contained in the existing Contract remains in full force and effect.
- The State shall plan for capacity based on the current staffing list in Attachment A. Any adjustments to the current staffing list will be requested with a 30-day lead time.

The following sections are amended:

**7.10 METHOD OF PAYMENT**

The resources and associated cost for this SOW are based on IT Executive Governance approved Project Cost Estimates and Change Requests supporting MDHHS requirements.

The **total value of this SOW is \$14,371,538.80** accounting for resource support (Table 1) and the estimated AWS usage from October 1, 2021, through September 30, 2022 (State Fiscal Year 2022, referenced as "FY22"). This SOW amends CCN47 to increase the FY22 total value by \$636,894.00 for an additional 6,012 annual Contractor Resource hours support services during July 1, 2022, through September 30, 2022.

CCN47 Table 1 (cost) and Attachment A (capacity) are replaced in their entirety with this SOW reflecting the total FY22 Contractor Resource cost and capacity. The estimated AWS usage cost of \$985,000.00 remains the same as issued under CCN46.

Table 1 is modified to reflect the increase in cost for July 1, 2022-September 30, 2022. For reference, October 2021 through June 2022 are included but remain the same as issued under CCN47 as indicated in grey below. Attachment A is modified with the increased resource roles and hours and documents the full FY22 resource capacity and cost.

The estimated hours reflected in Table 1 below are notional numbers based on each month's expected capacity and will vary depending on resource allocation across projects and specific onboarding dates for individual resources.

**Table 1 : Contractor Resource Monthly Fixed cost:**

<b>Payment #</b>	<b>Service Date</b>	<b>EST Hours</b>	<b>TOTAL MONTHLY COST</b>
1	10/01/21 – 10/31/21	~9,728.19	\$860,436.90
2	11/01/21 – 11/30/21	~9,728.19	\$860,436.90
3	12/01/21 – 12/31/21	~12,073.93	\$1,067,912.10
4	01/01/22 – 01/31/22	~12,073.93	\$1,067,912.10
5	02/01/22 – 02/28/22	~12,152.46	\$1,068,371.10
6	03/01/22 – 03/31/22	~12,152.46	\$1,068,371.10
7	04/01/22 – 04/30/22	~13,212.21	\$1,154,865.60
8	05/01/22 – 05/31/22	~13,212.21	\$1,154,865.60
9	06/01/22 – 06/30/22	~13,212.21	\$1,154,865.60
10	07/01/22 – 07/31/22	~14,868.21	\$1,358,535.60
11	08/01/22 – 08/31/22	~14,330.46	\$1,284,983.10
12	09/01/22 – 09/30/22	~14,330.46	\$1,284,983.10
<b>TOTAL Est Hours &amp; SOW value for Contractor Resource support:</b>		<b>151,074.90</b>	<b>\$ 13,386,538.80</b>

**Attachment A**

The below table represents the additional roles/hours for resources as a part of this SOW which amends the months of July, August, and September 2022:

Site	Role	Title	\$/H	Hours	Total
Onsite	Business Analyst	Solution/Business Req lead	\$160	2,106.00	\$336,960.00
Onsite	Training Analyst	Solution/Business Req lead	\$160	171.00	\$27,360.00
Onsite	Integration Developer	Programmer	\$120	1,134.00	\$136,080.00
Onsite	OCM Lead	OCM Lead	\$190	171.00	\$32,490.00
Offshore	Developer	Programmer	\$46	1,458.00	\$67,068.00
Offshore	Tester	Tester	\$38	972.00	\$36,936.00
<b>Total Increased Cost for 3 Months</b>					<b>\$ 636,894.00</b>

This Statement of Work provides the following roles and total estimated capacity in support of FY22 from October 1, 2021, to September 30, 2022. The capacity staffing supports IT Executive Governance approved work as directed by the DTMB AS Project Manager.

Site	Role	Title	\$/H	Hours	Total
Onsite	ISD Project Director	Project Manager	\$190	3,137.40	\$596,106.00
Onsite	Business Analyst	Solution/Business Req lead	\$160	14,436.00	\$2,309,760.00
Onsite	Training Analyst	Solution/Business Req lead	\$160	2,943.00	\$470,880.00
Onsite	Development Lead	Technical Lead	\$170	2,241.00	\$380,970.00
Onsite	AWS Architect	Architect	\$250	224.10	\$56,025.00
Onsite	AWS Configuration Specialist	Programmer	\$175	4,203.00	\$735,525.00
Onsite	Test Lead	Test Lead	\$170	2,241.00	\$380,970.00
Onsite	Tester	Tester	\$100	6,723.00	\$672,300.00
Onsite	Integration Developer	Programmer	\$120	5,616.00	\$673,920.00
Onsite	Build Engineer	SFDC Configuration Analyst	\$130	4,482.00	\$582,660.00
Onsite	Prod Support Analyst	Programmer	\$120	8,964.00	\$1,075,680.00
Onsite	Archival / Reporting Analyst	Programmer	\$120	5,535.00	\$664,200.00
Onsite	CRM Analyst	Programmer	\$120	2,241.00	\$268,920.00
Onsite	M&O Lead	Programmer	\$170	2,241.00	\$380,970.00
Onsite	OCM Lead	OCM Lead	\$190	1,845.00	\$350,550.00
Offshore	Development Director	Development Director	\$72	448.20	\$32,270.40
Offshore	Dev Lead	Dev Lead	\$72	448.20	\$32,270.40
Offshore	Tech Lead / Scrum Lead	Tech Lead	\$65	2,241.00	\$145,665.00
Offshore	Developer	Programmer	\$46	36,567.00	\$1,749,150.00
Offshore	Integration Developer	Programmer	\$61	2,241.00	\$136,701.00
Offshore	Reports Developer	Power BI Programmer	\$46	4,041.00	\$185,886.00
Offshore	AWS Configuration Specialist	Programmer	\$55	3,789.00	\$208,395.00
Offshore	Test Lead	Tester	\$61	2,241.00	\$136,701.00



Offshore	Tester	Tester	\$38	30,528.00	\$1,160,064.00
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<b>Estimated Capacity and Monthly Cost:</b>		
October and November	19,456	\$1,720,873.80
December and January	24,148	\$2,135,824.20
February and March	24,305	\$2,136,742.20
April through June	39,637	\$3,464,596.80
July through September	43,529	\$3,928,501.80
<b>Total Estimated Capacity and Monthly Cost for 12 Months (FY22)</b>	<b>151,075</b>	<b>\$ 13,386,538.80</b>



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **48**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Various	MDHHS
	Contract Administrator	Mecca Martin (517) 230-5694 martinm42@michigan.gov	DTMB

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 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**

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**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	12 Months	<input type="checkbox"/>		December 20, 2023

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$80,890,012.34	\$18,958,388.00	\$99,848,400.34

**DESCRIPTION**

Effective 5/10/2022, this Contract is exercising option year 3 of 5 and is increased by \$18,958,388.00. The revised contract expiration date is 12/20/2023.

This change includes increasing the contract value for additional Contractor resources/work to be performed on various projects to support MDHHS initiatives. Drawing down from this increased value must be memorialized within subsequent Statement of Work(s) that will issue as a Contract Change Notice(s) to detail the exact resource/work and that will have ITEG approval of associated cost. The State is under no obligation to utilize these funds until a SOW issues.

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) contractor (request/proposal) and agency (request) agreement, DTMB Procurement approval, and State Administrative Board approval on 5/10/2022.

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov



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

**CONTRACT CHANGE NOTICE**

Change Notice Number 47  
 to  
 Contract Number 071B5500113

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Various	MDHHS
	Contract Administrator	Mecca Martin (517) 230-5694 martinm42@michigan.gov	DTMB

**CONTRACT SUMMARY**

CASE MANAGEMENT SYSTEM - SALESFORCE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 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"/>		December 20, 2022

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$80,890,012.34	\$0.00	\$80,890,012.34

**DESCRIPTION**

Effective 3/29/2022, this contract utilizes \$345,978.00 from previously approved Ad-Board funds from CN 42 to amend CN 46 to increase resource support capacity to 145,062.90 during FY22 (from 140,824 hours) and the associated monthly cost for 4 months (April 1 - July 31, 2022, by \$86,494.50 each) in support of the MDHHS Salesforce Platform (prior reference as ISD Portal).

The following amendment is hereby incorporated into the contract that adds Exhibit 7 IRS Publication 1075. Changes aren't effective until May 2022 (Publication 1075 - <https://www.irs.gov/pub/irs-pdf/p1075.pdf>).

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

Note: (CN 42) \$15,272,944.00 - (CN43) \$11,309,242.80 - (CN 44) \$1,094,210.00 - (CN 45) \$1,905,840.00 - (CN 47) \$345,978.00

\$617,673.20 Remaining from 9/28 Ad Board

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov



MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT, & BUDGET  
IT SERVICES MDHHS INTEGRATED SERVICE DELIVERY (ISD)  
PORTAL IMPLEMENTATION  
STATEMENT OF WORK

<b>PROJECT TITLE:</b> MDHHS Salesforce Platform	<b>PERIOD OF COVERAGE:</b> October 1, 2021 - September 30, 2022
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management, & Budget (DTMB) in support of MDHHS	<b>DATE:</b> January 28, 2022
<b>AGENCY PROJECT MANAGER:</b> Duane Kerkstra	<b>PHONE:</b> 248.660.0132
<b>DTMB PROJECT MANAGER:</b> Nathan Buckwalter	<b>PHONE:</b> 517-241-5498

**1.0 PROJECT IDENTIFICATION**

**1.10 PROJECT REQUEST**

- This Statement of Work (SOW) is to increase Contractor staff resources and associated capacity and cost as issued under Contract Change Notice (CCN) 46.
- The current capacity available for State planning of the MDHHS Salesforce Platform Maintenance, Operations and Enhancement efforts is fully utilized. Additional work has been identified and approved under the IT Executive Governance approval process.
- All work performed will be pursuant to the existing Contract 071B5500113 (the "Contract").
- All terms, conditions, and specifications contained in the existing Contract remains in full force and effect.
- The State shall plan for capacity based on the current staffing list in Attachment A. Any adjustments to the current staffing list will be requested with a 30-day lead time.

The following sections are amended:

**7.10 METHOD OF PAYMENT**

The resources and associated cost for this SOW are based on IT Executive Governance approved Project Cost Estimates and Change Requests supporting MDHHS requirements.

The **total value of this SOW is \$13,733,644.80** accounting for resource support and estimated AWS usage from October 1, 2021, through September 30, 2022 (State Fiscal Year 2022, referenced as "FY22").

This SOW amends CCN46 to increase the FY22 total value by \$345,978.00 for an additional 4,239 annual Contractor Resource hours support services.

CCN46 Table 1 (cost) and Attachment A (capacity) are replaced in their entirety with this SOW reflecting the Total State FY22 Contractor Resource cost and capacity. Estimated AWS usage cost of \$985,000.00 remains the same as issued under CCN46.

Table 1 is modified to reflect the increase in cost for October 2021-September 2022 (FY22). For reference, all months are included, but those in grey remain as issued under CCN46 and are indicated in grey. Attachment A is modified with the increased resource roles and hours and documents the full FY22 resource capacity as amended.

The estimated hours reflected in Table 1 below are notional numbers based on each month's expected capacity/cost and will vary depending on resource allocation across projects and specific onboarding dates for individual resources.

**Table 1: Contractor Resource Monthly Fixed cost**

<b>Payment #</b>	<b>Service Date</b>	<b>EST Hours</b>	<b>TOTAL MONTHLY COST</b>
1	10/01/21 – 10/31/21	~9,728.19	\$860,436.90
2	11/01/21 – 11/30/21	~9,728.19	\$860,436.90
3	12/01/21 – 12/31/21	~12,073.93	\$1,067,912.10
4	01/01/22 – 01/31/22	~12,073.93	\$1,067,912.10
5	02/01/22 – 02/28/22	~12,152.46	\$1,068,371.10
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7	04/01/22 – 04/30/22	~13,212.21	\$1,154,865.60
8	05/01/22 – 05/31/22	~13,212.21	\$1,154,865.60
9	06/01/22 – 06/30/22	~13,212.21	\$1,154,865.60
10	07/01/22 – 07/31/22	~13,212.21	\$1,154,865.60
11	08/01/22 – 08/31/22	~12,152.46	\$1,068,371.10
12	09/01/22 – 09/30/22	~12,152.46	\$1,068,371.10
<b>TOTAL Est Hours &amp; SOW value for Contractor Resource support:</b>		<b>145,062.90</b>	<b>\$ 12,749,644.80</b>



Attachment A

This Statement of Work provides the following total capacity in support of FY22 from October 1, 2021 to September 30, 2022. The capacity staffing table supports IT Executive Governance approved work as directed by the DTMB AS Project Manager.

Site	Role	Title	\$/H	Hours	Total
Onsite	ISD Project Director	Project Manager	\$190	3,137.40	\$596,106.00
Onsite	Business Analyst	Solution/Business Req lead	\$160	12,330.00	\$1,972,800.00
Onsite	Training Analyst	Solution/Business Req lead	\$160	2,772.00	\$443,520.00
Onsite	Development Lead	Technical Lead	\$170	2,241.00	\$380,970.00
Onsite	AWS Architect	Architect	\$250	224.10	\$56,025.00
Onsite	AWS Configuration Specialist	Programmer	\$175	4,203.00	\$735,525.00
Onsite	Test Lead	Test Lead	\$170	2,241.00	\$380,970.00
Onsite	Tester	Tester	\$100	6,723.00	\$672,300.00
Onsite	Integration Developer	Programmer	\$120	4,482.00	\$537,840.00
Onsite	Build Engineer	SFDC Configuration Analyst	\$130	4,482.00	\$582,660.00
Onsite	Prod Support Analyst	Programmer	\$120	8,964.00	\$1,075,680.00
Onsite	Archival / Reporting Analyst	Programmer	\$120	5,535.00	\$664,200.00
Onsite	CRM Analyst	Programmer	\$120	2,241.00	\$268,920.00
Onsite	M&O Lead	Programmer	\$170	2,241.00	\$380,970.00
Onsite	OCM Lead	OCM Lead	\$190	1,674.00	\$318,060.00
Offshore	Development Director	Development Director	\$72	448.20	\$32,270.40
Offshore	Dev Lead	Dev Lead	\$72	448.20	\$32,270.40
Offshore	Tech Lead / Scrum Lead	Tech Lead	\$65	2,241.00	\$145,665.00
Offshore	Developer	Programmer	\$46	36,567.00	\$1,682,082.00
Offshore	Integration Developer	Programmer	\$61	2,241.00	\$136,701.00
Offshore	Reports Developer	Power BI Programmer	\$46	4,041.00	\$185,886.00
Offshore	AWS Configuration Specialist	Programmer	\$55	3,789.00	\$208,395.00
Offshore	Test Lead	Tester	\$61	2,241.00	\$136,701.00
Offshore	Tester	Tester	\$38	29,556.00	\$1,123,128.00
<b>Total Cost for 12 Months</b>					<b>\$12,749,644.80</b>
Monthly Cost (October and November)					\$860,436.90
Monthly Cost (December and January)					\$1,067,912.10
Monthly Cost (February and March)					\$1,068,371.10
Monthly Cost (April through July)					\$1,154,865.60
Monthly Cost (August and September)					\$1,068,371.10

## Exhibit 7 IRS Publication 1075

### Exhibit 7 Safeguarding Contract Language

#### I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- (11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and

obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

## II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see [Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure](#)). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **III. INSPECTION**

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **46**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Various	MDHHS
	Contract Administrator	Mecca Martin (517) 230-5694 martinm42@michigan.gov	DTMB

CONTRACT SUMMARY				
CASE MANAGEMENT SYSTEM - SALESFORCE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 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"/>		December 20, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$80,717,428.34	\$172,584.00	\$80,890,012.34		
DESCRIPTION				
Effective 1/27/2022, this Contract is hereby increased by \$172,584.00 for MDHHS use to increase Contractor staff resources and associated capacity and cost as issued under Contract Change Notice (CCN) 45 per the attached SOW. All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) contractor (request/ proposal) and agency (request) agreement, and DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov



MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT, & BUDGET  
IT SERVICES  
MDHHS INTEGRATED SERVICE DELIVERY  
(ISD) PORTAL IMPLEMENTATION  
STATEMENT OF WORK

<b>PROJECT TITLE:</b> MDHHS Salesforce Platform	<b>PERIOD OF COVERAGE:</b> October 1, 2021 - September 30, 2022
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management, & Budget (DTMB) in support of MDHHS	<b>DATE:</b> January 18, 2022
<b>AGENCY PROJECT MANAGER:</b> Duane Kerkstra	<b>PHONE:</b> 248.660.0132
<b>DTMB PROJECT MANAGER:</b> Nathan Buckwalter	<b>PHONE:</b> 517-241-5498

**1.0 PROJECT IDENTIFICATION**

**1.10 PROJECT REQUEST**

- This Statement of Work (SOW) is to increase Contractor staff resources and associated capacity and cost as issued under Contract Change Notice (CCN) 45.
- Although ISD Portal references the MDHHS MiBridges program specifically, MDHHS has since leveraged the ISD Portal Salesforce Platform technology across multiple MDHHS programs. References to ISD Portal encompasses related support services for the MDHHS Salesforce Platform and incorporates any and all MDHHS programs as identified by the State.
- The current capacity available for State planning of the MDHHS Salesforce Platform Maintenance, Operations and Enhancement efforts is fully utilized. Additional work has been identified and approved under the IT Executive Governance approval process.
- All work performed will be pursuant to the existing Contract 071B5500113 (the "Contract").
- All terms, conditions, and specifications contained in the existing Contract remains in full force and effect.
- The State shall plan for capacity based on the current staffing list in Attachment A. Any adjustments to the current staffing list will be requested with a 30-day lead time.

The following sections are amended:

**7.10 METHOD OF PAYMENT**

The resources and associated cost for this SOW are based on IT Executive Governance approved Project Cost Estimates and Change Requests supporting MDHHS requirements.

The **total value of this SOW is \$13,387,666.80** accounting for resource support and estimated AWS usage from October 1, 2021, through September 30, 2022 (State Fiscal Year 2022, referenced as "FY22").

This SOW amends CCN45 to increase the FY22 total value by \$172,584 for an additional 2,538 annual Contractor Resource hours support services.

CCN45 Table 1 (cost) and Attachment A (capacity) are replaced in their entirety with this SOW reflecting the Total State FY22 Contractor Resource cost and capacity. Estimated AWS usage cost of \$985,000.00 remains the same as issued under CCN43 and CCN45.

Table 1 is modified to reflect the increase in cost for December 2021-September 2022. For reference, October, November, and December 2021 are included but remain as issued under CCN45 and are indicated in grey below. Attachment A is modified with the increased resource roles and hours and documents the full FY22 resource capacity.

The estimated hours reflected in Table 1 below are notional numbers based on each month's expected capacity/cost and will vary depending on resource allocation across projects and specific onboarding dates for individual resources.

**Table 1: Contractor Resource Monthly Fixed cost:**

<b>Payment #</b>	<b>Service Date</b>	<b>EST Hours</b>	<b>TOTAL MONTHLY COST</b>
1	10/01/21 – 10/31/21	~9,728.19	\$860,436.90
2	11/01/21 – 11/30/21	~9,728.19	\$860,436.90
3	12/01/21 – 12/31/21	~12,073.93	\$1,067,912.10
4	01/01/22 – 01/31/22	~12,073.93	\$1,067,912.10
5	02/01/22 – 02/28/22	~12,152.46	\$1,068,371.10
6	03/01/22 – 03/31/22	~12,152.46	\$1,068,371.10
7	04/01/22 – 04/30/22	~12,152.46	\$1,068,371.10
8	05/01/22 – 05/31/22	~12,152.46	\$1,068,371.10
9	06/01/22 – 06/30/22	~12,152.46	\$1,068,371.10
10	07/01/22 – 07/31/22	~12,152.46	\$1,068,371.10
11	08/01/22 – 08/31/22	~12,152.46	\$1,068,371.10
12	09/01/22 – 09/30/22	~12,152.46	\$1,068,371.10
<b>TOTAL Est Hours &amp; SOW value for Contractor Resource support:</b>		<b>140,823.90</b>	<b>\$ 12,403,666.80</b>



Attachment A

This Statement of Work provides the following total capacity in support of FY22 from October 1, 2021, to September 30, 2022. The capacity staffing table supports IT Executive Governance approved work as directed by the DTMB AS Project Manager.

Site	Role	Title	\$/H	Hours	Total
Onsite	ISD Project Director	Project Manager	\$190	3,137.40	\$596,106.00
Onsite	Business Analyst	Solution/Business Req lead	\$160	10,926.00	\$1,748,160.00
Onsite	Training Analyst	Solution/Business Req lead	\$160	2,772.00	\$443,520.00
Onsite	Development Lead	Technical Lead	\$170	2,241.00	\$380,970.00
Onsite	AWS Architect	Architect	\$250	224.10	\$56,025.00
Onsite	AWS Configuration Specialist	Programmer	\$175	4,203.00	\$735,525.00
Onsite	Test Lead	Test Lead	\$170	2,241.00	\$380,970.00
Onsite	Tester	Tester	\$100	6,723.00	\$672,300.00
Onsite	Integration Developer	Programmer	\$120	4,482.00	\$537,840.00
Onsite	Build Engineer	SFDC Configuration Analyst	\$130	4,482.00	\$582,660.00
Onsite	Prod Support Analyst	Programmer	\$120	8,964.00	\$1,075,680.00
Onsite	Archival / Reporting Analyst	Programmer	\$120	5,535.00	\$664,200.00
Onsite	CRM Analyst	Programmer	\$120	2,241.00	\$268,920.00
Onsite	M&O Lead	Programmer	\$170	2,241.00	\$380,970.00
Onsite	OCM Lead	OCM Lead	\$190	1,674.00	\$318,060.00
Offshore	Development Director	Development Director	\$72	448.20	\$32,270.40
Offshore	Dev Lead	Dev Lead	\$72	448.20	\$32,270.40
Offshore	Tech Lead / Scrum Lead	Tech Lead	\$65	2,241.00	\$145,665.00
Offshore	Developer	Programmer	\$46	34,866.00	\$1,603,836.00
Offshore	Integration Developer	Programmer	\$61	2,241.00	\$136,701.00
Offshore	Reports Developer	Power BI Programmer	\$46	4,041.00	\$185,886.00
Offshore	AWS Configuration Specialist	Programmer	\$55	3,789.00	\$208,395.00
Offshore	Test Lead	Tester	\$61	2,241.00	\$136,701.00
Offshore	Tester	Tester	\$38	28,422.00	\$1,080,036.00
<b>Total Cost for 12 Months</b>					<b>\$12,403,666.80</b>
Monthly Cost (October and November)					\$860,436.90
Monthly Cost (December and January)					\$1,067,912.10
Monthly Cost (February through September)					\$1,068,371.10



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **45**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Various	MDHHS
	Contract Administrator	Mecca Martin (517) 230-5694 martinm42@michigan.gov	DTMB

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 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**

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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"/>		December 20, 2022

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$80,717,428.34	\$0.00	\$80,717,428.34

**DESCRIPTION**

Effective 12/14/2021, this contract utilizes \$1,905,840.00 from previously approved Ad-Board funds from CN 42 to increase Contractor staff resources and associated capacity and cost as issued under Contract Change Notice (CCN) 43 for fiscal year 2022 per the attached SOW. All other terms, conditions, specifications, and pricing remain the same per Contractor and Agency agreement, and Central Procurement approval.

Note: (CN 42) \$15,272,944.00 - (CN43) \$11,309,242.80 - (CN 44) \$1,094,210.00 – (CN 45) \$1,905,840.00 = \$963,651.20 Remaining from 9/28 Ad Board

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov



MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT, & BUDGET  
IT SERVICES MDHHS INTEGRATED SERVICE DELIVERY (ISD) PORTAL IMPLEMENTATION  
STATEMENT OF WORK

<b>PROJECT TITLE:</b> Integrated Service Delivery (ISD) Portal –FY22 amend CCN43	<b>PERIOD OF COVERAGE:</b> October 1, 2021 - September 30, 2022
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management, & Budget (DTMB) in support of MDHHS	<b>DATE:</b> November 22, 2021
<b>AGENCY PROJECT MANAGER:</b> Duane Kerkstra	<b>PHONE:</b> 248.660.0132
<b>DTMB PROJECT MANAGER:</b> Nathan Buckwalter	<b>PHONE:</b> 517-241-5498

**1.0 PROJECT IDENTIFICATION**

**1.10 PROJECT REQUEST**

- This Statement of Work (SOW) is to increase Contractor staff resources and associated capacity and cost as issued under Contract Change Notice (CCN) 43
- All work performed will be pursuant to the existing Contract 071B5500113 (the “Contract”).
- All terms, conditions, and specifications contained in the existing Contract remains in full force and effect.
- The State shall plan for capacity based on the current staffing list in Attachment A. Any adjustments to the current staffing list will be requested with a 30-day lead time.

The following sections are amended:

**7.10 METHOD OF PAYMENT**

The resources and associated cost for this SOW are based on IT Executive Governance approved Project Cost Estimates and Change Requests supporting MDHHS requirements.

The **total value of this SOW is \$13,215,082.80** accounting for resource support and estimated AWS usage.

This SOW (CCN45) amends CCN43 to increase the value by \$1,905,840 for an additional 26,217 annual Contractor Resource hours support services. CCN43 Table 1 (cost) and Attachment A (capacity) are replaced in their entirety with this SOW (CCN45) reflecting the Total State Fiscal Year 2022 Contractor Resource cost and capacity. Estimated AWS usage remains the same as issued under CCN43.

Table 1 is modified to reflect the increase in cost for December 2021-September 2022. For reference, October and November 2021 are included but remain as issued under CCN43 as indicated in grey below. Attachment A is modified with the increased resource roles and hours and documents the full year resource capacity.

The estimated hours reflected in the table below are notional numbers based on each month’s expected capacity/cost and will vary depending on resource allocation across projects and specific onboarding dates for individual resources.

**Table 1: Contractor Resource Monthly Fixed cost:**

<b>Payment #</b>	<b>Service Date</b>	<b>EST Hours</b>	<b>TOTAL MONTHLY COST</b>
1	10/01/21 – 10/31/21	~9,728.19	\$860,436.90
2	11/01/21 – 11/30/21	~9,728.19	\$860,436.90
3	12/01/21 – 12/31/21	~12,073.93	\$1,067,912.10
4	01/01/22 – 01/31/22	~12,073.93	\$1,067,912.10
5	02/01/22 – 02/28/22	~11,835.21	\$1,046,798.10
6	03/01/22 – 03/31/22	~11,835.21	\$1,046,798.10
7	04/01/22 – 04/30/22	~11,835.21	\$1,046,798.10
8	05/01/22 – 05/31/22	~11,835.21	\$1,046,798.10
9	06/01/22 – 06/30/22	~11,835.21	\$1,046,798.10
10	07/01/22 – 07/31/22	~11,835.21	\$1,046,798.10
11	08/01/22 – 08/31/22	~11,835.21	\$1,046,798.10
12	09/01/22 – 09/30/22	~11,835.21	\$1,046,798.10
<b>TOTAL Est Hours &amp; SOW value for Contractor Resource support:</b>		<b>138,285.90</b>	<b>\$ 12,231,082.80</b>

## Attachment A

This Statement of Work provides the following total capacity in support of FY22 from October 1, 2021 to September 30, 2022. The capacity staffing table supports IT Executive Governance approved work as directed by the DTMB AS Project Manager.

Site	Role	Title	\$/H	Hours	Total
Onsite	ISD Project Director	Project Manager	\$190	3,137.40	\$596,106.00
Onsite	Business Analyst	Solution/Business Req lead	\$160	10,926.00	\$1,748,160.00
Onsite	Training Analyst	Solution/Business Req lead	\$160	2,772.00	\$443,520.00
Onsite	Development Lead	Technical Lead	\$170	2,241.00	\$380,970.00
Onsite	AWS Architect	Architect	\$250	224.10	\$56,025.00
Onsite	AWS Configuration Specialist	Programmer	\$175	4,203.00	\$735,525.00
Onsite	Test Lead	Test Lead	\$170	2,241.00	\$380,970.00
Onsite	Tester	Tester	\$100	6,723.00	\$672,300.00
Onsite	Integration Developer	Programmer	\$120	4,482.00	\$537,840.00
Onsite	Build Engineer	SFDC Configuration Analyst	\$130	4,482.00	\$582,660.00
Onsite	Prod Support Analyst	Programmer	\$120	8,964.00	\$1,075,680.00
Onsite	Archival / Reporting Analyst	Programmer	\$120	4,689.00	\$562,680.00
Onsite	CRM Analyst	Programmer	\$120	2,241.00	\$268,920.00
Onsite	M&O Lead	Programmer	\$170	2,241.00	\$380,970.00
Onsite	OCM Lead	OCM Lead	\$190	1,674.00	\$318,060.00
Offshore	Development Director	Development Director	\$72	448.20	\$32,270.40
Offshore	Dev Lead	Dev Lead	\$72	448.20	\$32,270.40
Offshore	Tech Lead / Scrum Lead	Tech Lead	\$65	2,241.00	\$145,665.00
Offshore	Developer	Programmer	\$46	34,020.00	\$1,564,920.00
Offshore	Integration Developer	Programmer	\$61	2,241.00	\$136,701.00
Offshore	Reports Developer	Power BI Programmer	\$46	4,041.00	\$185,886.00
Offshore	AWS Configuration Specialist	Programmer	\$55	3,789.00	\$208,395.00
Offshore	Test Lead	Tester	\$61	2,241.00	\$136,701.00
Offshore	Tester	Tester	\$38	27,576.00	\$1,047,888.00
		<b>Total</b>		<b>138,285.90</b>	<b>\$12,231,082.80</b>
<b>Total Cost for 12 Months</b>					<b>\$12,231,082.80</b>
Monthly Cost 2 Months (October and November)					\$860,436.90
Monthly Cost 2 Months (December and January)					\$1,067,912.10
Monthly Cost 8 Months (February through September)					\$1,046,798.10



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **44**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Various	MDHHS
	Contract Administrator	Mecca Martin (517) 230-5694 martinm42@michigan.gov	DTMB

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 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**

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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"/>		December 20, 2022

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$80,717,428.34	\$0.00	\$80,717,428.34

**DESCRIPTION**

Effective 11/9/2021, this contract utilizes \$1,094,210.00 from previously approved Ad-Board funds from CN 42 for MDHHS use for the CPS Tech Suite for fiscal year 2022 per the attached SOW. All other terms, conditions, specifications, and pricing remain the same per Contractor and Agency agreement, and Central Procurement approval.

Note: (CN 42) \$15,272,944.00 - (CN43) \$11,309,242.80 - (CN 44) \$1,094,210.00 = \$2,869,491.20 Remaining from 9/28 Ad-Board

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov





MICHIGAN DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET  
IT SERVICES

STATEMENT OF WORK

<b>PROJECT TITLE:</b> CPS Technology Suite Minor Release Support	<b>PERIOD OF COVERAGE:</b> October 1, 2021 – September 30, 2022
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management and Budget (DTMB) in support of MDHHS	<b>DATE:</b> August 26, 2021
<b>AGENCY PROJECT MANAGER:</b> Elizabeth Hawrylo	<b>PHONE:</b> 231-492-3280
<b>DTMB PROJECT MANAGER:</b> Judy Odett	<b>PHONE:</b> 517-242-0122

**1. PROJECT IDENTIFICATION:**

**1.1. Project Request**

This Statement of Work (SOW) is created for Deloitte Consulting LLP (“Contractor”) to provide the production support services (including the implementation of minor enhancements based on user feedback) for the Mobile Investigator, Supervisory Control Protocol (SCP) Portal, Central Intake (CI) Portal, and Power BI Dashboards.

**1.2. Project Background**

CPS Tech Suite Minor Release Support will focus on maintenance and operational activities for the SCP Portal, CI Portal, Mobile Investigator, and Power BI Dashboards; and implementing minor enhancements to the applications based on user feedback, business needs, and policy and legal requirements. Prioritized requirements/ features, release plans, and staffing plans for each minor release will be determined based on the capacity and outcome from discovery sessions.

**2. SCOPE OF WORK:**

**2.1. Maintenance Activities (October 2021 – September 2022)**

- Required upgrades to maintain current functionality
- Periodic baseline data updates, such as to comply with policy changes
- Defect and Bug fixes
  - Implement code fixes and provide technical resolution of production issues and defects through Minor Releases
  - Deliver Minor Releases and support stabilization of Minor Releases
- Routine password changes
- Support quarterly Salesforce upgrades and make necessary technical fixes/changes to the SCP Portal and CI Portal

**2.2. Operations Activities (October 2021 – September 2022)**

- Monitoring of System Operations (SCP, CI Portal, CPS Mobile Investigator Application, and Power BI Reports)
  - Monitor overall system operations for above named systems
  - Monitor Salesforce exception/warning logs (functional/technical)
  - Monitor Salesforce batch jobs / async executions
  - Monitor Salesforce integration performance and logs (coordinate with integrating partners like HUB, MISACWIS, FileNet, etc., in case of any issues)
  - Monitor mobile logs (captured in Salesforce)
  - Monitor Power BI report refreshes and ETL jobs
- Provide Client Support
  - Produce Ad-hoc reports as requested
  - Provide functional/technical clarifications to client requests/ questions

- Provide other client support services as applicable
- Data export (or) reports on key metrics as requested by field staff, county offices, or business
- Perform Incident and Problem Management
  - Perform overall Incident Management activities
  - Support to Tier-1 on helpdesk incidents
  - Provide Tier-2 support on production incidents and triage production bugs and issues identified through communication with Tier-1
  - Identify valid bugs due to issues in integrating system, coordinate with integrating system for implementation and validation of the fix
- Perform Data Corrections/ Adjustments that the users are unable to
- Assess new project proposals, determine high-level ROM/ Estimate/ Schedule, brainstorm new ideas based on user/ client feedback and best practices

### **3. WORK AND DELIVERABLES:**

#### **3.1. Guiding Principles**

Both the State and the Contractor agree that the guiding principles for this effort are:

- ✓ Maximum transparency related to schedules, process, progress, measurement criteria, and metrics, risks, issues, status, and disposition
- ✓ Continuous monitoring of functional and technical progress and risk of the project by both parties by reviewing Agile metrics and providing project oversight
- ✓ A clear vision shared by all team members and stakeholders will guide the development efforts
- ✓ All attempts will be made to deliver the requirements within the approved budget
- ✓ Implemented functionality will be consistent with security accreditation requirements
- ✓ Implemented functionality will be consistent with the Americans with Disabilities Act (ADA) requirements
- ✓ Increments of functionality will be tested by both parties during a Release, as reflected in the Anticipated Timeline diagram in Section.5
- ✓ Increment of functionality that meets the documented acceptance criteria will be marked accepted
- ✓ Additional feedback will be added to the backlog as new features/stories
- ✓ A clear set of project and software development practices and standards agreed to by both parties will guide the development effort
- ✓ Timely and practical specifications of requirements through Epics, Features and User Stories, etc., whereby the State and the Contractor are actively responsible and involved in their definition
- ✓ Continuous, timely communication and timely engagement in case of emerging risks or issues
- ✓ An empowered MDHHS Product Owner (PO) and timely decision making
- ✓ Timely removal of barriers that could delay the release schedule or increase the cost.

The in-scope requirements are the result of the State's SOW preparation and planning activities (readiness) conducted by the requesting Agency and DTMB. The products (Product Vision and Product Release Roadmap) provide the foundation for prioritization and release planning based on the staffing capacity available for a given release.

#### **3.2. Minor Releases Support – Approach and Activities**

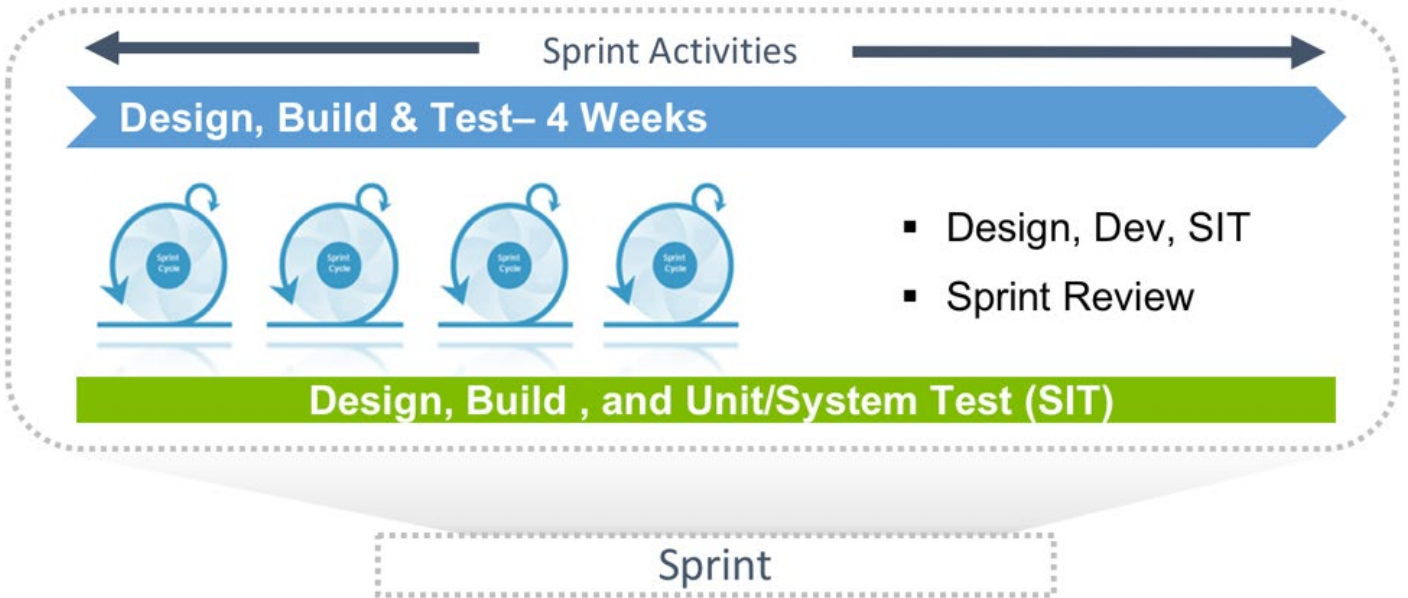
Hybrid Agile Methodology will be followed to deliver the solution. Activities are broken down below by distinct System Development Lifecycle (SDLC) phases:

##### **3.2.1. Planning / Discovery**

- During the discovery phase of each minor release, the Contractor will work with the Product Owner to design or update stories to meet the Definition of Ready (DoR).
- The Contractor will also identify the list of solution-identified Production Bugs and Technical Tasks (for security enhancement, technical debt reduction, issues identified through Production Log Analysis, etc.) that could be scoped in the release.
- Once the user stories, bugs, and tasks are prioritized for a minor release, the Contractor will share the Release Schedule with the State Stakeholders (PO, PMO, TO, and UAT).
- The scope of the release will be driven by the capacity available to support the release.
- The State Stakeholders will review the release schedule and make any scope adjustments if necessary or confirm the final scope and schedule of a release.

### 3.2.2. Development / Sprint Cycles

- The Contractor shall take user stories scoped in the Sprint/ Release as appropriate that meet the DoR to build the Sprint/ Release Backlog for the release.
- Project teams will collaborate on the scope of the sprint (Sprint Backlog) during sprint planning:
  - Depending on the size of a release, sprints could be 1-4 calendar weeks in duration, and there could be one or more sprints for a release
  - Sprint planning occurs before the start of the sprint cycle
- At the beginning of each sprint, finalize the design for User Stories that are in scope,
- The Scrum Master will report any issues, risks, or impediments for successful completion of the sprint to the Product Owner and collaborate on a resolution
- Continue to develop User Stories during each Sprint cycle
- The development of user stories shall be done during the development period for each sprint
- The Contractor shall perform Quality Assurance Testing (QAT) of all user stories being developed



### 3.2.3. Testing Approach

- Testing of User Stories will be done in each sprint, so the Product Owner and SMEs will see working software early in the process.
- Security testing (if required) will be based on CheckMarx or a similar scanning tool identified by the State.
- The following table depicts the different testing types, execution phase, and responsible party for execution.

Test type	Execution phase	Responsibility
Functional testing	Each sprint/release	Contractor
System Integration Testing	Each sprint/release	Contractor
Integration Testing	As needed	Contractor, integration partners (MiLogin, MiSACWIS, HUB, FileNet, etc.)
User Acceptance Testing	Each sprint/release	State UAT Team
End to End Testing	As needed	State UAT Team
Security Testing	Each sprint/release	DTMB (MCS)
Accessibility Testing	Each sprint/release	Contractor, DTMB
Browser Compatibility Testing	Each sprint/release	Contractor, DTMB

### 3.2.4. User Acceptance Testing (UAT) and Production Deployment

- The Contractor will support User Acceptance Testing (UAT)
- Before a production release, support the UAT team with bug clarifications during their testing of production bugs

- Address outstanding bugs as prioritized by Product Owner
- Deployment Checklists will be updated as needed
- Conduct activities to get the software ready for deployment
- Support smoke testing post-production deployment

**4. KEY ACTIVITIES AND DELIVERABLES:**

The following provides key activities and deliverables for the Minor Release Support.

#	Key Activities	Deliverables
1	<p><b>Maintenance Activities</b></p> <p>Required upgrades to maintain current functionality</p> <p>Periodic baseline data updates, such as to comply with policy changes</p> <p>Defect and Bug fixes</p> <p>Routine Application upgrades</p>	<p>SCP Portal / Mobile Investigator / Central Intake Minor Defect &amp; Bug Fixes</p> <p>Monthly Status Report and Agile Metrics (if applicable) – within 10 days after the month ends / release deployed</p>
2	<p><b>Operations Activities</b></p> <p>Monitoring of System Operations (SCP, CI Portal, CPS Mobile Application, and Power BI Reports)</p> <p>Provide Client Support</p> <p>Perform Incident and Problem Management</p> <p>Perform Data Corrections/ Adjustments that the users are unable to</p> <p>Assess new project proposals, determine high-level ROM/ Estimate/ Schedule, brainstorm new ideas based on user/ client feedback and best practices</p> <p>Support quarterly Salesforce upgrades and make necessary technical fixes/changes to the SCP Portal and CI Portal</p>	<p>Monthly Status Report and various Operational Metrics (as applicable) – within 10 days after the month ends / release deployed</p>

**5. PROJECT TIMELINE:**



★ Tentative Minor/Upgrade Release Dates

The above timeline depicts the tentative go-live dates for Minor Releases (till September 2022). Based on the direction from the State, the staffing and timeline for any major releases will be determined.

## **6. PROJECT TEAM:**

The Department and Deloitte Consulting will collaborate on promoting the success of the project. Joint project teams significantly increase the potential for project success by reducing communication barriers and improving the possibility that the findings of the project will be understood and accepted. Both Deloitte Consulting and the Department shall assign appropriate staff to the project based on the project need.

The rate card for Deloitte resources is included in Appendix A at the end of the document.

### **Staffing Plan for Minor Releases Support**

<b>Location</b>	<b>Role</b>	<b>Staff Count</b>
Onsite	Project Manager	0.25 FTE
Onsite	Salesforce Technical Lead	1 FTE
Onsite	Mobile App Developer	1 FTE
Onsite	Functional SME + Tester	1 FTE

\* FTE... Full-Time Employee

## **7. ASSUMPTIONS:**

The following is a list of some of the project assumptions and expectations (the "Project Assumptions").

### **7.1. Project Management:**

- The State will work with Deloitte Consulting to finalize the release schedule, inclusive of meetings, draft Deliverable target dates, review sprint cycles (if applicable), and sign-off milestones. Together, State and Deloitte Consulting will identify the State stakeholders for each session and define the working and acceptance criteria, and review cycle time as appropriate
- To make the most effective use of the budget, every effort will be made by the State and Deloitte Consulting to limit the number of deliverables
- Optional items can be added to the Product Backlog for Development/ Major Release Support. A formal Change Management processes (defined and agreed to in the Project Management Plan) will be utilized for any additional services that are not within the scope of this SOW
- The Contractor is not responsible for project delays or additional scope that results from other initiatives the State may have in progress
- Changes in priorities determined by the State that impact scope, schedule, and/or cost will be reviewed by the DTMB Project Manager and processed via the Change Control process (Section 3.2.9)
- The Contractor is not responsible for delays or additional costs associated with the unavailability of required State resources or delays in the delivery of State third party dependencies and/or services
- The Contractor will have no responsibility for the performance of other Contractors or Contractors engaged by State, or delays caused by them, in connection with the project even if the Contractor has been involved in recommending or selecting such Contractor or Contractors, or in the monitoring of their work

### **7.2. State / Department Staff:**

- The State will provide appropriate resources to the project to perform various project tasks and activities
- The State will assist in identifying and facilitating meetings with appropriate stakeholders as needed
- The State will work with the application software vendors (like MiLogin, MiSACWIS, ISD, HUB, FileNet, etc.) to prioritize any activities for them to meet the project requirements and schedule
- It is important that both Deloitte Consulting and the State make a timely decision and resolve any action items in a timely manner
- The State shall procure the necessary Salesforce licenses, additional objects, or vendor support services as necessary to complete this project
- The State will perform the UAT activities and Deloitte Consulting will provide the necessary support to the State on UAT.

### **7.3. Agency/State Specific Standards**

- MDHHS Integration Guide will be used as a reference during Sprint execution
- Salesforce code meets or exceeds 75% code coverage

- “CWTS” project in Azure DevOps will be leveraged to host the product backlog, bugs, test plan, repository, and automated deployments configuration.

**7.4. Technical:**

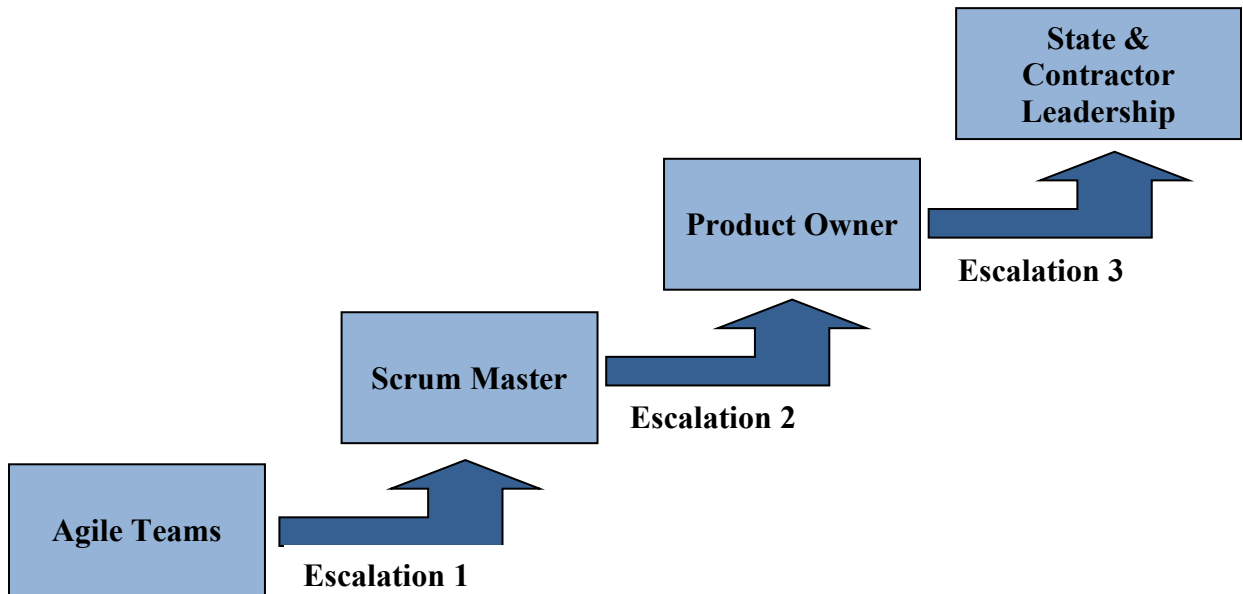
- Services for Integrated systems will be made available for Development & SIT/UAT Integrating systems will provide SIT and UAT testing environments in accordance with the project schedule
- ADA compliance of the CI Portal will be supported by Salesforce. ADA Testing cycle and ADA bug resolution for CI Portal is within the scope.
- The following browser, devices, and operating systems are supported by the State and are operational with the project:

Operating System	Browser	Version
Microsoft Windows Desktop	Google Chrome	Latest Version
	Mozilla Firefox	Latest Version
	Edge Chromium	Latest Version
iOS Phone	N/A	Version 7 and above

- SIT and UAT teams will be using the latest versions as released during the respective Test cycles
- Salesforce provided lightning framework will be used for building the SCP Portal enhancements.
- ADA compliance for Mobile Application will be supported by native accessibility features of iOS.
- Changes to the help and static content for the Mobile Investigator and SCP Portal will be provided by the State business team

**7.5. Escalation of Impediments:**

Timely escalation of impediments is critical to keep the project on track with the Sprint schedule. The project’s escalation process is outlined below:



**8. CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES:**

The Contractor will maintain a workforce adequate to accomplish Project Work in a timely manner. The Contractor guarantees that Key Personnel staff, identified below will perform the assigned work.

**8.1. Contractor Staff:**

Subject to the Contract terms, the Key Personnel identified by the Contractor to complete work in this SOW are:

Key Personnel Role	Duties/Responsibilities
<b>Project Manager</b>	<p>The Contractor Project Manager shall interact with designated personnel from the State to effectuate a smooth transition to the new system. The Project Manager will coordinate the activities of the Contractor personnel assigned to the project and will provide the necessary status update to the State. General responsibilities of the 'Contractor's Project Manager's responsibilities are:</p> <ul style="list-style-type: none"> <li>• Manage day-to-day project activities as described in this SOW</li> <li>• Manage project resources, work products, and deliverables</li> <li>• Provide status update to all the stakeholders</li> <li>• Serve as the point person for all project issues</li> <li>• Escalate project issues, project risks, and other concerns</li> <li>• Recommend options and alternatives for consideration</li> <li>• Manage project financials</li> </ul>

The following roles are Non-Key Staff; however, this list is not inclusive of all the Contractor Staff that may perform work effort on this project:

Non-Key Personnel Role	Duties/Responsibilities
<b>Maintenance &amp; Operations Team</b>	<ul style="list-style-type: none"> <li>• Provide ongoing Production Maintenance and Operations support of SCP Portal, CI Portal, Mobile Investigator, and Power BI Dashboards, including Minor Release support and implementation of minor enhancements as prioritized by Product Owner</li> </ul>

**8.2. On-Site Work Requirements:**

- *Location of Work:*
  - Tasks associated with this project will be performed at the State in Lansing, Michigan and Contractor's location(s), as required by the effort
- *Hours of Operation:*
  - 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.
  - 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.
  - The Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.
- *Travel:*
  - No travel or expenses will be reimbursed. This includes travel costs related to the training provided to the State by the Contractor.
  - Travel time will not be reimbursed.
- *Additional Security and Background Check Requirements:*
  - The Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.
  - Besides, proposed Contractor personnel will be required to complete and submit a RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by the project.
  - The Contractor will pay for all costs associated with ensuring their staff meets these security and background check requirements.

**9. STATE STAFF, ROLES, AND RESPONSIBILITIES:**

The State is responsible for providing the following limited resources for the Contractor's use on this project:

- State ID for admittance into a State facility
- Access to State servers and enterprise resources (e.g. email)
- Access to printers
- Access to copiers and fax machine

- Access to conference rooms

The State reserves the right to suspend or revoke the Contractor’s access to State resources at any time. However, revoking access may impact the schedule.

The State project team will provide appropriate resources to the project to perform the tasks and activities described in this SOW. Some of the general activities are outlined below:

**9.1. Executive Steering Committee**

Responsible to provide overall strategic direction, resources, and decisions for the EFDS Program. Ultimately accountable for the successful outcome of the project.

- Serve as a focal point for the resolving escalated issues and risks not able to be resolved by the project leadership team
- Render strategic direction
- Provide support for the overall project, including necessary human and other resources
- Review and approve the use of budget dollars
- Communicate project issues and concerns to the project leadership team for resolution

Name	Agency/Division	Title
Nathan Buckwalter	DTMB	General Manager
As assigned by Nathan	DTMB	

**9.2. MDHHS Product Owner**

The MDHHS Product Owner provides the business knowledge to support discovery, development, prioritization, and release planning. The MDHHS Product Owner identifies the release schedule and themes to identify the priority and scope of the Product and Sprint backlogs and is responsible for providing the subject matter expertise to support User Story development, acceptance criteria, and prioritization.

Specifically, the PO:

- Ensures the items at the top of the product backlog meet the Definition of Ready before the start of each sprint
- Is available to the team to answer any questions/discuss open items
- Identifies and prioritizes what needs to be built
- Prioritizes and continuously refines the product backlog and makes sure that the highest-priority work gets done first
- Facilitates the Sprint Review meeting and accepts/rejects User Stories completed by the Scrum Development team based on the Definition of Done
- Removes any MDHHS-specific impediments that prevent the team from making progress
- Communicates directly as a part of the Scrum Development Team by discussing vision/goals
- Required to attend Story mapping, review sessions, Sprint planning, Product Backlog refinement, Sprint review meetings, and other workshops identified
- Leads Product Backlog refinement
- Works as a part of the Scrum Development Team and coordinates with the business stakeholders
- Channels communications from all stakeholders and determines how to prioritize backlog based on the information that was provided

Name	Agency/Division	Title
Elizabeth Hawrylo	MDHHS	CPS Tech Suite Product Owner
Chontelle Williams	MDHHS	CI Portal Product Owner

**9.3. DTMB Senior Leadership/ISA Technical Delivery Owner**

DTMB primary stakeholder who supports the team and agency partner in achieving the project goals. The DTMB Senior Leadership/ISA Technical Delivery Owner has overall responsibility for the project.

**Project Scope/Cost Management**

- Review and resolve contractual issues
- Approving invoices for Contractor contracts
- Review and approve change controls that impact cost or schedule
- Project Quality Considerations
- Participates, as requested, in resolving non-compliance within the organization
- Functions as a highest-level escalation point for project-related issues



- Understands and supports the SUITE process

### **Project Communications Management**

- Conducts status meetings and is the focal point for Executive client communications
- Serves as the DTMB project team representative for project priorities
- Communicates project-related matters within the DTMB organization
- Participates as DTMB escalation point
- project risk/Issue management
- Participates in periodic reviews of project-related risks, issues, and change controls according to the Project Communication Plan, to understand relative importance, and to ensure that risks are being handled and mitigation activities executed to avoid/reduce adverse impacts on achieving objectives
- Resolves/Participates in the resolution of escalated risks, as required

### **9.4. DTMB Technical Owner**

The DTMB Technical Owner works directly with the Scrum Development Team providing the technical knowledge to support the project teams in planning and execution. The leader who has direct responsibility for achieving the business objectives and benefits of the project. This individual allocates team members to the work assigned by the agency partners utilizing the product backlog for prioritization.

- Resolve escalated project issues in a timely manner
- Review Project Management Plan, schedule, status, and issues
- Resolve escalated deviations from Project Management Plan
- Provide change control review and approval
- Ensure timely availability of State resource to resolve issues identified by the Project Manager
- Approve and sign-off on deliverables/milestones
- Approve timesheets and invoices
- Serves as the DTMB project team representative for project priorities

### **9.5. DTMB -Project Manager**

DTMB Project Manager collaborates with all Contractor Project Managers to define schedules, control, and adjusts all tasks and workloads of the project. The DTMB Project Manager collaborates with the Contractor Project Managers to manage and track project issues and risks and will make sure all project commitments are met. The DTMB Project Manager communicates project status to all stakeholders.

- Coordinate acceptance and sign-off on deliverables/milestones
- Coordinate approval of Contractor invoices
- Review DTMB resource timesheets
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive every important project decision
- Arrange, schedule, and facilitate State staff attendance at all project meetings
- Manages the planning process
- Manages overall project schedule
- Drives multiple releases/projects
- Facilitates Release planning and retrospective
- Provides access to tools and people
- Owns all action items for the project until he/she finds the right owner
- Owns reporting on project status, to all directions
- Coordinates other release support
- Responsible for risk assessment and mitigation
- Finds and works to remove roadblocks
- Facilitates communication between roles for every aspect of the project
- Responsible for keeping release/project information consolidated, organized, and up to date
- Drives the cross-functional team at all levels

Name	Agency/Division	Title	Supporting Role
Judy Odett	DTMB/AS/MDHHS/ Child Welfare & Child Support	Business Relationship Manager	Child Welfare ISA Technical Delivery Owner
Rick Manning	DTMB/AS/MDHHS/ Child Welfare & Child Support	State Administrative Manager	DTMB Technical Owner
Amanda Petteys	DTMB EPMO	Child Welfare Project Manager	DTMB Project Manager
Pete Eckman	DTMB/AS/MDHHS/ Child Welfare & Child Support	Solutions Architect	Child Welfare & Child Support Solutions Architect

The above list comprises State leads for the project and is not inclusive of all State staff performing work effort on this project.

## 10. ACCEPTANCE:

### 10.1. Deliverable Acceptance Criteria

Documents are to be dated, and in electronic format, compatible with State software.

- Draft documents are not accepted as final deliverables.
- Rationally derived deliverables are subject to QA review and audit, and any instance of non-compliance shall be corrected or otherwise resolved by a work-around.
- Documents will be reviewed and accepted in accordance with the requirements of this SOW.

### 10.2. Deliverables

#### 10.2.1. Document Deliverables

- Documents are dated and in electronic format, compatible with the State of Michigan software.
- Any changes to requirements once they are approved will be captured in the change control document and the revised Work Requests.
- Draft documents are not accepted as final deliverables.
- DTMB and MDHHS will review artifacts identified as Deliverables and Reports under Section 1.301 of this SOW. Non-electronic approvals/acceptance will be either written and signed or approved/accepted by e-mail (based on approved Suite Deliverables Checklist for the project), by the designated project ownership team (as designated in the Project Charter).
- Issues will be documented and submitted to the Contractor and resolved per Section 1.402 of the Contract.

#### 10.2.2. Software Deliverables

General software includes, but is not limited to, software product, development tools, support tools, data migration software, integration software, and installation software.

- Beta software is not accepted as a final deliverable.
- The software will be reviewed and accepted in accordance with the requirements of the contract,
- DHHS and DTMB will review software within a mutually agreed-upon timeframe for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery, and operation.
  - Approvals will be written and signed by both the DTMB Project Manager and Agency Project Manager.
  - Unacceptable issues will be documented and submitted to the Contractor.
  - After issues are resolved or waived, the Contractor will resubmit software for approval within 30 days of receipt.
- Software is installed and configured, with assistance from DTMB, in an appropriate environment (e.g. development, conversion, SIT/QA testing, UAT testing, production, and training).
- Contingency plans, de-installation procedures, and software are provided by the Contractor and approved by both the DTMB Project Manager and Agency Project Manager (per contract block at the top of this SOW).
- Final acceptance of the software will depend on the successful completion of User Acceptance Testing (UAT).
- Testing will demonstrate the system's compliance with the requirements of the Contract. At a minimum, the testing will confirm the following:
  - Functional – capabilities of the system concerning the Release Themes (Functions and Features) described in the Contract.
  - Performance – the ability of the system to perform the workload throughput requirements. All problems should be completed satisfactorily within the allotted time frame based on the available capacity.

- Software source code, where applicable, is reviewed by DTMB within a mutually agreed-upon timeframe for readability, structure, and configuration management.
  - Approvals will be written and signed by both the DTMB Project Manager and Agency Product Owner.
  - Unacceptable issues will be documented and submitted to the Contractor.
  - After issues are resolved or waived, the Contractor will resubmit the source code for approval.
- The deliverable approval process outlined in the contract terms has been followed and met.
- The Contractor will work with DTMB Project Manager and DHHS Product Owner to prioritize the highest value features for development first and deliver functionality incrementally for testing and review. DHHS will execute core testing of each release of new functionality in no less than 5 days of availability in a test environment.

**11. COMPENSATION AND PAYMENT:**

**11.1. Method of Payment**

Payments to the Contractor will be made on a capacity-based model payable “monthly” (as per the below table) upon acceptance of invoices validated against Clarity time reporting. Clarity will contain hours submitted by staff toward the schedule provided in Section 5 of this SOW.

<b>SERVICE</b>	<b>DURATION</b>	<b>NUMBER OF MONTHS</b>	<b>TOTAL COST</b>	<b>MONTHLY COST</b>
Monthly Maintenance Support	10/01/2021 – 09/30/2022	12	<b>\$ 218,845</b>	<b>\$ 18,237.00</b>
Monthly Operations Support	10/01/2021 – 09/30/2022	12	<b>\$ 875,365</b>	<b>\$ 72,947.00</b>

DTMB will pay the Contractor upon receipt of properly completed invoices. Invoices must be submitted to the billing address on the State issued purchase order not more often than monthly. All invoices should reflect the actual hours by staff and by invoice date and must be approved by the DTMB Project Manager prior to payment. DTMB Accounts Payable area will coordinate obtaining approval from the DTMB Project Manager, which will be provided only upon the completion of each release and the deliverables outlined for the release. The invoices shall describe and document to the State’s satisfaction and a description of the work performed and the progress of the project. All invoices must include the SOM issued purchase order number.

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

The Contractor will be required to remit an Administrative Fee, per Section 1.604 of the Contract on all payments remitted under the Contract.

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

**11.2. Travel:**

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

**11.3. Out-of-Pocket Expenses:**

Contractor out-of-pocket expenses are not reimbursable by the State.

**12. APPENDIX – A (PROJECT TEAM)**

This Statement of Work addresses the project scope for prioritization and planning purposes based on the available capacity (mentioned below).

Site	Role	Role Summary	Name	Rate	Hours	Total Cost
Onsite	Project Manager	Project oversight and escalations.	Partha Mukhopadhyay	\$190	494	\$93,860
Onsite	Technical Lead	Manage all day to day maintenance and operations activities. Salesforce architecture guidance, development team support, and technical design guidance.	Shivangi Singh	\$170	2,223	\$377,910
Onsite	Functional Lead + Tester	Develop and manage product backlog, functional requirements, and design, support user testing. Monitor production logs and integrations for SCP Portal; Triage technical issues with external systems. Conduct SIT and Support UAT	Vinay Verma	\$160	2,223	\$355,680
Onsite	Mobile App Developer	Monitor production logs and integrations for Mobile App; Triage technical issues with external systems, fix critical issues in Mobile App	Anurag Jain	\$120	2,223	\$266,760
					<b>7,163</b>	<b>\$1,094,210.00</b>



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **43**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Various	MDHHS
Contract Administrator	Mecca Martin	DTMB	
	(517) 230-5694		
	martinm42@michigan.gov		

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 2021

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 checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		December 20, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$80,717,428.34	\$0.00	\$80,717,428.34		

**DESCRIPTION**

Effective 10/1/2021, this contract utilizes \$11,309,242.80 from previously approved Ad-Board funds from CN 42 for MDHHS use to: (1.) Exercise 1 option year, the revised expiration date is 12/20/2022. (2.) Extend staff resources and AWS services for support as approved by the MDHHS IT Executive Group and directed by the DTMB Project Manager beginning 10/01/2021; ending 09/30/2022. All other terms, conditions, specifications, and pricing remain the same per Contractor and Agency agreement, and Central Procurement approval.

Note: \$11,309,242.80 is from Ad-Board on 9/28/2021 (CN42)  
 (CN 42) \$15,272,944.00 - (CN43) \$11,309,242.80 = \$3,963,701.20 Remaining from 9/28 Ad-Board

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov



MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT, & BUDGET  
IT SERVICES MDHHS INTEGRATED SERVICE DELIVERY (ISD) PORTAL IMPLEMENTATION  
STATEMENT OF WORK

<b>PROJECT TITLE:</b> Integrated Service Delivery (ISD) Portal	<b>PERIOD OF COVERAGE:</b> October 1, 2021 - September 30, 2022
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management, & Budget (DTMB) in support of MDHHS	<b>DATE:</b> September 29, 2021
<b>AGENCY PROJECT MANAGER:</b> Duane Kerkstra	<b>PHONE:</b> 248.660.0132
<b>DTMB PROJECT MANAGER:</b> Nathan Buckwalter	<b>PHONE:</b> 517-241-5498

**1.0 PROJECT IDENTIFICATION**

**1.10 PROJECT REQUEST**

- This Statement of Work (SOW):
  - Exercises one Contract Option year extending to December 20, 2022
  - Extends ISD Portal resource support and AWS services through September 30, 2022, for work as approved by the MDHHS IT Executive Group and directed by the DTMB Project Manager.
- All work performed will be pursuant to the existing Contract 071B5500113 (the "Contract").
- All terms, conditions, and specifications contained in the existing Contract remains in full force and effect.
- The State shall plan for capacity based on the current staffing list in Attachment A. Any adjustments to the current staffing list will be requested with a 30-day lead time.

The following sections are amended:

**7.10 METHOD OF PAYMENT**

The resources and associated cost for this SOW are based on IT Executive Governance approved Project Cost Estimates and Change Requests supporting MDHHS requirements.

The **Total value of this SOW is \$11,309,242.80** accounting for resource support and estimated AWS usage as outlined below:

**Table 1** : Contractor Resource Monthly Fixed cost:

Payment #	Service Date	TOTAL MONTHLY COST
1	10/01/21 – 10/31/21	\$860,436.90
2	11/01/21 – 11/30/21	\$860,436.90
3	12/01/21 – 12/31/21	\$860,436.90
4	01/01/22 – 01/31/22	\$860,436.90
5	02/01/22 – 02/28/22	\$860,436.90
6	03/01/22 – 03/31/22	\$860,436.90
7	04/01/22 – 04/30/22	\$860,436.90
8	05/01/22 – 05/31/22	\$860,436.90



9	06/01/22 – 06/30/22	\$860,436.90
10	07/01/22 – 07/31/22	\$860,436.90
11	08/01/22 – 08/31/22	\$860,436.90
12	09/01/22 – 09/30/22	\$860,436.90
<b>TOTAL SOW value for Contractor Resource support:</b>		<b>\$ 10,325,242.80</b>

**AWS Services** must continue with an estimated 12-month value not to exceed of \$984,000.00:

- 3. **Recurring fees** are estimated to average \$62,000/month for variable usage costs. Total charges are estimated, and the State is under no obligation to utilize all; the State will pay monthly invoices that reflect the actual usage cost.
- 4. **Managed Services:** AWS Cloud Managed Services (CMS) monthly cost of \$20,000.00 is a fixed monthly fee. AWS Accounts and/or Short codes added through the term of this SOW will not increase the CMS fixed monthly fee.

## 2.1 ON-SITE WORK REQUIREMENTS

### 2.1 Location of Work

- Amended to include that Contractor's location(s) include remote sites within United States, as required by the effort.

Attachment A

This Statement of Work provides the following total capacity in support of FY22 from October 1, 2021, to September 30, 2022. The capacity staffing table supports IT Executive Governance approved work as directed by the DTMB AS Project Manager.

Site	Role	Title	\$/H	Hours	Total
Onsite	ISD Project Director	Project Manager	\$ 190	3,137.40	\$ 596,106.00
Onsite	Business Analyst	Solution/Business Req lead	\$ 160	8,964.00	\$ 1,434,240.00
Onsite	Training Analyst	Solution/Business Req lead	\$ 160	1,791.00	\$ 286,560.00
Onsite	Development Lead	Technical Lead	\$ 170	2,241.00	\$ 380,970.00
Onsite	AWS Architect	Architect	\$ 250	224.10	\$ 56,025.00
Onsite	AWS Configuration Specialist	Programmer	\$ 175	2,241.00	\$ 392,175.00
Onsite	Test Lead	Test Lead	\$ 170	2,241.00	\$ 380,970.00
Onsite	Tester	Tester	\$ 100	6,723.00	\$ 672,300.00
Onsite	Integration Developer	Programmer	\$ 120	13,446.00	\$ 1,613,520.00
Onsite	Build Engineer	SFDC Configuration Analyst	\$ 130	4,482.00	\$ 582,660.00
Onsite	Prod Support Analyst	Programmer	\$ 120	2,241.00	\$ 268,920.00
Onsite	Archival / Reporting Analyst	Programmer	\$ 120	2,241.00	\$ 268,920.00
Onsite	CRM Analyst	Programmer	\$ 120	2,241.00	\$ 268,920.00
Onsite	M&O Lead	Programmer	\$ 170	2,241.00	\$ 380,970.00
Onsite	OCM Lead	OCM Lead	\$ 190	693.00	\$ 131,670.00
Offshore	Development Director	Development Director	\$ 72	448.20	\$ 32,270.40
Offshore	Dev Lead	Dev Lead	\$ 72	448.20	\$ 32,270.40
Offshore	Tech Lead / Scrum Lead	Tech Lead	\$ 65	2,241.00	\$ 145,665.00
Offshore	Developer	Programmer	\$ 46	24,651.00	\$ 1,133,946.00
Offshore	Integration Developer	Programmer	\$ 61	2,241.00	\$ 136,701.00
Offshore	Reports Developer	Power BI Programmer	\$ 46	2,241.00	\$ 103,086.00
Offshore	AWS Configuration Specialist	Programmer	\$ 55	2,241.00	\$ 123,255.00
Offshore	Test Lead	Tester	\$ 61	2,241.00	\$ 136,701.00
Offshore	Tester	Tester	\$ 38	20,169.00	\$ 766,422.00
		<b>Total</b>		<b>112,068.90</b>	<b>\$ 10,325,242.80</b>
<b>Total Cost for 12 Months</b>					<b>\$ 10,325,242.80</b>
<b>Monthly Cost (12 months)</b>					<b>\$ 860,436.90</b>



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **42**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Various	MDHHS
	Contract Administrator	Mecca Martin (517) 230-5694 martinm42@michigan.gov	DTMB

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 2021

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"/>		December 20, 2021

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$65,444,484.34	\$15,272,944.00	\$80,717,428.34

**DESCRIPTION**

Effective 9/28/2021, this contract is hereby increased by \$15,272,944.00 for MDHHS use to support FY22 ongoing M&O and Development efforts for the Salesforce Platform and Amazon Web Services (AWS) used for the ISD Portal/MiConnect and for the Child Welfare Tech Suite (CWTS). All other terms, conditions, specifications, and pricing remain the same Per Contractor and Agency agreement, Central Procurement approval and State Administrative Board approval on 9/28/2021.

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **41**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Various	MDHHS
	Contract Administrator	Mecca Martin (517) 230-5694 martinm42@michigan.gov	DTMB

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 2021

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"/>		December 20, 2021

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$64,813,692.34	\$630,792.00	\$65,444,484.34

**DESCRIPTION**

Effective 8/16/2021, this contract is hereby increased by \$630,792.00 for MDHHS use to increase resource capacity under CN 40 for support as directed and approved by the MDHHS IT Executive Group. All other terms, conditions, specifications, and pricing remain the same per Contractor and Agency agreement, and Central Procurement approval.

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov



MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT, & BUDGET  
IT SERVICES MDHHS INTEGRATED SERVICE DELIVERY (ISD) PORTAL IMPLEMENTATION  
STATEMENT OF WORK

<b>PROJECT TITLE:</b> Integrated Service Delivery (ISD) Portal – amend CCN40 for increased resource support	<b>PERIOD OF COVERAGE:</b> July 5, 2021 - September 30, 2021
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management, & Budget (DTMB) in support of MDHHS	<b>DATE:</b> August 9, 2021
<b>AGENCY PROJECT MANAGER:</b> Duane Kerkstra	<b>PHONE:</b> 248.660.0132
<b>DTMB PROJECT MANAGER:</b> Nathan Buckwalter	<b>PHONE:</b> 517-241-5498

**1.0 PROJECT IDENTIFICATION**

**1.10 PROJECT REQUEST**

- This Statement of Work (SOW) is to extend staff resources and services for support as directed and approved by the MDHHS IT Executive Group.
- All work performed will be pursuant to the SOW as issued under CCN #40 of the existing Contract 071B5500113 (the “Contract”).
- All terms, conditions, and specifications contained in the existing Contract remains in full force and effect.

**Section 7.10 METHOD OF PAYMENT**

- The increased resources and associated cost for this SOW are based on additional IT Executive Governance approved Project CostEstimates and Change Requests supporting MDHHS requirements.
- This SOW increases the value of the SOW issued under CCN40 by **\$630,792.00**. The increase reflects a monthly increase of \$210,264.00 for July, August, and September 2021.

**Table 1 Below replaces CCN40 Table 1: Monthly Staff Resource cost for payments 3, 4 and 5**

Payment #	Service Date	TOTAL MONTHLY COST
3	07/01/21 – 07/31/21	\$758,209.60
4	08/01/21 – 08/30/21	\$758,209.60
5	09/01/21 – 09/30/21	\$758,209.60
<b>TOTAL:</b>		<b>\$2,274,628.80</b>

## Attachment A

This Statement of Work provides the following total capacity in support of this change notice for July, August, and Sept. 2021.

Site	Role	Title	\$/H	Hours	Total
Onsite	Archival / Reporting Analyst	Programmer	\$ 120	1,152	\$ 138,240.00
Onsite	AWS Architect	Architect	\$ 250	113	\$ 28,350.00
Onsite	AWS Configuration Specialist	Programmer	\$ 175	567	\$ 99,225.00
Onsite	Build Engineer	SFDC Configuration Analyst	\$ 130	675	\$ 87,750.00
Onsite	Business Analyst	Solution/Business Req lead	\$ 160	2,331	\$ 372,960.00
Onsite	CRM Analyst	Programmer	\$ 120	567	\$ 68,040.00
Onsite	M&O Lead	Support Lead	\$ 170	567	\$ 96,390.00
Onsite	Development Lead	Technical Lead	\$ 170	567	\$ 96,390.00
Onsite	Integration Developer	Programmer	\$ 120	1,539	\$ 184,680.00
Onsite	Project Manager	Project Manager	\$ 190	876	\$ 166,478.00
Onsite	OCM Lead	OCM Lead	\$ 190	522	\$ 99,180.00
Onsite	Prod Support Analyst	Programmer	\$ 120	567	\$ 68,040.00
Onsite	Tester	Tester	\$ 100	2,700	\$ 270,000.00
Onsite	Training Analyst	Solution/Business Req lead	\$ 160	999	\$ 159,840.00
Offshore	AWS Configuration Specialist	Programmer	\$ 55	999	\$ 54,945.00
Offshore	Dev Lead	Dev Lead	\$ 72	113	\$ 8,165.00
Offshore	Developer	Programmer	\$ 46	6,309	\$ 290,214.00
Offshore	Development Director	Development Director	\$ 72	113	\$ 8,165.00
Offshore	Integration Developer	Integration Programmer	\$ 61	549	\$ 33,489.00
Offshore	Reports Developer	Power BI Programmer	\$ 46	585	\$ 26,910.00
Offshore	Tech Lead / Scrum Lead	Tech Lead	\$ 65	567	\$ 36,855.00
Offshore	Tester	Tester	\$ 38	4,176	\$ 158,688.00
			<b>Total</b>	<b>27,154</b>	<b>\$ 2,552,994.00</b>
<b>Less due to CN40 budget cuts</b>					<b>(\$278,365.20)</b>
<b>Total Cost for 3 months:</b>					<b>\$2,274,628.80</b>
<b>Monthly Cost:</b>					<b>\$758,209.60</b>



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



**CONTRACT CHANGE NOTICE**

Change Notice Number **40**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Various	MDHHS
	Contract Administrator	Mecca Martin	DTMB
		517-230-5694	
		martinm42@michigan.gov	

**CONTRACT SUMMARY**

<b>CASE MANAGEMENT SYSTEM - SALESFORCE</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
July 13, 2015	July 12, 2020	0 - 1 Year	December 20, 2021
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<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**

<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>		<input type="checkbox"/>		December 20, 2021
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$61,645,699.49	\$3,167,992.85	\$64,813,692.34		

**DESCRIPTION**

Effective 4/30/2021 this contract is hereby increased by \$3,167,992.85 for DHHS use and includes the following amendment per the attached SOW to extend the Deloitte Salesforce resource support and Amazon Web Services (AWS) for the Integrated Service Delivery (ISD) Portal for the term of 04/30/2021 - 09/30/2021; extending services as described under CN#39. All other specifications and pricing remain the same. Per DTMB contractor and agency agreement, and Central Procurement approval, and State Administrative Board approval on 4/27/2021.

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov



MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT, & BUDGET  
IT SERVICES MDHHS INTEGRATED SERVICE DELIVERY (ISD) PORTAL IMPLEMENTATION  
STATEMENT OF WORK

<b>PROJECT TITLE:</b> Integrated Service Delivery (ISD) Portal – extend CCN#34	<b>PERIOD OF COVERAGE:</b> April 30, 2021 - September 30, 2021
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management, & Budget (DTMB) in support of MDHHS	<b>DATE:</b> April 12, 2021
<b>AGENCY PROJECT MANAGER:</b> Duane Kerkstra	<b>PHONE:</b> 248.660.0132
<b>DTMB PROJECT MANAGER:</b> Nathan Buckwalter	<b>PHONE:</b> 517-241-5498

**1.0 PROJECT IDENTIFICATION**

**1.10 PROJECT REQUEST**

This Statement of Work (SOW) is to extend staff resources and AWS services. All work performed will be pursuant to the SOW as issued under CCN #39 of the existing Contract 071B5500113 (the "Contract"). All terms, conditions, and specifications contained in the existing Contract remains in full force and effect.

**Section 7.10 METHOD OF PAYMENT**

The cost for this SOW is based on required staff resource based on current IT Executive Group approved Project Cost Estimates for HIV CRM, MI Bridges M&O, Contact Tracing M&O & Wage Match. The total value of this SOW is **\$3,167,992.85**.

The below Table #1 represents total Contractor staff support costs for the period of 04/30/21-09/30/21. This reflects a value not to exceed \$2,757,992.85 for staff resource support.

**Table 1: Monthly Staff Resource cost**

PAYMENT #	SERVICE DATE	MONTHLY COST
1	04/30/21 - 05/30/21	\$566,210.45
2	06/01/21 - 06/30/21	\$547,945.60
3	07/1/21 – 07/31/21	547,945.60
4	08/01/21 - 08/30/21	\$547,945.60
5	09/01/21 - 09/30/21	\$547,945.60
<b>TOTAL:</b>		<b>\$2,757,992.85</b>

**AWS Services** must continue with a value not to exceed of \$410,000.00:

**3. Recurring fees** are estimated to average \$62,000/month for variable usage costs. Total charges are estimated, and the State is under no obligation to utilize all; the State will pay monthly invoices that reflect the actual usage cost.

**4. Managed Services:** AWS Cloud Managed Services (CMS) monthly cost of \$20,000.00 is a fixed monthly fee. AWS Accounts and/or Short codes added through the term of this SOW will not increase the CMS fixed monthly fee.

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



**CONTRACT CHANGE NOTICE**

Change Notice Number **39**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Various	MDHHS
	Contract Administrator	Mecca Martin 517-230-5694 martinm42@michigan.gov	DTMB

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	0 - 1 Year	December 20, 2021

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**

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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"/>		December 20, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$60,976,201.53	\$669,497.96	\$61,645,699.49		

**DESCRIPTION**

Effective 4/1/2021 this contract is hereby increased by \$669,497.96 for DHHS use and includes the following amendment per the attached SOW to extend the Deloitte Salesforce resource support and Amazon Web Services (AWS) for the Integrated Service Delivery (ISD) Portal for the term of 04/01/2021 - 04/29/2021; extending services as described under CN#38. All other specifications and pricing remain the same. Per DTMB contractor and agency agreement, and Central Procurement approval.

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov



MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT, & BUDGET  
IT SERVICES MDHHS INTEGRATED SERVICE DELIVERY (ISD) PORTAL IMPLEMENTATION  
STATEMENT OF WORK

<b>PROJECT TITLE:</b> Integrated Service Delivery (ISD) Portal – extend CCN#34	<b>PERIOD OF COVERAGE:</b> April 1, 2021 – April 29, 2021
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management, & Budget (DTMB) in support of MDHHS	<b>DATE:</b> March 17, 2021
<b>AGENCY PROJECT MANAGER:</b> Duane Kerkstra	<b>PHONE:</b> 248-660-0132
<b>DTMB PROJECT MANAGER:</b> Nathan Buckwalter	<b>PHONE:</b> 517-241-5498

**1.0 PROJECT IDENTIFICATION**

**1.10 PROJECT REQUEST**

This Statement of Work (SOW) is to extend staff resources and AWS services. All work performed will be pursuant to the SOW as issued under CCN #38 of the existing Contract 071B5500113 (the "Contract"). All terms, conditions, and specifications contained in the existing Contract remains in full force and effect.

**Section 7.10 METHOD OF PAYMENT**

The cost for this SOW is based on the staff resource capacity described in the CCN38 Attachment A. This reflects a value not to exceed \$669,497.96 for staff resource support. AWS cost for this period is available to draw from prior CCNs.

The below Table #1 represents total staff support costs based on total capacity for the period of 04/01/21-04/29/21.

**Table 1: Monthly Staff Resource cost**

PAYMENT #	SERVICE DATE	AWS Resource Support COST (Included in the Monthly Cost)	MONTHLY COST
1	04/01/21-04/29/21	\$60,254.82	\$669,497.96

**AWS Services** must continue with an estimated SOW value for services and usage cost as outlined in CCN#31 and #34:

3. **Recurring fees** are estimated to average \$62,000/month for variable usage costs. Total charges are estimated, and the State is under no obligation to utilize all; the State will pay monthly invoices that reflect the actual usage cost.

4. **Managed Services:** AWS Cloud Managed Services (CMS) monthly cost of \$20,000.00 is a fixed monthly fee. AWS Accounts and/or Short codes added through the term of this SOW will not increase the CMS fixed monthly fee.

**AWS SERVICE Estimated SOW VALUE: \$82,000.00**  
Estimated AWS Service value is available from prior issued CCN's.



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **38**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Various	MDHHS
	Contract Administrator	Mecca Martin	DTMB
		517-230-5694	
		martinm42@michigan.gov	

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 2021

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"/>		December 20, 2021

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$59,427,105.33	\$1,549,096.20	\$60,976,201.53

**DESCRIPTION**

Effective 1/29/2021 this contract is hereby increased by \$1,549,096.20 for DHHS use and includes the following amendment per the attached SOW to extend the Deloitte Salesforce resource support and Amazon Web Services (AWS) for the Integrated Service Delivery (ISD) Portal for the term of 02/01/21-03/31/21; extending services as described under CN#37. All other specifications and pricing remain the same. Per DTMB contractor and agency agreement, and Central Procurement approval.

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov





MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT, & BUDGET  
IT SERVICES MDHHS INTEGRATED SERVICE DELIVERY (ISD) PORTAL IMPLEMENTATION  
STATEMENT OF WORK

<b>PROJECT TITLE:</b> Integrated Service Delivery (ISD) Portal – extend CCN#34	<b>PERIOD OF COVERAGE:</b> February 1, 2021-March 31, 2021
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management, & Budget (DTMB) in support of MDHHS	<b>DATE:</b> January 21, 2021
<b>AGENCY PROJECT MANAGER:</b> Duane Kerkstra	<b>PHONE:</b> 248.660.0132
<b>DTMB PROJECT MANAGER:</b> Nathan Buckwalter	<b>PHONE:</b> 517-241-5498

**1.0 PROJECT IDENTIFICATION**

**1.10 PROJECT REQUEST**

This Statement of Work (SOW) is to extend staff resources and AWS services. All work performed will be pursuant to the SOW as issued under CCN #37 of the existing Contract 071B5500113 (the "Contract"). All terms, conditions, and specifications contained in the existing Contract remains in full force and effect.

**Section 7.10 METHOD OF PAYMENT**

The cost for this SOW is based on the staff resource capacity described in the revised Attachment A and on support and estimated usage costs for Amazon Web Services (AWS). This reflects a value not to exceed \$1,385,096.20 for staff resource support, and \$164,000 for AWS, for a **Total SOW Value of \$1,549,096.20**.

The below Table #1 represents total staff support costs based on total capacity for the period of 02/01/21-03/31/21.

**Table 1: Monthly Staff Resource cost**

PAYMENT #	SERVICE DATE	AWS Resource Support COST (Included in the Monthly Cost)	MONTHLY COST
1	02/01/21-02/28/21	\$62,068.00	\$692,548.10
2	03/01/21-03/31/21	\$62,068.00	\$692,548.10
<b>Staff Resource Support Cost:</b>		<b>\$124,136.00</b>	<b>\$1,385,096.20</b>

**AWS Services** must continue with an estimated SOW value for services and usage cost as outlined in CCN#31 and #34:

**3. Recurring fees** are estimated to average \$62,000/month for variable usage costs for total of \$124,000. Total charges are estimated, and the State is under no obligation to utilize all; the State will pay monthly invoices that reflect the actual usage cost.

**4. Managed Services:** AWS Cloud Managed Services (CMS) monthly cost of \$20,000.00 is a fixed monthly fee. AWS Accounts and/or Short codes added through the term of this SOW will not increase the CMS fixed monthly fee. Total CMS value for term of this SOW is \$40,000.00

**AWS SERVICE Estimated SOW VALUE: \$164,000.00**

**Table 2: Total SOW Value**

STAFF RESOURCE SUPPORT COST:	\$1,385,096.20
AWS SERVICE COST:	\$164,000.00
<b>TOTAL:</b>	<b>\$1,549,096.20</b>

## ATTACHMENT A

This Statement of Work provides the below the capacity in support of the ISD Portal and Contact Tracing for a full 12-month term. The above 7.10 cost represents capacity only for the term of 2/1/21-3/31/21

N.	SITE	ROLE	NAME	TITLE	\$/H	HOURS	TOTAL
1	Onsite	ISD Project Director*	Hari Murthy	Project Manager	\$ 190	445	\$ 84,550
2	Onsite	Senior Manager	Partha Mukhopadhyay	Project Manager	\$ 190	445	\$ 84,550
3	Onsite	Project Manager*	Manoj Zutshi	Project Manager	\$ 190	2,223	\$ 422,370
4	Onsite	Business Analyst	Abby Lombard	Solution/Business Req lead	\$ 160	2,223	\$ 355,680
5	Onsite	Business Analyst	Joshua Norton	Solution/Business Req lead	\$ 160	2,223	\$ 355,680
6	Onsite	Visual Designer	Andi Black	Solution/Business Req lead	\$ 160	2,223	\$ 355,680
7	Onsite	Training Analyst	TBD	Solution/Business Req lead	\$ 160	2,223	\$ 355,680
8	Onsite	Development Lead*	Sudipta Nayak	Technical Lead	\$ 170	2,223	\$ 377,910
9	Onsite	AWS Architect*	Sundeep Jain	AWS Architect	\$ 250	445	\$ 111,250
10	Onsite	AWS Config Specialist	Satish Pabba	AWS Developer	\$ 175	2,223	\$ 389,025
11	Onsite	Tester	Sumedh Deshpande	Tester	\$ 100	2,223	\$ 222,300
12	Onsite	Tester	Ketki Torgalkar	Tester	\$ 100	2,223	\$ 222,300
13	Onsite	Tester	Perumallu Korukonda	Tester	\$ 100	2,223	\$ 222,300
14	Onsite	Tester	Ashwini Gaikwad	Tester	\$ 100	2,223	\$ 222,300
15	Onsite	Tester	Pragnya	Tester	\$ 100	2,223	\$ 222,300
16	Onsite	Integration Developer	Subhas Atluri	Programmer	\$ 120	2,223	\$ 266,760
17	Onsite	Integration Developer	Shon Shaji	Programmer	\$ 120	2,223	\$ 266,760
18	Onsite	Build Engineer	Samarnath Koganti	SFDC Configuration Analyst	\$ 130	2,223	\$ 288,990
19	Onsite	Translator (Arabic & Spanish)	Esther Mikhail	Programmer	\$ 120	2,223	\$ 266,760
20	Onsite	Prod Support Analyst	Vinay Madipage	Programmer	\$ 120	2,223	\$ 266,760
21	Onsite	Archival / Reporting Analyst	Vandana Kumari	Programmer	\$ 120	2,223	\$ 266,760
22	Onsite	CRM Analyst	Sirisha Gujjula	Programmer	\$ 120	2,223	\$ 266,760
23	Onsite	CRM Analyst	Astha Jain	Programmer	\$ 120	2,223	\$ 266,760
24	Offshore	Development Director	Anand Prithviraj	Development Director	\$ 72	445	\$ 32,040
25	Offshore	Dev Lead	Chandrasekhar Dannina	Dev Lead	\$ 72	445	\$ 32,040
26	Offshore	Dev Architect*	TBD	Dev Architect	\$ 53	1,112	\$ 58,936

27	Offshore	Tech Lead*	Sukhesh Shetty	Tech Lead	\$ 65	2,223	\$ 144,495
28	Offshore	Scrum Lead	Danish Ahmed	Development Lead	\$ 61	2,223	\$ 135,603
29	Offshore	Developer	Nilesh Durgiya	Programmer	\$ 46	2,223	\$ 102,258
30	Offshore	Developer	Niranjan Prakash	Programmer	\$ 46	2,223	\$ 102,258
31	Offshore	Developer	Samidha Halve	Programmer	\$ 46	2,223	\$ 102,258
32	Offshore	Developer	Hariharan Ramesh	Programmer	\$ 46	2,223	\$ 102,258
33	Offshore	Developer	Devashree Tidke	Programmer	\$ 46	2,223	\$ 102,258
34	Offshore	Developer	Sagar As	Programmer	\$ 46	2,223	\$ 102,258
35	Offshore	Developer	Aakriti Arya	Programmer	\$ 46	2,223	\$ 102,258
36	Offshore	Developer	Aneesh Vv	Programmer	\$ 46	2,223	\$ 102,258
37	Offshore	Integration Developer	Raja Paul	Integration Programmer	\$ 61	2,223	\$ 135,603
38	Offshore	AWS Config Specialist	Poulomi Kundu	AWS Developer	\$ 55	2,223	\$ 122,265
39	Offshore	AWS Config Specialist	Lepakshi Ganta	AWS Developer	\$ 55	2,223	\$ 122,265
40	Offshore	Release Engineer	Deepak Nambardar	SFDC Configuration Analyst	\$ 49	2,223	\$ 108,927
41	Offshore	Tester	Rahul Gupta	Tester	\$ 38	2,223	\$ 84,474
42	Offshore	Tester	Cijoy Jose	Tester	\$ 38	2,223	\$ 84,474
43	Offshore	Tester	Rashmi Kumari	Tester	\$ 38	2,223	\$ 84,474
44	Offshore	Tester	Prajakta Parkale	Tester	\$ 38	2,223	\$ 84,474
45	Offshore	Reports Developer	Shankar Snehanshu	Power BI Programmer	\$ 46	2,223	\$ 102,258
				<b>Total</b>		<b>90,034</b>	<b>\$ 8,310,577</b>
<b>Monthly Cost:</b>							<b>\$ 692,548.10</b>

\*Denotes Key Contractor Staff



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **37**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
CV0001354	

<b>STATE</b>	Program Manager	Various	DTMB
	Contract Administrator	Mecca Martin	DTMB
		517-230-5694	
		martinm42@michigan.gov	

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 2021

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"/>		December 20, 2021

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$58,401,041.20	\$1,026,064.13	\$59,427,105.33

**DESCRIPTION**

Effective 12/18/2020 this contract is hereby increased by \$1,026,064.13 for DHHS use and includes the following amendment to the contract per the attached SOW. This change includes extending staff resources and AWS services. All work performed will be pursuant to the SOW as issued under CN #29, #31, and #34. All other specifications and pricing remain the same. Per DTMB contractor and agency agreement, and Central Procurement approval.

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov



MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT, & BUDGET  
IT SERVICES MDHHS INTEGRATED SERVICE DELIVERY (ISD) PORTAL IMPLEMENTATION  
STATEMENT OF WORK

<b>PROJECT TITLE:</b> Integrated Service Delivery (ISD) Portal – extend CCN#34	<b>PERIOD OF COVERAGE:</b> December 21, 2020-January 31, 2021
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management, & Budget (DTMB) in support of MDHHS	<b>DATE:</b> December 2, 2020
<b>AGENCY PROJECT MANAGER:</b> Duane Kerkstra	<b>PHONE:</b> 248.660.0132
<b>DTMB PROJECT MANAGER:</b> Nathan Buckwalter	<b>PHONE:</b> 517-241-5498

**1.0 PROJECT IDENTIFICATION**

**1.10 PROJECT REQUEST**

This Statement of Work (SOW) is to extend staff resources and AWS services. All work performed will be pursuant to the SOW as issued under CCN #29, 31 and 34 of the existing Contract 071B5500113 (the “Contract”). All terms, conditions, and specifications contained in the existing Contract remains in full force and effect.

**Section 7.10 METHOD OF PAYMENT**

The cost for this SOW is based on the staff resource capacity described in the revised Attachment A and on support and estimated usage costs for Amazon Web Services (AWS). This reflects a value not to exceed **\$923,397.47** for staff resource support, and \$102,666.67 for AWS, for a **Total SOW Value of \$1,026,064.13**.

The below Table #1 represents total staff support costs based on total capacity for the period of 12/21/20 – 01/31/21. Payment will be made as described within CCN29:

**Table 1: Monthly Staff Resource cost**

PAYMENT #	SERVICE DATE	AWS Resource Support COST (Included in the Monthly Cost)	MONTHLY COST
1	12/21/20 – 01/20/21	\$62,068.00	\$692,548.10
2	01/21/21 – 01/31/21	\$20,689.00	\$230,849.37
<b>Staff Resource Support Cost:</b>		<b>\$82,756.00</b>	<b>\$923,397.47</b>

**AWS Services** must continue with an estimated SOW value for services and usage cost as outlined in CCN#31 and #34:

3. **Recurring fees** are estimated to average \$62,000/month for variable usage costs for total of \$82,667.00. Total charges are estimated, and the State is under no obligation to utilize all; the State will pay monthly invoices that reflect the actual usage cost.

**4. Managed Services:** AWS Cloud Managed Services (CMS) monthly cost of \$20,000.00 is a fixed monthly fee. AWS Accounts and/or Short codes added through the term of this SOW will not increase the CMS fixed monthly fee. Total value for term of this SOW is \$20,000.00

**AWS SERVICE Estimated SOW VALUE: \$102,666.67**

**Table 2: Total SOW Value**

STAFF RESOURCE SUPPORT COST:	<b>\$923,397.47</b>
AWS SERVICE COST:	\$102,666.67
<b>TOTAL:</b>	<b>\$1,026,064.13</b>



## ATTACHMENT A

This Statement of Work provides the below the capacity in support of the ISD Portal and Contact Tracing for a full 12-month term. The above 7.10 cost represents capacity only for the term of 12/20/20-01/31/21

N.	SITE	ROLE	NAME	TITLE	\$/H	HOURS	TOTAL
1	Onsite	ISD Project Director*	Hari Murthy	Project Manager	\$ 190	445	\$ 84,550
2	Onsite	Senior Manager	Partha Mukhopadhyay	Project Manager	\$ 190	445	\$ 84,550
3	Onsite	Project Manager*	Manoj Zutshi	Project Manager	\$ 190	2,223	\$ 422,370
4	Onsite	Business Analyst	Abby Lombard	Solution/Business Req lead	\$ 160	2,223	\$ 355,680
5	Onsite	Business Analyst	Joshua Norton	Solution/Business Req lead	\$ 160	2,223	\$ 355,680
6	Onsite	Visual Designer	Andi Black	Solution/Business Req lead	\$ 160	2,223	\$ 355,680
7	Onsite	Training Analyst	TBD	Solution/Business Req lead	\$ 160	2,223	\$ 355,680
8	Onsite	Development Lead*	Sudipta Nayak	Technical Lead	\$ 170	2,223	\$ 377,910
9	Onsite	AWS Architect*	Sundeep Jain	AWS Architect	\$ 250	445	\$ 111,250
10	Onsite	AWS Config Specialist	Satish Pabba	AWS Developer	\$ 175	2,223	\$ 389,025
11	Onsite	Tester	Sumedh Deshpande	Tester	\$ 100	2,223	\$ 222,300
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15	Onsite	Tester	Pragnya	Tester	\$ 100	2,223	\$ 222,300
16	Onsite	Integration Developer	Subhas Atluri	Programmer	\$ 120	2,223	\$ 266,760
17	Onsite	Integration Developer	Shon Shaji	Programmer	\$ 120	2,223	\$ 266,760
18	Onsite	Build Engineer	Samarnath Koganti	SFDC Configuration Analyst	\$ 130	2,223	\$ 288,990
19	Onsite	Translator (Arabic & Spanish)	Esther Mikhail	Programmer	\$ 120	2,223	\$ 266,760
20	Onsite	Prod Support Analyst	Vinay Madipage	Programmer	\$ 120	2,223	\$ 266,760
21	Onsite	Archival / Reporting Analyst	Vandana Kumari	Programmer	\$ 120	2,223	\$ 266,760
22	Onsite	CRM Analyst	Sirisha Gujjula	Programmer	\$ 120	2,223	\$ 266,760
23	Onsite	CRM Analyst	Astha Jain	Programmer	\$ 120	2,223	\$ 266,760
24	Offshore	Development Director	Anand Prithviraj	Development Director	\$ 72	445	\$ 32,040
25	Offshore	Dev Lead	Chandrasekhar Dannina	Dev Lead	\$ 72	445	\$ 32,040
26	Offshore	Dev Architect*	TBD	Dev Architect	\$ 53	1,112	\$ 58,936

27	Offshore	Tech Lead*	Sukhesh Shetty	Tech Lead	\$ 65	2,223	\$ 144,495
28	Offshore	Scrum Lead	Danish Ahmed	Development Lead	\$ 61	2,223	\$ 135,603
29	Offshore	Developer	Nilesh Durgiya	Programmer	\$ 46	2,223	\$ 102,258
30	Offshore	Developer	Niranjan Prakash	Programmer	\$ 46	2,223	\$ 102,258
31	Offshore	Developer	Samidha Halve	Programmer	\$ 46	2,223	\$ 102,258
32	Offshore	Developer	Hariharan Ramesh	Programmer	\$ 46	2,223	\$ 102,258
33	Offshore	Developer	Devashree Tidke	Programmer	\$ 46	2,223	\$ 102,258
34	Offshore	Developer	Sagar As	Programmer	\$ 46	2,223	\$ 102,258
35	Offshore	Developer	Aakriti Arya	Programmer	\$ 46	2,223	\$ 102,258
36	Offshore	Developer	Aneesh Vv	Programmer	\$ 46	2,223	\$ 102,258
37	Offshore	Integration Developer	Raja Paul	Integration Programmer	\$ 61	2,223	\$ 135,603
38	Offshore	AWS Config Specialist	Poulomi Kundu	AWS Developer	\$ 55	2,223	\$ 122,265
39	Offshore	AWS Config Specialist	Lepakshi Ganta	AWS Developer	\$ 55	2,223	\$ 122,265
40	Offshore	Release Engineer	Deepak Nambardar	SFDC Configuration Analyst	\$ 49	2,223	\$ 108,927
41	Offshore	Tester	Rahul Gupta	Tester	\$ 38	2,223	\$ 84,474
42	Offshore	Tester	Cijoy Jose	Tester	\$ 38	2,223	\$ 84,474
43	Offshore	Tester	Rashmi Kumari	Tester	\$ 38	2,223	\$ 84,474
44	Offshore	Tester	Prajakta Parkale	Tester	\$ 38	2,223	\$ 84,474
45	Offshore	Reports Developer	Shankar Snehanshu	Power BI Programmer	\$ 46	2,223	\$ 102,258
				<b>Total</b>		<b>90,034</b>	<b>\$ 8,310,577</b>
<b>Monthly Cost:</b>							<b>\$ 692,548.10</b>

\*Denotes Key Contractor Staff



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **36**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Various	MDHHS
	Contract Administrator	Mecca Martin	DTMB
		517-230-5694	
		martinm42@michigan.gov	

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 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"/>		December 20, 2021

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$58,203,438.20	\$197,603.00	\$58,401,041.20

**DESCRIPTION**

Effective 12/4/2020 this contract is hereby increased by \$197,603.00 for DHHS use and incorporates the following amendment to CN 33 into the contract per the attached SOW. This change includes adding the Structured Decision Making Tool (payment # 5) that was not in the original SOW. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement.

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov

Updated Change Notice Log: 071B5500113 - DELOITTE CONSULTING LLP

<b>CN</b>	<b>Value of Change Notice</b>	<b>Aggregated Contract Value</b>
CN 0	\$3,642,426.00	\$3,642,426.00
CN1	\$51,072.00	\$3,693,498.00
CN2	\$0.00	\$3,693,498.00
CN3	\$385,000.00	\$4,078,498.00
CN4	\$377,010.00	\$4,455,508.00
CN5	\$279,290.00	\$4,734,798.00
CN6	\$49,000.00	\$4,783,798.00
CN7	\$63,520.00	\$4,847,318.00
CN8	\$0.00	\$4,847,318.00
CN9	\$60,000.00	\$4,907,318.00
CN10	\$170,000.00	\$5,077,318.00
CN11	\$251,600.00	\$5,328,918.00
CN12	\$4,160,943.00	\$9,489,861.00
CN13	\$141,000.00	\$9,630,861.00
CN14	\$10,566,719.00	\$20,197,580.00
CN15	\$450,000.00	\$20,647,580.00
CN16	\$525,000.00	\$21,172,580.00
CN17	\$0.00	\$21,172,580.00
CN18	\$2,885,950.00	\$24,058,530.00
CN19	\$178,000.00	\$24,236,530.00
CN20	\$10,742,458.00	\$34,978,988.00
CN21	\$241,600.00	\$35,220,588.00
CN22	\$275,910.00	\$35,496,498.00
CN23	\$0.00	\$35,496,498.00
CN24	\$7,017,568.00	\$42,514,066.00
CN25	\$2,842,142.00	\$45,356,208.00
CN26	\$62,191.00	\$45,418,399.00
CN27	\$58,500.00	\$45,476,899.00
CN28	\$586,731.16	\$46,063,630.16
CN29	\$6,653,579.04	\$52,717,209.20
CN30	\$1,519,689.00	\$54,236,898.20
CN31	\$0.00	\$54,236,898.20
CN32	(\$262,140.00)	\$53,974,758.20
CN33	\$890,397.00	\$54,865,155.20
CN34	\$2,238,503.00	\$57,103,658.20
CN35	\$1,099,780.00	\$58,203,438.20
CN36	\$197,603.00	\$58,401,041.20



MICHIGAN DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET  
IT SERVICES

CENTRALIZED INTAKE DATABASE REPLACEMENT  
STATEMENT OF WORK

<b>PROJECT TITLE:</b> Centralized Intake Database Replacement (CIDR)	<b>PERIOD OF COVERAGE:</b> September 1, 2020 – December 31, 2020
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management and Budget (DTMB) in support of MDHHS	<b>DATE:</b> September 1, 2020
<b>AGENCY PROJECT MANAGER:</b> Chontelle Williams	<b>PHONE:</b> 313-460-4642
<b>DTMB PROJECT MANAGER:</b> Judy Odett	<b>PHONE:</b> 517-242-0122

**1. PROJECT IDENTIFICATION:**

**1.1. Project Request:**

This Statement of Work (SOW) is created for Deloitte Consulting LLP (“Contractor”) to provide the services for functional design, development, and testing services for the Centralized Intake Database Replacement (CIDR) project.

**1.2. Project Background:**

Centralized Intake (CI) receives, reviews, and enters screening decisions for all complaints of adult and child abuse and neglect in the State of Michigan. The CI Access Databases used for call management are no longer supported by DTMB, nor Microsoft and have become unstable. These databases are used for routing complaints to available supervisors for the determination of the need for an investigation.

Centralized Intake Database Replacement (CIDR) project will focus on replacing the CI solution residing in Microsoft Access Database with Centralized Intake (CI) Portal in the Salesforce platform, and also implementing a workforce management solution for the Centralized Intake Unit.

**2. SCOPE OF WORK:**

**2.1. Centralized Intake Database Replacement (CIDR):**

The high-level scope for the Centralized Intake (CI) Portal is as follows:

- Intake data migration from MS Access Database
- Intake entry and manual routing
  - Ability to record the intake (minimal information), enter comments and disposition
  - Ability to select the supervisor manually and system notification for the supervisors about the assignment
  - Ability to track scenarios like accept/link, accept/reassign, reject, reconsideration, etc.,
  - Ability to manage the Staff list (workers, supervisors, admins, etc.,)
  - Generate reports on the intakes recorded. Samples are mentioned below.
    - Intakes by “type” recorded (daily, weekly, monthly, etc.,)
    - Intakes by County
    - Intakes by Source (call, MORS, etc.,)
    - Intakes assigned to Tribes
- Implement a Structured Decision Making (SDM) tool to assist Central Intake Specialists/Supervisors in determining screening decision, response time, priority, etc.
- Data migration (from MS Access Database)
- Multi-channel Integration (include CTI)
- Systems Integration with MISACWIS and MIAIMS

- Customer Service Line
- Training & Other Functionalities
- Backup, Purging and Data Warehouse integration

## **2.2. Out of Scope Requirements (for this SOW)**

Below are the other modules which will be implemented/configured in the Workforce Management solution of the NICE inContact product. The implementation/configuration will be owned by the NICE inContact team and coordinated by the State.

- Scheduling
- Agent Assignment and Routing
- Staff Productivity
- Workload Forecasting
- Analytics-Driven Performance Management

Below are the requirements which will be deemed out-of-scope as per the initial discussions with the State.

- Asset Management and Control
- Employee Emergency Contact Information

## **3. IMPLEMENTATION APPROACH**

### **3.1. Guiding Principles:**

Both the State and the Contractor agree that the guiding principles for this effort are:

- ✓ Maximum transparency related to schedules, process, progress, measurement criteria, and metrics, risks, issues, status, and disposition
- ✓ Continuous monitoring of functional and technical progress and risk of the project by both parties by reviewing Agile metrics and providing project oversight
- ✓ A clear vision shared by all team members and stakeholders will guide the development efforts
- ✓ All attempts will be made to deliver the requirements within the approved budget
- ✓ Implemented functionality will be consistent with security accreditation requirements
- ✓ Implemented functionality will be consistent with Americans with Disabilities Act (ADA) requirements
- ✓ Increments of functionality will be tested by both parties during a Sprint and Release, as reflected in the Anticipated Timeline diagram in Section.5
- ✓ Increments of functionality that meets the documented acceptance criteria will be marked accepted
- ✓ Additional feedback will be added to the backlog as new features/stories
- ✓ A clear set of project and software development practices and standards agreed to by both parties will guide the development effort
- ✓ Timely and practical specifications of requirements through Epics, Features and User Stories, etc., whereby the State and the Contractor are actively responsible and involved in their definition
- ✓ Continuous timely communication and timely engagement in case of emerging risks or issues
- ✓ An empowered MDHHS Product Owner (PO) and timely decision making
- ✓ Timely removal of barriers that could delay the release schedule or increase cost.

The in-scope requirements are the result of the State's SOW preparation and planning activities (readiness) conducted by the requesting Agency and DTMB. The products (Product Vision and Product Release Roadmap) provide the foundation for prioritization and release planning based on the staffing capacity available for a given release.

### **3.2. SOM Standard Sprint Activities**

#### **3.2.1. Sprint Planning**

Sprint planning activities reflect the work associated with the formalization of what user stories will be realized per Sprint in a release.

- Product Owner and Scrum Development Team agree on what will be built in the Sprint
- Effort hours are added for each user story selected
- Sprint backlog agreed upon based on the effort to capacity alignment

The focus of each Sprint can be on the realization of release/themes, technical debt, or remediating post release bugs or defects. Technical debt reduction focuses on the improvement of product/solution reliability, performance, operability, security, compatibility, maintainability, and/or transferability.

### 3.2.2. Sprint Execution

The State utilizes the basic Scrum process during execution. The heart of an Agile development approach is the rapid iterative nature of the execution cycles – Sprints. Each Sprint starts with a Sprint planning meeting on the first day of the Sprint. Multiple Sprints may be grouped to form a Release. Sprint execution activities reflect the work associated with the programming, scripting, activating, configuring, customizing, debugging, and daily progress information of user stories and other application artifacts, as agreed to in Sprint planning. To execute properly, all parties must embrace the approach and meet their commitments.

- Every single execution Sprint should deliver a completed (coded, unit tested, integration tested, and acceptance tested) piece of functionality.
- Sprint execution will also include unit, system, regression tested sprints, and end-user testing of each user story's deliverables to verify that all deliverables meet acceptance criteria set out in each user story.
- Technical debt reduction (not to be confused with defects) is considered a normal pattern in Agile frameworks. Every effort should be made to reduce technical debt as it is incurred by adding technical stories to the backlog and working with the Product Owner to address the technical stories in future Sprints. If technical debt accumulates to an effort large enough to fill an entire Sprint, the Contractor Project Manager, DTMB Project Manager, and Product Owner should collaborate on a solution to reduce the technical debt.
- Additionally, during each Sprint, user stories are further detailed in the Product Backlog by elaboration (refined, split, sized, complete acceptance criteria) to provide sufficient user stories that meet the Definition of Ready for upcoming Sprints.

### 3.2.3. Scrum Stand-Up Meeting

Scrum Development Team meets daily (<15 minutes) for team-level collaboration:

- What has been accomplished since the last Scrum (stand-up)
- What will be accomplished before the next daily scrum
- What is impeding progress

### 3.2.4. Scrum-of-Scrums Stand-Up Meeting

Scrum of Scrum daily (<15 minutes) for project level collaboration:

- Team scrum masters report completions, next steps, and impediments on behalf of the teams they represent
- Resolution of impediments is expected to focus on the challenges of coordination between the teams; solutions may entail agreeing to interfaces between teams, negotiating responsibility boundaries, etc.
- The Scrum of Scrum will track these items via a backlog of its own, where each item contributes to improving between-team coordination
- Updates or creation of application features to highlight and manage the interface dependencies

### 3.2.5. Sprint Review

On the last day of the Sprint, (based on availability) the Scrum Development Team meets with the Product Owner and any invested stakeholders to:

- Review/Demonstrate all work completed (to Definition of Done)
- Product Owner signals acceptance of the user story
- Obtain feedback on possible product improvements from the MDHHS Product Owner and other stakeholders

### 3.2.6. Sprint Retrospective

At the end of a Sprint, and before the next Sprint planning meeting, (5-day window) the Scrum Development Team meets to review their processes, delivery, and challenges during the previous Sprint to determine:

- What was done well and should continue to be practiced
- What didn't go well and should be improved
- What actions will be taken in the next Sprint to improve outcomes

### 3.2.7. Sprint Acceptance Testing (during Sprint cycle)

Multiple times during a Sprint, the functionality (code, etc.) developed as part of the Sprint added to satisfy a user story will be released into an environment where the Product Owner, or designee, will review Sprint acceptance testing (unit and system testing) results, testing of the user story is based on the documented acceptance criteria of each user story and the user story test scenarios detailed by the State BA, Contractor BA, or Product Owner (or a combination of any of those roles).

All defects identified during Sprint acceptance testing must be triaged before the end of the Sprint unless a circumstance prevents this and is agreed upon by all parties. If remediation, and retest, is not possible before the end of the Sprint, the user story will not be presented at the Sprint review/demo or marked accepted (does not contribute to that Sprint's velocity). It will be moved to the release or the product backlog for defect remediation. Only when the user story can be accepted by the Product Owner can credit for completion (velocity) be accrued.



### 3.2.8. User Acceptance Testing

During the Sprint Review, user stories that are marked “Done” by the Product Owner will be considered available for the next UAT Build. When the Product Owner deems that a sufficient product is available, the date for the next Release UAT will be finalized. All Critical and High Defects must be remediated before authorization of payment for that Release by the Executive Sponsors. Medium and low severity defects found during Release UAT will be added to the Product Backlog, marked as a defect, and prioritized by the Product Owner for remediation in upcoming Sprints.

### 3.2.9. Change Control Process (Handling Scope Change)

An Agile approach to product development and delivery is, by its nature, fluid, evolving, and undergoing constant elaboration and refinement. The methodology embraces change based on value and feedback from users and subject matter experts. To provide a mechanism for managing the evolution of the details of what is being built and to accommodate input on usability from subject matter experts, story elaborations and additions are handled in one of several methods.

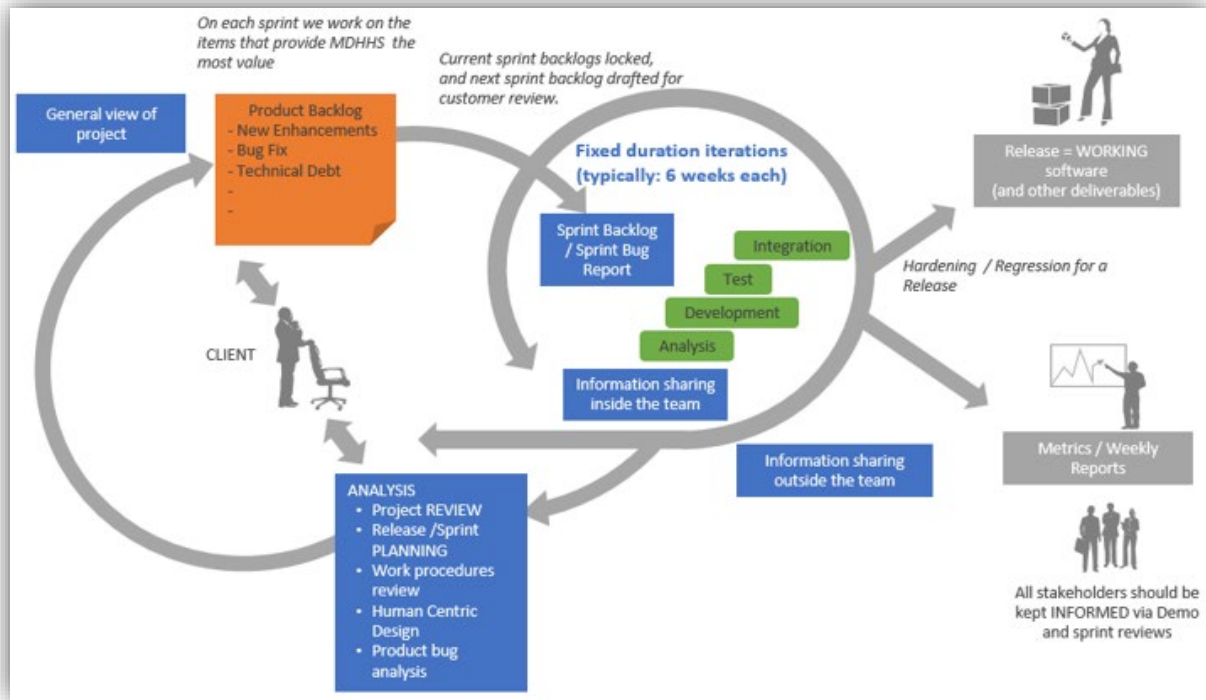
Epics, Features, and User Stories of equal relative size can be “exchanged” (one deleted and the other added) without formal change documentation. A note should be made in the backlog item as to what was substituted. The state should be set to “Removed” by the Product Owner so the history is available for audit purposes.

User Stories found through the standard elaboration of an epic/feature, which was part of the original scope or when the scope is deemed to be larger than originally anticipated, the first course of action should be an exchange.

Optional items can be added to the Product Backlog that was not included in the original Release Theme list. The “Created Date” can be used for audit purposes to show they were not in the original scope. A formal change management processes (defined and agreed to in the Project Management Plan) will be utilized when epics, features, and user stories affect the overall budget, the number of releases needed to deliver the required scope, or final delivery date specifically:

- ✓ Clearly outside the scope of the project and must be included in the product delivery
- ✓ The addition results in the need for more time or budget or both
- ✓ Zero dollar change notice to the contract will be used to exchange themes no longer needed from the SOW, with items identified after the project initiation phase.
- ✓ Formal changes (more budget and time) collectively over the life of the project will not exceed 10% of the original estimate without submitting the remaining work to rebid

### 3.3. SOM Agile Methodology



#### 3.3.1. Discovery

- Story mapping will be leveraged to elicit user stories that will provide a visual representation to track the journey of the user experiences
- Document and log User Stories into the product backlog in Azure DevOps.

- The Scrum Development Team shall support the PO in prioritizing User Stories in the product backlog and allocate User Stories among the Sprint for each major Release
- Design out stories for the development sprint to meet the Definition of Ready (DoR)
- Provide functional and technical support for the interpretation of integration User Stories to requirements as part of the SEM 402 development process for integrations, as necessary

### 3.3.2. Sprint Cycles

- The Scrum Development Team shall take User Stories from the product backlog that meet the DoR to build the Sprint backlog
- Determine and finalize the scope of the Sprint (Sprint Backlog) during Sprint planning.
- The duration of the sprints will be decided after discussions with the Product Owner and Technical Owner.
- SOM Standard Sprint Activities (explained in this section) will be followed for every sprint.
- The scrum master must report any issues, risks, or impediments for successful completion of the Sprint to the PO and collaborate on a resolution
- User Story design and documentation must be completed before the start of the sprint for a user story to be eligible for inclusion in that sprint. The User Stories that are in-scope at the start of that Sprint, based on the artifacts provided with the DoR for each User Story in consultation with State
- Continue to develop User Stories during each Sprint cycle for inclusion in future sprints
- The development and User Story testing shall be done during each development period

### 3.3.3. Testing Approach

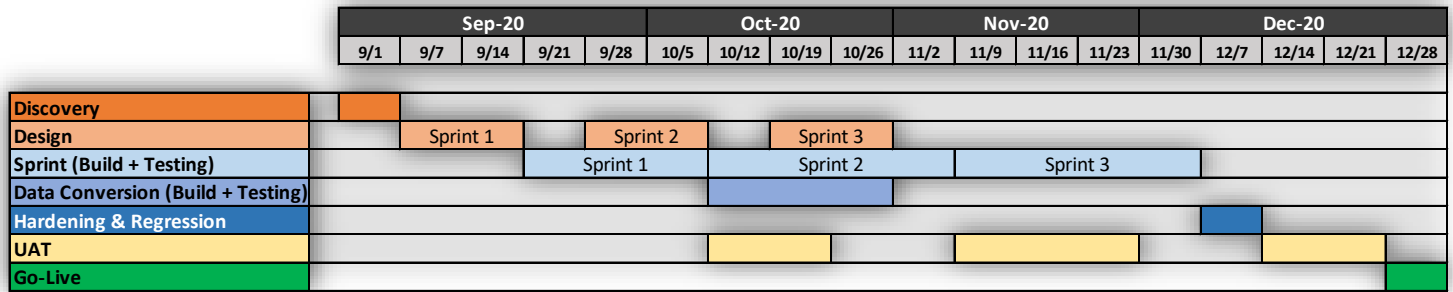
- Testing of User Stories will be done in each Sprint so the Product Owner and SMEs will see working software early in the process
- Security testing (if required) will be based on CheckMarx or similar scanning tool identified by the State
- The following table depicts the different testing types, execution phase, and responsible party for execution.

Test type	Execution phase	Responsibility
Functional testing	Each sprint	Contractor
System Integration Testing	Each sprint	Contractor
Integration Testing	As needed	Contractor, integration partners (MiLogin, MiSACWIS, MIAIMS, HUB, FileNet, etc.)
User Acceptance Testing	Each sprint	State UAT Team
End to End Testing	As needed	State UAT Team
Security Testing	Each sprint	DTMB (MCS)
Accessibility Testing	Each sprint	Contractor, DTMB
Browser Compatibility Testing	Each sprint	Contractor, DTMB, State UAT Team

### 3.3.4. Deployment

- The contractor will support User Acceptance Testing (UAT)
- Before a production release, support UAT team with bug clarifications during their testing of production bugs
- Address outstanding bugs as prioritized by Product Owner
- Deployment Checklists will be updated as needed
- Conduct activities to get the software ready for deployment
- Support smoke testing post-production deployment

#### 4. PROJECT TIMELINE



Requirements will be delivered through the individual sprints, the allocation of each requirement to the sprint will be done during the Discovery phase, and respective Sprint Planning. The above timeline will be revisited and confirmed at the end of the Discovery phase.

#### 5. ASSUMPTIONS

The following is a list of some of the project assumptions and expectations (the "Project Assumptions").

##### 5.1. Project Scope

- Contractor shall work in close collaboration with the State business units and technology teams and other Contractors engaged in the project
- The State and Contractor team will follow the approved product vision and release roadmap
- The scope for any given Sprint is reflected in the sprint backlog, which is established during Sprint planning of each Sprint based on PO defined priorities, in alignment with team velocity
- Any changes to the scope of existing User Stories or creating new User Stories will be addressed via the established change control process (Section 3.2.9).
- The ROM for the following Sprint will be provided during the current Sprint

##### 5.2. Capacity Model

- This SOW follows a capacity-based model in which the Contractor will provide a fixed number of staff (capacity) towards this project (mentioned in Appendix – A).
- At Department’s discretion, CPS KTLO resources will be made available to assist on any of the project activities as needed at no additional cost to the State.
- A standard workweek of 45 hours is used for the Capacity Model.
- DTMB Supporting MDHHS will use the available staffing capacity for prioritization and release planning for a given release.
- Due to the nature of IT business within the State, this capacity may require adjustment (Increase or Decrease). The BRM will submit a written (paper or email) request for this considered modification. The Contractor carries the responsibility to provide feedback within 72 hours from the time that the notice of modification was submitted to the Contractor.
- Any adjustments to the current staffing list will be requested with a 30-day lead time.
- All adjustments are expected for the start of the next sprint. In the case of an increase, if a qualified resource is not available, the Contractor shall communicate the earliest start date.
- At the end of the discovery phase, the Contract will validate and confirm the State of any changes to the proposed capacity.

##### 5.3. Project Management:

- The State will work with Deloitte Consulting to finalize the release schedule, inclusive of meetings, draft Deliverable target dates, review sprint cycles if applicable, and sign-off milestones. Together, State and Deloitte Consulting will identify the State stakeholders for each session and define the working and acceptance criteria and review cycle time as appropriate
- To make the most effective use of the budget, every effort will be made by the State and Deloitte Consulting to limit the number of deliverables
- Optional items can be added to the Product Backlog for Development/ Major Release Support. A formal Change Management processes (defined and agreed to in the Project Management Plan) will be utilized for any additional services that are not within the scope of this SOW
- The Contractor is not responsible for project delays or additional scope that may result from any other initiatives or new projects being prioritized by the Department that may have a direct or indirect impact on this project

- Changes in priorities determined by the State that impact scope, schedule and/or cost will be reviewed by the DTMB Project Manager and processed via Change Control process (Section 3.2.9)
- The Contractor is not responsible for delays or additional costs associated with the unavailability of required State resources or delays in the delivery of State third party dependencies and/or services
- The Contractor will have no responsibility for the performance of other Contractors or Contractors engaged by State, or delays caused by them, in connection with the project even if Contractor has been involved in recommending or selecting such Contractor or Contractors, or in the monitoring of their work

**5.4. State / Department Staff:**

- The State will provide appropriate resources to the project to perform various project tasks and activities
- The State will assist in identifying and facilitating meetings with appropriate stakeholders as needed
- The State will work with the application software vendors (like MILogin, MiSACWIS, MIAIMS, HUB, FileNet, etc..) to prioritize any activities for them to meet the project requirements and schedule
- The staff supporting integrating systems are expected to participate in designing integrations during the discovery Sprint
- It is important that both Deloitte Consulting and the State make a timely decision and resolve any action items in a timely manner
- The State shall procure the necessary Salesforce licenses, additional objects or vendor support services as necessary to complete this project
- The State will perform the UAT activities and Deloitte Consulting will provide the necessary support to the State on UAT.

**5.5. Agency/State Specific Standards**

- MDHHS Integration Guide will be used as a reference during Sprint execution
- Salesforce code meets or exceeds 75% code coverage
- “CWTS” project in Azure DevOps will be leveraged to host the product backlog, bugs, test plan, repository, and automated deployments configuration.

**5.6. Technical**

- Integration design with external systems for related User Stories are expected to be completed by the end of the discovery phase of respective Release
- The services for integrated systems must be available in the development and test environments during the Sprints for validation
- ADA compliance of the CI Portal will be supported by Salesforce. ADA Testing cycle and ADA bug resolution for CI Portal is within the scope.
- The following browser, devices, and operating systems are supported by the State and are operational with the CI Portal:

Operating System	Browser	Version
Microsoft Windows Desktop	Google Chrome	Latest Version
	Mozilla Firefox	Latest Version
	Edge Chromium	Latest Version

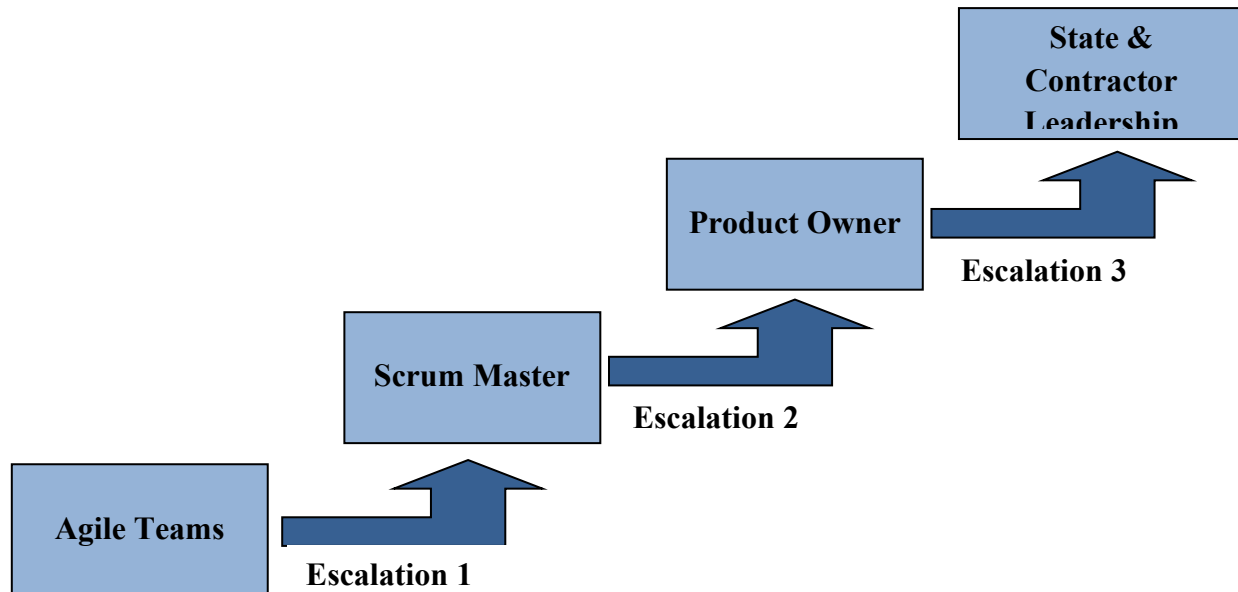
- SIT/QAT and UAT teams will be using the latest versions of the browsers as released during the respective test cycles
- The Contractor will have no responsibility for the performance of any third-party software or hardware
- Support for SSP, as necessary

**5.7. Workforce Management Module**

- The workforce management related part of the project scope (as identified in Section 2.1) will be implemented using the NICE inContact product (recommended by State).
- The State will engage the required resources from the NICE inContact product team for the Discovery and JAD sessions
- The implementation (or) configuration of the product as per the business requirements will be owned by the NICE inContact product team

**5.8. Escalation of Impediments:**

Timely escalation of impediments is critical to keep the project on track with the Sprint schedule. The project’s escalation process is outlined below:



**6. CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES:**

The Contractor will maintain a workforce adequate to accomplish Project Work in a timely manner.

**6.1. Contractor Staff:**

Role	Duties/Responsibilities
<b>Contractor Program Director</b>	<ul style="list-style-type: none"> <li>• Collaborate with the DTMB Technical Delivery Owner on the following:               <ul style="list-style-type: none"> <li>○ Support the management of the Contract</li> <li>○ Facilitate dispute resolution for the Contractor</li> <li>○ Advise the State of performance under the terms and conditions of the Contract</li> <li>○ Support the execution of the CI Portal</li> <li>○ Manage all defined Contractor responsibilities in this SOW for CI Portal</li> <li>○ Support impediment resolution upon escalation</li> </ul> </li> </ul>
<b>Contractor Project Manager</b>	<ul style="list-style-type: none"> <li>• Collaborate with the DTMB Project Manager and DTMB Technical Owner in the delivery of the following:               <ul style="list-style-type: none"> <li>○ Guide impacted teams to adhere to all State processes</li> <li>○ Project issue resolution and escalation</li> <li>○ Day-to-day project activities of the project team</li> <li>○ Assess and report project feedback and status</li> <li>○ Escalate project issues, project risks, and other concerns</li> <li>○ Support impediment resolution upon escalation</li> <li>○ Escalate unresolved impediments to Contractor Program Director, DTMB Senior Leadership and DTMB Technical Owner</li> <li>○ Review all project deliverables and provide feedback</li> <li>○ Proactively propose/suggest options and alternatives for consideration</li> <li>○ Manage change control process</li> <li>○ Support to DTMB EPMO in preparation of the project SEM/SUITE documents and materials</li> <li>○ Manage and report on the project financials</li> </ul> </li> <li>• Manage Contractor’s sub-Contractors, if any</li> </ul>
<b>Salesforce Architect</b>	<ul style="list-style-type: none"> <li>• Collaborate with the DTMB Solutions Architect on the following:               <ul style="list-style-type: none"> <li>○ Support for Salesforce technical architecture and governance</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Provide Dev Ops guidance to the delivery team</li> <li>○ Advises on Salesforce integration patterns</li> <li>○ Advises on Salesforce security standards</li> <li>○ Advises on Salesforce data storage policies</li> </ul>
<b>Development Lead/Scrum Master</b>	<ul style="list-style-type: none"> <li>● Collaborates with the Product Owner to ensure Product Roadmap, Release Themes, Backlog Grooming, and User Story acceptance are completed as expected for each scheduled release</li> <li>● Manage Contractor development staff to deliver software for each Sprint</li> <li>● Responsible for delivering software that meets the requirements mentioned in User Stories</li> <li>● Support impediment resolution and escalate to the Project Manager, DTMB Project Manager, and DTMB Technical Owner</li> </ul>
<b>Scrum Development Team</b>	<ul style="list-style-type: none"> <li>● Comprised of State Business Analysts, Functional Product Owners, Team-Level Scrum Master, Contractor Test Engineers, State Acceptance Testers, Contractor Salesforce Developers, and Contractor Business Analysts are responsible for the following: <ul style="list-style-type: none"> <li>○ Complete Sprint Planning</li> <li>○ Complete User Story Creation, including Acceptance Criteria</li> <li>○ Create Definition of Done</li> <li>○ Create User Story level estimates</li> <li>○ Create High-Level ROM estimates</li> <li>○ Create the Sprint backlog</li> <li>○ Populate the Product backlog</li> <li>○ Prioritize the Sprint backlog</li> <li>○ Review development efforts against the User Stories</li> <li>○ Document bugs</li> <li>○ Identify impediments</li> <li>○ Communicate impediments at daily stand up</li> <li>○ Participate in Sprint retrospective</li> <li>○ Participate in Sprint Demos</li> </ul> </li> </ul>

The following roles are Non-Key Staff; however, this list is not inclusive of all the Contractor Staff that may perform work effort on this project:

<b>Non-Key Personnel Role</b>	<b>Duties/Responsibilities</b>
<b>Contractor Salesforce Developers</b>	<ul style="list-style-type: none"> <li>● Develop the functionality desired in each Sprint</li> <li>● Cross-functional team inclusive of designers, developers, testers and business analysts</li> </ul>
<b>Contractor Business Analysts</b>	<ul style="list-style-type: none"> <li>● Elicit functional and technical requirements</li> <li>● Gap analysis</li> <li>● Meeting facilitation</li> <li>● Documenting user stories</li> <li>● Perform business and workflow analysis</li> <li>● Support impediment resolution upon escalation</li> <li>● Facilitate Agile ceremonies</li> <li>● Support Agile reporting (i.e. burndown charts)</li> </ul>
<b>Contractor Test Engineers</b>	<ul style="list-style-type: none"> <li>● Support test automation</li> <li>● Test the portal on various browsers and mobile devices</li> <li>● Conduct performance testing</li> </ul>

**6.2. On-Site Work Requirements:**

- *Location of Work:*
  - Tasks associated with this project by Contractor under this SOW will be performed remotely
- *Hours of Operation:*
  - Normal State working hours are 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, with work performed as necessary after those hours to meet project deadlines.
  - 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.

- The Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.
- *Travel:*
  - No travel or expenses will be reimbursed. This includes travel costs related to the training provided to the State by the Contractor.
  - Travel time will not be reimbursed.
- *Additional Security and Background Check Requirements:*
  - The Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

**7. STATE STAFF, ROLES, AND RESPONSIBILITIES:**

The State is responsible for providing the following limited resources for the Contractor’s use on this project:

- State ID for admittance into a State facility
- Access to State servers and enterprise resources (e.g. email)
- Access to printers
- Access to copiers and fax machine
- Access to conference rooms

The State reserves the right to suspend or revoke the Contractor’s access to State resources at any time. However, revoking access may impact the schedule.

The State project team will provide appropriate resources to the project to perform the tasks and activities described in this SOW. The State project team will consist of Executive Subject Matter Experts (SMEs), project support, and a DTMB and Agency Project Manager.

**7.1. Executive Steering Committee**

Responsible to provide overall strategic direction, resources, and decisions on a timely manner. Ultimately accountable for the successful outcome of the project.

- Serve as a focal point for the resolving escalated issues and risks not able to be resolved by the project leadership team
- Render strategic direction
- Provide support for the overall project, including necessary human and other resources
- Review and approve the use of budget dollars
- Communicate project issues and concerns to the project leadership team for resolution

Name	Agency/Division	Title
Nathan Buckwalter	DTMB	General Manager
As assigned by Nathan	DTMB	

**7.2. MDHHS Product Owner**

The MDHHS Product Owner provides the business knowledge to support discovery, development, prioritization, and release planning. The MDHHS Product Owner identifies the release schedule and themes to identify the priority and scope of the Product and Sprint backlogs and is responsible for providing the subject matter expertise to support User Story development, acceptance criteria, and prioritization.

Specifically, the PO:

- Ensures the items at the top of the product backlog meet the Definition of Ready before the start of each Sprint
- Is available to the team to answer any questions/discuss open items
- Identifies and prioritizes what needs to be built
- Prioritizes and continuously refines the product backlog and makes sure that the highest-priority work gets done first
- Facilitates the Sprint Review meeting and accepts/rejects User Stories completed by the Scrum Development team based on the Definition of Done
- Removes any MDHHS-specific impediments that prevent the team from making progress
- Communicates directly as a part of the Scrum Development Team by discussing vision/goals
- Required to attend Story mapping, review sessions, Sprint planning, Product Backlog refinement, Sprint review meetings, and other workshops identified
- Leads Product Backlog refinement
- Works as a part of the Scrum Development Team and coordinates with the business stakeholders

- Channels communications from all stakeholders and determines how to prioritize backlog based on the information that was provided

Name	Agency/Division	Title
Chontelle Williams	MDHHS	MDHHS Product Owner

### 7.3. DTMB Senior Leadership/ISA Technical Delivery Owner

DTMB primary stakeholder who supports the team and agency partner in achieving the project goals. The DTMB Senior Leadership/ISA Technical Delivery Owner has overall responsibility for the project.

#### Project Scope/Cost Management

- Review and resolve contractual issues
- Approving invoices for Contractor contracts
- Review and approve change controls that impact cost or schedule
- Project Quality Considerations
- Participates, as requested, in resolving non-compliance within the organization
- Functions as a highest-level escalation point for project-related issues
- Understands and supports the SUITE process

#### Project Communications Management

- Conducts status meetings and is the focal point for Executive client communications
- Serves as the DTMB project team representative for project priorities
- Communicates project-related matters within the DTMB organization
- Participates as DTMB escalation point
- project risk/Issue management
- Participates in periodic reviews of project-related risks, issues, and change controls according to the Project Communication Plan, to understand relative importance, and to ensure that risks are being handled and mitigation activities executed to avoid/reduce adverse impacts on achieving objectives
- Resolves/Participates in the resolution of escalated risks, as required

### 7.4. DTMB Technical Owner

The DTMB Technical Owner works directly with the Scrum Development Team providing the technical knowledge to support the project teams in planning and execution. The leader who has direct responsibility for achieving the business objectives and benefits of the project. This individual allocates team members to the work assigned by the agency partners utilizing the product backlog for prioritization.

- Resolve escalated project issues in a timely manner
- Review Project Management Plan, schedule, status, and issues
- Resolve escalated deviations from Project Management Plan
- Provide change control review and approval
- Ensure timely availability of State resource to resolve issues identified by the Project Manager
- Approve and sign-off on deliverables/milestones
- Approve timesheets and invoices
- Serves as the DTMB project team representative for project priorities

### 7.5. DTMB -Project Manager

DTMB Project Manager collaborates with all Contractor Project Managers to define schedules, control and adjusts all tasks and workloads of the project. The DTMB Project Manager collaborates with the Contractor Project Managers to manage and track project issues and risks and will make sure all Project commitments are met. The DTMB Project Manager communicates project status to all stakeholders.

- Coordinate acceptance and sign-off on deliverables/milestones
- Coordinate approval of Contractor invoices
- Review DTMB resource timesheets
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive every important project decisions
- Arrange, schedule, and facilitate State staff attendance at all project meetings



- Manages the planning process
- Manages overall project schedule
- Drives multiple releases/projects
- Facilitates Release planning and retrospective
- Provides access to tools and people
- Owns all action items for the project until he/she finds the right owner
- Owns reporting on project status, to all directions
- Coordinates other release support
- Responsible for risk assessment and mitigation
- Finds and works to remove roadblocks
- Facilitates communication between roles for every aspect of the project
- Responsible for keeping release/project information consolidated, organized, and up to date
- Drives the cross-functional team at all levels

Name	Agency/Division	Title	Supporting Role
Judy Odett	DTMB/AS/MDHHS/ Child Welfare & Child Support	Business Relationship Manager	Child Welfare ISA Technical Delivery Owner
Rick Manning	DTMB/AS/MDHHS/ Child Welfare & Child Support	State Administrative Manager	DTMB Technical Owner
Amanda Petteys	DTMB EPMO	Child Welfare ProjectProject Manager	DTMB Project Manager
Pete Eckman	DTMB/AS/MDHHS/ Child Welfare & Child Support	Solutions Architect	Child Welfare & Child Support Solutions Architect

The above list comprises State leads for the project and is not inclusive of all State staff performing work effort on this project.

## 8. ACCEPTANCE

### 8.1. Deliverable Acceptance Criteria

Documents are to be dated, and in electronic format, compatible with State software.

- Draft documents are not accepted as final deliverables.
- Rationally derived deliverables are subject to QA review and audit, and any instance of non-compliance shall be corrected or otherwise resolved by a work-around.
- Documents will be reviewed and accepted in accordance with the requirements of this SOW.

### 8.2. Deliverables

#### 8.2.1. Document Deliverables

- Documents are dated and in electronic format, compatible with the State of Michigan software.
- Any changes to requirements once they are approved will be captured in the change control document and the revised Work Requests.
- Draft documents are not accepted as final deliverables.
- DTMB and MDHHS will review artifacts identified as Deliverables and Reports under Section 1.301 of this SOW. Non-electronic approvals/acceptance will be either written and signed or approved/accepted by e-mail (based on approved Suite Deliverables Checklist for project), by the designated project ownership team (as designated in the Project Charter).
- Issues will be documented and submitted to the Contractor and resolved per Section 1.402 of the Contract.

#### 8.2.2. Software Deliverables

General software includes, but is not limited to, software product, development tools, support tools, data migration software, integration software, and installation software.

- Beta software is not accepted as a final deliverable.
- The software will be reviewed and accepted in accordance with the requirements of the contract,
- DHHS and DTMB will review software within a mutually agreed-upon timeframe for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery, and operation.
  - Approvals will be written and signed by both the DTMB Project Manager and Agency Project Manager.

- Unacceptable issues will be documented and submitted to the Contractor.
  - After issues are resolved or waived, the Contractor will resubmit software for approval within 30 days of receipt.
- Software is installed and configured, with assistance from DTMB, in an appropriate environment (e.g. development, conversion, SIT/QA testing, UAT testing, production, and training).
- Contingency plans, de-installation procedures, and software are provided by the Contractor and approved by both the DTMB Project Manager and Agency Project Manager (per contract block at the top of this SOW).
- Final acceptance of the software will depend on the successful completion of User Acceptance Testing (UAT).
- Testing will demonstrate the system's compliance with the requirements of the Contract. At a minimum, the testing will confirm the following:
  - Functional – capabilities of the system concerning the Release Themes (Functions and Features) described in the Contract.
  - Performance – the ability of the system to perform the workload throughput requirements. All problems should be completed satisfactorily within the allotted time frame based on the available capacity.
- Software source code, where applicable, is reviewed by DTMB within a mutually agreed-upon timeframe for readability, structure, and configuration management.
  - Approvals will be written and signed by both the DTMB Project Manager and Agency Product Owner.
  - Unacceptable issues will be documented and submitted to the Contractor.
  - After issues are resolved or waived, the Contractor will resubmit the source code for approval.
- The deliverable approval process outlined in the contract terms has been followed and met.
- The Contractor will work with DTMB Project Manager and DHHS Product Owner to prioritize the highest value features for development first and deliver functionality incrementally for testing and review. DHHS will execute core testing of each release of new functionality in no less than 5 days of availability in a test environment.

**9. COMPENSATION AND PAYMENT:**

**9.1. Method of Payment**

Payments to the Contractor for the CIDB development will be made on a capacity-based model payable “monthly” (as per the below table) upon acceptance of invoices validated against Clarity time reporting. Clarity will contain hours submitted by staff toward the schedule provided in Section 5 of this SOW.

Payment for the Structured Decision Making tool will be made on a fixed price deliverable model with a single payment totaling \$197,603.00, payable upon acceptance of the SDM tool.

<b>PAYMENT #</b>	<b>DURATION</b>	<b>TOTAL COST</b>
<b>1</b>	09/01/2020 to 09/30/2020	<b>\$222,599.00</b>
<b>2</b>	10/01/2020 to 10/31/2020	<b>\$222,599.00</b>
<b>3</b>	11/01/2020 to 11/30/2020	<b>\$222,599.00</b>
<b>4</b>	12/01/2020 to 12/31/2020	<b>\$222,599.00</b>
<b>5</b>	12/31/2020	<b>\$197,603.00</b>
		<b>\$1,087,999</b>

Any work effort outside of the Scope of this SOW will follow the Project Change Request approval process (Section 3.2.9)

DTMB will pay the Contractor upon receipt of properly completed invoices. Invoices must be submitted to the billing address on the State issued purchase order not more often than monthly. All invoices should reflect the actual hours by staff and by invoice date and must be approved by the DTMB Project Manager prior to payment. DTMB Accounts Payable area will coordinate obtaining approval from the DTMB Project Manager, which will be provided only upon the completion of each release and the deliverables outlined for the release. The invoices shall describe and document to the State's satisfaction and a description of the work performed and the progress of the project. All invoices must include the SOM issued purchase order number.

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

The contractor will be required to remit an Administrative Fee, per Section 1.604 of the Contract on all payments remitted under the Contract.

Extended purchasing project volume requirements are not included unless stated otherwise.

**9.2. Travel:**

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

**9.3. Out-of-Pocket Expenses:**

Contractor out-of-pocket expenses are not reimbursable by the State.

**10. APPENDIX – A (PROJECT TEAM)**

This Statement of Work addresses the possible features listed in Section 2.0 Scope of Work and Release Themes for prioritization and planning purposes based on the available capacity (mentioned below).

Site	Role	Role Summary	Name	Rate	Hours	Total Cost
Onsite	Project Director	Overall project executive oversight and contractual activities	Hariharan Murthy	\$190	89	\$16,910
Onsite	Project Manager	Project oversight and escalations.	Partha Mukhopadhyay	\$190	321	\$60,895
Onsite	Business Analyst	Develop and manage product backlog, functional requirements, and design, support user testing.	TBD	\$160	801	\$128,160
Onsite	HCD UI/UX Lead	Design and validate User Interfaces	Anoop Anand	\$160	158	<b>\$25,200</b>
Onsite	Integration Developer	Design, develop, and test integrations.	TBD	\$120	756	\$90,720
Onsite	Conversion Developer	Design, develop, and test data conversion.	TBD	\$120	756	\$90,720
Onsite	Scrum Team Tester	Conduct SIT and Support UAT	TBD	\$100	711	\$71,100
Offsite	Development Director	Overall project executive oversight of remote team	Anand Prithviraj	\$72	79	\$5,688
Offsite	Development Lead	Project oversight and escalations, technical guidance and issue resolution	Chandrasekhar Dannina	\$72	79	\$5,688

Offsite	Technical Lead	Salesforce architecture guidance, development team support and technical design guidance	TBD	\$65	356	\$23,108
Offsite	Architect	Manage all day to day developing and testing activities	TBD	\$53	356	\$18,842
Offsite	Scrum Team Lead	Scrum Leads supporting scrum teams	TBD	\$61	711	\$43,371
Offsite	Scrum Team Developer (SF)	Develop Salesforce Lightning-based screen	TBD	\$46	711	\$32,706
Offsite	Scrum Team Developer (SF)	Develop Salesforce Lightning-based screen	TBD	\$46	711	\$32,706
Offsite	Scrum Team Developer (SF)	Develop Salesforce Lightning-based screen	TBD	\$46	711	\$32,706
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Offsite	Scrum Team Developer (SF)	Develop Salesforce Lightning-based screen	TBD	\$46	711	\$32,706
Offsite	Scrum Team Developer (SF)	Develop Salesforce Lightning-based screen	TBD	\$46	711	\$32,706
Offsite	Scrum Team Tester	Conduct SIT	TBD	\$38	711	\$27,018
Offsite	Scrum Team Tester	Conduct SIT	TBD	\$38	711	\$27,018
Offsite	Scrum Team Tester	Conduct SIT	TBD	\$38	711	\$27,018
	<b>Total</b>				<b>12,281.00</b>	<b>\$890,397.00</b>



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **35**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Various	MDHHS
	Contract Administrator	Mecca Martin	DTMB
		517-230-5694	
		martinm42@michigan.gov	

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 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 checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		December 20, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$54,955,712.20	\$1,099,780.00	\$56,055,492.20		

**DESCRIPTION**

Effective 12/1/2020, this contract is exercising the 1 option year and is increased by \$1,099,780.00. The revised contract expiration date is 12/20/2021. The following amendment is hereby incorporated into the contract per the attached SOW. This change includes the production support services (including the implementation of minor enhancements based on user feedback) for the Mobile Investigator, Supervisory Control Protocol (SCP) Portal, Central Intake (CI) Portal, and Power BI Dashboards. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement.

Please note the following updates:  
 CN 30 \$1,519,689.00 was added to contract value; was not previously added  
 CN 32 (\$262,140.00) cost savings was not previously calculated

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov



MICHIGAN DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET  
IT SERVICES

CPS TECHNOLOGY SUITE MINOR RELEASE SUPPORT STATEMENT OF WORK

<b>PROJECT TITLE:</b> CPS Technology Suite Minor Release Support	<b>PERIOD OF COVERAGE:</b> October 1, 2020 – September 30, 2021
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management and Budget (DTMB) in support of MDHHS	<b>DATE:</b> September 16, 2020
<b>AGENCY PROJECT MANAGER:</b> Jordan Williams	<b>PHONE:</b> 231-492-3280
<b>DTMB PROJECT MANAGER:</b> Judy Odett	<b>PHONE:</b> 517-242-0122

**1. PROJECT IDENTIFICATION:**

**1.1. Project Request**

This Statement of Work (SOW) is created for Deloitte Consulting LLP (“Contractor”) to provide the production support services (including the implementation of minor enhancements based on user feedback) for the Mobile Investigator, Supervisory Control Protocol (SCP) Portal, Central Intake (CI) Portal, and Power BI Dashboards.

**1.2. Project Background**

CPS Tech Suite Minor Release Support will focus on maintenance and operational activities for the SCP Portal, CI Portal, Mobile Investigator, and Power BI Dashboards; and implementing minor enhancements to the applications based on user feedback, business needs, and policy and legal requirements. Prioritized requirements/ features, release plans, and staffing plans for each minor release will be determined based on the capacity and outcome from discovery sessions.

**2. SCOPE OF WORK:**

**2.1. Maintenance Activities (October 2020 – September 2021)**

- Required upgrades to maintain current functionality
- Periodic baseline data updates, such as to comply with policy changes
- Defect and Bug fixes
  - Implement code fixes and provide technical resolution of production issues and defects through Minor Releases
  - Deliver Minor Releases and support stabilization of Minor Releases
- Routine password changes
- Support quarterly Salesforce upgrades and make necessary technical fixes/changes to the SCP Portal and CI Portal

**2.2. Operations Activities (October 2020 – September 2021)**

- Monitoring of System Operations (SCP, CI Portal, CPS Mobile Application, and Power BI Reports)
  - Monitor overall system operations for above named systems
  - Monitor Salesforce exception/warning logs (functional/technical)
  - Monitor Salesforce batch jobs / async executions
  - Monitor Salesforce integration performance and logs (coordinate with integrating partners like HUB, MISACWIS, FileNet, etc., in case of any issues)
  - Monitor mobile logs (captured in Salesforce)
  - Monitor Power BI report refreshes and ETL jobs
- Provide Client Support
  - Produce Ad-hoc reports as requested
  - Provide functional/technical clarifications to client requests/ questions

- Provide other client support services as applicable
- Data export (or) reports on key metrics as requested by field staff, county offices, or business
- Perform Incident and Problem Management
  - Perform overall Incident Management activities
  - Support to Tier-1 on helpdesk incidents
  - Provide Tier-2 support on production incidents and triage production bugs and issues identified through communication with Tier-1
  - Identify valid bugs due to issues in integrating system, coordinate with integrating system for implementation and validation of the fix
- Perform Data Corrections/ Adjustments that the users are unable to
- Assess new project proposals, determine high-level ROM/ Estimate/ Schedule, brainstorm new ideas based on user/ client feedback and best practices

### **3. WORK AND DELIVERABLES:**

#### **3.1. Guiding Principles**

Both the State and the Contractor agree that the guiding principles for this effort are:

- ✓ Maximum transparency related to schedules, process, progress, measurement criteria, and metrics, risks, issues, status, and disposition
- ✓ Continuous monitoring of functional and technical progress and risk of the project by both parties by reviewing Agile metrics and providing project oversight
- ✓ A clear vision shared by all team members and stakeholders will guide the development efforts
- ✓ All attempts will be made to deliver the requirements within the approved budget
- ✓ Implemented functionality will be consistent with security accreditation requirements
- ✓ Implemented functionality will be consistent with the Americans with Disabilities Act (ADA) requirements
- ✓ Increments of functionality will be tested by both parties during a Release, as reflected in the Anticipated Timeline diagram in Section.5
- ✓ Increment of functionality that meets the documented acceptance criteria will be marked accepted
- ✓ Additional feedback will be added to the backlog as new features/stories
- ✓ A clear set of project and software development practices and standards agreed to by both parties will guide the development effort
- ✓ Timely and practical specifications of requirements through Epics, Features and User Stories, etc., whereby the State and the Contractor are actively responsible and involved in their definition
- ✓ Continuous, timely communication and timely engagement in case of emerging risks or issues
- ✓ An empowered MDHHS Product Owner (PO) and timely decision making
- ✓ Timely removal of barriers that could delay the release schedule or increase the cost.

The in-scope requirements are the result of the State's SOW preparation and planning activities (readiness) conducted by the requesting Agency and DTMB. The products (Product Vision and Product Release Roadmap) provide the foundation for prioritization and release planning based on the staffing capacity available for a given release.

#### **3.2. Minor Releases Support – Approach and Activities**

Hybrid Agile Methodology will be followed to deliver the solution. Activities are broken down below by distinct System Development Lifecycle (SDLC) phases:

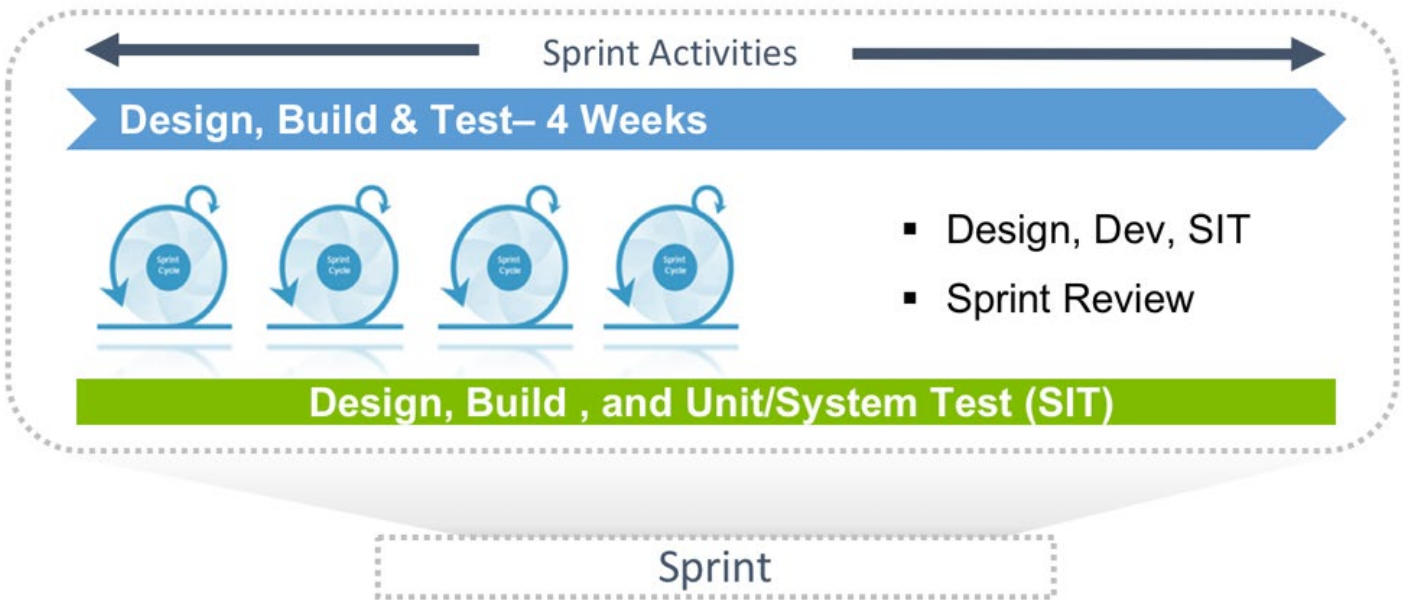
##### **3.2.1. Planning / Discovery**

- During the discovery phase of each minor release, the Contractor will work with the Product Owner to design or update stories to meet the Definition of Ready (DoR).
- The Contractor will also identify the list of solution-identified Production Bugs and Technical Tasks (for security enhancement, technical debt reduction, issues identified through Production Log Analysis, etc.) that could be scoped in the release.
- Once the user stories, bugs, and tasks are prioritized for a minor release, the Contractor will share the Release Schedule with the State Stakeholders (PO, PMO, TO, and UAT).
- The scope of the release will be driven by the capacity available to support the release.
- The State Stakeholders will review the release schedule and make any scope adjustments if necessary or confirm the final scope and schedule of a release.



### 3.2.2. Development / Sprint Cycles

- The Contractor shall take user stories scoped in the Sprint/ Release as appropriate that meet the DoR to build the Sprint/ Release Backlog for the release.
- Project teams will collaborate on the scope of the sprint (Sprint Backlog) during sprint planning:
  - Depending on the size of a release, sprints could be 1-4 calendar weeks in duration, and there could be one or more sprints for a release
  - Sprint planning occurs before the start of the sprint cycle
- At the beginning of each sprint, finalize the design for User Stories that are in scope,
- The Scrum Master will report any issues, risks, or impediments for successful completion of the sprint to the Product Owner and collaborate on a resolution
- Continue to develop User Stories during each Sprint cycle
- The development of user stories shall be done during the development period for each sprint
- The Contractor shall perform Quality Assurance Testing (QAT) of all user stories being developed



### 3.2.3. Testing Approach

- Testing of User Stories will be done in each sprint, so the Product Owner and SMEs will see working software early in the process.
- Security testing (if required) will be based on CheckMarx or a similar scanning tool identified by the State.
- The following table depicts the different testing types, execution phase, and responsible party for execution.

Test type	Execution phase	Responsibility
Functional testing	Each sprint/release	Contractor
System Integration Testing	Each sprint/release	Contractor
Integration Testing	As needed	Contractor, integration partners (MiLogin, MiSACWIS, HUB, FileNet, etc.)
User Acceptance Testing	Each sprint/release	State UAT Team
End to End Testing	As needed	State UAT Team
Security Testing	Each sprint/release	DTMB (MCS)
Accessibility Testing	Each sprint/release	Contractor, DTMB
Browser Compatibility Testing	Each sprint/release	Contractor, DTMB

### 3.2.4. User Acceptance Testing (UAT) and Production Deployment

- The Contractor will support User Acceptance Testing (UAT)
- Before a production release, support the UAT team with bug clarifications during their testing of production bugs
- Address outstanding bugs as prioritized by Product Owner

- Deployment Checklists will be updated as needed
- Conduct activities to get the software ready for deployment
- Support smoke testing post-production deployment

**4. KEY ACTIVITIES AND DELIVERABLES:**

The following provides key activities and deliverables for the Minor Release Support.

#	Key Activities	Deliverables
1	<b>Maintenance Activities</b> Required upgrades to maintain current functionality Periodic baseline data updates, such as to comply with policy changes Defect and Bug fixes Routine Application upgrades	SCP Portal / Mobile Investigator Minor Defect & Bug Fixes  Monthly Status Report and Agile Metrics (if applicable) – within 10 days after the month ends / release deployed
2	<b>Operations Activities</b> Monitoring of System Operations (SCP, CI Portal, CPS Mobile Application, and Power BI Reports) Provide Client Support Perform Incident and Problem Management Perform Data Corrections/ Adjustments that the users are unable to Assess new project proposals, determine high-level ROM/ Estimate/ Schedule, brainstorm new ideas based on user/ client feedback and best practices Support quarterly Salesforce upgrades and make necessary technical fixes/changes to the SCP Portal and CI Portal	Monthly Status Report and various Operational Metrics (as applicable) – within 10 days after the month ends / release deployed

**5. PROJECT TIMELINE:**



★ Tentative Minor/Upgrade Release Dates

The above timeline depicts the tentative go-live dates for Minor Releases (till September 2021). Based on the direction from the State, the staffing and timeline for any major releases will be determined.

## 6. PROJECT TEAM:

The Department and Deloitte Consulting will collaborate on promoting the success of the project. Joint project teams significantly increase the potential for project success by reducing communication barriers and improving the possibility that the findings of the project will be understood and accepted. Both Deloitte Consulting and the Department shall assign appropriate staff to the project based on the project need.

The rate card for Deloitte resources is included in Appendix A at the end of the document.

### Staffing Plan for Minor Releases Support

Location	Role	Staff Count
Onsite	Project Manager	0.25 FTE
Onsite	Salesforce Technical Lead	1 FTE
Onsite	Mobile App Developer	1 FTE
Onsite	Functional SME + Tester	1 FTE

\* FTE... Full-Time Employee

## 7. ASSUMPTIONS:

The following is a list of some of the project assumptions and expectations (the "Project Assumptions").

### 7.1. Project Management:

- The State will work with Deloitte Consulting to finalize the release schedule, inclusive of meetings, draft Deliverable target dates, review sprint cycles (if applicable), and sign-off milestones. Together, State and Deloitte Consulting will identify the State stakeholders for each session and define the working and acceptance criteria, and review cycle time as appropriate
- To make the most effective use of the budget, every effort will be made by the State and Deloitte Consulting to limit the number of deliverables
- Optional items can be added to the Product Backlog for Development/ Major Release Support. A formal Change Management processes (defined and agreed to in the Project Management Plan) will be utilized for any additional services that are not within the scope of this SOW
- The Contractor is not responsible for project delays or additional scope that results from other initiatives the State may have in progress
- Changes in priorities determined by the State that impact scope, schedule, and/or cost will be reviewed by the DTMB Project Manager and processed via the Change Control process (Section 3.2.9)
- The Contractor is not responsible for delays or additional costs associated with the unavailability of required State resources or delays in the delivery of State third party dependencies and/or services
- The Contractor will have no responsibility for the performance of other Contractors or Contractors engaged by State, or delays caused by them, in connection with the project even if the Contractor has been involved in recommending or selecting such Contractor or Contractors, or in the monitoring of their work

### 7.2. State / Department Staff:

- The State will provide appropriate resources to the project to perform various project tasks and activities
- The State will assist in identifying and facilitating meetings with appropriate stakeholders as needed
- The State will work with the application software vendors (like MiLogin, MiSACWIS, ISD, HUB, FileNet, etc.) to prioritize any activities for them to meet the project requirements and schedule
- It is important that both Deloitte Consulting and the State make a timely decision and resolve any action items in a timely manner
- The State shall procure the necessary Salesforce licenses, additional objects, or vendor support services as necessary to complete this project
- The State will perform the UAT activities and Deloitte Consulting will provide the necessary support to the State on UAT.

### 7.3. Agency/State Specific Standards

- MDHHS Integration Guide will be used as a reference during Sprint execution
- Salesforce code meets or exceeds 75% code coverage
- "CWTS" project in Azure DevOps will be leveraged to host the product backlog, bugs, test plan, repository, and automated deployments configuration.

**7.4. Technical:**

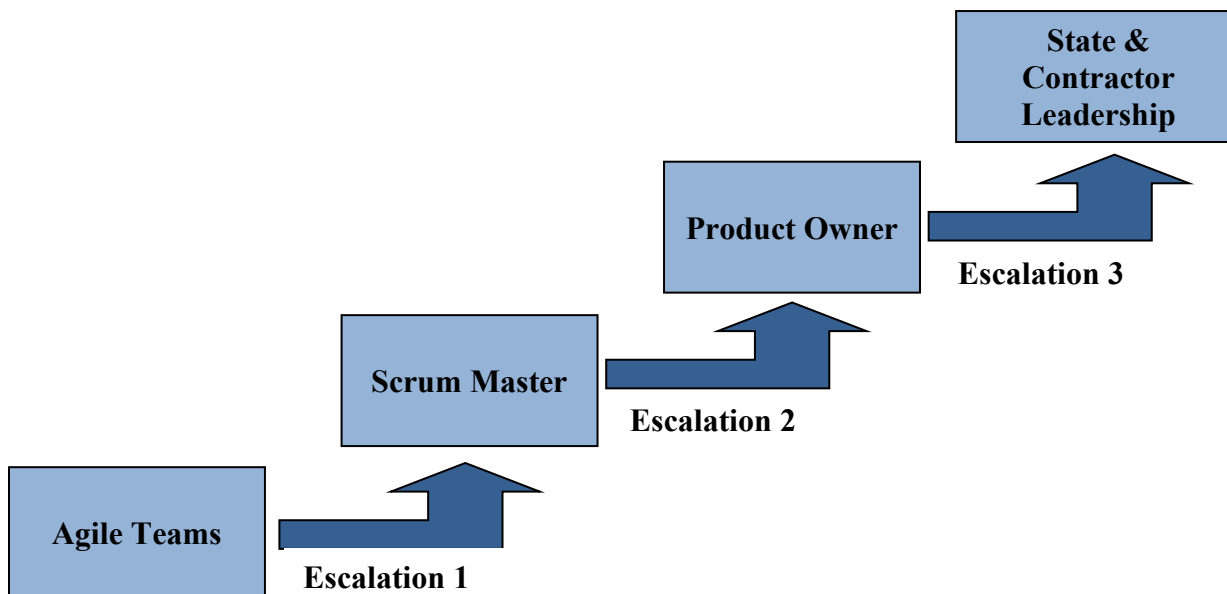
- Services for Integrated systems will be made available for Development & SIT/UAT Integrating systems will provide SIT and UAT testing environments in accordance with the project schedule
- ADA compliance of the CI Portal will be supported by Salesforce. ADA Testing cycle and ADA bug resolution for CI Portal is within the scope.
- The following browser, devices, and operating systems are supported by the State and are operational with the project:

Operating System	Browser	Version
Microsoft Windows Desktop	Google Chrome	Latest Version
	Mozilla Firefox	Latest Version
	Edge Chromium	Latest Version
iOS Phone	N/A	Version 7 and above

- SIT and UAT teams will be using the latest versions as released during the respective Test cycles
- Salesforce provided lightning framework will be used for building the SCP Portal enhancements.
- ADA compliance for Mobile Application will be supported by native accessibility features of iOS.
- Changes to the help and static content for the Mobile Investigator and SCP Portal will be provided by the State business team

**7.5. Escalation of Impediments:**

Timely escalation of impediments is critical to keep the project on track with the Sprint schedule. The project’s escalation process is outlined below:



**8. CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES:**

The Contractor will maintain a workforce adequate to accomplish Project Work in a timely manner. The Contractor guarantees that Key Personnel staff, identified below will perform the assigned work.

**8.1. Contractor Staff:**

Subject to the Contract terms, the Key Personnel identified by the Contractor to complete work in this SOW are:

Key Personnel Role	Duties/Responsibilities
<b>Project Manager</b>	<p>The Contractor Project Manager shall interact with designated personnel from the State to effectuate a smooth transition to the new system. The Project Manager will coordinate the activities of the Contractor personnel assigned to the project and will provide the necessary status update to the State. General responsibilities of the Contractor’s Project Manager’s responsibilities are:</p> <ul style="list-style-type: none"> <li>• Manage day-to-day project activities as described in this SOW</li> </ul>

	<ul style="list-style-type: none"> <li>• Manage project resources, work products, and deliverables</li> <li>• Provide status update to all the stakeholders</li> <li>• Serve as the point person for all project issues</li> <li>• Escalate project issues, project risks, and other concerns</li> <li>• Recommend options and alternatives for consideration</li> <li>• Manage project financials</li> </ul>
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The following roles are Non-Key Staff; however, this list is not inclusive of all the Contractor Staff that may perform work effort on this project:

Non-Key Personnel Role	Duties/Responsibilities
<b>Maintenance &amp; Operations Team</b>	<ul style="list-style-type: none"> <li>• Provide ongoing Production Maintenance and Operations support of SCP Portal, CI Portal, Mobile Investigator, and Power BI Dashboards, including Minor Release support and implementation of minor enhancements as prioritized by Product Owner</li> </ul>

**8.2. On-Site Work Requirements:**

- *Location of Work:*
  - Tasks associated with this project will be performed at the State in Lansing, Michigan and Contractor’s location(s), as required by the effort
- *Hours of Operation:*
  - 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.
  - 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.
  - The Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.
- *Travel:*
  - No travel or expenses will be reimbursed. This includes travel costs related to the training provided to the State by the Contractor.
  - Travel time will not be reimbursed.
- *Additional Security and Background Check Requirements:*
  - The Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.
  - Besides, proposed Contractor personnel will be required to complete and submit a RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by the project.
  - The Contractor will pay for all costs associated with ensuring their staff meets these security and background check requirements.

**9. STATE STAFF, ROLES, AND RESPONSIBILITIES:**

The State is responsible for providing the following limited resources for the Contractor’s use on this project:

- State ID for admittance into a State facility
- Access to State servers and enterprise resources (e.g. email)
- Access to printers
- Access to copiers and fax machine
- Access to conference rooms

The State reserves the right to suspend or revoke the Contractor’s access to State resources at any time. However, revoking access may impact the schedule.

The State project team will provide appropriate resources to the project to perform the tasks and activities described in this SOW. Some of the general activities are outlined below:

**9.1. Executive Steering Committee**

Responsible to provide overall strategic direction, resources, and decisions for the EFDS Program. Ultimately accountable for the successful outcome of the project.

- Serve as a focal point for the resolving escalated issues and risks not able to be resolved by the project leadership team
- Render strategic direction
- Provide support for the overall project, including necessary human and other resources
- Review and approve the use of budget dollars
- Communicate project issues and concerns to the project leadership team for resolution

Name	Agency/Division	Title
Nathan Buckwalter	DTMB	General Manager
As assigned by Nathan	DTMB	

**9.2. MDHHS Product Owner**

The MDHHS Product Owner provides the business knowledge to support discovery, development, prioritization, and release planning. The MDHHS Product Owner identifies the release schedule and themes to identify the priority and scope of the Product and Sprint backlogs and is responsible for providing the subject matter expertise to support User Story development, acceptance criteria, and prioritization.

Specifically, the PO:

- Ensures the items at the top of the product backlog meet the Definition of Ready before the start of each sprint
- Is available to the team to answer any questions/discuss open items
- Identifies and prioritizes what needs to be built
- Prioritizes and continuously refines the product backlog and makes sure that the highest-priority work gets done first
- Facilitates the Sprint Review meeting and accepts/rejects User Stories completed by the Scrum Development team based on the Definition of Done
- Removes any MDHHS-specific impediments that prevent the team from making progress
- Communicates directly as a part of the Scrum Development Team by discussing vision/goals
- Required to attend Story mapping, review sessions, Sprint planning, Product Backlog refinement, Sprint review meetings, and other workshops identified
- Leads Product Backlog refinement
- Works as a part of the Scrum Development Team and coordinates with the business stakeholders
- Channels communications from all stakeholders and determines how to prioritize backlog based on the information that was provided

Name	Agency/Division	Title
Jordan Carter	MDHHS	CPS Tech Suite Product Owner
Chontelle Williams	MDHHS	CI Portal Product Owner

**9.3. DTMB Senior Leadership/ISA Technical Delivery Owner**

DTMB primary stakeholder who supports the team and agency partner in achieving the project goals. The DTMB Senior Leadership/ISA Technical Delivery Owner has overall responsibility for the project.

**Project Scope/Cost Management**

- Review and resolve contractual issues
- Approving invoices for Contractor contracts
- Review and approve change controls that impact cost or schedule
- Project Quality Considerations
- Participates, as requested, in resolving non-compliance within the organization
- Functions as a highest-level escalation point for project-related issues
- Understands and supports the SUITE process

**Project Communications Management**

- Conducts status meetings and is the focal point for Executive client communications
- Serves as the DTMB project team representative for project priorities
- Communicates project-related matters within the DTMB organization
- Participates as DTMB escalation point
- project risk/Issue management

- Participates in periodic reviews of project-related risks, issues, and change controls according to the Project Communication Plan, to understand relative importance, and to ensure that risks are being handled and mitigation activities executed to avoid/reduce adverse impacts on achieving objectives
- Resolves/Participates in the resolution of escalated risks, as required

#### **9.4. DTMB Technical Owner**

The DTMB Technical Owner works directly with the Scrum Development Team providing the technical knowledge to support the project teams in planning and execution. The leader who has direct responsibility for achieving the business objectives and benefits of the project. This individual allocates team members to the work assigned by the agency partners utilizing the product backlog for prioritization.

- Resolve escalated project issues in a timely manner
- Review Project Management Plan, schedule, status, and issues
- Resolve escalated deviations from Project Management Plan
- Provide change control review and approval
- Ensure timely availability of State resource to resolve issues identified by the Project Manager
- Approve and sign-off on deliverables/milestones
- Approve timesheets and invoices
- Serves as the DTMB project team representative for project priorities

#### **9.5. DTMB -Project Manager**

DTMB Project Manager collaborates with all Contractor Project Managers to define schedules, control, and adjusts all tasks and workloads of the project. The DTMB Project Manager collaborates with the Contractor Project Managers to manage and track project issues and risks and will make sure all project commitments are met. The DTMB Project Manager communicates project status to all stakeholders.

- Coordinate acceptance and sign-off on deliverables/milestones
- Coordinate approval of Contractor invoices
- Review DTMB resource timesheets
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive every important project decision
- Arrange, schedule, and facilitate State staff attendance at all project meetings
- Manages the planning process
- Manages overall project schedule
- Drives multiple releases/projects
- Facilitates Release planning and retrospective
- Provides access to tools and people
- Owns all action items for the project until he/she finds the right owner
- Owns reporting on project status, to all directions
- Coordinates other release support
- Responsible for risk assessment and mitigation
- Finds and works to remove roadblocks
- Facilitates communication between roles for every aspect of the project
- Responsible for keeping release/project information consolidated, organized, and up to date
- Drives the cross-functional team at all levels

Name	Agency/Division	Title	Supporting Role
Judy Odett	DTMB/AS/MDHHS/ Child Welfare & Child Support	Business Relationship Manager	Child Welfare ISA Technical Delivery Owner
Rick Manning	DTMB/AS/MDHHS/ Child Welfare & Child Support	State Administrative Manager	DTMB Technical Owner
Amanda Petteys	DTMB EPMO	Child Welfare Project Manager	DTMB Project Manager
Pete Eckman	DTMB/AS/MDHHS/ Child Welfare & Child Support	Solutions Architect	Child Welfare & Child Support Solutions Architect

The above list comprises State leads for the project and is not inclusive of all State staff performing work effort on this project.

## 10. ACCEPTANCE:

### 10.1. Deliverable Acceptance Criteria

Documents are to be dated, and in electronic format, compatible with State software.

- Draft documents are not accepted as final deliverables.
- Rationally derived deliverables are subject to QA review and audit, and any instance of non-compliance shall be corrected or otherwise resolved by a work-around.
- Documents will be reviewed and accepted in accordance with the requirements of this SOW.

### 10.2. Deliverables

#### 10.2.1. Document Deliverables

- Documents are dated and in electronic format, compatible with the State of Michigan software.
- Any changes to requirements once they are approved will be captured in the change control document and the revised Work Requests.
- Draft documents are not accepted as final deliverables.
- DTMB and MDHHS will review artifacts identified as Deliverables and Reports under Section 1.301 of this SOW. Non-electronic approvals/acceptance will be either written and signed or approved/accepted by e-mail (based on approved Suite Deliverables Checklist for the project), by the designated project ownership team (as designated in the Project Charter).
- Issues will be documented and submitted to the Contractor and resolved per Section 1.402 of the Contract.

#### 10.2.2. Software Deliverables

General software includes, but is not limited to, software product, development tools, support tools, data migration software, integration software, and installation software.

- Beta software is not accepted as a final deliverable.
- The software will be reviewed and accepted in accordance with the requirements of the contract,
- DHHS and DTMB will review software within a mutually agreed-upon timeframe for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery, and operation.
  - Approvals will be written and signed by both the DTMB Project Manager and Agency Project Manager.
  - Unacceptable issues will be documented and submitted to the Contractor.
  - After issues are resolved or waived, the Contractor will resubmit software for approval within 30 days of receipt.
- Software is installed and configured, with assistance from DTMB, in an appropriate environment (e.g. development, conversion, SIT/QA testing, UAT testing, production, and training).
- Contingency plans, de-installation procedures, and software are provided by the Contractor and approved by both the DTMB Project Manager and Agency Project Manager (per contract block at the top of this SOW).
- Final acceptance of the software will depend on the successful completion of User Acceptance Testing (UAT).
- Testing will demonstrate the system's compliance with the requirements of the Contract. At a minimum, the testing will confirm the following:
  - Functional – capabilities of the system concerning the Release Themes (Functions and Features) described in the Contract.
  - Performance – the ability of the system to perform the workload throughput requirements. All problems should be completed satisfactorily within the allotted time frame based on the available capacity.
- Software source code, where applicable, is reviewed by DTMB within a mutually agreed-upon timeframe for readability, structure, and configuration management.



- Approvals will be written and signed by both the DTMB Project Manager and Agency Product Owner.
  - Unacceptable issues will be documented and submitted to the Contractor.
  - After issues are resolved or waived, the Contractor will resubmit the source code for approval.
- The deliverable approval process outlined in the contract terms has been followed and met.
- The Contractor will work with DTMB Project Manager and DHHS Product Owner to prioritize the highest value features for development first and deliver functionality incrementally for testing and review. DHHS will execute core testing of each release of new functionality in no less than 5 days of availability in a test environment.

**11. COMPENSATION AND PAYMENT:**

**11.1. Method of Payment**

Payments to the Contractor will be made on a capacity-based model payable “monthly” (as per the below table) upon acceptance of invoices validated against Clarity time reporting. Clarity will contain hours submitted by staff toward the schedule provided in Section 5 of this SOW.

SERVICE	DURATION	NUMBER OF MONTHS	TOTAL COST	MONTHLY COST
Monthly Maintenance Support	10/01/2020 – 09/30/2021	12	\$ 219,956	\$ 18,329.67
Monthly Operations Support	10/01/2020 – 09/30/2021	12	\$ 879,824	\$ 73,318.67

DTMB will pay the Contractor upon receipt of properly completed invoices. Invoices must be submitted to the billing address on the State issued purchase order not more often than monthly. All invoices should reflect the actual hours by staff and by invoice date and must be approved by the DTMB Project Manager prior to payment. DTMB Accounts Payable area will coordinate obtaining approval from the DTMB Project Manager, which will be provided only upon the completion of each release and the deliverables outlined for the release. The invoices shall describe and document to the State’s satisfaction and a description of the work performed and the progress of the project. All invoices must include the SOM issued purchase order number.

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

The Contractor will be required to remit an Administrative Fee, per Section 1.604 of the Contract on all payments remitted under the Contract.

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

**11.2. Travel:**

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

**11.3. Out-of-Pocket Expenses:**

Contractor out-of-pocket expenses are not reimbursable by the State.

## 12. APPENDIX – A (PROJECT TEAM)

This Statement of Work addresses the project scope for prioritization and planning purposes based on the available capacity (mentioned below).

Site	Role	Role Summary	Name	Rate	Hours	Total Cost
Onsite	Project Manager	Project oversight and escalations.	Partha Mukhopadhyay	\$190	502	\$95,380
Onsite	Technical Lead	Manage all day to day maintenance and operations activities. Salesforce architecture guidance, development team support, and technical design guidance.	John Wesley	\$170	2,232	\$379,440
Onsite	Business Analyst + Tester	Develop and manage product backlog, functional requirements, and design, support user testing. Monitor production logs and integrations for SCP Portal; Triage technical issues with external systems. Conduct SIT and Support UAT	Vinay Verma	\$160	2,232	\$357,120
Onsite	Mobile App Developer	Monitor production logs and integrations for Mobile App; Triage technical issues with external systems, fix critical issues in Mobile App	Anurag Jain	\$120	2,232	\$267,840
					<b>7,198</b>	<b>\$1,099,780</b>



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **34**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Jonathan Breems	MDHHS
		517-284-4047	
	BreemsJ@michigan.gov		
	Contract Administrator	Mecca Martin	DTMB
517-230-5694			
martinm42@michigan.gov			

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 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"/>		December 20, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$52,717,209.20	\$2,238,503.00	\$54,955,712.20		

**DESCRIPTION**

Effective 9/15/2020 this contract is hereby increased by \$2,238,503.00 for DHHS use and includes the following contract amendment per attached SOW. This change includes amending Contract Change Notice (CN) #29 with the following changes: •Change the DTMB Technical Owner. •Increase capacity by adding staff resources to the Integrated Service Delivery (ISD) Portal team (CN #29) necessary for ISD Salesforce Portal and AWS Service support (CN #31). •Include additional AWS Services Amending CN #31 section Project Pricing, #3 and #4 and documenting an estimated SOW Value. All other terms, conditions, specifications, and pricing remain the same. Per DTMB Contractor and Agency agreement, and Central Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov



MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT, & BUDGET  
IT SERVICES MDHHS INTEGRATED SERVICE DELIVERY (ISD) PORTAL IMPLEMENTATION  
STATEMENT OF WORK

<b>PROJECT TITLE:</b> Integrated Service Delivery (ISD) Portal – amend CCN#29	<b>PERIOD OF COVERAGE:</b> May 6, 2020 – December 20, 2020
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management, & Budget (DTMB) in support of MDHHS	<b>DATE:</b> August 26, 2020
<b>AGENCY PROJECT MANAGER:</b> Duane Kerkstra	<b>PHONE:</b> 248.660.0132
<b>DTMB PROJECT MANAGER:</b> Nathan Buckwalter	<b>PHONE:</b> 517-241-5498

**1.0 PROJECT IDENTIFICATION**

**1.10 PROJECT REQUEST**

This Statement of Work (SOW) is to amend Contract Change Notice (CCN) #29 with the following changes:

- Change the DTMB Technical Owner.
- Increase capacity by adding staff resources to the Integrated Service Delivery (ISD) Portal team (CCN #29) necessary for ISD Salesforce Portal and AWS Service support (CCN #31).
- Include additional AWS Services Amending CCN #31 section PROJECT PRICING, #3 and #4 and documenting an estimated SOW Value.

Increase the Contract value for costs associated with increased resource capacity and estimated usage of AWS Services.

All work performed supporting the Contract Tracing Application will be pursuant to the SOW as issued under CCN #29 of the existing Contract 071B5500113 (the “Contract”). All terms, conditions, and specifications contained in the existing Contract remains in full force and effect, except as noted in the following sections amending the CCN#29 SOW:

**2.10 IN SCOPE**

Additional resources align to same details outlined as bullets under paragraph 2 for the fixed capacity model. The fifth bullet is changed to reflect the increased cost:

- The CAP for this SOW will be **\$7,631,799.00** for staff resource support and **\$560,000.00** for AWS Services, to allow for flexibility for the MDHHS Product Owner’s needs.

**Section 5.10.5 DTMB Program Manager / ISD Program Manager**

The Technical Owner is changed to the following:

NAME	AGENCY/DIVISION	TITLE	SUPPORTING ROLE
Chris Rose	DTMB/AS/MDHHS/ Enterprise & Strategic Services	State Administrative Manager	DTMB Technical Owner

**Section 7.10 METHOD OF PAYMENT**

The cap for CCN#29 SOW is amended based on the increased demand for the capacity request in the revised Attachment A of this SOW. This reflects a SOW value increase of \$7,631,799.00 for staff resource support, and \$560,000.00 for AWS Services described here and within CCN31, for a **Total SOW Value of \$8,191,799.00**.

The below Table #1 represents total costs as amended for CCN29. Payment is based on total capacity for the eleven (11) month term of 1/21/20 – 12/20/20:

Table 1: Monthly Staff Resource cost:

<b>CCN #29 PAYMENT #</b>	<b>SERVICE DATE</b>	<b>AWS Resource Support COST (Included in the Monthly Cost)</b>	<b>MONTHLY COST</b>
1	01/21/20 – 02/20/20		\$541,209.00
2	02/21/20 – 03/20/20		\$541,209.00
3	03/21/20 – 04/20/20		\$541,209.00
4	04/21/20 – 05/20/20	\$39,360.00	\$618,466.00
5	05/21/20 – 06/20/20	\$78,720.00	\$701,648.00
6	06/21/20 – 07/20/20	\$78,720.00	\$701,648.00
7	07/21/20 – 08/20/20	\$78,720.00	\$701,648.00
8	08/21/20 – 09/20/20	\$198,263.00	\$821,191.00
9	09/21/20 – 10/20/20	\$198,263.00	\$821,191.00
10	10/21/20 – 11/20/20	\$198,262.00	\$821,190.00
11	11/21/20 – 12/20/20	\$198,262.00	\$821,190.00
<b>TOTAL RESOURCE SOW VALUE</b>			<b>\$7,631,799.00</b>

**CCN31 Project Pricing Section and Table for the AWS Service is amended** to provide an estimated SOW value for #3 and #4 and to include the following AWS Services below in Table 2 as additional AWS services and usage cost for Messaging solution and Video Conferencing.

3. **Recurring fees** are estimated to average \$50,000/month for variable usage costs with services beginning in May 2020. Total value for term of CCN31 and this Amendment are \$400,000.00. Total charges are estimated, and the State is under no obligation to utilize all; the State will pay invoices that reflect the actual usage cost.

4. **Managed Services:** AWS Cloud Managed Services monthly cost of \$20,000.00 remains the same to include support of the additional AWS Services beginning in May 2020. Total value for term of CCN31 and this Amendment is \$160,000.00

**TOTAL AWS SERVICE Estimated SOW VALUE: \$560,000.00**

Table 2: Additional AWS Services and Per Unit Cost:

AWS Service	Unit	Cost Per Unit
Amazon PinPoint	per outbound SMS per inbound SMS	\$0.00645 \$0.0075
Amazon PinPoint Email	Per 10000 emails	\$1.00
Amazon Lex	per 4,000 speech requests per 1,000 text requests	\$0.004 \$0.00075
Amazon DynamoDB	per million write request units per million read request units per GB-month after 25 GB free storage	\$1.25 \$0.25 \$0.25
Amazon Translation	per million characters	\$15.00
Amazon Chime SDK	per minute for each attendee	\$0.0017
AWS CloudWatch - GetMetricsData	per 1000 metrics using GetMetricsData	\$0.010000
AWS CloudWatch - PutEvents	per million EventBridge custom events received	\$1.000000
NatGateway	per hour	\$0.045000



## ATTACHMENT A

This Statement of Work increases the capacity made available in CCN #29 with additional resources added in rows 41 - 58.

N.	SITE	ROLE	NAME	TITLE	\$/H	HOURS	TOTAL
1	Onsite	ISD Project Director*	Hari Murthy	Project Manager	\$ 190	416	\$ 79,002
2	Onsite	Senior Manager	Partha Mukhopdhyay	Project Manager	\$ 190	416	\$ 79,002
3	Onsite	Project Manager*	Manoj Zutshi	Project Manager	\$ 190	2,079	\$ 395,010
4	Onsite	Business Analyst	Abby Lombard	Solution/Business Req lead	\$ 160	2,079	\$ 332,640
5	Onsite	Business Analyst	Joshua Norton	Solution/Business Req lead	\$ 160	2,079	\$ 332,640
6	Onsite	Visual Designer	Andi Black	Solution/Business Req lead	\$ 160	2,079	\$ 332,640
7	Onsite	Development Lead*	Himanshu Raichandani	Technical Lead	\$ 170	2,079	\$ 353,430
8	Onsite	Tester	Sumedh Deshpande	Tester	\$ 100	2,079	\$ 207,900
9	Onsite	Tester	Ketki Torgalkar	Tester	\$ 100	2,079	\$ 207,900
10	Onsite	Tester	Perumallu Korukonda	Tester	\$ 100	2,079	\$ 207,900
11	Onsite	Tester	Ashwini Gaikwad	Tester	\$ 100	2,079	\$ 207,900
12	Onsite	Tester	Pragnya	Tester	\$ 100	2,079	\$ 207,900
13	Onsite	Integration Developer	Sudipta Nayak	Programmer	\$ 120	2,079	\$ 249,480
14	Onsite	Integration Developer	Shon Shaji	Programmer	\$ 120	2,079	\$ 249,480
15	Onsite	Build Engineer	Samarnath Koganti	SFDC Configuration Analyst	\$ 130	2,079	\$ 270,270
16	Onsite	Translator (Arabic & Spanish)	Esther Mikhail	Programmer	\$ 120	2,079	\$ 249,480
17	Onsite	Prod Support Analyst	TBD - Danish Replacement	Programmer	\$ 120	1,827	\$ 219,240
18	Onsite	Archival / Reporting Analyst	Vandana Kumari	Programmer	\$ 120	2,079	\$ 249,480
19	Onsite	CRM Analyst	Dave Severino	Programmer	\$ 120	2,079	\$ 249,480
20	Onsite	CRM Analyst	Astha Jain	Programmer	\$ 120	1,827	\$ 219,240
21	Offshore	Development Director	Anand Prithviraj	Development Director	\$ 72	416	\$ 29,938
22	Offshore	Dev Lead	Chandrasekhar Dannina	Dev Lead	\$ 72	416	\$ 29,938
23	Offshore	Dev Architect*	Srivatsan Koviloor	Dev Architect	\$ 53	1,040	\$ 55,094
24	Offshore	Tech Lead*	Sukhesh Shetty	Tech Lead	\$ 65	1,040	\$ 67,568
25	Offshore	Scrum Lead*	Danish Ahmed	Development Lead	\$ 61	2,079	\$ 126,819
26	Offshore	Developer	Nilesh Durgiya	Programmer	\$ 46	2,079	\$ 95,634
27	Offshore	Developer	Niranjan Prakash	Programmer	\$ 46	2,079	\$ 95,634
28	Offshore	Developer	Samidha Halve	Programmer	\$ 46	2,079	\$ 95,634

29	Offshore	Developer	Hariharan Ramesh	Programmer	\$ 46	2,079	\$ 95,634
30	Offshore	Developer	Devashree Tidke	Programmer	\$ 46	2,079	\$ 95,634
31	Offshore	Developer	Sagar As	Programmer	\$ 46	2,079	\$ 95,634
32	Offshore	Developer	Aakriti Arya	Programmer	\$ 46	2,079	\$ 95,634
33	Offshore	Developer	Aneesh Vv	Programmer	\$ 46	2,079	\$ 95,634
34	Offshore	Integration Developer	Raja Paul	Integration Programmer	\$ 61	2,079	\$ 126,819
35	Offshore	Release Engineer	Deepak Nambardar	SFDC Configuration Analyst	\$ 49	2,079	\$ 101,871
36	Offshore	Tester	Rahul Gupta	Tester	\$ 38	2,079	\$ 79,002
37	Offshore	Tester	Cijoy Jose	Tester	\$ 38	2,079	\$ 79,002
38	Offshore	Tester	Rashmi Kumari	Tester	\$ 38	2,079	\$ 79,002
39	Offshore	Tester	Prajakta Parkale	Tester	\$ 38	2,079	\$ 79,002
40	Offshore	Reports Developer	Bhargava Vadlamudi	Power BI Programmer	\$ 46	2,079	\$ 95,634
				Total		73924	\$ 6,614,773
					10% Discount		\$ 661,474
					Total Collections		\$ 5,953,299
					Monthly Collections		\$ 541,209
<b>CCN29 Amendment Correction to Attachment A:</b>							
					10% Discount		\$ 661,477
					Total Collections		\$ 5,953,296
<b>CCN29 Amendment to include below additional resources:</b>							
<b>ISD Salesforce Portal Staff Resources</b>							
41	Onsite	Integration Developer	Subhas Atluri (6/15/2020)	SFDC Configuration Analyst	\$ 130	1,197	\$ 155,610
42	Onsite	Tester	Aida Marin-Nolazco (6/15/2020)	Tester	\$ 100	1,197	\$ 119,700
43	Offshore	SFDC Developer	Chiranth Aradhya (6/1/2020)	Programmer	\$ 46	1,287	\$ 59,202
44	Offshore	SFDC Developer	Shibabrata Debnath (6/1/2020)	Programmer	\$ 46	1,287	\$ 59,202
45	Offshore	SFDC Developer	Maha Vishnu	Programmer	\$ 46	1,287	\$ 59,202

			(6/1/2020)				
46	Offshore	SFDC Developer	Alfiya Mujahid Bohra (6/1/2020)	Programmer	\$ 46	1,287	\$ 59,202
47	Offshore	Tester	Manasa M (6/1/2020)	Tester	\$ 38	1,287	\$ 48,906
48	Offshore	Tester	Ashwija Dev (6/1/2020)	Tester	\$ 38	1,287	\$ 48,906
<b>Total ISD Portal</b>						10,116	\$ 609,930
<b>AWS Staff Resources</b>							
49	Onsite	AWS Architect*	Piyush Patel (05/06/2020)	AWS Architect	\$ 250	720	\$ 180,000
50	Onsite	AWS Config Specialist	Satish Pabba (05/06/2020)	AWS Developer	\$ 175	1,440	\$ 252,000
51	Offshore	AWS Config Specialist	Poulomi Kundu (05/06/2020)	AWS Developer	\$ 55	1,440	\$ 79,200
52	Offshore	AWS Config Specialist	Lepakshi Ganta (05/06/2020)	AWS Developer	\$ 55	1,440	\$ 79,200
53	Onsite	AWS Technical Lead	TBD (8/31/2020)	AWS Technical Lead	\$ 190	693	\$ 131,670
54	Onsite	AWS Business Analyst	TBD (8/31/2020)	AWS Solution/Business Req lead	\$ 160	693	\$ 110,880
55	Onsite	AWS Config Specialist	TBD (8/31/2020)	AWS Developer	\$ 175	693	\$ 121,275
56	Offshore	AWS Config Specialist	TBD (8/31/2020)	AWS Developer	\$ 55	693	\$ 38,115
57	Offshore	AWS Config Specialist	TBD (8/31/2020)	AWS Developer	\$ 55	693	\$ 38,115
58	Offshore	AWS Technical Tester	TBD (8/31/2020)	AWS Technical Tester	\$ 55	693	\$ 38,115
<b>Total AWS</b>						9,198	\$ 1,068,570
Total Increase for additional capacity							\$ 1,678,500
<b>Additional resources costs will be invoiced monthly at a fixed flat fee per above table under Section 7.10 METHOD OF PAYMENT and in accordance with CCN29 2.10 IN SCOPE</b>							

*\*Denotes Key Contractor Staff*



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **33**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Various	MDHHS
	Contract Administrator	Mecca Martin	DTMB
		517-230-5694	
		martinm42@michigan.gov	

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 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"/>		December 31, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$52,717,209.20	\$890,397.00	\$53,607,606.20		

**DESCRIPTION**

Effective 9/11/2020 this contract is hereby increased by \$890,397.00 for DHHS use. The following amendment is hereby incorporated into the contract per attached SOW. This change includes functional design, development, and testing services for the Centralized Intake Database Replacement (CIDR) project September 1, 2020 – December 31, 2020. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and Central Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov



MICHIGAN DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET  
IT SERVICES

CENTRALIZED INTAKE DATABASE REPLACEMENT  
STATEMENT OF WORK

<b>PROJECT TITLE:</b> Centralized Intake Database Replacement (CIDR)	<b>PERIOD OF COVERAGE:</b> September 1, 2020 – December 31, 2020
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management and Budget (DTMB) in support of MDHHS	<b>DATE:</b> September 1, 2020
<b>AGENCY PROJECT MANAGER:</b> Chontelle Williams	<b>PHONE:</b> 313-460-4642
<b>DTMB PROJECT MANAGER:</b> Judy Odett	<b>PHONE:</b> 517-242-0122

**1. PROJECT IDENTIFICATION:**

**1.1. Project Request:**

This Statement of Work (SOW) is created for Deloitte Consulting LLP (“Contractor”) to provide the services for functional design, development, and testing services for the Centralized Intake Database Replacement (CIDR) project.

**1.2. Project Background:**

Centralized Intake (CI) receives, reviews, and enters screening decisions for all complaints of adult and child abuse and neglect in the State of Michigan. The CI Access Databases used for call management are no longer supported by DTMB, nor Microsoft and have become unstable. These databases are used for routing complaints to available supervisors for the determination of the need for an investigation.

Centralized Intake Database Replacement (CIDR) project will focus on replacing the CI solution residing in Microsoft Access Database with Centralized Intake (CI) Portal in the Salesforce platform, and also implementing a workforce management solution for the Centralized Intake Unit.

**2. SCOPE OF WORK:**

**2.1. Centralized Intake Database Replacement (CIDR):**

The high-level scope for the Centralized Intake (CI) Portal is as follows:

- Intake data migration from MS Access Database
- Intake entry and manual routing

- Ability to record the intake (minimal information), enter comments and disposition
- Ability to select the supervisor manually and system notification for the supervisors about the assignment
- Ability to track scenarios like accept/link, accept/reassign, reject, reconsideration, etc.,
- Ability to manage the Staff list (workers, supervisors, admins, etc.,)
- Generate reports on the intakes recorded. Samples are mentioned below.
  - Intakes by “type” recorded (daily, weekly, monthly, etc.,)
  - Intakes by County
  - Intakes by Source (call, MORS, etc.,)
  - Intakes assigned to Tribes
- Data migration (from MS Access Database)
- Multi-channel Integration (include CTI)
- Systems Integration with MISACWIS and MIAIMS
- Customer Service Line
- Training & Other Functionalities
- Backup, Purging and Data Warehouse integration

## **2.2. Out of Scope Requirements (for this SOW)**

Below are the other modules which will be implemented/configured in the Workforce Management solution of the NICE inContact product. The implementation/configuration will be owned by the NICE inContact team and coordinated by the State.

- Scheduling
- Agent Assignment and Routing
- Staff Productivity
- Workload Forecasting
- Analytics-Driven Performance Management

Below are the requirements which will be deemed out-of-scope as per the initial discussions with the State.

- Asset Management and Control
- Employee Emergency Contact Information

## **3. IMPLEMENTATION APPROACH**

### **3.1. Guiding Principles:**

Both the State and the Contractor agree that the guiding principles for this effort are:

- ✓ Maximum transparency related to schedules, process, progress, measurement criteria, and metrics, risks, issues, status, and disposition
- ✓ Continuous monitoring of functional and technical progress and risk of the project by both parties by reviewing Agile metrics and providing project oversight
- ✓ A clear vision shared by all team members and stakeholders will guide the development efforts
- ✓ All attempts will be made to deliver the requirements within the approved budget
- ✓ Implemented functionality will be consistent with security accreditation requirements

- ✓ Implemented functionality will be consistent with Americans with Disabilities Act (ADA) requirements
- ✓ Increments of functionality will be tested by both parties during a Sprint and Release, as reflected in the Anticipated Timeline diagram in Section.5
- ✓ Increments of functionality that meets the documented acceptance criteria will be marked accepted
- ✓ Additional feedback will be added to the backlog as new features/stories
- ✓ A clear set of project and software development practices and standards agreed to by both parties will guide the development effort
- ✓ Timely and practical specifications of requirements through Epics, Features and User Stories, etc., whereby the State and the Contractor are actively responsible and involved in their definition
- ✓ Continuous timely communication and timely engagement in case of emerging risks or issues
- ✓ An empowered MDHHS Product Owner (PO) and timely decision making
- ✓ Timely removal of barriers that could delay the release schedule or increase cost.

The in-scope requirements are the result of the State’s SOW preparation and planning activities (readiness) conducted by the requesting Agency and DTMB. The products (Product Vision and Product Release Roadmap) provide the foundation for prioritization and release planning based on the staffing capacity available for a given release.

## **3.2. SOM Standard Sprint Activities**

### **3.2.1. Sprint Planning**

Sprint planning activities reflect the work associated with the formalization of what user stories will be realized per Sprint in a release.

- Product Owner and Scrum Development Team agree on what will be built in the Sprint
- Effort hours are added for each user story selected
- Sprint backlog agreed upon based on the effort to capacity alignment

The focus of each Sprint can be on the realization of release/themes, technical debt, or remediating post release bugs or defects. Technical debt reduction focuses on the improvement of product/solution reliability, performance, operability, security, compatibility, maintainability, and/or transferability.

### **3.2.2. Sprint Execution**

The State utilizes the basic Scrum process during execution. The heart of an Agile development approach is the rapid iterative nature of the execution cycles – Sprints. Each Sprint starts with a Sprint planning meeting on the first day of the Sprint. Multiple Sprints may be grouped to form a Release. Sprint execution activities reflect the work associated with the programming, scripting, activating, configuring, customizing, debugging, and daily progress information of user stories and other application artifacts, as agreed to in Sprint planning. To execute properly, all parties must embrace the approach and meet their commitments.

- Every single execution Sprint should deliver a completed (coded, unit tested, integration tested, and acceptance tested) piece of functionality.
- Sprint execution will also include unit, system, regression tested sprints, and end-user testing of each user story’s deliverables to verify that all deliverables meet acceptance criteria set out in each user story.
- Technical debt reduction (not to be confused with defects) is considered a normal pattern in Agile frameworks. Every effort should be made to reduce technical debt as it is incurred by adding technical stories to the backlog and working with the Product Owner to address the technical stories



in future Sprints. If technical debt accumulates to an effort large enough to fill an entire Sprint, the Contractor Project Manager, DTMB Project Manager, and Product Owner should collaborate on a solution to reduce the technical debt.

- Additionally, during each Sprint, user stories are further detailed in the Product Backlog by elaboration (refined, split, sized, complete acceptance criteria) to provide sufficient user stories that meet the Definition of Ready for upcoming Sprints.

### **3.2.3. Scrum Stand-Up Meeting**

Scrum Development Team meets daily (<15 minutes) for team-level collaboration:

- What has been accomplished since the last Scrum (stand-up)
- What will be accomplished before the next daily scrum
- What is impeding progress

### **3.2.4. Scrum-of-Scrums Stand-Up Meeting**

Scrum of Scrum daily (<15 minutes) for project level collaboration:

- Team scrum masters report completions, next steps, and impediments on behalf of the teams they represent
- Resolution of impediments is expected to focus on the challenges of coordination between the teams; solutions may entail agreeing to interfaces between teams, negotiating responsibility boundaries, etc.
- The Scrum of Scrum will track these items via a backlog of its own, where each item contributes to improving between-team coordination
- Updates or creation of application features to highlight and manage the interface dependencies

### **3.2.5. Sprint Review**

On the last day of the Sprint, (based on availability) the Scrum Development Team meets with the Product Owner and any invested stakeholders to:

- Review/Demonstrate all work completed (to Definition of Done)
- Product Owner signals acceptance of the user story
- Obtain feedback on possible product improvements from the MDHHS Product Owner and other stakeholders

### **3.2.6. Sprint Retrospective**

At the end of a Sprint, and before the next Sprint planning meeting, (5-day window) the Scrum Development Team meets to review their processes, delivery, and challenges during the previous Sprint to determine:

- What was done well and should continue to be practiced
- What didn't go well and should be improved
- What actions will be taken in the next Sprint to improve outcomes

### **3.2.7. Sprint Acceptance Testing (during Sprint cycle)**

Multiple times during a Sprint, the functionality (code, etc.) developed as part of the Sprint added to satisfy a user story will be released into an environment where the Product Owner, or designee, will review Sprint acceptance testing (unit and system testing) results, testing of the user story is based on the documented

acceptance criteria of each user story and the user story test scenarios detailed by the State BA, Contractor BA, or Product Owner (or a combination of any of those roles).

All defects identified during Sprint acceptance testing must be triaged before the end of the Sprint unless a circumstance prevents this and is agreed upon by all parties. If remediation, and retest, is not possible before the end of the Sprint, the user story will not be presented at the Sprint review/demo or marked accepted (does not contribute to that Sprint's velocity). It will be moved to the release or the product backlog for defect remediation. Only when the user story can be accepted by the Product Owner can credit for completion (velocity) be accrued.

### **3.2.8. User Acceptance Testing**

During the Sprint Review, user stories that are marked “Done” by the Product Owner will be considered available for the next UAT Build. When the Product Owner deems that a sufficient product is available, the date for the next Release UAT will be finalized. All Critical and High Defects must be remediated before authorization of payment for that Release by the Executive Sponsors. Medium and low severity defects found during Release UAT will be added to the Product Backlog, marked as a defect, and prioritized by the Product Owner for remediation in upcoming Sprints.

### **3.2.9. Change Control Process (Handling Scope Change)**

An Agile approach to product development and delivery is, by its nature, fluid, evolving, and undergoing constant elaboration and refinement. The methodology embraces change based on value and feedback from users and subject matter experts. To provide a mechanism for managing the evolution of the details of what is being built and to accommodate input on usability from subject matter experts, story elaborations and additions are handled in one of several methods.

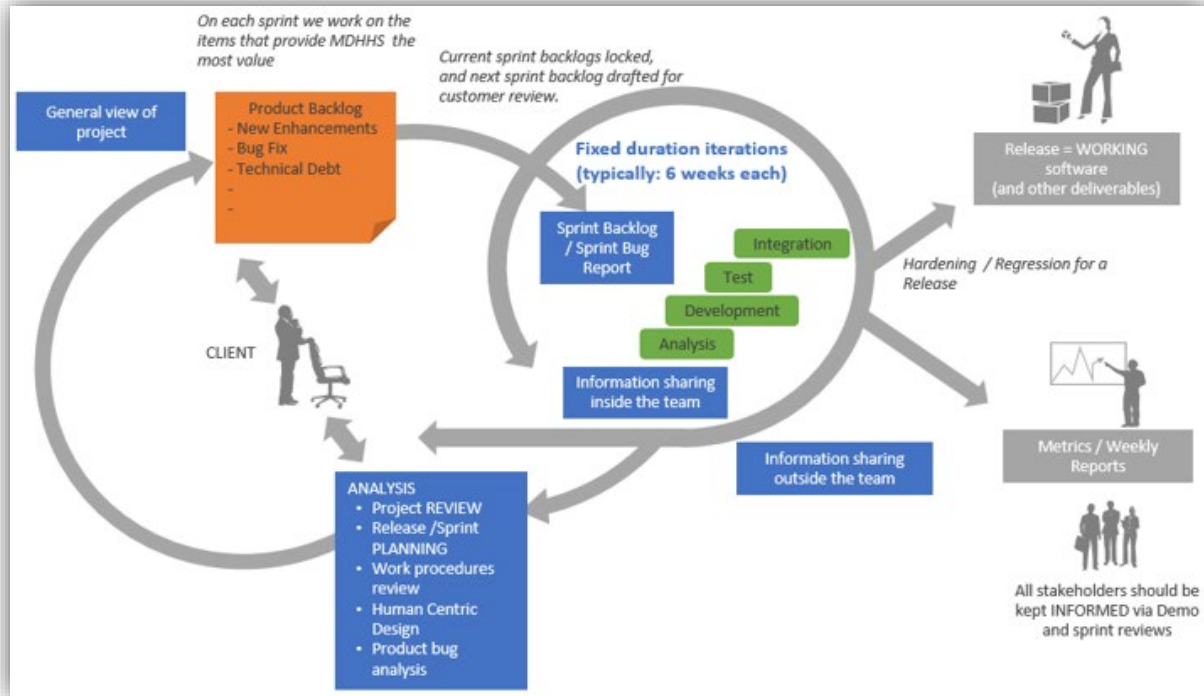
Epics, Features, and User Stories of equal relative size can be “exchanged” (one deleted and the other added) without formal change documentation. A note should be made in the backlog item as to what was substituted. The state should be set to “Removed” by the Product Owner so the history is available for audit purposes.

User Stories found through the standard elaboration of an epic/feature, which was part of the original scope or when the scope is deemed to be larger than originally anticipated, the first course of action should be an exchange.

Optional items can be added to the Product Backlog that was not included in the original Release Theme list. The “Created Date” can be used for audit purposes to show they were not in the original scope. A formal change management processes (defined and agreed to in the Project Management Plan) will be utilized when epics, features, and user stories affect the overall budget, the number of releases needed to deliver the required scope, or final delivery date specifically:

- ✓ Clearly outside the scope of the project and must be included in the product delivery
- ✓ The addition results in the need for more time or budget or both
- ✓ Zero dollar change notice to the contract will be used to exchange themes no longer needed from the SOW, with items identified after the project initiation phase.
- ✓ Formal changes (more budget and time) collectively over the life of the project will not exceed 10% of the original estimate without submitting the remaining work to rebid

### 3.3. SOM Agile Methodology



#### 3.3.1. Discovery

- Story mapping will be leveraged to elicit user stories that will provide a visual representation to track the journey of the user experiences
- Document and log User Stories into the product backlog in Azure DevOps.
- The Scrum Development Team shall support the PO in prioritizing User Stories in the product backlog and allocate User Stories among the Sprint for each major Release
- Design out stories for the development sprint to meet the Definition of Ready (DoR)
- Provide functional and technical support for the interpretation of integration User Stories to requirements as part of the SEM 402 development process for integrations, as necessary

#### 3.3.2. Sprint Cycles

- The Scrum Development Team shall take User Stories from the product backlog that meet the DoR to build the Sprint backlog
- Determine and finalize the scope of the Sprint (Sprint Backlog) during Sprint planning.
- The duration of the sprints will be decided after discussions with the Product Owner and Technical Owner.
- SOM Standard Sprint Activities (explained in this section) will be followed for every sprint.
- The scrum master must report any issues, risks, or impediments for successful completion of the Sprint to the PO and collaborate on a resolution
- User Story design and documentation must be completed before the start of the sprint for a user story to be eligible for inclusion in that sprint. The User Stories that are in-scope at the start of that Sprint, based on the artifacts provided with the DoR for each User Story in consultation with State
- Continue to develop User Stories during each Sprint cycle for inclusion in future sprints
- The development and User Story testing shall be done during each development period

### 3.3.3. Testing Approach

- Testing of User Stories will be done in each Sprint so the Product Owner and SMEs will see working software early in the process
- Security testing (if required) will be based on CheckMarx or similar scanning tool identified by the State
- The following table depicts the different testing types, execution phase, and responsible party for execution.

Test type	Execution phase	Responsibility
Functional testing	Each sprint	Contractor
System Integration Testing	Each sprint	Contractor
Integration Testing	As needed	Contractor, integration partners (MiLogin, MiSACWIS, MIAIMS, HUB, FileNet, etc.)
User Acceptance Testing	Each sprint	State UAT Team
End to End Testing	As needed	State UAT Team
Security Testing	Each sprint	DTMB (MCS)
Accessibility Testing	Each sprint	Contractor, DTMB
Browser Compatibility Testing	Each sprint	Contractor, DTMB, State UAT Team

### 3.3.4. Deployment

- The contractor will support User Acceptance Testing (UAT)
- Before a production release, support UAT team with bug clarifications during their testing of production bugs
- Address outstanding bugs as prioritized by Product Owner
- Deployment Checklists will be updated as needed
- Conduct activities to get the software ready for deployment
- Support smoke testing post-production deployment

## 4. PROJECT TIMELINE

	Sep-20					Oct-20				Nov-20				Dec-20				
	9/1	9/7	9/14	9/21	9/28	10/5	10/12	10/19	10/26	11/2	11/9	11/16	11/23	11/30	12/7	12/14	12/21	12/28
Discovery	[Gantt bar: Sep 1-7]																	
Design	[Gantt bar: Sep 14-21 (Sprint 1), Sep 28-Oct 5 (Sprint 2), Oct 12-19 (Sprint 3)]																	
Sprint (Build + Testing)	[Gantt bar: Sep 28-Oct 5 (Sprint 1), Oct 12-19 (Sprint 2), Nov 6-13 (Sprint 3)]																	
Data Conversion (Build + Testing)	[Gantt bar: Oct 12-19]																	
Hardening & Regression	[Gantt bar: Nov 20-27]																	
UAT	[Gantt bar: Oct 19-26, Nov 13-20, Dec 7-14]																	
Go-Live	[Gantt bar: Dec 21-28]																	

Requirements will be delivered through the individual sprints, the allocation of each requirement to the sprint will be done during the Discovery phase, and respective Sprint Planning. The above timeline will be revisited and confirmed at the end of the Discovery phase.

## 5. ASSUMPTIONS

The following is a list of some of the project assumptions and expectations (the "Project Assumptions").

### 5.1. Project Scope

- Contractor shall work in close collaboration with the State business units and technology teams and other Contractors engaged in the project
- The State and Contractor team will follow the approved product vision and release roadmap
- The scope for any given Sprint is reflected in the sprint backlog, which is established during Sprint planning of each Sprint based on PO defined priorities, in alignment with team velocity
- Any changes to the scope of existing User Stories or creating new User Stories will be addressed via the established change control process (Section 3.2.9).
- The ROM for the following Sprint will be provided during the current Sprint

### 5.2. Capacity Model

- This SOW follows a capacity-based model in which the Contractor will provide a fixed number of staff (capacity) towards this project (mentioned in Appendix – A).
- At Department’s discretion, CPS KTLO resources will be made available to assist on any of the project activities as needed at no additional cost to the State.
- A standard workweek of 45 hours is used for the Capacity Model.
- DTMB Supporting MDHHS will use the available staffing capacity for prioritization and release planning for a given release.
- Due to the nature of IT business within the State, this capacity may require adjustment (Increase or Decrease). The BRM will submit a written (paper or email) request for this considered modification. The Contractor carries the responsibility to provide feedback within 72 hours from the time that the notice of modification was submitted to the Contractor.
- Any adjustments to the current staffing list will be requested with a 30-day lead time.
- All adjustments are expected for the start of the next sprint. In the case of an increase, if a qualified resource is not available, the Contractor shall communicate the earliest start date.

- At the end of the discovery phase, the Contract will validate and confirm the State of any changes to the proposed capacity.

### **5.3. Project Management:**

- The State will work with Deloitte Consulting to finalize the release schedule, inclusive of meetings, draft Deliverable target dates, review sprint cycles if applicable, and sign-off milestones. Together, State and Deloitte Consulting will identify the State stakeholders for each session and define the working and acceptance criteria and review cycle time as appropriate
- To make the most effective use of the budget, every effort will be made by the State and Deloitte Consulting to limit the number of deliverables
- Optional items can be added to the Product Backlog for Development/ Major Release Support. A formal Change Management processes (defined and agreed to in the Project Management Plan) will be utilized for any additional services that are not within the scope of this SOW
- The Contractor is not responsible for project delays or additional scope that may result from any other initiatives or new projects being prioritized by the Department that may have a direct or indirect impact on this project
- Changes in priorities determined by the State that impact scope, schedule and/or cost will be reviewed by the DTMB Project Manager and processed via Change Control process (Section 3.2.9)
- The Contractor is not responsible for delays or additional costs associated with the unavailability of required State resources or delays in the delivery of State third party dependencies and/or services
- The Contractor will have no responsibility for the performance of other Contractors or Contractors engaged by State, or delays caused by them, in connection with the project even if Contractor has been involved in recommending or selecting such Contractor or Contractors, or in the monitoring of their work

### **5.4. State / Department Staff:**

- The State will provide appropriate resources to the project to perform various project tasks and activities
- The State will assist in identifying and facilitating meetings with appropriate stakeholders as needed
- The State will work with the application software vendors (like MiLogin, MiSACWIS, MIAIMS, HUB, FileNet, etc.,) to prioritize any activities for them to meet the project requirements and schedule
- The staff supporting integrating systems are expected to participate in designing integrations during the discovery Sprint
- It is important that both Deloitte Consulting and the State make a timely decision and resolve any action items in a timely manner
- The State shall procure the necessary Salesforce licenses, additional objects or vendor support services as necessary to complete this project
- The State will perform the UAT activities and Deloitte Consulting will provide the necessary support to the State on UAT.

### **5.5. Agency/State Specific Standards**

- MDHHS Integration Guide will be used as a reference during Sprint execution
- Salesforce code meets or exceeds 75% code coverage
- “CWTS” project in Azure DevOps will be leveraged to host the product backlog, bugs, test plan, repository, and automated deployments configuration.

## 5.6. Technical

- Integration design with external systems for related User Stories are expected to be completed by the end of the discovery phase of respective Release
- The services for integrated systems must be available in the development and test environments during the Sprints for validation
- ADA compliance of the CI Portal will be supported by Salesforce. ADA Testing cycle and ADA bug resolution for CI Portal is within the scope.
- The following browser, devices, and operating systems are supported by the State and are operational with the CI Portal:

Operating System	Browser	Version
Microsoft Windows Desktop	Google Chrome	Latest Version
	Mozilla Firefox	Latest Version
	Edge Chromium	Latest Version

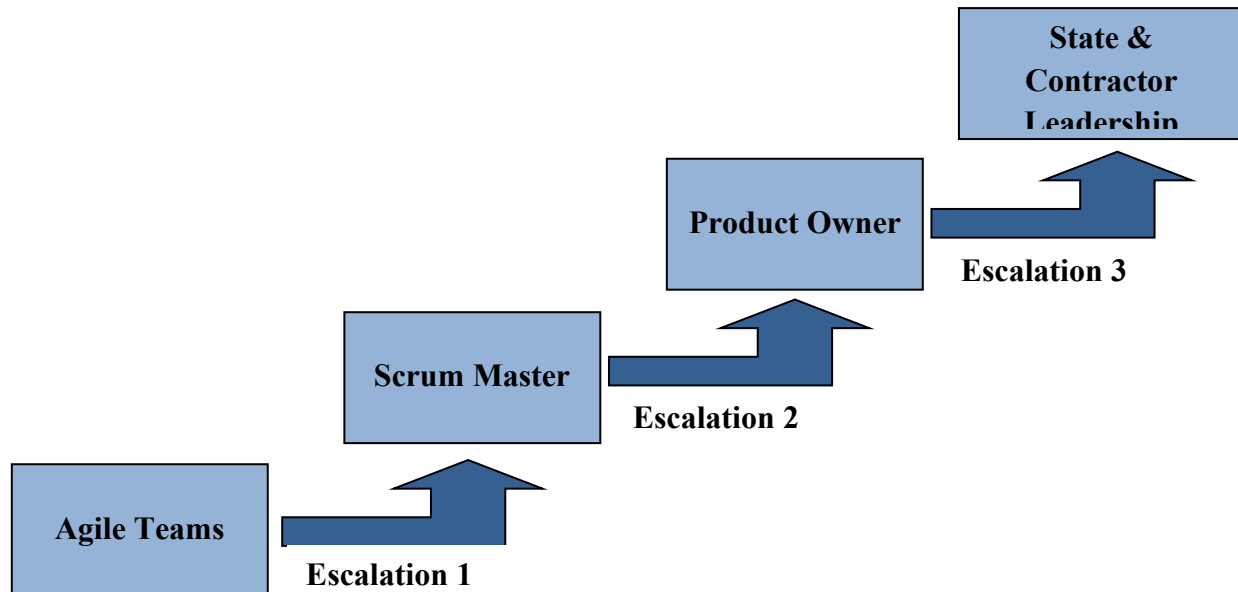
- SIT/QAT and UAT teams will be using the latest versions of the browsers as released during the respective test cycles
- The Contractor will have no responsibility for the performance of any third-party software or hardware
- Support for SSP, as necessary

## 5.7. Workforce Management Module

- The workforce management related part of the project scope (as identified in Section 2.1) will be implemented using the NICE inContact product (recommended by State).
- The State will engage the required resources from the NICE inContact product team for the Discovery and JAD sessions
- The implementation (or) configuration of the product as per the business requirements will be owned by the NICE inContact product team

## 5.8. Escalation of Impediments:

Timely escalation of impediments is critical to keep the project on track with the Sprint schedule. The project's escalation process is outlined below:



**6. CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES:**

The Contractor will maintain a workforce adequate to accomplish Project Work in a timely manner.

**6.1. Contractor Staff:**

Role	Duties/Responsibilities
<b>Contractor Program Director</b>	<ul style="list-style-type: none"> <li>• Collaborate with the DTMB Technical Delivery Owner on the following:               <ul style="list-style-type: none"> <li>○ Support the management of the Contract</li> <li>○ Facilitate dispute resolution for the Contractor</li> <li>○ Advise the State of performance under the terms and conditions of the Contract</li> <li>○ Support the execution of the CI Portal</li> <li>○ Manage all defined Contractor responsibilities in this SOW for CI Portal</li> <li>○ Support impediment resolution upon escalation</li> </ul> </li> </ul>
<b>Contractor Project Manager</b>	<ul style="list-style-type: none"> <li>• Collaborate with the DTMB Project Manager and DTMB Technical Owner in the delivery of the following:               <ul style="list-style-type: none"> <li>○ Guide impacted teams to adhere to all State processes</li> <li>○ Project issue resolution and escalation</li> <li>○ Day-to-day project activities of the project team</li> <li>○ Assess and report project feedback and status</li> <li>○ Escalate project issues, project risks, and other concerns</li> <li>○ Support impediment resolution upon escalation</li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>○ Escalate unresolved impediments to Contractor Program Director, DTMB Senior Leadership and DTMB Technical Owner</li> <li>○ Review all project deliverables and provide feedback</li> <li>○ Proactively propose/suggest options and alternatives for consideration</li> <li>○ Manage change control process</li> <li>○ Support to DTMB EP MO in preparation of the project SEM/SUITE documents and materials</li> <li>○ Manage and report on the project financials</li> <li>● Manage Contractor’s sub-Contractors, if any</li> </ul>
<b>Salesforce Architect</b>	<ul style="list-style-type: none"> <li>● Collaborate with the DTMB Solutions Architect on the following: <ul style="list-style-type: none"> <li>○ Support for Salesforce technical architecture and governance</li> <li>○ Provide Dev Ops guidance to the delivery team</li> <li>○ Advises on Salesforce integration patterns</li> <li>○ Advises on Salesforce security standards</li> <li>○ Advises on Salesforce data storage policies</li> </ul> </li> </ul>
<b>Development Lead/Scrum Master</b>	<ul style="list-style-type: none"> <li>● Collaborates with the Product Owner to ensure Product Roadmap, Release Themes, Backlog Grooming, and User Story acceptance are completed as expected for each scheduled release</li> <li>● Manage Contractor development staff to deliver software for each Sprint</li> <li>● Responsible for delivering software that meets the requirements mentioned in User Stories</li> <li>● Support impediment resolution and escalate to the Project Manager, DTMB Project Manager, and DTMB Technical Owner</li> </ul>
<b>Scrum Development Team</b>	<ul style="list-style-type: none"> <li>● Comprised of State Business Analysts, Functional Product Owners, Team-Level Scrum Master, Contractor Test Engineers, State Acceptance Testers, Contractor Salesforce Developers, and Contractor Business Analysts are responsible for the following: <ul style="list-style-type: none"> <li>○ Complete Sprint Planning</li> <li>○ Complete User Story Creation, including Acceptance Criteria</li> <li>○ Create Definition of Done</li> <li>○ Create User Story level estimates</li> <li>○ Create High-Level ROM estimates</li> <li>○ Create the Sprint backlog</li> <li>○ Populate the Product backlog</li> <li>○ Prioritize the Sprint backlog</li> <li>○ Review development efforts against the User Stories</li> <li>○ Document bugs</li> <li>○ Identify impediments</li> <li>○ Communicate impediments at daily stand up</li> <li>○ Participate in Sprint retrospective</li> <li>○ Participate in Sprint Demos</li> </ul> </li> </ul>

The following roles are Non-Key Staff; however, this list is not inclusive of all the Contractor Staff that may perform work effort on this project:

Non-Key Personnel Role	Duties/Responsibilities
<b>Contractor Salesforce Developers</b>	<ul style="list-style-type: none"> <li>• Develop the functionality desired in each Sprint</li> <li>• Cross-functional team inclusive of designers, developers, testers and business analysts</li> </ul>
<b>Contractor Business Analysts</b>	<ul style="list-style-type: none"> <li>• Elicit functional and technical requirements</li> <li>• Gap analysis</li> <li>• Meeting facilitation</li> <li>• Documenting user stories</li> <li>• Perform business and workflow analysis</li> <li>• Support impediment resolution upon escalation</li> <li>• Facilitate Agile ceremonies</li> <li>• Support Agile reporting (i.e. burndown charts)</li> </ul>
<b>Contractor Test Engineers</b>	<ul style="list-style-type: none"> <li>• Support test automation</li> <li>• Test the portal on various browsers and mobile devices</li> <li>• Conduct performance testing</li> </ul>

**6.2. On-Site Work Requirements:**

- *Location of Work:*
  - Tasks associated with this project by Contractor under this SOW will be performed remotely
- *Hours of Operation:*
  - Normal State working hours are 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, with work performed as necessary after those hours to meet project deadlines.
  - 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.
  - The Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.
- *Travel:*
  - No travel or expenses will be reimbursed. This includes travel costs related to the training provided to the State by the Contractor.
  - Travel time will not be reimbursed.
- *Additional Security and Background Check Requirements:*
  - The Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

**7. STATE STAFF, ROLES, AND RESPONSIBILITIES:**

The State is responsible for providing the following limited resources for the Contractor’s use on this project:

- State ID for admittance into a State facility
- Access to State servers and enterprise resources (e.g. email)
- Access to printers
- Access to copiers and fax machine
- Access to conference rooms

The State reserves the right to suspend or revoke the Contractor’s access to State resources at any time. However, revoking access may impact the schedule.

The State project team will provide appropriate resources to the project to perform the tasks and activities described in this SOW. The State project team will consist of Executive Subject Matter Experts (SMEs), project support, and a DTMB and Agency Project Manager.

### 7.1. Executive Steering Committee

Responsible to provide overall strategic direction, resources, and decisions on a timely manner. Ultimately accountable for the successful outcome of the project.

- Serve as a focal point for the resolving escalated issues and risks not able to be resolved by the project leadership team
- Render strategic direction
- Provide support for the overall project, including necessary human and other resources
- Review and approve the use of budget dollars
- Communicate project issues and concerns to the project leadership team for resolution

Name	Agency/Division	Title
Nathan Buckwalter	DTMB	General Manager
As assigned by Nathan	DTMB	

### 7.2. MDHHS Product Owner

The MDHHS Product Owner provides the business knowledge to support discovery, development, prioritization, and release planning. The MDHHS Product Owner identifies the release schedule and themes to identify the priority and scope of the Product and Sprint backlogs and is responsible for providing the subject matter expertise to support User Story development, acceptance criteria, and prioritization.

Specifically, the PO:

- Ensures the items at the top of the product backlog meet the Definition of Ready before the start of each Sprint
- Is available to the team to answer any questions/discuss open items
- Identifies and prioritizes what needs to be built
- Prioritizes and continuously refines the product backlog and makes sure that the highest-priority work gets done first
- Facilitates the Sprint Review meeting and accepts/rejects User Stories completed by the Scrum Development team based on the Definition of Done
- Removes any MDHHS-specific impediments that prevent the team from making progress

- Communicates directly as a part of the Scrum Development Team by discussing vision/goals
- Required to attend Story mapping, review sessions, Sprint planning, Product Backlog refinement, Sprint review meetings, and other workshops identified
- Leads Product Backlog refinement
- Works as a part of the Scrum Development Team and coordinates with the business stakeholders
- Channels communications from all stakeholders and determines how to prioritize backlog based on the information that was provided

Name	Agency/Division	Title
Chontelle Williams	MDHHS	MDHHS Product Owner

### 7.3. DTMB Senior Leadership/ISA Technical Delivery Owner

DTMB primary stakeholder who supports the team and agency partner in achieving the project goals. The DTMB Senior Leadership/ISA Technical Delivery Owner has overall responsibility for the project.

#### Project Scope/Cost Management

- Review and resolve contractual issues
- Approving invoices for Contractor contracts
- Review and approve change controls that impact cost or schedule
- Project Quality Considerations
- Participates, as requested, in resolving non-compliance within the organization
- Functions as a highest-level escalation point for project-related issues
- Understands and supports the SUITE process

#### Project Communications Management

- Conducts status meetings and is the focal point for Executive client communications
- Serves as the DTMB project team representative for project priorities
- Communicates project-related matters within the DTMB organization
- Participates as DTMB escalation point
- project risk/Issue management
- Participates in periodic reviews of project-related risks, issues, and change controls according to the Project Communication Plan, to understand relative importance, and to ensure that risks are being handled and mitigation activities executed to avoid/reduce adverse impacts on achieving objectives
- Resolves/Participates in the resolution of escalated risks, as required

### 7.4. DTMB Technical Owner

The DTMB Technical Owner works directly with the Scrum Development Team providing the technical knowledge to support the project teams in planning and execution. The leader who has direct responsibility for achieving the business objectives and benefits of the project. This individual allocates team members to the work assigned by the agency partners utilizing the product backlog for prioritization.

- Resolve escalated project issues in a timely manner
- Review Project Management Plan, schedule, status, and issues
- Resolve escalated deviations from Project Management Plan
- Provide change control review and approval

- Ensure timely availability of State resource to resolve issues identified by the Project Manager
- Approve and sign-off on deliverables/milestones
- Approve timesheets and invoices
- Serves as the DTMB project team representative for project priorities

**7.5. DTMB -Project Manager**

DTMB Project Manager collaborates with all Contractor Project Managers to define schedules, control and adjusts all tasks and workloads of the project. The DTMB Project Manager collaborates with the Contractor Project Managers to manage and track project issues and risks and will make sure all Project commitments are met. The DTMB Project Manager communicates project status to all stakeholders.

- Coordinate acceptance and sign-off on deliverables/milestones
- Coordinate approval of Contractor invoices
- Review DTMB resource timesheets
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive every important project decisions
- Arrange, schedule, and facilitate State staff attendance at all project meetings
- Manages the planning process
- Manages overall project schedule
- Drives multiple releases/projects
- Facilitates Release planning and retrospective
- Provides access to tools and people
- Owns all action items for the project until he/she finds the right owner
- Owns reporting on project status, to all directions
- Coordinates other release support
- Responsible for risk assessment and mitigation
- Finds and works to remove roadblocks
- Facilitates communication between roles for every aspect of the project
- Responsible for keeping release/project information consolidated, organized, and up to date
- Drives the cross-functional team at all levels

<b>Name</b>	<b>Agency/Division</b>	<b>Title</b>	<b>Supporting Role</b>
Judy Odett	DTMB/AS/MDHHS/ Child Welfare & Child Support	Business Relationship Manager	Child Welfare ISA Technical Delivery Owner
Rick Manning	DTMB/AS/MDHHS/ Child Welfare & Child Support	State Administrative Manager	DTMB Technical Owner

Amanda Petteys	DTMB EPMO	Child Welfare Project Project Manager	DTMB Project Manager
Pete Eckman	DTMB/AS/MDHHS/ Child Welfare & Child Support	Solutions Architect	Child Welfare & Child Support Solutions Architect

The above list comprises State leads for the project and is not inclusive of all State staff performing work effort on this project.

## **8. ACCEPTANCE**

### **8.1. Deliverable Acceptance Criteria**

Documents are to be dated, and in electronic format, compatible with State software.

- Draft documents are not accepted as final deliverables.
- Rationally derived deliverables are subject to QA review and audit, and any instance of non-compliance shall be corrected or otherwise resolved by a work-around.
- Documents will be reviewed and accepted in accordance with the requirements of this SOW.

### **8.2. Deliverables**

#### **8.2.1. Document Deliverables**

- Documents are dated and in electronic format, compatible with the State of Michigan software.
- Any changes to requirements once they are approved will be captured in the change control document and the revised Work Requests.
- Draft documents are not accepted as final deliverables.
- DTMB and MDHHS will review artifacts identified as Deliverables and Reports under Section 1.301 of this SOW. Non-electronic approvals/acceptance will be either written and signed or approved/accepted by e-mail (based on approved Suite Deliverables Checklist for project), by the designated project ownership team (as designated in the Project Charter).
- Issues will be documented and submitted to the Contractor and resolved per Section 1.402 of the Contract.

#### **8.2.2. Software Deliverables**

General software includes, but is not limited to, software product, development tools, support tools, data migration software, integration software, and installation software.

- Beta software is not accepted as a final deliverable.
- The software will be reviewed and accepted in accordance with the requirements of the contract,
- DHHS and DTMB will review software within a mutually agreed-upon timeframe for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery, and operation.
  - Approvals will be written and signed by both the DTMB Project Manager and Agency Project Manager.
  - Unacceptable issues will be documented and submitted to the Contractor.
  - After issues are resolved or waived, the Contractor will resubmit software for approval within 30 days of receipt.

- Software is installed and configured, with assistance from DTMB, in an appropriate environment (e.g. development, conversion, SIT/QA testing, UAT testing, production, and training).
- Contingency plans, de-installation procedures, and software are provided by the Contractor and approved by both the DTMB Project Manager and Agency Project Manager (per contract block at the top of this SOW).
- Final acceptance of the software will depend on the successful completion of User Acceptance Testing (UAT).
- Testing will demonstrate the system’s compliance with the requirements of the Contract. At a minimum, the testing will confirm the following:
  - Functional – capabilities of the system concerning the Release Themes (Functions and Features) described in the Contract.
  - Performance – the ability of the system to perform the workload throughput requirements. All problems should be completed satisfactorily within the allotted time frame based on the available capacity.
- Software source code, where applicable, is reviewed by DTMB within a mutually agreed-upon timeframe for readability, structure, and configuration management.
  - Approvals will be written and signed by both the DTMB Project Manager and Agency Product Owner.
  - Unacceptable issues will be documented and submitted to the Contractor.
  - After issues are resolved or waived, the Contractor will resubmit the source code for approval.
- The deliverable approval process outlined in the contract terms has been followed and met.
- The Contractor will work with DTMB Project Manager and DHHS Product Owner to prioritize the highest value features for development first and deliver functionality incrementally for testing and review. DHHS will execute core testing of each release of new functionality in no less than 5 days of availability in a test environment.

## **9. COMPENSATION AND PAYMENT:**

### **9.1. Method of Payment**

Payments to the Contractor will be made on a capacity-based model payable “monthly” (as per the below table) upon acceptance of invoices validated against Clarity time reporting. Clarity will contain hours submitted by staff toward the schedule provided in Section 5 of this SOW.

<b>PAYMENT #</b>	<b>DURATION</b>	<b>TOTAL COST</b>
<b>1</b>	09/01/2020 to 09/30/2020	<b>\$222,599.00</b>
<b>2</b>	10/01/2020 to 10/31/2020	<b>\$222,599.00</b>
<b>3</b>	11/01/2020 to 11/30/2020	<b>\$222,599.00</b>
<b>4</b>	12/01/2020 to 12/31/2020	<b>\$222,599.00</b>
		<b>\$890,397.00</b>

Any work effort outside of the Scope of this SOW will follow the Project Change Request approval process (Section 3.2.9)

DTMB will pay the Contractor upon receipt of properly completed invoices. Invoices must be submitted to the billing address on the State issued purchase order not more often than monthly. All invoices should reflect the actual hours by staff and by invoice date and must be approved by the DTMB Project Manager prior to payment. DTMB Accounts Payable area will coordinate obtaining approval from the DTMB Project Manager, which will be provided only upon the completion of each release and the deliverables outlined for the release. The invoices shall describe and document to the State’s satisfaction and a description of the work performed and the progress of the project. All invoices must include the SOM issued purchase order number.

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

The contractor will be required to remit an Administrative Fee, per Section 1.604 of the Contract on all payments remitted under the Contract.

Extended purchasing project volume requirements are not included unless stated otherwise.

**9.2. Travel:**

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

**9.3. Out-of-Pocket Expenses:**

Contractor out-of-pocket expenses are not reimbursable by the State.

**10. APPENDIX – A (PROJECT TEAM)**

This Statement of Work addresses the possible features listed in Section 2.0 Scope of Work and Release Themes for prioritization and planning purposes based on the available capacity (mentioned below).

Site	Role	Role Summary	Name	Rate	Hours	Total Cost
Onsite	Project Director	Overall project executive oversight and contractual activities	Hariharan Murthy	\$190	89	\$16,910
Onsite	Project Manager	Project oversight and escalations.	Partha Mukhopadhyay	\$190	321	\$60,895
Onsite	Business Analyst	Develop and manage product backlog,	TBD	\$160	801	\$128,160



		functional requirements, and design, support user testing.				
Onsite	HCD UI/UX Lead	Design and validate User Interfaces	Anoop Anand	\$160	158	<b>\$25,200</b>
Onsite	Integration Developer	Design, develop, and test integrations.	TBD	\$120	756	\$90,720
Onsite	Conversion Developer	Design, develop, and test data conversion.	TBD	\$120	756	\$90,720
Onsite	Scrum Team Tester	Conduct SIT and Support UAT	TBD	\$100	711	\$71,100
Offsite	Development Director	Overall project executive oversight of remote team	Anand Prithviraj	\$72	79	\$5,688
Offsite	Development Lead	Project oversight and escalations, technical guidance and issue resolution	Chandrasekhar Dannina	\$72	79	\$5,688
Offsite	Technical Lead	Salesforce architecture guidance, development team support and technical design guidance	TBD	\$65	356	\$23,108
Offsite	Architect	Manage all day to day developing and testing activities	TBD	\$53	356	\$18,842
Offsite	Scrum Team Lead	Scrum Leads supporting scrum teams	TBD	\$61	711	\$43,371
Offsite	Scrum Team Developer (SF)	Develop Salesforce Lightning-based screen	TBD	\$46	711	\$32,706
Offsite	Scrum Team Developer (SF)	Develop Salesforce	TBD	\$46	711	\$32,706

		Lightning-based screen				
Offsite	Scrum Team Developer (SF)	Develop Salesforce Lightning-based screen	TBD	\$46	711	\$32,706
Offsite	Scrum Team Developer (SF)	Develop Salesforce Lightning-based screen	TBD	\$46	711	\$32,706
Offsite	Scrum Team Developer (SF)	Develop Salesforce Lightning-based screen	TBD	\$46	711	\$32,706
Offsite	Scrum Team Developer (SF)	Develop Salesforce Lightning-based screen	TBD	\$46	711	\$32,706
Offsite	Scrum Team Developer (SF)	Develop Salesforce Lightning-based screen	TBD	\$46	711	\$32,706
Offsite	Scrum Team Tester	Conduct SIT	TBD	\$38	711	\$27,018
Offsite	Scrum Team Tester	Conduct SIT	TBD	\$38	711	\$27,018
Offsite	Scrum Team Tester	Conduct SIT	TBD	\$38	711	\$27,018
	<b>Total</b>				<b>12,281</b>	<b>\$890,397</b>



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **32**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	Program Manager	Jonathan Breems	MDHHS
		517-284-4047	
	BreemsJ@michigan.gov		
	Contract Administrator	Mecca Martin	DTMB
517-230-5694			
martinm42@michigan.gov			

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 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"/>		December 20, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$52,717,209.20	\$0.00	\$52,717,209.20		

**DESCRIPTION**

Effective 6/11/2020 this contract is hereby amended to stop work on all planned Major Development Releases & Support for the Supervisory Control Protocol (SCP) Portal & Mobile App starting on 6/01/ 2020. The Minor Releases for production work support will continue through 9/30/2020 as stated in the original statement of work on CN 30. By stopping all Major Releases & Support from 6/01/2020 to 9/30/2020 there will be a monthly savings of \$65,535.00 for a total savings of \$262,140.00. 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**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **31**  
 to  
 Contract Number **071B5500113**

<b>CONTRACTOR</b>	DELOITTE CONSULTING LLP
	200 Renaissance Center , Suite 3900
	Detroit, MI 48243
	Hariharan Murthy
	646-300-4550
	hamurthy@deloitte.com
	CV0001354

<b>STATE</b>	<b>Program Manager</b>	Jonathan Breems	MDHHS
		517-284-4047	
		BreemsJ@michigan.gov	
	<b>Contract Administrator</b>	Mecca Martin	DTMB
		517-230-5694	
		martinm42@michigan.gov	

**CONTRACT SUMMARY**

**CASE MANAGEMENT SYSTEM - SALESFORCE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 13, 2015	July 12, 2020	5 - 1 Year	December 20, 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"/>		December 20, 2020

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$52,717,209.20	\$0.00	\$52,717,209.20

**DESCRIPTION**

Effective 5/6/2020 the following amendment is hereby incorporated into the contract per attached SOW at no additional charge starting 4/29/2020 ending on 12/20/2020. This Change includes a Hybrid Agile methodology to design, develop, test, and implement the Contact Tracing Application Phase-1 for Michigan Department of Health and Human Services. Updated terms and conditions for Intellectual Property Rights and Amazon Cloud Managed Services have been incorporated per the attached SOW. All other terms, conditions, specifications, and pricing remain the same. Per agency request and Central Procurement Services agreement, and state AD Board notification of emergency purchase on 6/9/2020.

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Jonathan Breems	517-284-4047	BreemsJ@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov



MICHIGAN DEPARTMENT OF TECHNOLOGY  
MANAGEMENT AND BUDGET  
IT SERVICES

MDHHS CONTACT TRACING SOLUTION IMPLEMENTATION STATEMENT OF WORK

<b>PROJECT TITLE:</b> Contract Tracing Application	<b>PERIOD OF COVERAGE:</b> April 29, 2020 – Dec 20, 2020
<b>REQUESTING DEPARTMENT:</b> Michigan Department of Technology, Management and Budget (DTMB) in support of MDHHS	<b>DATE:</b> May 2, 2020
<b>AGENCY PROJECT MANAGER:</b> Kim Koppsch-Woods	<b>PHONE:</b> 517-243-8786
<b>DTMB PROJECT MANAGER:</b> Nathan Buckwalter	<b>PHONE:</b> 517-241-5498

**Project Request**

This Statement of Work (SOW) is created for Deloitte Consulting LLP (“Contractor” or “we”) to provide design, development, testing, and implementation of the Contact Tracing Application Phase-1 to the State of Michigan (the “State”).

All work performed will be pursuant to this SOW and to the Terms and Conditions of the existing Contract 071B5500113 (the “Contract”). All terms, conditions, and specifications contained in the existing Contract remain in full force and effect. This SOW includes additional terms for the Amazon Cloud Managed Services scope required to complete this project. Any additional terms contained within this SOW will not govern any Services performed under the Contract that are outside of this SOW.

We have documented our understanding as follows:

- Contractor’s Understanding of the State’s Objectives
- Project Scope and Approach
  - Solution Overview
  - Assumptions
  - Out of Scope
- Project Timeline
- Project Team
- Contractor Staff, Roles, And Responsibilities
- State Staff, Roles, And Responsibilities
- Project Pricing

- Additional Terms and Conditions

### **CONTRACTOR’S UNDERSTANDING OF YOUR OBJECTIVES**

The purpose of the Contact Tracing Solution – Phase 1 is to provide the Michigan Department of Health and Human Services (MDHHS) a solution (the “Contact Tracing Solution”) that allows public health and volunteer staff to complete daily follow up with low-risk contacts and allow contacts to self-report and send the daily collected data to the State’s Outbreak Management System (OMS).

### **PROJECT SCOPE AND APPROACH**

The following functionality is planned to be implemented as part of this SOW:

- Daily Bulk upload for Contacts from OMS (Initial and Incremental Update)
- Contact monitoring outcome updates OMS based on defined business rules
- Manual Monitoring
  - Volunteer login
  - Call Initiation by Volunteers
  - View Monitoring Page and Capture Responses
  - Symptom/ Risk Flag Determination
- Automated Monitoring
  - Determine Population for Automated Monitoring
  - One-way SMS functionality using Amazon Pinpoint
  - Enable and Configure Text Feature and Build Survey Link
  - Rerouting from Automated to Manual Monitoring
  - Build Text Reminders on No Response (4 times/ day)
  - Automatic intelligent email/text feature based on call/survey results
  - Web-based form for contacts to complete a survey if opted in for automatic monitoring
- Enable and Configure Chat Feature (Supervisors - Volunteers)
- Volunteer Resources/FAQs
- Daily Extract - Contacts (one extract)
- CTI Integration with Amazon Connect for Volunteers & State Staff to call contacts

### **Solution Overview**

The two key components of the Contact Tracing Solution are Manual Monitoring and Automatic Monitoring of Contacts. To meet the functional requirements, we will configure Salesforce out of the box and will integrate the Salesforce portal with Amazon Connect for Outbound calling to contacts who are manually monitored and integrate with Amazon PinPoint to send text message to contacts who have enrolled for Automatic Monitoring. The Contact Tracing Solution will be integrated with OMS (bi-directional) and MiLogin for Authentication and SSO.



## Manual Monitoring: Salesforce portal and Amazon Connect Solution

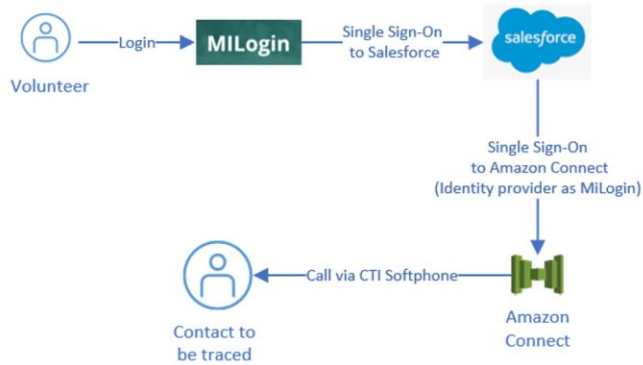
### Business Need

Each contact starts with an initial manual monitoring call. In this call, preliminary symptomology information is collected along with an ability to choose to continue with automated monitoring instead of manual monitoring.

### Requirements and Approach

- All monitoring must start with manual monitoring via phone
- No inbound phone calls
- Volunteer picks up call via Salesforce portal and makes the outbound call while documenting user responses and outcomes in Salesforce

### Process Flow Diagram



## Automated Monitoring: Salesforce Portal and Amazon PinPoint Solution

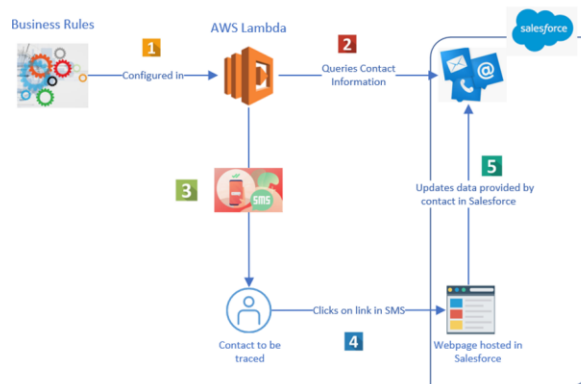
### Business Need

In order to reduce the number of manual calls made by Contact Tracing, there must be an avenue for Michigan residents to receive text messages allowing them to answer survey questions and submit the information for processing.

### Requirements and Approach

- Based on defined business rules, text messages will be sent to contacts at 4 different times daily
- Once a survey is successfully submitted for a resident, the additional attempts will not be sent
- If symptoms are present as defined by business rules, then the resident is routed back to manual monitoring
- Text includes opt out feature
- Follow up text message is sent when symptoms are present for a given resident on a given day

### Process Flow Diagram



## Approach - Hybrid Agile Methodology

The methodology for implementation of the Contact Tracing Solution is broken down into distinct phases: Discovery, Sprint Cycle, and Release.

- Discovery (3 days)
  - Requirements are elicited to understand intended functionality and user personas
  - Determine and document integration needs with other systems
  - Plan and begin set up on Salesforce and AWS environment
  - Support development of security and infrastructure assessment (EASA)
- Sprint Cycle (5 days)
  - Design and build functionality as prioritized by Product Owner (PO)
  - Conduct System testing of the functionality (SIT/QAT)
  - Conduct integration testing with other systems/products
  - Support User Acceptance Testing
- Release (2 days)
  - Conduct activities to get software ready for deployment
  - Deploy solution to production – Go-Live
  - Support smoke testing post production deployment

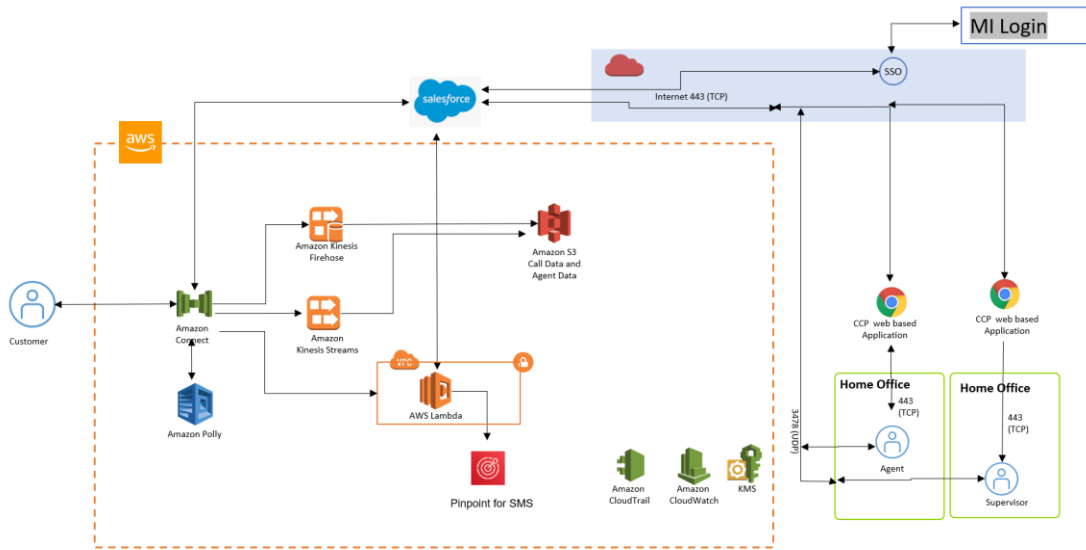
### **Amazon Cloud Managed Services**

Contractor will create the AWS account for development and production environment and will configure Amazon Connect and Amazon Pinpoint services to meet the business requirements mutually agreed through the discovery phase. Contractor will also configure the following AWS foundation services:

- S3 (object storage)
- Lambda (serverless functions)
- CloudTrail (log management)
- CloudWatch (monitoring)
- Kinesis (inbound data streaming)

This is a high-level architecture diagram of AWS configuration to meet Manual and Automatic Monitoring.

State of Michigan – MVP - Reference Architecture



**Managed Services**

The following managed services are in scope for this SOW:

- **Support Services for Amazon Connect and Amazon Pinpoint** – general maintenance and support services including troubleshooting, snapshot management, CloudWatch configuration, and ongoing operation of the Amazon Connect and Amazon Pinpoint.
- **Incident Reports** – access to support for Severity 1 critical incidents (as set out in the chart below).
- **Advanced Monitoring** – advanced and detailed monitoring of Amazon Connect and Amazon PinPoint to provide insight to all access and activities.

Contractor will support Amazon Connect & Amazon PinPoint during business hours using the following service types. Business hours shall be 8 a.m. to 6 p.m. EST/EST Monday through Friday.

Service Type	Service Description	Service Inclusion
<b>Incident</b>	An incident is based on an event and/or an alert which has caused a service outage and/or business functionality degradation.	<ul style="list-style-type: none"> <li>• Included within the Managed Service fees for the Services for all Severity 1 incidents that are raised during the business hours of coverage.</li> </ul>
<b>MAC Request</b>	A request is based on a move, addition, change or enhancement to the in-scope infrastructure.	<ul style="list-style-type: none"> <li>• Contractor will provide a total of 8 minor Business as Usual support service request or configuration changes which would take less than 1 hour per MAC when managing the Amazon Connect and Amazon Pinpoint environment. The 8 Minor MAC's included within the monthly Managed Service fee are for all MAC requests and are scoped to be completed during business hours.</li> </ul>

## ASSUMPTIONS

The following is a list of project assumptions and expectations (the "Project Assumptions") upon which Contractor will rely in agreeing to perform the Services and on which the pricing was based. Any deviation from the Project Assumptions may cause changes to the timeline, deliverables, level of effort required, or otherwise impact Contractor's performance of, or ability to complete the Services.

- The State shall commit the necessary skilled resources and management time to help resolve impediments, clarify questions and to support Contractor's Services, and to accomplish the objectives of this Project in a timely manner.
- The State shall provide Contractor with access to State personnel and facilities for Contractor to fulfill its obligations hereunder.
- Decisions to be made by the State promptly and communicated through State's Business Owners. The State's Business Owners shall have all necessary authority to commit the State with respect to the subject matter of this Project, including approval of the requirements to address any applicable policies, laws and regulations and of business rules and content.
- The State shall commit to all necessary purchase/procurement of Salesforce Licenses, Additional Objects or Vendor support services necessary to complete this project.
- The State shall commit to own creating scripts for and executing UAT within the stipulated timeline.
- The scope of this Project will be time bounded as set forth in the Project Timeline section, above, and the scope may not be altered unless demanded by impediments based on the progress.
- Real-time integration or webservice calls to Outbreak Management System (OMS) system are out of scope for Phase-1
- The State will approve and facilitate any change needed to be performed in OMS system to support batch file transfer between Contact Tracing Solution and OMS.
- The State will identify appropriate SMEs who will be involved in information gathering activities and System Integration Testing and participate in the User Acceptance Testing (UAT).
- The State will be responsible for preparing and supporting training and business readiness tasks.
- Related to the scope for this project, Business Readiness and Training Support will work with the appropriate program office to determine what training and training materials are appropriate, and then provide training as needed.
- The Contact Tracing Solution will support English only.
- The Contact Tracing Solution will be available in Desktop and will support the latest version of Edge, Chrome, and Firefox.
- OMS will be able to consume the data from batch file sent from Contact Tracing Solution.
- Contractor is making the Amazon services and solution available to the MDHHS for the MDHHS's own use during the term of this SOW subject to the terms herein. MDHHS will not have any right to use the services or solution after the expiration or earlier termination of this SOW.

- DTMB will coordinate with the MILogin team and the MILogin team will support the required integration to meet the Phase 1 implementation timeline.
- SMS delivery ultimately relies upon both telecommunication carriers and the endpoint / headset and therefore delivery is not guaranteed.
- A Michigan Security Accreditation Process (MiSAP) will be performed to identify modifications to the solution that the State may want to address, if any. Contractor is not obligated to make any such modifications unless and until the parties agree in writing to the scope and impacts associated therewith via a mutually executed Change Notice.
- State of Michigan (SOM) pandemic information provided to Contractor in connection with this SOW is Confidential Information under the Agreement.
- Development efforts performed Off-shore will be limited to non-production environments with no access to State Data.

### **OUT OF SCOPE**

Anything not expressly stated as in scope under this SOW is out of scope of this SOW, including without limitation the following:

- M&O of Contact Tracing Solution
- Call Center equipment, routing and desktop support
- Call recordings
- Networking or telephony support external to Amazon Connect
- Internet services, performance and connectivity to Amazon Connect
- Additional features not included in the “Project Scope and Approach” section in this SOW

### **PROJECT TIMELINE**

This SOW shall commence on April 29, 2020 and end on December 20, 2020, with the following major milestones:

- Project Kickoff and Discovery start: 4/29/20
- Iterative design, development and testing: 4/30/20 – 5/4/20
- Go-live and commencement of monthly AWS Managed Services: 5/5/20



**PROJECT TEAM**

The State and Contractor agree that a joint Project team will promote the success of the Project. Joint project teams significantly increase the potential for project success by reducing communication barriers and improving the probability that the findings of the project will be understood and accepted. The State agrees to assign personnel with an appropriate understanding of the State’s organization, systems, business requirements and the Project. The State shall designate one or more members of management to sponsor and make day-to-day decisions regarding the Project.

All work performed by Contractor under this SOW will be performed remotely unless otherwise mutually agreed in writing by the parties.

**Contractor Resources:**

Phase 1 implementation includes Contractor resources with Salesforce and AWS experience.

The following is the staffing for Salesforce activities:

Sr. No.	Name	Role	FTE
1	Partha Mukhopadhyay	Senior PM	0.75
2	Manoj Zutshi	Project Manager	1
3	Shetty, Sukhesh Kandavar	Development Manager	0.75

4	Koviloor, Srivatsan	Salesforce Architect	0.75
5	Himanshu Raichandani	Technical Lead	1
6	Sudipta Nayak	Integration Lead	1
7	Sumedh Deshpande	Test Lead/tester	1
8	Ketki Torgalkar	Tester	1
9	Perumallu Korukonda	Tester	0.5
10	Abby Lombard	Functional Design	1
11	Andi Black	Functional Design	1
12	Rahul Gupta	Tester	1
13	Cijoy Jose	Tester	1
14	Prajakta Parkale	Tester	0.5
15	Danish Ahmed	Development Lead	1
16	Nilesh Durgiya	Developer	1
17	Chiranth Aradhya	Developer	0.75
18	Raja Paul	Developer	1
19	Maha Vishnu V G	Developer	0.75
20	John Wesly	Sr. Developer	0.50

The following is the staffing for AWS activities:

Sr. No.	Name	Role	FTE
1	Piyush Patel	Lead Architect	0.5
2	Satish Pabba	Lead AWS Developer	1
3	Aparna S L	Lead Connect SME	1
4	Poulomi Kundu	Connect SME	1
5	Lepakshi Ganta	Connect SME	1
6	Arpan Kumar Dubey	SFDC Integration	0.5

## **CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES**

The Contractor will maintain a workforce adequate to accomplish Project Work in a timely manner.

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

The State project team will consist of Executive Subject Matter Experts (SMEs), project support, and a DTMB and Agency project manager:

### **Executive Subject Matter Experts**

The Executive Subject Matter Experts representing the business units involved will provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis. The Executive SMEs will be empowered to:

- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide sign-off of Final State Acceptance
- Utilize change control procedures
- Ensure timely availability of State resources
- Make implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.

<b>Name</b>	<b>Agency/Division</b>	<b>Title</b>
Nathan Buckwalter	DTMB	General Manager
Kim Koppsch-Woods	DTMB	Business Relationship Manager / Project Manager

### **Product Owner/Project Business Owner(s)**

The Product Owner/Project Business Owner(s) works directly with the Agile development team to provide the business knowledge to support planning, discovery, development and release cycles. The Project Business Owner(s) plans and works according to the project schedule, collaboratively working with the Project Manager and the Agile development teams. The Project Business Owner(s) are responsible for providing the subject matter expertise to support user story development and prioritization.

<b>Name</b>	<b>Agency/Division</b>	<b>Title</b>
Mathew Buck	MDHHS	Product Owner

### **Project Technical Owner**

The Project Technical Owner works directly with the vendors and DTMB to provide the technical knowledge to support the project teams in planning and execution. The Project



Technical Owner plans and works according to the project schedule taking direction from the Senior Project Managers and the Program Management Team.

Specifically, the Project Technical Owner:

- Approves and accepts/signs off on deliverables and associated invoices.
- Coordinates State of Michigan Technical Resources.
- Provides technical oversight, guidance for security, and system technical architecture requirements.
- Facilitates resolution of DTMB related issues elevated through project management channels.
- Serves as Chief Technical Advisor on project.
- Provides approval and acceptance of project management and Contractor Deliverables.

Name	Agency/Division	Title
Kim Koppsch-Woods	DTMB	Chief Technical Owner

**State Project Manager**

The State Project Manager has overall responsibility for the project. All project managers work with the State Project Manager for most of the work. The Project Managers defines schedule, control, and adjust all tasks and workloads of projects. They are responsible for guiding their teams and ensuring adherence to all the processes. The Project Managers must also manage and track project issues and risks, ensuring that all project commitments are met. The Project Manager communicates project status to all stakeholders.

Specifically, the State’s Project Manager:

- Coordinates State facilities, as needed.
- Coordinates the State resources necessary for the project.
- Facilitates coordination between various external contractors.
- Facilitates communication between different State departments/divisions.
- Coordinates and provides acceptance and sign-off of deliverable/milestone.
- Reviews Deliverables and coordinates acceptance.
- Resolve and develop mitigation strategies for project issues and risks.
- Escalate outstanding/high priority issues and risks.
- Initiate and manage change control procedures impacting schedule, scope and budget.
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements.
- Document and archive all important project decisions within the scope of the State PMO.
- Coordinate State staff attendance at all project meetings.

Name	Agency/Division	Title	Supporting Role
Ashley Guttman	DTMB Enterprise PMO	Contact Tracing Project Manager	State Project Manager

The above list comprise State leads for the MDHHS Contact Tracing Project and are not inclusive of all State staff performing work effort on this project.

## **PROJECT PRICING**

The fees for this SOW are as follows:

1. Salesforce Configuration fee for Phase 1 – There is no additional cost and the resources who worked on this effort will be billed as per the monthly capacity plan State and Contractor has agreed per CN 29 to Contract 071B5500113
2. Configuration of Amazon Connect and Amazon PinPoint for Phase 1 – This effort has a value of \$ 50,000, but is discounted 100% under this SOW
3. Recurring fees: Contractor will invoice for all AWS infrastructure and AWS Services, including AWS Connect, Amazon PinPoint and the AWS foundational services, based on actual usage at the then-current published AWS rates for the billing month. If the published AWS rates change after the effective date, Deloitte will give 30 days notice, after which the charges will be based on such updated rates. The table below reflects an estimate of the AWS resource units that may be incurred and their published AWS rates at the effective date of this SOW:

AWS Service	Unit	Cost
Amazon Pinpoint	Per SMS	\$0.006450
Amazon Pinpoint Short Code (Set Up)	One time fee	\$3,650.00
Amazon Pinpoint Short Code	Per Month	\$995.00
S3 (Standard)	Per GB	\$0.0230
S3 (Put, Copy, Post, List)	Per 1000 Requests	\$0.0050
S3 (Get, Select, and all other Request)	Per 1000 Requests	\$0.00040
Amazon Connect (DID)	Claimed Ph. # per Day	\$0.030
Amazon Connect (Toll Free)	Claimed Ph. # per Day	\$0.060
Amazon Connect (DID)	Per minute Inbound	\$0.00220
Amazon Connect (Toll Free)	Per minute Inbound	\$0.0120
Amazon Connect (Voice Usage)	Per minute	\$0.0180
Amazon Connect (Chat Usage)	Per message	\$0.0040
Amazon Connect (Outbound Call)	Per Minute	\$0.00480
AWS Lambda (Requests)	Per 1M	\$0.20
AWS Lambda (Duration)	Every GB per second	\$0.000016670
AWS CloudTrail (Management Events)	Per 100,000 events	\$2.00
Amazon Kinesis Stream per Shard	Per hour	\$0.0150

Amazon Kinesis Stream PUT Payload	per 1,000,000 units	\$0.0140
Amazon Kinesis Firehose Data Ingested	Per GB	\$0.0290
Amazon Kinesis Firehose Storage	0-500 TB / month	\$0.0250
AWS CloudTrail (Data Events)	Per 100,000 events	\$0.100
AWS Cloud Trail Insights	Per 100,000 write management events	\$0.350
Amazon Polly	Per 1M characters	\$4.00
AWS KMS	Per 10,000 requests	\$0.030
Amazon VPC	Hourly per ENI	\$0.015

4. Managed Services: Commencing on Go-Live, Contractor will invoice \$20,000 per month for AWS Cloud Managed Services

Contractor will invoice for all fees under this SOW on a monthly basis. DTMB will pay Contractor as set forth in Section 12.2 of the Contract.

## **ADDITIONAL TERMS AND CONDITIONS**

### **Intellectual Property Rights**

To the extent the State is granted ownership of any intellectual property created by Contractor under this SOW pursuant to the terms of the Contract, and to the extent permissible by law, the State hereby grants to Contractor a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license (with right to sublicense and the right of any sublicensee to further sublicense) to use, make, execute, reproduce, sell, display, perform, distribute, modify or otherwise prepare derivative works based on, any or all of such intellectual property or other works or subject matter based on or using such intellectual property rights in connection with engagements state and local governments.

### **Amazon Cloud Managed Services Terms**

Given the nature of these services and the resulting cloud-based solution, the parties agree that the following sections of the Contract and any service levels/performance standards set forth therein, will not apply to this SOW: Sections 17.3 (Software and Services), 17.4 (Performance Warranty and Limited Remedy), and 3.002 (Maintenance and Support Services). In addition, Section 13 (Intellectual Property Rights) and 14 (Licenses) will not apply to the AWS infrastructure or AWS Services (as defined below). Finally, the following additional terms and conditions apply to the AWS infrastructure and AWS Services:

- The State shall have and maintain in effect at all times, during the term of this SOW, all licenses and rights necessary in, and in connection with, State Items (defined below) to enable, and does hereby authorize, the receipt, hosting within the continental United States ONLY, storing within the continental United States ONLY, transmitting, processing, destroying, and the use and disclosure of State Items by Contractor and its authorized subcontractors and service providers as contemplated in

this SOW, as authorized under the Contract, or as required by applicable law. “State Items” means any hosted applications and any State-provisioned machine images, data, text, audio, video, images or other content that the State or a third party or Contractor on behalf of the State, provides to, installs or uploads onto the hosted environments and Amazon Connect as part of the Services, or that the State or State End User provides to, runs, causes to interact with, or uploads to any hosted application hosted on the hosted environments or Amazon Connect.

- The State acknowledges that Contractor is not a reseller or sub-licensor of the AWS infrastructure, and any AWS provisioned services hereunder, including, without limitation, Amazon Connect and Amazon PinPoint (collectively, the “AWS Services”), and further agrees that the only access the State shall have to the AWS infrastructure and AWS Services and any State Items hosted thereon shall be through accessing the hosted environment, as State End Users, without any administrative access or management rights to the AWS infrastructure or AWS Services.
- Contractor may temporarily suspend State’s access, in whole or in part, to the AWS Services if it reasonably determines that (i) State or any State End User is not in compliance with the Acceptable Use Policy, or (ii) access to the AWS Services poses a security risk to the AWS Services, any 3rd party, including AWS, or Contractor’s or AWS’ systems, infrastructure, or networks.
- The State agrees and acknowledges that the AWS Services will utilize AWS infrastructure and notwithstanding anything to the contrary in the Contract, any security or infrastructure security requirements specified in the Contract shall apply only with respect to Contractor systems and infrastructure used to provide the AWS Services, excluding the AWS infrastructure. The security standards and controls applicable to the AWS infrastructure may be found at <https://aws.amazon.com/whitepapers/#security>. Additionally, information regarding the AWS infrastructure and security controls, including applicable SOC Reports, may be accessed here: <https://aws.amazon.com/compliance/soc-faqs>. If AWS changes any security standards and controls in any manner that may negatively impact the security of State Data, Contractor will notify the State within 72 hours of such change, and a new Michigan Security Accreditation Process (MiSAP) will be performed to identify modifications to the solution that the State may want to address, if any. Contractor is not obligated to make any such modifications unless and until the parties agree in writing to the scope and impacts associated therewith via a mutually executed Change Notice.
- The State agrees and acknowledges that its use of the AWS infrastructure or any AWS Services hereunder is subject to AWS’s access policy currently located at <https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Public+Sector+Access+Policy.pdf>, as it may be updated by AWS from time to time, and as may be made available on any successor or related site designated by AWS (“AWS Public Sector Access Policy”). With the exception of any requirements on the State to indemnify third parties, to be bound by another State’s law, or to waive any

Technical Configuration Specialist	629
Technical Configuration Specialist - Warranty	98
<b>Total</b>	<b>2460</b>

Form No. DTMB-3521 (Rev. 10/2015)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Contract change will not be executed unless form is filed

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

525 W. ALLEGAN STREET  
 LANSING, MI 48933

P.O. BOX 30026  
 LANSING, MI 48909

CHANGE NOTICE NO. 2  
 to  
 CONTRACT NO. 071B5500113  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF CONTRACTOR		PRIMARY CONTACT		EMAIL
Deloitte Consulting Llp 200 Renaissance Center Detroit MI, 48243		Al Kagan		akagan@deloitte.com
		PHONE		CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
		312-486-4483		*****4513
STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Gajda, Tim	517-284-5345	gajdat@Michigan.gov
CONTRACT ADMINISTRATOR	DTMB-Procurement	David Hatch	(517) 284-7044	hatchd@michigan.gov
CONTRACT SUMMARY				
DESCRIPTION: Case Mgmt System For MI Liquor Control				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 13, 2015	July 12, 2020	5 - 1 Year	July 12, 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				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$3,693,498.00		\$ 0.00	\$3,693,498.00	
DESCRIPTION: Effective 4/7/2016, the following changes are hereby incorporated into the contract:				

Key Personnel changes are made as follows:

- o Primary Contact (cover page) – replace Sanjay Shah with Al Kagan
- o Section 1.202 – replace David Parent with Al Kagan as the Single Point of Contact “SPOC”
- o Section 1.202 – replace Randall Duffield with Nitish Mukhi as the Project Manager
- o Section 2.001 – replace David Parent with Al Kagan as an Authorized Contract Signatory
- o Section 30.12 – replace Sanjay Shah with Al Kagan as the Primary Contact.

**Change notices for this Contract will be managed using the following structure:**

Example: A change notice is issued for an Agency with a SOW, for new work; the next available change notice number will be used “CNN 3”. If a modification is required to support the same SOW, the associated amendment will be presented as “CCN 3-A”.

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

Form No. DTMB-3521 (Rev. 10/2015)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Contract change will not be executed unless form is filed

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

525 W. ALLEGAN STREET  
 LANSING, MI 48933

P.O. BOX 30026  
 LANSING, MI 48909

CHANGE NOTICE NO. 1  
 to  
 CONTRACT NO. 071B5500113  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Deloitte Consulting LLP 200 Renaissance Center, Suite 390 Detroit, MI 48243-1895	Sanjay Shah	sashah@deloitte.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(303) 308-2155	4513

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB – Agency Services	Tim Gajda	(517) 284-5345	GajdaT@michigan.gov
CONTRACT ADMINISTRATOR	DTMB Procurement	David Hatch	(517) 284-7044	HatchD@michigan.gov

CONTRACT SUMMARY			
<b>DESCRIPTION:</b> This contract is for the Contractor to design, configure, integrate, test and implement a new case management system using the Salesforce.com platform for the Michigan Liquor Control Commission.			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 13, 2015	July 12, 2020	5, 1-Yr Options	July 12, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	

Net 45	N/A
<b>ALTERNATE PAYMENT OPTIONS</b>	<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>MINIMUM DELIVERY REQUIREMENTS</b>	
N/A	

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$3,642,426.00		\$51,072.00	\$3,693,498.00	
<p><b>DESCRIPTION:</b> Effective February 1, 2016, this Contract is increased by \$51,072.00 to fund the attached Statement of work for the implementation of a forms automation system using the Salesforce.com ("SFDC") platform ("Solution") for the Michigan Veterans Affairs Agency ("MVAA"). All other terms, conditions, specifications, and pricing remain the same per Contractor and Agency agreement and DTMB approval.</p> <p>Pre-Approved Additional Ad Board Funds: \$1,010,673.00  Remaining Pre-Approved Amount after CN 1: \$959,601.00</p>				



MICHIGAN VETERANS AFFAIRS AGENCY



MICHIGAN DEPARTMENT OF TECHNOLOGY,  
MANAGEMENT AND BUDGET

IT SERVICES  
MVAA STATEMENT OF WORK

<b>PROJECT TITLE:</b> MVAA VETERANS TRUST FUND AND DD214 FORM AND FLOW INTEGRATION WITH SALESFORCE	<b>PERIOD OF COVERAGE:</b> JAN 11, 2016 – APR 29, 2016
<b>REQUESTING DEPARTMENT:</b> MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET	<b>DATE:</b> JAN 4, 2016
<b>AGENCY PROJECT MANAGER:</b> SUZANNE THELEN	<b>PHONE:</b> 517-284-5208
<b>DTMB PROJECT MANAGER:</b> VAUGHN BENNETT	<b>PHONE:</b> 517-284-5219



## II. Statement of Work (SOW)

### 1.000 Project Identification

#### 10.000 1.001 PROJECT REQUEST

This Statement of Work (SOW) is created for Deloitte Consulting LLP (“Contractor”) to design, configure, integrate, test, and implement a forms automation system using the Salesforce.com (“SFDC”) platform (“Solution”) for the Michigan Veterans Affairs Agency (“MVAA”). This SOW describes the specific requirements that will allow the solution to be utilized by the MVAA. All work to be performed will be pursuant to this Statement of Work and to the Terms and Conditions of the Master Contract 071B5500113.

The purpose of this MVAA Statement of work is to solicit services in developing fillable-submittable, ‘Triage Application for Emergency Grant’ form, and a DD214 record request form, initiating from the MVAA Vets portal (MichiganVeterans.com) and connecting to the MVAA Salesforce Customer Relationship Management (CRM) software in the Michigan Veteran Resource Service Center (MVRSC). This service request will also include assistance in designing and developing process flows. The outcome of this request is to make available to the veteran, and their family members, access to an emergency assistance request form, or a DD214 record request, which will assist in assessing the potential emergency benefits available to the applicant based upon current supplied information. The overall assessment of the triage/request form will originate with the agents at the MVAA Resource Center. Determinations on eligibility, as an example from the Veteran Trust Fund (MVTF) Emergency Assistance program, will be approved by the MVTF Regional Committee Members, once the entire application is completed and submitted for evaluation. The triage/request form’s connection to Salesforce provides the capability to:

- Simplify the access of benefits and services information process by Veterans and improve efficiency by connecting MVAA and federal services virtually.
- Enable MVAA to capture and share information between agencies in order to validate eligibility, and to expedite requests.
- Develop a means to ‘push’ and ‘pull’ information in an effort to create an open exchange environment of accessing veteran’s services and benefits.

#### 11.000 1.002 BACKGROUND

In preparation for, and when, the State of Michigan began receiving veteran’s home from the Iraq and Afghanistan wars, it was immediately obvious that more should be, and could be provided to assist the veterans, especially those facing hardships. In response, the State originated several programs to assist veterans and their families, and The Michigan Veterans Trust Fund (MVTF) is just such a program...an **Emergency Grant Program**.

For example, The Michigan Veterans Trust Fund (MVTF) is a program used when an unforeseen situation has caused a temporary financial emergency or hardship that a grant, if approved, would resolve and the applicant can show that they will be able to meet future expenses. Requirements of this fund are:

#### Eligibility

- Resident of Michigan
- Honorable or General (Under Honorable Conditions) Discharge and:
  - 180 days during a period of war, or
  - 180 days of active duty with award of Armed - Forces/Navy Expeditionary Medal, or
  - Less than 180 days of wartime service due to service-incurred disability
- Dependents can apply if veteran is eligible under certain circumstances

#### How to Apply

- Currently, a veteran must apply in county where veteran resides
- Veteran must make an appointment and bring all required documents and information to complete the application

## **What is Needed**

- Military discharge document (DD214 or other)
- Proof of Residence
- Documents for Dependents
- Proof of Income and Expenses
- Other documents depending on types of assistance

In preparation for this need, the Michigan Veterans Affairs Agency took initial steps to answer this disparity by building a Veterans portal, and by establishing a Michigan Veterans Resource Service Center, and making them relevant to veterans, and their family members, in the areas of Employment, Education, Healthcare, Quality of Life, and Veterans Homes.

The Vets portal and the Michigan Veterans Resource Service Center were online and telephone communications systems set up for the very purpose of assisting the veterans and their families. This triage of assistance is solely focused on assisting the veterans and their families.

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

#### **12.000 1.101 IN SCOPE**

##### *Fillable Forms*

The Contractor will conduct requirements gathering, analysis, design, configuration, testing and deployment of veterans' 'interconnecting' web portal forms, to be further defined by ongoing requirements. Initial listing of items to be developed are (see attachments 1 through 6):

- Fillable and 'submittable' triage, emergency assistance form; followed by the configuration of the completed VTF form (Attachments 1 & 2)
- Fillable and 'submittable' DD214 records request form (Attachment 3)
- Additional fillable forms to include:
  - Event/Speaker Invitation; (Attachment 4)
  - Vet Friendly Employer Program. (Attachment 5)
  - Vet Friendly Institution; (Attachment 6)

#### **13.000 1.102 OUT OF SCOPE**

##### *Fillable Forms*

The following processes were determined to be out of scope for this phase of the project as there were no explicit request for automation and no specification (screen layout, template, rules) provided. They have been documented here for clarity of scope.

- Step 1. Pre-qualification application process;
- Appeal process;
- Payment process;
- Decision Letter;
- Board of Trustees (BOT) access;

#### **14.000 1.103 ENVIRONMENT**

The working environments to be encountered with these services will be the Salesforce application and the Vets portal. The Vets portal is hosted with a State contracted vendor, and for purposes of this contract the State is anticipating only using this website to re-direct the user to the Salesforce application.

MVAA's Salesforce application structure and database structure are architected through Salesforce's cloud environment, and all information will pass through this setup.

15.000 1.104 WORK AND DELIVERABLES

**Key Activities and Deliverables**

The purpose of this section is to outline the approach and activities necessary to accomplish the work described in this Statement of Work. The approach breaks up the work effort into five (5) Stages including deployment and go-live.

Included below is a brief description of each stage, leading to key activities and deliverables.

Stage	Key Activities	Deliverables
<p><b>Stage 1 – Planning and Discovery</b> The Planning and Discovery stage is designed to allow the project team and key stakeholders to review and validate the overall project scope and requirements of the project prior to the Design &amp; Build stage.</p>	<ul style="list-style-type: none"> <li>• Conduct Project Kick-off</li> <li>• Prepare Project Plan</li> <li>• Prepare Business Requirements Document</li> <li>• Provision Salesforce solution</li> </ul>	<p>Final Project Plan</p> <p>Final Business Requirements Document</p>
<p><b>Stage 2 – Design and Build</b> The Design and Build stage will encompass all development activities for the project.</p>	<ul style="list-style-type: none"> <li>• Conduct Design sessions</li> <li>• Configure Salesforce solution</li> <li>• Configure Compute hosting environment</li> <li>• Unit test and validate</li> </ul>	<p>Final Design Document</p>
<p><b>Stage 3 – Testing</b> Test configured application to ensure it functions as per design requirements</p>	<ul style="list-style-type: none"> <li>• Conduct System Integration Testing</li> <li>• Support User Acceptance Testing</li> <li>• UAT Signoff</li> </ul>	<p>Final System Testing Results Document</p> <p>Final UAT Signoff Document each of the following 5 forms:</p> <ul style="list-style-type: none"> <li>• Emerg Req. &amp; VTF form</li> <li>• DD214 Req.</li> <li>• Evnt Spkr.</li> <li>• Vet Schl.</li> <li>• Vet Emplry</li> </ul>
<p><b>Stage 4 – Deployment</b> Prepare for and execute system and business cutover to the new search capability, which includes deployment planning, conducting go/no-go evaluation, and final deployment. Provide and support 30 day warranty period.</p>	<ul style="list-style-type: none"> <li>• Conduct deployment planning</li> <li>• Complete Go-Live</li> <li>• Provide and support 30 day warranty period.</li> </ul>	<p>Successful Operational Deployment Document</p> <p>Final Production Source Code Document</p>

**Deliverable process**

- All deliverables must be submitted in a format approved by the DTMB contract official. At a minimum, the deliverable must be in an industry standard format - unless otherwise stipulated.
- If the deliverable cannot be provided within the scheduled time frame, the Contractor is required to contact the project manager of the MVAA/DTMB in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.


**Timeline**

Forms implementation will be completed by April 7, 2016, or as negotiated at contract start. These timelines are contingent upon the assumptions in this SOW being met in a timely manner. UAT activities performed by the State may increase the timeline depending on UAT testing availability.

A detailed project plan and timeline will be further developed and mutually agreed upon at the start of the project during the Planning and Discovery stage (below). Below is a preliminary project plan.

If the deliverable cannot be provided within the Final scheduled time frame, the Contractor is required to contact the project manager of the MVAA/DTMB in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.

A request for a revised schedule must be reviewed and approved/disapproved by the project manager of the MVAA/DTMB build process. In addition to the Statement of Work, Contract 071B5500113 Terms and Conditions may dictate penalties, costs, and other actions based on the facts related to the request for a revised schedule.

2015					2015								
Dec	Jan	Jan	Jan	Jan	Feb	Feb	Feb	Feb	Feb	Mar	Mar	Mar	Mar
28	4	11	18	25	1	8	15	22	29	7	14	21	28
Planning													
	Discovery Sessions												
		Design and Build											
						Triage							
							VTF						
								DD214					
										Gen. Data			
								Systems Testing					
								User Acceptance Testing				Go-Live	
													Support

**1.200 Roles and Responsibilities**

**16.000 1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES**

**A. Contractor Staff**

The Contractor will maintain a workforce adequate to accomplish Project Work in a timely manner. The Contractor guarantees that Key Personnel staff, identified below will actually perform the assigned work.

Key Personnel Role	Name	Duties/Responsibilities
Primary Contact (SPOC)	Sanjay Shah	(1) Support the management of the Contract (2) Facilitate dispute resolution (3) Advise the State of performance under the terms and conditions of the Contract

The Non-key Contractual resources identified by the Contractor are:

Non-Key Personnel Role	Number of Resources	Duties/Responsibilities
Design Analyst	1	Work with MVAA to finalize the requirements and design
SFDC Configuration Analyst	2	Configure the Salesforce application to complete the development effort of the fillable forms

**B. On Site Work Requirements**

**1. Location of Work**

Tasks associated with this project will be performed at the State in Lansing, Michigan and at the Contractor’s location(s), or other locations, as agreed to by the State as required by the effort.

**2. Hours of Operation:**

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

**3. Travel:**

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

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

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

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

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

**17.000 1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES**

**Resources**

The State is able to provide the following limited resources for the Contractor’s use on this project:

- State ID for admittance into a State facility
- Work space
- Minimum Clerical support
- Telephone
- PC workstation
- Access to State servers and enterprise resources (e.g. email)
- Access to Printers
- Access to copiers and fax machine
- Access to conference rooms

The State reserves the right to suspend or revoke access to State resources at any time.

**Staffing**

MVAA will provide a Project Manager who will be responsible for the MVAA's infrastructure and bringing MVAA business leaders and staff, and coordinate with the Contractor in determining the system configuration and supporting the management of the SOW.

<b>Name</b>	<b>Agency/Division</b>	<b>Title</b>
Jason Wentworth	MVAA	MVSRC Manager

The MVAA Project Manager will also provide the following services:

- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Escalate outstanding / high priority issues
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor's project manager, within 48 hours of their expected decision date.

DTMB will provide a Project Manager whose duties shall include, but not be limited to, supporting the management of the SOW.

<b>Name</b>	<b>Agency/Division</b>	<b>Title</b>
Vaughn Bennett	DTMB	Senior Project Manager

The DTMB PM will also provide the following services:

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

**Executive Subject Matter Experts**

The Executive Subject Matter Experts representing the MVAA business units involved will provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis.

### **1.300 Project Management**

The Contractor's Project Manager will utilize an Enterprise Value Delivery (EVD) method for Project Management. This method will provide a collection of deliverable templates, guidelines, and accelerators that supports multiple delivery lifecycles, while promoting consistency, quality, and value to the State. This comprehensive methodology is based on industry standards and includes project management processes and tools based on the PMBOK guidelines, complementing the State's SUITE methodology.

Status Reporting via regular status meetings conducted between the Contractor's Project Manager, State and other designated stakeholders, will be held on a bi-weekly basis.

The Contractor's implementation approach for the project will be completed over a period of approximately three months and its success is reliant on the following key assumptions:

- The State will make Subject Matter Experts and technical resources available to participate and attend in the requirements confirmation meetings and keep to the mutually agreed timeline.
- No data migration is required for this project
- Web site visitors are not required to attach documents when completing forms
- People tasked with reviewing and 'voting' on an online request will have Chatter access in the Salesforce.com site
- Web site visitors are not required to authenticate when submitting a request.

### **1.400 Acceptance**

The following is standard acceptance criteria for document and software deliverables.

18.000

#### **19.000 1.401 ACCEPTANCE CRITERIA**

##### **Document Deliverables**

9. Documents are to be dated and in electronic format, compatible with State of Michigan software
10. Draft documents are not accepted as final deliverables.
11. Documents will be reviewed and accepted in accordance with the requirements of this SOW.
12. DTMB will review documents within 3 business days.
  - a. Approvals will be written and signed by DTMB Project Manager.
  - b. Issues will be documented and submitted to the Contractor and resolved per Section 1.402.

**Content Deliverables** - Software includes, but is not limited to, software product, development tools, support tools, data migration software, integration software, and installation software.

9. Beta software is not accepted as final deliverable.
10. The content software and configuration will be reviewed and accepted in accordance with the requirements of this SOW.
11. State of Michigan will review software within 5 business days for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery, and operation.
  - a. Approvals will be written and signed by DTMB Project Manager and resolved per Section 1.402.
  - b. Unacceptable issues will be documented and submitted to the Contractor.
12. Software is installed and configured in the business-defined environment.

#### **20.000 1.402 FINAL ACCEPTANCE**

Final acceptance will occur when all deliverables defined in the Statement of Work, Section 1.501 have been completed and written approvals have been obtained ("**Final Acceptance**").

In the event the work and/or deliverable is not accepted by the DTMB PM the State will respond to the Contractor with written notice describing the deficiencies using a corrective action plan listing tasks with associated

completion dates. The contractor has five (5) business days to respond to the notice indicating agreement to the terms unless an alternate Solution is agreed by both parties. Upon completion, State will have ten (10) business days to accept and approve the revised deliverable(s).

If the State does not approve the revised deliverable(s) after the third (3rd) attempt, the State shall have the option to negotiate an acceptable alternative, collect liquidated damages as identified in Contract 071B5500113 Article 3, Section 3.001, Subsection 19 for the incomplete and/or late deliverable, or terminate the Contract pursuant to Article 3, Section 3.001, Subsection 15.1, Termination for Cause.

**1.500 Compensation and Payment**

**21.000 1.501 COMPENSATION AND PAYMENT**

**Method of Payment**

Payments to the Contractor will be made on a firm-fixed, based model. The final acceptance criteria for each milestone is found in Article 1, Section 1.402 of this SOW. Failure to provide a deliverable/milestone by the identified date may subject Contractor to liquidated damages as identified in Article 1, Section 1.603 and Article 3, Section 3.001, Subsection 19 of the Master Contract 071B5500113.

Deliverables	Description	Effort Hours	Amount
Project Plan	The Project Plan will detail the tasks and resources (including MVAA and Contractor staff) required percent of work load. The updated Project Plan will contain, at a minimum, the following level of detail: <ul style="list-style-type: none"> <li>• Deliverables and Milestone tasks</li> <li>• Dependency Relationships</li> <li>• Task expected start and finish dates</li> <li>• Task actual start and finish dates</li> <li>• Task durations</li> </ul>	14	\$1,862
Business Requirements Document	The Business Requirements Document will be a mutually agreed upon Functional Requirements Specification – which becomes the initial baseline for project design. The functional, technical and user interface requirements for the system will be reviewed and confirmed.	42	\$5,586
Design Document	The overall structure of the solution will be defined from a functional viewpoint in the Design Document. The design describes the logical system flow, data organization, system inputs and outputs, and processing rules. The functional and technical configuration requirements are all mapped to system design specifications.	70	\$9,310
System testing results	The tasks and activities of System Test will result in the transformation of the system design into the complete executable representation of the solution. Functionality is tested to determine the solution meets predetermined functionality, performance, quality, and security requirements. System testing is conducted to validate the solution will operate in its intended environment, satisfies all the user requirements, and is supported with complete and accurate documentation. This deliverable will document the results from the System Testing phase.	164	\$21,812 (\$4,362.40 / each of the 5 forms)
UAT Signoff Document	MVAA will take the lead in conducting the UAT, with the support of the Contractor where applicable. The Contractor will support end users to conduct testing, provide training on any tools to assist end users on how test results will be produced, viewed, and reported. This deliverable will provide signoff from MVAA around the functional readiness of the system.	47	\$6,251 (\$1,250.20/ each of the 5 forms)
Successful Operational Deployment	After 1 week of Warranty, this deliverable will be submitted to confirm the successful execution of the system in Production with no pending critical defects.	47	\$6,251 (\$1,250.20/ each of the 5 forms)
<b>TOTAL</b>			<b>\$51,072</b>

**\*The Contractor effort of hours listed above are provided for reference only.**



## Rates

The following are the applicable hourly billing rates for the staff working on this SOW. Costs were determined based upon a blended rate of \$133.00.

Staffing Category	Firm Fixed Hourly Rate
Project Manager	\$190
Technical Lead	\$170
Solution/Business Requirements Lead	\$160
Trainer	\$100
Programmer	\$120
Technical Writer	\$85
SFDC Configuration Analyst	\$130
Tester	\$100
SFDC Architect	\$140

## Invoicing

Contractor will submit properly itemized invoices to  
DTMB – Financial Services  
Accounts Payable  
P.O. Box 30026  
Lansing, MI 48909  
or  
[DTMB-Accounts-Payable@michigan.gov](mailto:DTMB-Accounts-Payable@michigan.gov)

DTMB will pay Contractor as identified above in Section 1.105 Compensation and Payment and receipt of properly completed invoice, which shall be submitted to the billing address on the State issued purchase order. 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 invoice shall describe a detailed breakdown as set forth in Contract 071B5500113.

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

**ATTACHMENT 1  
TRIAGE APPLICATION FOR AN EMERGENCY GRANT**

**SECTION I: VETERAN/APPLICANT GENERAL INFORMATION**

VETERAN'S NAME (LAST, FIRST, MIDDLE): 1		APPLICANT NAME IF DIFFERENT THAN VETERAN(LAST, FIRST): 9	
SSN: 2	DATE OF BIRTH: Month 3 Day 3 Year 3		REASON VETERAN IS NOT APPLYING: 10
HOME PHONE: 4		CELL PHONE: 5	RELATION TO VETERAN: 11
MAILING ADDRESS: 6		HOME PHONE: 12	CELL PHONE: 13
EMAIL: 7		MAILING ADDRESS: 14	
COUNTY OF RESIDENCE: 8		EMAIL: 15	
		COUNTY OF RESIDENCE: 16	

\*ANY PERSON WHO SHALL KNOWINGLY, BY FRAUDULENT REPRESENTATIONS, OBTAIN OR ALLOW TO BE OBTAINED ANY PAYMENT OR AID PROVIDED BY MVTF SHALL BE DEEMED GUILTY OF A FELONY (IF OVER \$100.00 – MCL 750.218) OR A MISDEMEANOR (IF LESS THAN \$100.00 – MCL 35.609) AND UPON CONVICTION SHALL BE SUBJECT TO A FINE OF \$5,000 OR 10 YEARS IMPRISONMENT, OR A FINE OF \$500.00 AND/OR IMPRISONMENT OF 6 MONTHS, RESPECTIVELY, AT THE DISCRETION OF THE COURT. (PA 9 OF 1946, AS AMENDED). I CERTIFY THAT THE INFORMATION I HAVE/WILL PROVIDE IS TRUE AND FACTUAL TO THE BEST OF MY KNOWLEDGE, AND I AUTHORIZE THE MVTF TO RECEIVE AND TRANSMIT ANY INFORMATION THAT MAY BE NECESSARY TO DOCUMENT MY REQUEST FOR FINANCIAL ASSISTANCE.

III. ....**SECTION II: ELIGIBILITY**

ENTRY DATE INTO SERVICE: MONTH: 17 DAY: 17 YEAR: 17	RELEASE DATE FROM SERVICE: MONTH: 18 DAY: 18 YEAR: 18
WAR TIME ERA OF ELGIBILITY: 19	
DISCHARGE TYPE: 20	

**SECTION III: EMPLOYMENT**

VETERAN'S CURRENT EMPLOYMENT STATUS: 21	SPOUSE'S CURRENT EMPLOYMENT STATUS: 22
EMPLOYER: 23	EMPLOYER: 24

**SECTION IV: ASSISTANCE REQUESTED**

HOUSING: 25	TOTAL: 26	HOUSING:	TOTAL:
UTILITIES: 27	TOTAL: 28	UTILITIES:	TOTAL:
AUTO: 29	TOTAL: 30	AUTO:	TOTAL:
MEDICAL: 31	TOAL: 32	MEDICAL:	TOTAL:
MISCELLANOUS: 33	TOTAL: 34		

## **ATTACHMENT 2**

VTF Webpage Layout



WEBPAGE LAYOUT  
30Oct2015\_VTF.pdf

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## **ATTACHMENT 3**

DD214 Request



DD214 Request.pdf

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## **ATTACHMENT 4**

Event Speaker



Event Speaker  
Form.pdf

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## **ATTACHMENT 5**

Veteran Friendly Employer Application



Veteran Friendly  
Employer Applicatio

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## **ATTACHMENT 6**

Veteran Friendly School Application



Veteran Friendly  
School Application.i

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Due to the size of this contract, the remaining change notices have been deleted. If you would like to see the full contract please reach out to the Contract Administrator.

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

**NOTICE OF CONTRACT NO. 071B5500113**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Deloitte Consulting LLP 200 Renaissance Center, Suite 3900 Detroit, MI 48243-1895	Sanjay Shah	sashah@deloitte.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(303) 308-2155	-4513

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER (formerly Contract Compliance Inspector)	DTMB – Agency Services	Tim Gajda	(517) 284-5345	GajdaT@michigan.gov
CONTRACT ADMINISTRATOR	DTMB - Procurement	David Hatch	(517) 284-7044	HatchD@michigan.gov

**CONTRACT SUMMARY**

**DESCRIPTION:**

This contract is for the Contractor to design, configure, integrate, test, and implement a new case management system using the Salesforce.com platform for the Michigan Liquor Control Commission.

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 Years	July 13, 2015	July 12, 2020	5, 1-Yr Options
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	NA	NA	

**ALTERNATE PAYMENT OPTIONS**

P-card       Direct Voucher (DV)       Other

**EXTENDED PURCHASING**

Yes       No

**MINIMUM DELIVERY REQUIREMENTS:**

NA

**MISCELLANEOUS INFORMATION:**

This contract can be used for the design, configuration, integration, testing, and implementation of Salesforce applications for any State of Michigan agency.

<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:</b>	<b>\$3,642,426.00</b>
---	-----------------------

**For the Contractor:**

\_\_\_\_\_  
\_\_\_\_\_,  
**Contract Administrator**  
\_\_\_\_\_

\_\_\_\_\_  
**Date**

**For the State:**

\_\_\_\_\_  
\_\_\_\_\_,  
\_\_\_\_\_  
**State of Michigan**

\_\_\_\_\_  
**Date**



## Table of Contents

<b>Article 1 – Statement of Work (SOW)</b>	<b>109</b>
<b>1.000 Project Identification</b>	<b>109</b>
1.001 Project	109
1.002 Background	109
<b>1.100 Scope of Work and Deliverables</b>	<b>109</b>
1.101 In Scope	109
1.102 Out of Scope	110
1.103 Environment	110
1.104 Work and Deliverables	112
<b>1.200 Roles and Responsibilities</b>	<b>135</b>
1.201 Staffing Plan	135
1.202 Contractor Staff, Roles and Responsibilities	136
1.203 State Staff, Roles and Responsibilities	139
1.204 Other Roles and Responsibilities	141
<b>1.300 Project Initiation and Planning</b>	<b>143</b>
1.301 Project Plan	143
1.302 Project Schedule	143
1.303 Project Phase Kick-off Meetings	144
1.304 Project Status Reporting - Weekly Reporting	144
<b>1.400 Project Management</b>	<b>145</b>
1.401 Create/Update Issue & Risk Report	145
1.402 Change Management	145
<b>1.500 Acceptance</b>	<b>146</b>
1.501 Deliverable Acceptance Criteria	146
1.502 Acceptance for Milestone Payments	146
1.503 Final Acceptance	148
<b>1.600 Compensation and Payment</b>	<b>148</b>
1.601 Compensation and Payment	148
1.602 Reserved	152
1.603 Liquidated Damages	152
1.604 Administrative Fee and Reporting	152
1.605 Extended Purchasing Program	152
<b>Article 2 – Required Contractor Information</b>	<b>153</b>
<b>2.000 Contractor Company Information</b>	<b>153</b>
2.001 Authorized Contract Signatory	153
2.002 Place of Performance	153
2.003 Extended Purchasing Program	153
<b>Article 3 – Terms and Conditions</b>	<b>154</b>
<b>3.000 Contract Terms and Conditions</b>	<b>154</b>
3.001 Contract Terms and Conditions	154
<b>Article 4 – Exhibits</b>	<b>196</b>
Exhibit 1 – Functional and Business Requirements	196
Exhibit 2 – Cost Tables	196
Exhibit 3 – Breakdown of Related or Third-Party Software	196
Exhibit 4 – Enterprise Architecture Solution Assessment	196
Exhibit 5 – Training Plan	196
Exhibit 6 – Support Contacts	196



## Article 1 – Statement of Work (SOW)

### 21.000 Project Identification

#### 21.001 Project

This Contract award is issued to Deloitte Consulting LLP (“Contractor”) to design, configure, integrate, test, and implement a new case management system using the Salesforce.com (“SFDC”) platform (“Solution”) for the Michigan Liquor Control Commission (“MLCC”). This Statement of Work describes the specific requirements that will allow the solution to be utilized by the MLCC. The State of Michigan (“State”) reserves the right to add other State agencies to this contract; and for those agencies to purchase Salesforce.com design, configuration, integration, testing, and implementation services.

#### 21.002 Background

MLCC is implementing this Solution to cover Global system requirements plus requirements for these four functional areas – Licensing, Enforcement, Executive Services, and Finance. This Solution will replace MLCC’s current system.

### 21.100 Scope of Work and Deliverables

The purpose of this section is to describe the work and deliverables necessary to provide the required functionality for the MLCC Solution.

All project deliverables or documents are to be reviewed by MLCC Project Lead and DTMB Project Manager. Approval of all project artifacts shall be the sole responsibility of the State DTMB Project Manager and/or designees. Article 1, Section 1.501 provides the Deliverable Acceptance Criteria for all deliverables listed in Article 1, Section 1.104 – Work and Deliverables. The acceptance criteria listed within each subsection (A-I) of Section 1.104 is to be considered partial acceptance until acceptance under Article 1, Section 1.501 occurs.

#### 21.101 In Scope

This Contract is for the design, configuration, integration, testing, and implementation of a new case management system using the Salesforce.com platform. These services include the following high level scope requirements which are to be applied to the Global requirements and the requirements for the Licensing, Enforcement, Executive Services, and Finance modules:

- Validation and verification of functional and business requirements
- Implementation
  - System Architecture
  - Configuration (of Salesforce)
  - Customization (based on Gap Fit Analysis, as required)
  - Interfaces/Integration
  - Data Conversion
  - Data Migration
  - Testing
  - Go-live support
- Training
  - End user
  - Web training
- Documentation
- Maintenance and Support
- Knowledge Transfer/Transition
- Reserve bank of hours for future enhancements and/or legislative mandates





This Contract allows additional State Agencies to purchase Contractor's services for the design, configuration, integration, testing, and implementation of a Salesforce.com system including, but not limited to, a new case management system; the Change Management process in Article 1, Section 1.402 will be used to add additional Agency requests for service to this contract. The scope of each new Salesforce project will be determined by the Agency requesting the work and not by this section or the following section (Article 1, Section 1.102).

### **21.102 Out of Scope**

The following tasks and deliverables are out-of-scope for the MLCC Solution specifically, but may be included as in scope for future Salesforce solutions as agreed upon by State agencies and Contractor in a statement of work which has been added to this contract under the change management process:

- Procurement of Hardware – State shall be responsible for the procurement of any additional hardware or peripheral devices required to meet the functional and technical requirements. The State may be required to procure additional hardware or peripheral devices for mobile inspections. The Contractor shall not be responsible for procurement of any hardware or peripheral devices.
- Purchase of Salesforce software
- Development of Document Management System

In addition, the following items have been removed from the scope as part of contract negotiations, and the updated "Exhibit 1 - Business and Functional Requirements" will be submitted as part of the Functional Requirements Document:

- Historical Data Conversion - All historic data will either not be converted or migrated over as is in archive format
- GIS Integration – The proposed solution will not be integrated with State's GIS solution
- Offline Mobile Capabilities – The proposed solution will not provide offline (disconnected) capabilities for mobile inspections. Inspections will be conducted using a connected mobile device.

### **21.103 Environment**

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

The State has methods, policies, standards and procedures that have been developed over the years. All services and products provided as a result of this Contract must comply with all applicable State IT policies and standards.

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

All software and hardware items provided by the Contractor must run on and/or be compatible with the Michigan Department of Technology, Management and Budget (DTMB) Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract.

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 use of these tools and any additional costs associated with these tools. The DTMB Project Manager must approve any tools, in writing, before use on any information technology project.

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



Article 3, Section 3.001, Subsection 5.1 State Standards contains relevant terms on State standards.

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

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

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

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

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

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

- DTMB Single Sign On (SSO) for user login
- DTMB provided SQL security database
- Secured Socket Layers
- Secure ID (State Security Standard for external network access and high risk Web systems)

**The State's enterprise shared solution environments include:**

- *Query and Reporting Functionality* through SAP BusinessObjects
- *Address Standardization Functionality* through SAP Data Quality Management
- *Extract, Transform, and Load Functionality* through IBM DataStage, QualityStage, and Information Analyzer
- *GeoData Services* such as a geospatial data warehouse (MS SQL Spatial) and an enterprise ArcGIS Server as an application tier

**IT Vision, Mission and Goals:**

<http://www.michigan.gov/dtmb/0,5552,7-150--239486--,00.html>

**IT eMichigan Web Development Standard Tools:**

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

**IT testing management tools**

It is highly recommended that the Contractor utilize a software product to manage all testing efforts related to the integration of the MLCC Salesforce.com system. The automated testing of the integrations, configurations, unit testing and system testing is recommended.

The State standard testing management tool is Microsoft's Team Foundation Server 2013.

An additional tool to simplify User Acceptance Testing management is TestRail software.

**Contractor Assumptions:**

The State will make available to the Contractor access to their existing Microsoft Team Foundation Server 2013 environment, and provide sufficient user licenses for both the Team Foundation Server and TestRail software to complete the required testing for this project

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

The State will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates: <http://www.michigan.gov/suite>



The State of Michigan utilizes both Waterfall and Agile project management methodologies. The Contractor will be held to the deliverables, timeframes, and payment schedules as outlined in this Contract and any Statements of Work added through the change management process independent of the project management methodology used.

The acceptance criteria and approval process is defined in detail in Article1, Section 1.500.

### **Contractor Commitment**

Contractor is committed to providing a cloud-enabled solution based on the Salesforce platform that aligns with the State's strategic objectives to deliver scalable IT solutions that are cloud first.

### **Contractor Assumptions**

Salesforce.com has provided the State a statement of understanding and intent to comply with the identified items below, and State has conducted, validated and accepted that the Salesforce.com solution complies with the items below:

- Enterprise IT Security Policy and Procedures
- Security Environment
- Enterprise Shared Solution Environment
- IT Vision, Mission and Goals
- IT eMichigan Web Development Standard Tools
- IT Testing Management Tools
- State Unified Information Technology Environment (SUITE)

Based on the above assumptions, Contractor acknowledges that their solution and services for the Solution incorporates adherence to State policies and standards listed above.

## **21.104 Work and Deliverables**

The following required milestones, deliverables and tasks must be completed for the **Global Requirements** and each functional department of MLCC: **Licensing, Enforcement, Executive Services and Finance.**

As a high level overview MLCC expects Contractor to lead or support MLCC in the development of the following project deliverables – the specifics of these deliverables and assigned owners are provided in the subsections below:

- Project Plan
- Weekly Status Reports (including Action Items, Issues and Risks, Milestones)
- As-Is Process Diagrams and Narratives
- Business Requirements
- Functional Requirements
- Non-Functional Requirements
- Fit/Gap Analysis Report
- To-Be Process Diagrams and Narratives
- Conceptual Architecture Design
- Implementation Plan
- Detailed Design Artifacts, including:
  - Configuration and Installation Design
  - Integration Design
  - User Interface Design
  - Data Migration Design
  - Data Conversion Plan
- Test Plan



- Test Cases
- Training Plan
- Training Materials
- Training Sessions
- Deployed *Salesforce.com* Application with Migrated Data in Production Environment
- End-User Operations Manual
- Administrator Operations Manual, including:
  - Roles and Security Configuration
  - Configured Users Mapping
  - Configured Objects Identification and Mapping
  - Standard and Custom Fields
  - Workflow, Assignment, Escalation Rules
  - Queues
  - Data Quality and Cleansing Process
  - Third-Party Integration
  - Customizations
  - Deployment Checklist

Article 1, Section 1.501 provides the Deliverable Acceptance Criteria for all deliverables listed in this section (Article 1, Section 1.104). The acceptance criteria listed within each subsection below (A – I) is to be considered partial acceptance until acceptance under Article 1, Section 1.501 occurs.

### **Services and Deliverables to be Provided**

Contractor estimates a fifteen (15) month engagement from the date of execution of the contract (“**Final Completion Date**”). The process for this project is based on the implementation approach and plan that will be defined during project kickoff. The following sections include the work and deliverables that the Contractor will be required to perform and /or submit to the State during contract term.

#### **A. Confirm Infrastructure**

This step ensures that the project infrastructure is planned, vetted and in place in order for the project design, development and build can take place. This includes locations, network, hardware (physical, virtual and cloud), development software and associated logistics. The Technical Architecture Plan artifact is created.

Confirmation of the project infrastructure is usually done in parallel with a review of the technical infrastructure. This review includes network, hardware, operating system and desktop software, and determination of what changes in infrastructure, if any, are required for the production system.

#### **EA Solution Assessment Worksheet**

The Contractor must work with the State’s System Architect, assisting in the creation of the Enterprise Architecture Solution Assessment document package. This assessment, documents the Contractor’s and the State’s proposed hardware, software, interfaces, firewalls, data structure, security and user ID management. Any exceptions to the proposed hardware and software/tools listed in the EA Solution Assessment Worksheet require documentation and justification within the State’s EA Workshops.

The Contractor must participate in EA solution assessment workshops with the EA group to review, discuss and complete the EA Assessment Worksheet. The State will assign a liaison from the State project team to work with the EA group and track the overall progress of the workshop sessions and approval of the EA Assessment. The Contractor will assist as required, to complete the Enterprise Architecture Solution Assessment Worksheet working with the State’s System Architect and EA Group.



### **Contractors Commitment**

Contractor shall implement a fully functioning Solution meeting all contractual requirements without the need of additional third party software or hardware to be purchased by MLCC. Deloitte may recommend to MLCC to increase user licenses, storage, or obtain applications from Salesforce or AppExchange for enhancements and unanticipated user requirements.

Deloitte will work the State of Michigan DTMB Enterprise Architecture Group and System Architects, provide all the necessary assistance to define and create the Enterprise Architecture Solution Assessment (EASA) document and related artifacts. Deloitte will participate in EA solution assessment workshops to review, discuss and complete the EA Assessment Worksheet.

Deloitte and Salesforce have submitted the preliminary Enterprise Architecture Solution Assessment (EASA) Worksheet as in Exhibit 4 of the proposal response.

### **Deliverables**

- EA documentation developed in collaboration with the State.
- Provide available documentation of all necessary Salesforce based software, interfaces, firewalls, data structure, security and user ID management.
- Provide relevant technical documentation in collaboration with Salesforce and the State.

### **Acceptance Criteria**

- Approval of EA Solution Assessment Worksheet by EA Group
- Completed EA Solution Assessment approved by State PM

### **Project Security Plan & Assessment (DIT-0170)**

The Contractor must provide input to the Office of Enterprise Security (OES) to support the Security Plan and Assessment for the State of Michigan MLCC Salesforce.com integration. In this task, the Contractor must engage the Project's Security Liaison, review State and Agency Security Policies, identify any security risks and describe how those risks will be mitigated and comply with the process to complete the Security Plan and Assessment (DIT-0170), including Data Classification and System Criticality sections.

### **Deliverables**

- Input to the Security & Assessment Plan (DIT-0170)
- Collaborate with State on the necessary security architecture, features, processes and procedures
- Comply with the State's described security approach for the project environments

### **Acceptance Criteria**

- Approval of the Security & Assessment Plan by OES and acceptance by the State PM

### **Technical Architecture Plan**

The Contractor must provide a Technical Architecture Plan containing detailed technical architectural diagrams with textual support describing the system, its function, software deployed to it, and how the State of Michigan MLCC SFDC Integration interacts with the other systems contained in the overall architecture. This information must be provided for each of the three (3) environments required for the project: Development, QA (Test), and Production. The Technical Architecture Plan must be updated throughout the project if any changes are made to the technical architecture. The technical architecture plan must include:

- Overall detailed architectural diagrams, including network topology, protocols and features, such as encryption, connection types and transfer rates where appropriate
- Encryption for sensitive data in flight and at rest
- Touch points to other systems
- Security Policy, Access Control and Auditing
- List all browser and versions supported by SFDC
- Obfuscation of sensitive data and session security



- All major system components, data flows and how they are installed in each server environment
- Other software required, such as client Licensing, including the total number of licenses and the structure of pricing and usage of the licenses (floating vs. workstation)

Deloitte will work closely with the State to define the Technical Architecture Plan and specification to define the current and target views of the technology portfolio, detailing the roadmap to the desired Salesforce architecture, while identifying the key work packages in the roadmap.

As part of developing the technical architecture plan, Deloitte will:

- Review and validate its proposed Licensing solution and technical architecture
- Map application components into a set of technology components (software or hardware), e.g. software modules, mobile devices, etc.
- Define inventory of applications, integrations, conversions, and systems required for this solution
- Define integrations points and requirements to develop integration architecture
- Assess platform and security requirements

As a cloud-based, multi-tenant application, the proposed Salesforce based solution has the following unique characteristics that simplify the approach and complexity of developing technical architecture plan:

- Neither Salesforce.com nor BasicGov's licensing solutions require any hardware or third party software to run its applications. Additional peripheral devices including mobile devices may be included as part of the technical architecture plan
- Additional software modules may be installed directly from Salesforce.com AppExchange to meet new requirements. These solutions are already pre-integrated into the Salesforce platform thus reduce the number of integration points required

Deloitte submitted the Breakdown of Related or Third Party Software in Exhibit 3 of the proposal response.

#### **Deliverables**

- Compliance with the technical requirements documented in Article 1, Section 1.103.
- Create Technical Architecture Plan that is compliant with the State's Enterprise Architecture

#### **Acceptance Criteria**

- Approval of Technical Architecture Plan and acceptance by the State PM

#### **Environment Installations**

The Contractor is responsible for working with the State to install the necessary hardware and software in accordance with the environment installation plans. The Contractor must ensure that all operating systems, services, security controls, and software are properly installed. The Contractor must document the results of each environment build when installed, as per the approved project schedule.

#### **Contractor requirement of the State**

Contractor requires multiple non-production instances(s) to be used to in the development, testing, integration and training activities. The following instances in the Salesforce cloud will be required by MLCC:

- Two (2) full sandboxes – used as the primary testing environment including performance, migration and load testing. A full sandbox provides access to a copy of the entire production instance, all configuration and all user data.
- Two (2) configuration only sandboxes – used as a supporting testing environment for user acceptance testing, integration testing and training. A configuration only sandbox provides access to all configurations but has a limit 500MB of data storage.
- Up to eight (8) developer sandboxes – used by the Deloitte and State staff for initial Salesforce configuration and unit testing. Developer sandboxes provide access to all application and configuration data. Multiple developer sandboxes are included as



### **Deliverables**

- Salesforce / BasicGov Environments built
- Assist the State with configuration of software as necessary
- Assist the State with configuration of any network devices as necessary
- Create users as needed and configure users into necessary security groups
- Deploy final installation of all Salesforce / BasicGov environments

### **Acceptance Criteria**

- Completion of all Salesforce / BasicGov environment builds
- Review and approve all Salesforce / BasicGov environment builds

### **Environment Installation Testing**

Upon completion of the installation of the environment, the Contractor must execute their installation tests to validate that installation was executed successfully.

The installation testing must include testing the connectivity to the State network infrastructure, as well as testing of the security access appropriate to the security zone that the environment is installed within. The Contractor must define and document the plan for testing failure points and the appropriate mitigation strategies. The Contractor is expected to work with State to conduct these test runs and review the results.

The Contractor is responsible for demonstrating that the complete environment can be restored to a fully operating state, with efficiency. Contractor should provide or help the State set up a redundant system that backs up State data that is in Salesforce.com.

The Disaster Recovery and Backup Plan will be based on the Salesforce.com's disaster recovery processes and standards. As the State has selected Salesforce already, the State accepts the disaster recovery and backup services and service level agreements provided by Salesforce.com. Salesforce provides a mirrored data environment in another Salesforce NOD, and also provides client's an archive capability. Creation of a backup environment outside of Salesforce for data backup is out of scope for this project.

### **Deliverables**

- Environments fully tested
- Develop a Backup and Recovery Plan
- Creation of the Backup and Recovery Plan
- Complete the environment installation tests

### **Acceptance Criteria**

- Completion of environment installation tests
- Approval of the implemented Backup and Recovery Plan after demonstration of restoration of the complete Salesforce.com environment and State data.

## **B. System Requirements and Design**

### **Objective**

The objective of the Requirements and Design Phase is to develop a mutual understanding between the MLCC project team and the selected Contractor with regards to the business requirements for Global system requirements plus each functional department for the State of Michigan MLCC Salesforce.com Integration. The Contractor will review the provided functional requirements, determine gaps between the functional requirement and the Salesforce product and map the functional requirements specification into the functional design specifications. Finally, the functional design specifications are translated into a set of technical system design specifications.

### **Description**

Design Phase begins the execution of the first project phase. Project Teams are defined and the Contractor completes the definition sessions to understand the State's requirements and overall functionality of the State



of Michigan MLCC Salesforce.com Integration. The following tasks are performed for Global system requirements plus each functional department:

### **Functional Requirements Definition**

The result of the Functional Requirements Definition task is a mutually agreed upon Functional Requirements Specification – which becomes the initial baseline for project design. The functional, technical, testing and services requirements for the system are reviewed and confirmed.

### **Contractor Commitment**

Contractor will use its Enterprise Value Delivery (EVD) for Salesforce.com playbook to accelerate the Requirements Gathering and Validation Process by reusing document templates, incorporating lessons learned from other projects, and conducting workshops to engage key stakeholders.

### **Activities include:**

- Select Requirements Analysis Technique
- Review of MLCC functional requirements as documented by AIC (Analysts International Corporation)
- Gap Fit Analysis of the provided functional requirements to the Salesforce product.
- Collection of any additional functional requirements as needed by Contractor
- Define technical requirements
- Define system test requirements
- Define acceptance test requirements
- Establish functional baseline

### **Deliverables**

- Lead requirement workshops and sessions to confirm and finalize functional, technical and services requirements with the State
- Provide input and clarifications to the State as needed
- Documented functional requirements
- Documented technical requirements
- Documented system test requirements
- Documented services requirements for system configuration

### **Acceptance Criteria**

- Functional requirements document complete and approved by State PM, MLCC Project Lead, MLCC SEMs for each functional area, and MLCC Management Representative.
- Technical requirements document complete and approved by State PM
- System test requirements document complete and approved by State PM
- Acceptance test requirements document complete and approved by State PM
- Required Contractor services document complete and approved by State PM

### **Functional Design and Technical Design**

During functional design, the functional requirements specifications are mapped into the functional design specifications. The overall structure of the solution is defined from a functional viewpoint. The functional design describes the logical system flow, data organization, system inputs and outputs, and processing rules. The goal of this activity is to define and document the functions of the solution to the extent necessary to obtain the MLCC project team approval to the level of detail necessary to configure the system. The functional and technical configuration requirements are all mapped to system design specifications.



**Activities include:**

- Determine system structure
- Design content of system inputs & outputs
- Design system interfaces
- Design system security controls
- Develop functional design
- Develop test cases

**Deliverables**

- Lead functional design workshops and sessions to confirm and finalize functional design
- Provide input and clarifications to the State as needed
- Complete functional system design
- Complete technical design
- Develop system test scenarios
- Conduct functional and technical design plan walkthrough for MLCC Project Coordinator and State PM

**Acceptance Criteria**

- Functional design document complete; approved by MLCC Project Coordinator, MLCC SMEs, and State PM
- Technical design document complete; and approved by State PM
- System test scenarios document complete; and approved by State PM
- Walkthrough meeting complete and meeting minutes approved by State PM

**C. Construction and Testing****Objective**

The objective of the Construction and Testing Phase is to configure the system to conform to the system design specifications.

**Description**

The tasks and activities of this stage result in the transformation of the system design into the complete executable representation of the solution. Functionality is tested to determine the solution meets predetermined functionality, performance, quality, and security requirements. System testing is conducted to validate the solution will operate in its intended environment, satisfies all the user requirements, and is supported with complete and accurate documentation. User Acceptance Testing (UAT) follows system testing, and solicits feedback from users for the Contractor to make any final adjustments before releasing the solution for implementation.

**Construction and Testing Plan**

The Contractor will provide an overall plan for the construction of the solution and the testing of the solution. The testing plan should be created to work with experienced UAT testers, and allow for the use of business area testers. It is preferable to have experienced UAT testers for greater efficiency. These plans will take the information created in the design phase and further define the specific tasks and associated resources required to execute the tasks. These plans can be detailed as updates to the project schedule and can be provided to the State for incorporation into the master project schedule.

**Deliverables**

- Construction plan documented in the project schedule including detailed and specific tasks, start dates, end dates, resources and dependencies.
- Test plan documented in the project schedule including detailed and specific tasks, start dates, end dates, resources and dependencies.

**Acceptance Criteria**

- Updated project schedule provided to and approved by the State PM



### **Data Preparation and Data Migration Plan**

The State is responsible for leading and completing the effort to define, extract, and prepare the data to be migrated from the current State application to the Salesforce system. Contractor will provide as needed guidance to ensure preparation of data by the State meets data migration requirements.

The State will schedule meetings with the State's project team, subject matter experts and technical support to define the existing systems where data resides, identify and download the data to be mapped, identify fields to be mapped and identify fields in the Salesforce system where the mapped data will land. The Contractor will work with the State's Database Administer and System Architect as the mapping and migration work is done through completion.

The following State responsibilities have been built into the project's scope, timeline, activities and deliverables.

1. The State is responsible for extracting any source data to be loaded into Salesforce.com
2. The State is responsible for cleansing and transforming any data to be loaded into Salesforce.com
3. The State is responsible for conversion of any data identified outside of systems identified in the RFP into Salesforce / BasicGov solution.

### **Deliverables**

- Provide support to the State to map data to Salesforce fields and tables
- Creation and delivery of a data dictionary for the project
- Provide support to the State for data preparation for construction activities and testing activities

### **Acceptance Criteria**

- Data map for migration approved by State PM and MLCC Project Lead
- Data dictionary approved by State PM and MLCC Project Lead
- Data Preparation and Data Migration plan complete and approved by State PM

### **Configuration Deliverable**

The Contractor is responsible for configuring the software to match the system requirements needs for Global system requirements plus each MLCC functional departments: Licensing, Enforcement, Executive Services and Finance.

### **Deliverables**

- Configured system per the system requirements and designs for Global system requirements plus each of the MLCC functional departments: Licensing, Enforcement, Executive Services and Finance.

### **Acceptance Criteria**

- Acceptance will be provided as part of the Go-Live for Global system requirements plus each of the MLCC functional departments: Licensing, Enforcement, Executive Services and Finance. Reference section 6.0 of this Article 1 document

### **Integrations**

The Contractor is responsible for determining the required interfaces to the MLCC Solution based on the functional requirements and providing the technical designs for these interfaces. The Contractor is also responsible for the development of the interfaces between the SFDC system and the selected State systems. The State Project Manager and MLCC Project Lead will work with the Contractor to identify the required interfaces, provide the access to the existing systems to be interfaced, provide the right State resources for technical assistance and direction for the State systems; and will provide any inter-departmental or inter-agency agreements required for cooperation with MLCC to gain access to systems and resources.

### **Contractor Responsibility**

- Coordinate with the State on questions and problems relating to interfaces
- Identify modifications needed to required interfaces



- Create Interface design documents
- Develop interfaces
- Perform unit testing on interfaces
- Provide integrations required for the successful integration of the solution as listed in the Scope of Integration Services as proposed in chart below.

Interface Name	On-going		Integration method
	Real-time	Batch	
HP Trim Interface		Inbound / Outbound	Web Services
Address Cleansing	Outbound		Web Services
Print Service (DTMB Print and Mail Services)	Outbound		FTP/SFTP or Email
Payment Gateway	Outbound		Web Services
FingerPrinting	Outbound		Web Services
NAABCA		Outbound	DataExport and Email/FTP, Web Services
Spartan		Outbound	DataExport and Email or Web Services
ADA		Outbound	DataExport and Email
MAIN Accounting System	Outbound	Inbound	Web Services /Data Import
LARA	Outbound		Link or Deep link
Document Signing	Outbound		App exchange- Web Services
EFT Data	Outbound		Web Services
Cash Receipting System	Incoming		Web Services
Interface with Retail database	Outgoing		Deep Link
Interface with Sales People database.	Outgoing		Deep Link

**Deliverables**

- Interface design documents
- Integration to the State of Michigan systems as required by the functional requirements documents
- Creation of the required interfaces
- Updates to the project schedule for specific tasks associated with all interfaces, including tasks, start dates, end dates, resources and dependencies.

**Acceptance Criteria**

- Approval of Contractor prepared Interface design documents by the State PM
- Demonstration of successful integration to required State of Michigan systems
- Final approval and acceptance will be provided as part of the Go-Live for Global system requirements plus each of the MLCC functional departments: Licensing, Enforcement, Executive Services and Finance. Reference section 6.0 of this Article 1 document



### **Transition and Operations Planning Deliverable**

The plan to complete the operations transition must be documented by the Contractor, working with the State, in the Operations Transition Plan.

#### **This plan shall include, at a minimum:**

- Transition schedules and tasks
- Software deployment strategy
- Personnel requirements
- Facilities
- Risk mitigation strategies
- Management controls
- Reporting
- Define the relationships and responsibilities between the Contractor and State personnel for State of Michigan
- Acceptance criteria

#### **Deliverables**

- Operations transition plan

#### **Acceptance Criteria**

- Approval of operations transition plan by the State PM

#### **System Testing**

The test plan created as part of the deliverable in Article 1, Section 1.104 (C) will be executed for system testing. Once the Salesforce system is fully installed and integrated, system testing is conducted to validate that the product will operate in its intended environment, satisfies all user requirements and is supported with complete and accurate operating documentation. Anomalies identified at this step are recorded and tracked to resolution. System testing will take place as part of each development cycle for the functional departments of MLCC: Licensing, Enforcement, Executive Services and Finance.

The Contractor must schedule, coordinate, and perform all system testing activities including integration, load, stress, and performance testing. The Contractor is responsible for generating all test data for the system testing activities. The State will provide assistance and input to assist Contractor with the development of appropriate test data.

The Contractor must correct defects discovered during system testing by following normal application development procedures – modifying the appropriate configuration items in the development environment, unit and integration testing the change and promoting the configuration and new development items to the testing environment.

The State is responsible for supporting the Contractor in system testing of the completed Solution.

The Contractor will lead periodic problem review meetings with the State, to analyze defects and failed tests. The Contractor will review common defects and failed tests reported in system testing and collaborate with the State to improve configuration, development and testing processes with the objective of minimizing the occurrence of these issues and improving the efficiency.

It is highly recommended that the Contractor utilize a software product to manage this and all testing efforts related to the integration. Per Article 1, Section 1.103 Microsoft Team Foundation Server 2013 is the recommended IT Testing Management Tool.

#### **Deliverables**

- Create test scripts
- Create test procedures
- Create test data



- Execute test scripts
- Ensure that data is loaded to the Test Environment and refreshed as needed throughout testing
- System Test results
- Conduct load, stress, and performance testing
- Documentation of all test results
- Record defects
- Review failed test scenarios and recommend most efficient and accurate resolutions
- Defect resolution
- Modify test scripts and scenarios, as needed throughout testing
- Create additional test scripts and scenarios, as needed throughout testing
- Retest resolved defects and perform regression testing
- Provide customized data or interface files, as needed, to complete test scenario execution
- Conduct status meetings as required

#### **Acceptance Criteria**

- All system tests pass
- Complete documentation of all tests approved by State PM

#### **User Acceptance Testing (UAT)**

The test plan created as part of the deliverable in Section 1.104 C will be executed for User Acceptance Testing. Anomalies identified at this step are recorded and tracked to resolution. User Acceptance Testing begins after successful completion of System Testing. UAT will take place as a part of each sprint for the functional departments of MLCC: Licensing, Enforcement, Executive Services and Finance.

The Contractor must provide the final version of system software prior to the start of UAT. The version of software to be tested in UAT is considered the version that the system will Go-Live with, pending changes as a result of UAT.

As indicated in the RFP, the State will take the lead in conducting the UAT, with the support of the Deloitte team where applicable. The Contractor is responsible for participating and supporting the State's users in UAT of the entire State of Michigan MLCC Salesforce.com Integration. This activity includes specifying dates and time for end users to conduct testing, training on any tools to assist end users on how test results will be produced, viewed, and reported.

#### **Approach**

Contractor will work with the State to develop the UAT test cases, set up test data and provide a test environment that is configured to replicate the production environment for UAT following the process defined in the UAT Test Plan. Contractor recognizes that the State, comprised of various stakeholders, will execute UAT test cases as defined in the Test Plan. Additional data may be created to support the initial testing and retesting efforts in UAT. An inventory list is maintained with the software configurations that are to be installed for the production version. Any upgrades required for the production version are applied to the UAT environment and is performed in conjunction with the State staff approvals.



The table below outlines the approach and responsibilities for completing the deliverables for UAT.

Deliverable	Approach
<b>UAT test cases</b>	The UAT Test cases will be development by MLCC testing teams with support from Deloitte Test team. The UAT Test cases will be developed in conformance with the approved business requirements for each of the functional departments of MLCC: Licensing, Enforcement, Executive Services and Finance
<b>UAT test scenarios</b>	The UAT Test scenarios will be created by MLCC team and traced to approved functional requirements for applicable MLCC functions and department. Deloitte will support MLCC with the system tested codebase and test data needed for the execution of the UAT scripts
<b>UAT results</b>	Results of UAT testing will be captured by UAT testers in Test Rail, as identified in the RFP
<b>Ensure that data is loaded to the Test Environment</b>	The Deloitte Test Manager will coordinate with the infrastructure support team to ensure that transactional test data as well as metadata is loaded in the UAT environment and refreshed as per the schedule identified in the UAT Test plan
<b>Provide customized data or interface files to the State, as needed, to complete test scenario execution</b>	The Deloitte Test team will work with MLCC team to provide customized data or interface files, as needed, to complete test scenario execution
<b>Provide UAT training to State of Michigan UAT testers</b>	Deloitte Testing Team will provide UAT training to end users to prepare them for user acceptance testing
<b>Assist with the creation of the UAT Test schedule</b>	The Deloitte Test Manager will be responsible to coordinate with the State MLCC team and assist in creation of UAT Test schedule in accordance with the other Project schedule tracked by the MLCC leadership team
<b>Review failed test scenarios and recommend most efficient and accurate resolutions</b>	Failed Test scenarios will be reviewed against the business functional requirements to identify deviations from the expected functionality. Failure of scenarios due to technical limitations or requirement conflicts will be reviewed with MLCC SMEs for mutually agreed resolution
<b>Participate in Problem Review meeting(s)</b>	Appropriate Deloitte Test Team members will participate in State lead problem review meetings to analyze defects and failed scenarios A formal Acceptance Test Report will be created to summarize the test procedures executed, any problems detected and corrected, and the projected schedule for correcting any open problem reports
<b>Correct defects found</b>	Defects identified during the UAT testing phase will be triaged, classified prior to being routed to the appropriate development team member for resolution. The severity and priority of the defect will determine its prioritization for resolution
<b>Conduct status meetings</b>	During the UAT phase, the Deloitte Test Manager will conduct periodic triage discussions with interfacing teams and MLCC stakeholders to update on the status of the defects as well as identify resolution steps and timing to complete

The Contractor must provide support for the duration of UAT. The testing process must include the ability to advance the testing clock to provide for a complete test of the lifecycle of cases over many simulated months or years, if and as required.

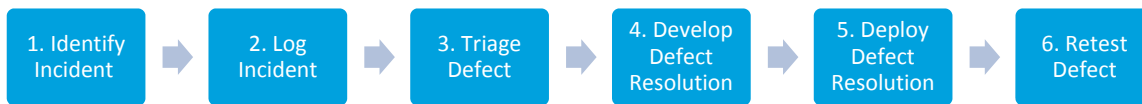


The Contractor must also correct defects discovered during UAT by following the Defect Management process outlined in this document, and Contractor will follow normal application development procedures – modifying the appropriate configuration items in the development environment, unit and integration testing the change and promoting the configuration and new development items to the testing environment. Promotions to the testing environment must occur on a regularly scheduled basis (e.g., daily) unless it is an emergency (e.g., UAT cannot complete until all problems are resolved or appropriate resolution plans are prepared).

### Defect Management Process for UAT

Contractor will be responsible for Defect Triage and Defect resolution mechanism based on the procedures defined in the UAT Plan. Each defect will go through a cycle of solution identification, code change, unit testing, integration testing and regression testing before it is made available for the UAT testers to retest.

The following process will be used to effectively resolve defects:



Defects will be logged and categorized in Test Rail by severity as defined below:

Severity	Description
<b>1 – Critical</b>	Critical workflow, process, or interface experiencing a process blocking issue with no feasible workarounds
<b>2 – High</b>	Critical workflow, process, or interface experiencing a non-process blocking issue where workarounds are possible
<b>3 – Medium</b>	Non- critical workflow, process, or interface experiencing a non-process blocking issue where workarounds are possible
<b>4 – Low</b>	Cosmetic changes, suggestions for improvement
Priority	Description
<b>1 – High</b>	Testing activities cannot continue, this defect will have a major impact to the testing schedule
<b>2 – Medium</b>	Testing activities can continue in a number of areas, this defect will have some effect on the testing schedule
<b>3 – Low</b>	Testing activities can continue, this defect has no impact on the testing schedule

Contractor will work with MLCC team members to develop mutually agreed-upon criteria for the go-live. These criteria will vary across distinct defect categories, such as Environments, Data, Configurations, Code, etc. An example of test criteria for the Code category would be:

- No outstanding severity 1- critical defects
- No outstanding severity 2 defects (unless agreed upon by MLCC); for the agreed upon defects there will be an action plan
- Action plan for resolving open UAT defects is signed off
- Medium and Low Priority defects identified but not necessarily resolved



**Deliverables**

- Assist State users in development of UAT test cases
- Assist State users in development of UAT test scenarios
- Assist State users in tracking of UAT results
- Assist State users in loading data to the Test Environment
- Provide customized data or interface files to the State, as needed, to complete test scenario execution
- Provide UAT training to State of Michigan UAT testers
- Assist with the creation of the UAT Test schedule
- Review failed test scenarios and recommend most efficient and accurate resolutions
- Participate in Problem Review meeting(s)
- Correct defects found
- Conduct status meetings

**Acceptance Criteria**

- 100% UAT test cases executed with mutually agreed UAT exit criteria for number of defects by severity category.

**D. Training (Planning & Delivery of) and Documentation**

**Training**

Together, the Contractor and State staff will provide training for the training audience identified below. Each training audience and the responsible training group are noted below. Highlights from the Contractor’s planned training approach are also listed. Additional details on the Contractor’s training approach, activities, and deliverables are provided in Exhibit 5 – Training Plan of the response.

Audience Type	Description	Staff Responsible for Training
Technical Staff -	Technical staff responsible for performing system maintenance on the system; including data conversions and report writing	Contractor
State System Administrator Staff	Agency administrator staff responsible for assisting users, participating in system enhancement analysis, and troubleshooting	Contractor
State Staff Trainers	Staff responsible for training State end users	Contractor
UAT Testers	Agency user representatives who will execute enterprise solution acceptance testing	Contractor
State End Users*	State employees who will be using the system in the course of their daily tasks on a regular basis.	State Staff Trainers
Citizen End Users*	Citizens who will access the Salesforce system to request services related to licenses for themselves or their businesses	Out-of-Scope

The Contractor will develop a training plan documenting how the identified State staff will be trained to operate and maintain the Solution. The plan must include a list of all formal courses provided by the Contractor to State staff along with a profile of who should attend each class. The Contractor must also provide a list of any pre-requisite classes the State staff needs to operate and maintain the Solution. For planning purposes the numbers of State staff who will need to be trained are 43 on the Licensing Module, 65 on the Enforcement Module, 27 on the Executive Services Module, and 15 on the Finance Module for a total of 150.





Three distinct training delivery methods will be deployed:  
 Knowledge Transfer (includes classroom training where applicable)  
 User Acceptance Testing (UAT) Training  
 • Train-the-Trainer Training

Method	Definition and Purpose
<b>Knowledge Transfer</b>	<ul style="list-style-type: none"> <li>Process of preparing technical and administrator users to assume responsibility for the ongoing maintenance and configuration of the system through side-by-side demonstrations as well as staged learning through study, practice and use</li> </ul>
<b>User Acceptance Testing (UAT)</b>	<ul style="list-style-type: none"> <li>Trainers are given classroom-based training on the basic navigation of the system and then given sample testing scripts to guide them on how to test</li> </ul>
<b>Train-the-Trainer</b>	<ul style="list-style-type: none"> <li>Preparation for State trainers to deliver end user training to state end users. Trainers will be instructed in the course material, and will be given an opportunity to 'teach back' the material to demonstrate proficiency</li> </ul>

**Contractor Assumptions:**

- While citizens will be users of the system, training for citizens is not within the scope of this project.
- All training led by the Deloitte Implementation Team will be conducted at State facilities in Lansing, MI, another training lab within Lansing, MI or virtually via webinar
- Training rooms/space will be available as scheduled by the State, taking into consideration peak seasons and other scheduling conflicts
- When the Deloitte Implementation Team uses the provided classrooms to carry out training activities, it is assumed that these classrooms have sufficient hardware, software, computing capability and network access, and supporting materials for the training sessions
- During training, the Deloitte Implementation Team will provide technical support for the solution and Salesforce-provided materials
- The Deloitte Implementation Team will provide and or enter training environment data and will be responsible for maintaining the training environment including refreshing the training database throughout the project duration.
- The State will assign an individual to work with the Deloitte Implementation Team to coordinate training. The State resource will be responsible for scheduling staff and facilities, and logistics including printing training materials and assisting with training registration and tracking.
- Training will occur on dates/times mutually agreeable to the Deloitte Implementation Team and the State, and conducted in a timeframe to allow the trainers to be adequately prepared to train end users, and for end users to be prepared to use the system
- The State will identify and register State Staff Trainers to participate in each Train-the-Trainer session, as well as slot these trainers into training roles defined by the Deloitte Implementation Team

**State Responsibility**

- Provide physical training location with required hardware to facilitate planned training
- Participate in knowledge transfer activities
- Review and approve training and user support materials
- Attend Train and Trainer and UAT Training sessions
- Schedule staff and coordinate facility setup
- Provide End User Training to staff

**Contractor Responsibility**

- Ensure training environment is set up and complete prior to and during the training period
- Provide required number of training software seats (based on class size and number of classes)
- Ensure that data is loaded to the Test Environment for training
- Provide customized data or interface files to the State, as needed, to complete user training
- Provide Train the Trainer and UAT Training

**Deliverables**

- Comprehensive training plan designed to meet integration, operation and configuration needs of the State for Global system requirements plus each functional department
- Listing of formal training courses, recommended audience, duration and schedule for each course
- Provide recommendations as pre-requisite skills and the level of expertise required to support and operate the Solution
- Delivery of the planned training courses to State of Michigan project team and staff

**Acceptance Criteria**

- Approval of comprehensive training plan designed to meet implementation, operation, and configuration needs for each Phase
- Approval of listing of formal training courses, recommended audience, duration and a current schedule for each course
- Approval of description of training courses delivered
- Approval of recommendations as pre-requisite skills and the level of expertise required to support and operate the Solution
- Delivery of training with documentation of dates, times and attendance
- All above to be accepted and approved by the State PM

**Documentation**

User manuals

Technical manuals

1. A minimum of two (2) copies of the following documentation in an electronic format will be provided:
  - a. User and Technical Manuals - On-line
  - b. Data Element Dictionary
  - c. Operations Manual
  - d. All updates of documentation during the term of the Contract, software license and maintenance agreement
2. The following documentation is provided for all software:
  - a. System-wide documentation and specifications
  - b. Installation procedure
  - c. Testing scripts
  - d. Production migration
3. The documentation of components, features, and use of the software shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.
4. The Contractor must notify the State of any discrepancies or errors outlined in the system, operations, and user documentation.

**Acceptance Criteria**

To be acceptable to the State PM the MLCC SMEs and the MLCC Business Lead will ensure that the:

- Identified MLCC end users are proficient in the use of the software.
- Identified MLCC system administrators are proficient in the administration of the software.
- Identified DTMB technical staff is knowledgeable in the maintenance and support of the software.
- End User, System Administration, and Technical manuals are submitted in both electronic and written formats.



## **Supporting Documents**

The Contractor will deliver final versions of the following documents to the DTMB PM for approval and signoff prior to beginning training activities.

- Training Plan
- End user training materials (No Template)
- Technical training materials (No Template)
- Administration training materials (No Template)

Upgrades and new versions to the system that affect end-user functionality will include training at no additional cost (e.g. classroom or online training, training flier, release features, etc.)

All training manuals, training plans and other documentation provided become the property of the State. If not otherwise indicated documentation is to be provided in electronic format such as Microsoft Word, PDF.

## **E. Implementation for Global System Requirements plus Each Functional Department**

### **Objective**

The objective of the Implementation is to prepare the production environment and State project team and MLCC end users for the deployment of the system; and to deploy the system including the Global system requirements and each of the four functional areas of MLCC: Licensing, Enforcement, Executive Services and Finance.

### **Description**

The Implementation Phase involves verification that the production environment software is production ready. Once the preparation is complete, a detailed cutover task list and schedule are prepared. Planning and schedule will include checkpoint milestones and associated rollback procedures, in the event that the cutover must be called off. Each task will be performed per the schedule to meet specific milestones for the cutover to the production environment and to verify the readiness of the production environment. The results of this verification will drive a “go/no go” decision from the State to move to the live production system. If there are significant issues with the production environment and system, the planned deployment may be rolled back, per procedures.

### **Production Cutover Plan**

The Contractor develops a cutover plan which provides the list of interrelated steps and activities that must be coordinated to ensure a smooth and successful cutover to the production system. This is equivalent to the notice of site preparation identified in Article 3, Section 3.001, Subsection 8.2.

A high-level checklist will be prepared, for general consumption within the agency, to communicate the cutover schedule. A detailed, step-by-step checklist is prepared for the project team to follow.

The cutover plan is followed during the production cutover phase.

### **Deliverable**

- Cutover plan
- “Go/No-Go” check list

### **Acceptance Criteria**

- Approval of the cutover plan by the State PM
- Approval of the Go/No-Go check list by the State PM and MLCC Project Lead



## Perform System Implementation

The Contractor must provide the necessary resources to install the Solution onto the production environment per the cutover plan. Any and all issues must be resolved during the installation procedures prior to cutover to the new software.

### Deliverable

- Installation of the Solution onto the production environment
- Follow the cutover plan
- Review and complete the Go/No-Go check list with the State team
- On-site support for the cutover to the new software

### Acceptance Criteria

- Approval of the Solution installation by the State PM

## Installation Testing

The Contractor must test the State of Michigan MLCC Salesforce.com Integration in the State production environment to ensure the software is installed and functioning properly.

### These tests will:

- Ensure the environment is properly installed and configured
- Ensure the State of Michigan MLCC Salesforce.com Integration is completely functional
- Ensure all interfaces function properly
- Ensure data has been migrated to the production environment and is accessible to the system.
- Identify any defects or problems in the environment against expected results for all tests

### Deliverables

- Properly test the production environment to ensure it is fully installed and operating properly
- Ensure data has been migrated to the production environment
- Resolve any issues/problems for installation
- Documentation of all installation test results

### Acceptance Criteria

- Acceptance of installation test results by the State PM

## Go-Live

During the Go-live activities, the Contractor will be expected to provide resources to support the MLCC end users and operations during each of the go-live phases for the Global system requirements and the four functional areas of MLCC.

The Go-Live is a result of the cutover plan.

### Deliverables

- System operational in the production environment.
- Resolve any system related issues or problems identified in the production system
- Documentation of issues
- Documentation of resolutions to issues completed within production startup phase
- Provide support during production startup phase for a total of 15 business days
  - Onsite support at State of Michigan for 5 business days
  - Remote production support for 10 business days from Contractor location

### Acceptance Criteria

- Signoff from the State Management team to accept the successful Go-Live of Production at completion of each of the four production startup phases



### **Post Implementation Evaluation Report (PIER)**

The Contractor is responsible – with input from the State – for completing the Post-Implementation Evaluation Report for Global system requirements plus each functional department of MLCC.

#### **Deliverable**

- Complete the Post Implementation Evaluation Report
- Correct any identified deficiencies

#### **Acceptance Criteria**

- Approval of Post Implementation Evaluation Report by the State PM

### **Performance and Reliability Evaluation (PARE)**

To ensure fully functioning modules before payment of Milestone 4 a PARE will be required for each module that is required to be complete for each milestone. Section 1.502 – Acceptance for Milestone Payments contains the requirements for a PARE. A PARE will be conducted as part of each sprint (group of license types) completion.

### **F. Warranty**

The warranty in this section applies only to the completed MLCC Salesforce.com Case Management System

#### **Objective**

Contractor is required to support the completed MLCC Salesforce.com Case Management System for ninety (90) days after Final Acceptance (“**Warranty Period**”).

#### **Description**

During the Warranty Period, Contractor warrants that the system functionality directly related to the configuration of the Salesforce software or to any and all custom development, data migration, interface, etc., engineered, built, integrated by Contractor or Representative of Contractor will function as required by this contract.

If, within the Warranty Period, the Solution fails to comply with this warranty, Contractor will repair, as necessary and at no cost to the State, to bring the system into compliance with this contract and the requirements defined within and/or by supporting documents.

The State is responsible to notify Contractor of the failure in an appropriate manner; i.e. email, phone, fax, in person or in writing, describing the correct operation, providing the Contractor with adequate documentation and/or evidence to reproduce the failure, and, when necessary, demonstrating the failure so that the cause of the failure may be traced and corrected. The Contractor will make such warranty repairs as expeditiously as possible, following notification from the State. The Contractor will agree to the response times and service support levels as defined in the EA Assessment document resulting from project activities associated with Article 1, Section 1.103.

For the purpose of this project, “Defect” means any reproducible error in the Solution that is not in compliance with the required functionality defined by this contract and the requirements defined within and/or by supporting documents.

#### **Deliverables**

- Creation of a Warranty Services Plan
- Provide warranty services as defined in the Warranty Service Plan
- Defect repair - MLCC Salesforce.com Integration bugs repaired at no cost to State

#### **Acceptance Criteria**

- Documentation of the Warranty Services Plan approved by Procurement Lead



## **G. Maintenance and Support**

### **Objective**

The Contractor will provide maintenance and support from Final Acceptance until the end of the Contract Maintenance and Support period, as defined in the approved project schedule. Payment for Maintenance and Support is handled under Article 1, Section 1.601 item 2.

The Contractor must work with the State to perform a knowledge transfer on the State of Michigan MLCC Salesforce.com Integration. This knowledge transfer shall include involving State personnel in ongoing configuration activities.

### **Description**

The Contractor will provide Level 1 maintenance and support which includes items such as:

- Access to service packs through electronic media (i.e. downloads, dvds, etc)
- Installation of service packs
- Access to new versions of the MLCC Salesforce.com Integration
- Access to new and revised documentation
- Phone support

### **System Maintenance**

The Contractor is required to develop a System Maintenance Plan which will include new releases, patches, updates, and scheduled maintenance. The Contractor will include a complete description of their maintenance and support services within the plan. The System Maintenance Plan will also include the known and estimated release schedule for the above listed maintenance activities.

The maintenance plan will become active after completion of all four functional department implementations and the completion of the all warranty periods.

The State intends to identify individuals from DTMB to participate, on a full-time basis, in ongoing production support activities. DTMB staff shall have the requisite skills to participate on the team as identified by the Contractor in the transition plan.

The Contractor will ensure that the new system, including Salesforce software, interface software, drivers and custom software is current on service packages as well as any new versions and/or releases. System maintenance will transition to the State after the Warranty Period (three months) and six months of post implementation support/knowledge transfer after Final Acceptance.

The Contractor must include support services during the maintenance and support period at sufficient levels to ensure, at a minimum, that:

1. service packs are installed
2. upgrades are installed
3. hot fixes are installed
4. defects with code are resolved
5. defects resulting from configurations are resolved
6. the overall system is kept in good running order

### **Contractor Commitment for System Maintenance**

The details of patch releases, version updates, and new releases of Salesforce portion of the Solution are provided by Salesforce. Contractor will work with the State to develop a detailed System Maintenance Plan that will outline the details and approach of managing software upgrades, patch releases, and version updates provided by Salesforce.



Salesforce Version Control	<p>Value to State</p> <p>Because of Salesforce multi-tenant architecture, Salesforce.com is able to provide all of our customers with a service based on a single version of our application. We are able to upgrade all of our customers at the same time with each release. As a result, we do not have to maintain multiple versions of our application. Each release will be delivered automatically in a transparent manner, and will not break your configurations</p> <p>All upgrades, patches, and other system maintenance are provided at no additional cost to the State. Salesforce.com releases 3 complimentary upgrades each year as Winter, Spring, and Summer versions. Each time Salesforce.com releases a new version of the application and the platform, the entire community can take advantage of the latest innovations from our product development team.</p>
Software Migration Paths	<p>Prior to any major release, Salesforce.com publishes a comprehensive Release Notes document describing the new features, and functionality. Documentation is subsequently posted in Help &amp; Training one month prior to upgrading non-Sandbox instances.</p> <p>Administrators are able to track major release dates and times from <a href="http://trust.salesforce.com/trust/maintenance">http://trust.salesforce.com/trust/maintenance</a> approximately one month before their release to Sandbox instances. An email notification and blog post regarding Sandbox preview instructions is also sent approximately one month prior to upgrading Sandbox instances.</p>
Upgrade Notifications	<p>The Release Notes document describing the new features and functionality is posted in Help &amp; Training one month prior to upgrading non-Sandbox instances. Final release reminders are communicated to all customers approximately one week prior via email and upon logging into Salesforce.com.</p>
Software Upgrades	<p>Salesforce.com continues to innovate releasing 3 complimentary upgrades each year, in Winter, Spring, and Summer versions included as part of the proposed license subscription. All Salesforce users are always on the latest version of our platform because everyone gets instant upgrades (on an opt-in basis).</p> <p>All upgrades, patches, and other system maintenance are provided at no additional cost to MLCC and are included in the proposed license subscription.</p>

**Support**

The Contractor will support the new system. Support As noted in the here in Article 1, Section 1.104(G) and in Article 3, Section 3.002. Support will transition to the State after the Warranty Period (three months) and six months of post implementation support/knowledge transfer after Final Acceptance.

**Contractor Commitment for Support**

Contractor will deliver Solution support services based on a Tiered Support Model. Contractor and the State agree to a shared responsibility model with the State (MLCC and DTMB) handling Tier 0 and Tier 1, while Tier 2 and Tier 3 will be the responsibility of Contractor. The Tiers are defined as:

- Tier 0 – Super User and Self Help – Desk side Support, Online Help and Training.
- Tier 1 – Day to Day Support – Fee Changes, Reports, Letters, New Fields, and New Pick List
- Tier 2 – Expert Functional & Technical Support – Retraining New Hires and Replacement Staff, Data Loading, Data Conversions, Workflow Modifications, Approval Process Changes, Integration Support, GIS Support/Integrations, and Batch Letter Setup.
- Tier 3 – IT Operations – Patches, Batch Jobs, Performance Monitoring, DBA, Patch Applications, Production Migrations
- Tier 3 – IT Infrastructure – Hosting & Storage, Network Configurations, DBA, Performance Tuning, Backup and Recovery



**Severity Levels for Reported Issues**

Reported issues and problems will be prioritized to ensure that support is delivered in a timely manner, but within agreed-to service levels and timeframes.

Severity Level	Severity Level Description
Severity 1	<p>A complete failure of an In-Scope System or supported process has occurred. There is no work-around for the problem.</p> <ul style="list-style-type: none"> <li>• Problem prevents completion of an action</li> <li>• Work cannot proceed until the problem is resolved</li> <li>• No available (approved) workaround</li> <li>• Numerous cases are involved</li> <li>• The problem causes many fatal system errors</li> </ul>
Severity 2	<p>Major problems exist within an In-Scope System or supported process.</p> <ul style="list-style-type: none"> <li>• Problem complicates the completion of an action</li> <li>• Problem affects the issuance of correct benefits</li> <li>• Many cases may be involved</li> <li>• Fatal errors may be occurring</li> <li>• Possible workarounds can be used to fix the problem; however continued use of workarounds may be inefficient, impractical, or error prone in the long run.</li> </ul>
Severity 3	<p>Problems exist with an In-Scope System or supported process that affect a few users on a regular basis, thereby preventing some work from being accomplished. A workaround does exist that has minimal impact to the end user.</p>
Severity 4	<p>Minor issues that are cosmetic in nature (e.g., font issue, sort order, misspellings)</p>

**Issue/Problem Resolution**

Deloitte will respond to Severity 1, 2, 3 and 4 problems with confirmation of receipt of incident when the incident is assigned to them. Deloitte will provide a workaround, fix, or estimated completion date after the problem has been diagnosed and/or replicated, and respond to critical problems by ensuring that appropriate managerial personnel are made aware of the problem and that they actively track and expedite a resolution.

Deloitte will assign Support or development personnel at the appropriate level to the problem, and those personnel will prepare a work plan for the problem’s expeditious resolution. Their appropriate staff will continue to work without material interruption until the problem is resolved properly. They will maintain daily contact with the State’s technical staff to keep the State abreast of efforts being made to solve the problem. They will also provide the State’s technical staff with direct access to the Support personnel and product development personnel, if appropriate, who are assigned to the problem.

**The Issue Resolution/Escalation process is tailored to each project.**

The approach for the issues resolution process is as follows:

- Identify ownership clearly
- Monitor status regularly
- Address concerns directly
- Escalate unresolved concerns and issues promptly

Once the issue is logged it is reviewed, prioritized and an owner is assigned. Depending on the criticality of the issue, a change request is submitted and appropriate issue resolution steps are taken. If the issue is resolved it is closed and documented in the logs.

**Deliverables**

- Documented system maintenance and support plan
- Provide services as defined in the system maintenance support plan
- Provide State of Michigan MLCC Salesforce.com Integration performance tuning, defect repair and service pack releases
- Provide system maintenance and support plan pricing per year, for optional 3 years





**Acceptance Criteria**

- Approval of system maintenance and support plan by the State PM
- Approval of the purchase agreement by the State Procurement Lead

**H. Knowledge Transfer/Transition**

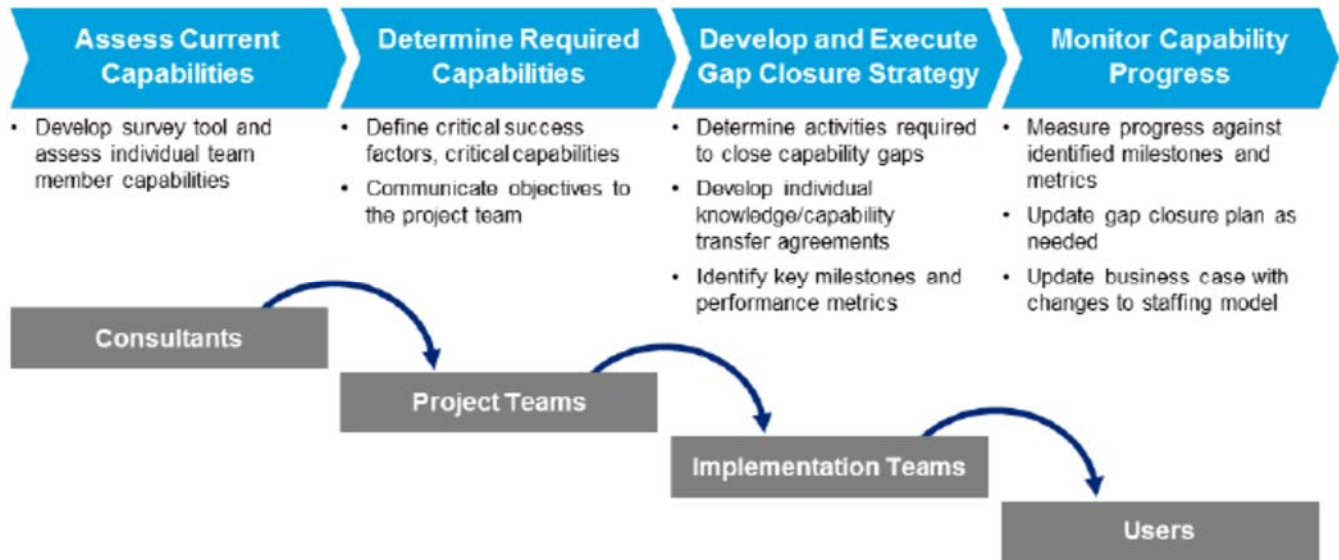
The Contractor agrees to facilitate the transfer of knowledge to State resources during the transition period identified in the project schedule as a part of project close out.

Activities for this deliverable will be planned and documented in the Transition Plan (SEM-0701).

**Contractor’s Commitment**

Contractor Knowledge Transfer Plan defines project team member roles and responsibilities, and identifies the skills and capabilities needed for each project team member to be successful during implementation. Executing against the Knowledge Transfer Plan positions the State to own and maintain the Solution after implementation and warranty is complete, alongside with Contractor should the State exercise the option to use the annual 2,000 maintenance and support hours available. The Plan outlines proposed knowledge transfer activities, and the starting curriculum that needs to be completed by staff in each job role. The Knowledge Transfer plan provides a tool to track individual progress in completing their Knowledge Transfer Bulletin including lessons learned, Post Implementation Evaluations and surveying benefits realized.

The core components of knowledge transfer that Deloitte will complete are depicted below.



**Deliverable(s)**

To be acceptable to the State:

The Contractor has transferred knowledge to identified DTMB resources for the following purpose:

- DTMB technicians are knowledgeable in the operational maintenance and support of the Solution
- The DTMB SME is knowledgeable of the Solution to the extent they can evaluate reported issues to determine impact, severity, and assist the Contractor in the resolving issues during the warranty, maintenance and support period.

**Acceptance Criteria**

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Article 1, Section 1.500 Acceptance and the criteria below.



### Supporting Documents

The Contractor will deliver final versions of the following documents to the DTMB PM for approval and signoff.

- Transition Plan (SEM-0701)

The State will leverage its own templates and artifacts from its SUITE Methodology for the following:

- Lessons Learned
- Post Implementation Evaluation
- Benefits Realization Survey

## **I. Future Enhancements**

### Objective

The State does anticipate requests for new functionality and/or changes to the proposed system, as well as new services and/or changes to existing services provided via this contract will occur throughout this project.

This section is intended to facilitate the handling of these requests so that only those with a solid business case can be efficiently incorporated into the project through the procurement process.

### Description

The State intends to establish funding for two thousand (2,000) hours per year, for a 3 year period, for system enhancements and services from the Contractor beyond those listed in the Contract, such as additional enhancements and legislative changes. Actual funding for enhancements shall occur on a yearly basis. The State does not guarantee funding for any or all change requests will be available to the project.

The State will submit a request to the Contractor for changes, using email or written requests. For any changes in functionality or services, the Contractor will perform an impact analysis to determine the functional areas impacted by the change and the associated requirements and deliverables that must be modified to incorporate the change. Once the impact analysis has been completed, the Contractor will submit a change request detailing the proposed changes to incorporate the new/changed functionality. A change request will include a detailed description of scope, the proposed impact to the project schedule and the total hours required to implement the change. A summary of hours and cost must be included.

All change requests will go through a rigorous review process by MLCC and DTMB in order to gain approval of the change request. A limited amount of Contractor time may be required in this review process, but only to provide a cursory review of the request. Only upon MLCC and DTMB approval will procurement release funding for the change against the established maintenance contract.

### **Deliverables**

- Pricing for supplemental services for change request, 2000 hours per year, for 3 years.
- Change management plan detailing the process

### **Acceptance Criteria**

- Approval of the change management plan by the State PM
- Approval of a purchase agreement or contract change by DTMB-Procurement.

## **21.200 Roles and Responsibilities**

### **21.201 Staffing Plan**

MLCC expects the implementation partner to provide a Project Manager assigned approximately 30% of his/her time to MLCC for the duration of the project. A Technical Lead and Solution/Business Process Lead are also required as members of the core project team. A staffing plan with the percentage of each team member's time allocation is to be provided as part of the implementation partner's proposal. MLCC also expects the implementation partner to provide most of its work on-site at MLCC location in Constitution Hall, Lansing, Michigan with limited, non-customer facing activities occurring off-site.

**Deliverables**

- Staffing plan

**Acceptance Criteria**

- Approval of plan by State PM

**21.202 Contractor Staff, Roles and Responsibilities****A. Contractor Staff****Single Point of Contact**

Contractor has identified David Parent as the Single Point of Contact (“**SPOC**”). The duties of the SPOC shall include, but are not be limited to:

- Support the management of the Contract
- Facilitate dispute resolution
- Advise the State of performance under the terms and conditions of the Contract

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

**Contractor’s Key Personnel – State requirements**

**The contractor must submit a letter of commitment for all Key Personnel signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project contingent on award of the bid.** If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the DTMB PM releasing the individual from the project for a sufficient amount of time to meet the needs of the MLCC Salesforce.com Implementation Project upon execution of the contract.

The Contractor will provide a Human Resource Plan updated as resources change, an organizational chart indicating lines of authority for personnel involved in performance of this Contract, and relationships of assigned staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work.

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

Project Manager – Randall Duffield  
Senior Business Analyst – Nitish Mukhi  
Senior Software Engineer- Randall Duffield  
System Architect – Faisal Mohammed  
Training Manager – Asima Khokhar  
Test Manager – Asima Khokhar



Optional other non-key resources identified by the Contractor

Deloitte	Configuration Lead
Deloitte	Configuration Analyst
Deloitte	Data Mgmt Specialist
Deloitte	Tester
BasicGOV	Business Analyst
BasicGOV	Configuration Analyst
BasicGOV	Integration Specialist
BasicGOV	Custom Developer
<u>ForceByDesign</u>	<u>Testing/Training Analyst</u>

Contractor - Project Manager

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

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

Contractor – Business Analyst

The Contractor Business Analyst is responsible for eliciting functional and technical requirements, gap analysis, meeting facilitation, documenting use case scenarios, perform business and workflow analysis.

Contractor – Senior Software Engineer

The Contractor Senior Software Engineer is the development lead and has expert knowledge in matters of design and build of the solution. The State anticipates the Senior Software Engineer will be the main technical lead in configuring the Salesforce.com solution to meet the business and functional requirements in Article 1, Section 1.104; and will lead the development of interfaces and integrations with current State systems.

Contractor – System Architect

The Contractor System Architect is responsible for leading and/or consulting on the development of the System Architecture and work closely with the DTMB Architect to ensure the Solution satisfies requirements and will function as designed in the State Enterprise network.



### Contractor – Training Manager

The Contractor Training Manager is responsible for effectively leading training resources, development of the training plan, training manuals, and the execution of classes and other training opportunities.

### Contractor - Test Manager

The Contractor Test Manager is responsible for drafting, managing, and executing test scripts which satisfy documented scenarios as mapped against the requirements traceability matrix. The test manager is also responsible for drafting the test plan.

### Contractor – Other Resources

Contractor should propose any additional personnel that in their judgment are necessary to complete the project in the most efficient and timely manner.

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

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

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

Work performed in the execution of this contract should occur at State facilities or Contractor offices located within the continental borders of the United States; State Data cannot leave the continental borders of the United States. The work must be performed by individuals who are legally qualified to perform the work as defined by State and Federal labor laws. Tasks assigned to State resources will be executed in Lansing, Michigan or as mutually agreed.

The Solution is a SaaS hosted solution and the State prefers the testing and installation effort occur in Lansing Michigan.

The Contractor must identify in their proposal, with supporting justifications, the need to locate resources in State owned facilities. The State will consider these requests but cannot guarantee acceptance. In all scenarios it is the responsibility of the Contractor to secure space for Contractor resources in support of the project.

### **Contractor's Development Center Use**

Contractor has multiple development centers and will allocate work to these development centers to help keep the Solution on time and in budget as negotiated. Future work performed at the Contractors development centers will be controlled by the language in future SOWs for additional work by other agencies off of this contract.

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

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



### 3. Travel:

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

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

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

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

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

## 21.203 State Staff, Roles and Responsibilities

### Program Manager (formerly known as Contract Compliance Inspector)

The Director of DTMB-Procurement directs the person named below, or his or her designee, to monitor and coordinate the activities for 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 Contract. DTMB-Procurement is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract. Program Manager for this Contract is:

Tim Gajda, State Administrative Manager  
 DTMB – Agency Services  
[gajdat@michigan.gov](mailto:gajdat@michigan.gov)  
 517-284-5345

### DTMB Project Manager

Linda Hunt, Senior Project Manager  
 DTMB – EP MO  
 (517) 242-4923  
[huntl3@michigan.gov](mailto:huntl3@michigan.gov)

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

The DTMB PM will provide the following services:

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

**MLCC Project Coordinator**

Jason Croy,  
LARA - MLCC  
(517) 284-6291  
[croyj@michigan.gov](mailto:croyj@michigan.gov)

The MLCC Project Coordinator has expert knowledge in matters of requirements and is responsible for assisting the DTMB PM in managing MLCC resources in the execution of tasks.

- Resolve agency project issues in a timely manner
- Review effort, status, and issues
- Assist DTMB PM resolve deviations from the project plan
- Provide acceptance sign-off
- Utilize change control procedures
- Ensure timely availability of agency resources
- Make key implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.

**DTMB – Business Analyst**

The DTMB business analyst is responsible for executing and completing tasks assigned by the DTMB PM, is expected to be knowledgeable in the application, and ensures LARA/MLCC needs are being met.

**DTMB - Resource Manager**

The DTMB Resource Manager is responsible for assisting the DTMB PM in the execution of the project. This includes but is not limited to the assignment of State resources.

**DTMB – System Architect**

The DTMB Architect will advise the Contractor in matters of system design to ensure the Solution supports State standards and the State Enterprise Environment.

**Executive Subject Matter Experts**

The Executive Subject Matter Experts representing the business units involved will provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis. The Executive SME's will be empowered to:

- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance sign off
- Utilize change control procedures
- Ensure timely availability of State resources

Make key implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.

If requested by the Contractor and approved by the DTMB PM, the State will provide the following resources for the Contractor's use on this project:

**Technology and Administrative**

State ID for admittance into a State facility

- Work space
- Minimum Clerical support



- Telephone
- PC workstation
- Access to State servers and enterprise resources (e.g. email)
- Access to Printers
- Access to copiers and fax machine
- Access to conference rooms

The State reserves the right to suspend or revoke access to State resources at any time.

#### **21.204 Other Roles and Responsibilities**

The State anticipates the following roles will be needed by the project and will assign resources to these roles.

##### DTMB Roles

- Project Manager
- Project Owner
- Business Analysts
- Hardware / Software Architect and Subject Matter Experts
- Developer Subject Matter Experts
- Web Hosting Subject Matter Experts
- Database Subject Matter Experts
- Telecom Subject Matter Experts
- Security Subject Matter Experts

##### MLCC Roles

- Project Coordinator
- Subject Matter Experts by Discipline
  - Licensing
  - Enforcement
  - Licensing Manufacturing and Wholesalers
  - Licensing DRAM Shop
  - Licensing Special Licenses
  - Executive Services
  - Server Training
  - Finance
  - HP Trim document management
  - Other as identified

##### MLCC – Subject Matter Expert(s)

A MLCC Subject Matter Expert is an individual who has expert knowledge of a business subject or requirement and is able to answer questions brought forward.

##### Typical Assignments

##### Steering Committee

- MLCC Business Manager
- MLCC Project Coordinator
- DTMB Business Relationship Manager





- DTMB PM
- DTMB Project Owner
- Contractor PM

Project Leadership

- Contractor PM
- Contractor Senior Software Engineer
- DTMB PM
- DTMB Project Owner
- MLCC Project Coordinator

Project Change Control Board

- Contractor PM
- Contractor Senior Software Engineer
- DTMB PM
- DTMB Project Owner
- MLCC Project Coordinator

**Contractor’s Recommendation of State Resources/Key Staff**

Resources	Details / Key Activities
Data Cleansing Staff*	<ul style="list-style-type: none"> <li>• Shares working knowledge of all in-scope databases</li> <li>• Cleanses and de-duplicates all in-scope data sources</li> </ul>
MLCC User Acceptance Testers*	<ul style="list-style-type: none"> <li>• MLCC User Acceptance Testers will be responsible for supporting and conducting the required user acceptance testing.</li> </ul>
MLCC Trainers*	<ul style="list-style-type: none"> <li>• MLCC Trainers will be trained by Deloitte project team through Train-the-Trainer, and will be responsible for proving end user training to the remaining MLCC staff</li> </ul>

In addition to the specific resources (technology and people), Deloitte will work with the State to set up and formalize appropriate governance and oversight teams required to enable a successful project. Key governance and oversight committees may include the following.

Key Board or Committee	Details / Key Activities
Program / Project Steering Committee	<ul style="list-style-type: none"> <li>• Define program guiding principles</li> <li>• Approve exceptions identified to guiding principles</li> <li>• Resolve escalated issues</li> <li>• Make budget decisions when required</li> <li>• Resolve cross-business, cross-project issues</li> <li>• Review and confirm key design decisions</li> <li>• Monitor and manage escalated risks and issues and the overall program plan</li> <li>• Monitor dependencies with other MLCC projects</li> <li>• Identify and drive key change messages through the organization</li> </ul>



Key Board or Committee	Details / Key Activities
	<ul style="list-style-type: none"> <li>• Set direction for policy or business process issues identified</li> </ul>
DTMB/MLCC Architecture Review Board*	<ul style="list-style-type: none"> <li>• Define architectural standards for the project</li> <li>• Make system or tool selection decisions when required</li> <li>• Review and approve Solution Architecture deliverables</li> <li>• Approve non-standard configurations or extensions</li> <li>• Make recommendations to the MLCC Project Steering Committee and Leadership</li> </ul>

**21.300 Project Initiation and Planning**

**Objective**

The objective of the Project Initiation and Planning is for the project management team to develop the project definition, planning tools and documentation (artifacts) for the entire State of Michigan MLCC Salesforce.com Integration.

**Description**

The following activities are performed during initiation and planning and continue throughout the project execution, as appropriate and necessary to control and report on the project. The ongoing activities detailed in this section apply to all functional departments of the MLCC Solution.

**21.301 Project Plan**

The Project Plan must address the applicable components of the SUITE. The Project Plan creates a consistent, coherent document that is used to guide both Project execution and Project control. The State will incorporate the Contractor’s Project plan into a State project plan that will be followed during project execution. At a minimum, the Contractor’s Project Plan shall include: General Project Information (points of contact, phone numbers, etc.), Project Executive Summary, Detailed Project Scope Statement, Resource Planning, Project Budget Estimate, Communications Planning, Quality Planning and Risk Planning.

**Deliverables**

- Contractor Project Plan

**Acceptance Criteria**

- Review of Contractor Project Plan to include items outlined above. Acceptance by the State Project Manager and MLCC Project Lead.

**21.302 Project Schedule**

The Contractor is required to provide a project schedule that details the tasks and resources (including State and Contractor staff) required percent of work load. The Contractor must work with the State to update the Project Schedule on a weekly basis. The updated Project Schedule must contain, at a minimum, the following level of detail:

- Deliverables and Milestone tasks
- Dependency Relationships
- Task expected start and finish dates
- Task actual start and finish dates
- Task durations
- Task actual work effort (percent complete)



- Task description
- Resource allocation (by individual role) for each task, including State positions

This detailed schedule will feed or link to the Master Project Schedule, which will be prepared and maintained by the State within ChangePoint.

**Timeframe**

- The initial Project Schedule for each phase must be completed within fifteen (15) days from projected start date for that phase. The State Project Manager shall respond within 5 business days with approval of changes and potential changes.

**Deliverables**

- Project Schedules for Global system requirements plus each functional department of MLCC
- Update the Contractor Project Schedule on a weekly basis
- Review, maintain and report on the Contractor Project Schedule
- Provide input and clarifications to the State as needed
- Correct any issues identified by the State

**Acceptance Criteria**

- Approval of Contractor Project Schedule by the State PM

**21.303 Project Phase Kick-off Meetings**

The Project Kickoff meeting provides opportunities to recognize the start of the project formally, meet project participants, communicate a shared view of the project, ensure understanding of the approved project charter, and clarify next steps for staff. There will be five separate Kick-off Meetings for the Solution, one for Global system requirements plus each functional department.

**Timeframe**

- Kick-off Meeting for the first module must be held within 15 business days of contract start date
- Kick-off meetings for subsequent modules will be held within 15 days of the completion of the prior phase.

**Deliverables**

- Schedule of Kick-off meeting(s) (5 total meetings)
- Meeting minutes of each meeting (5 total meetings)

**Acceptance Criteria**

- Completion of Project Kick-off Meeting for Global system requirements plus each functional department and delivery of meeting minutes for each meeting to the State PM.

**21.304 Project Status Reporting - Weekly Reporting**

The Contractor must prepare a weekly project status report and submit it to the State DTMB Project Manager. The weekly status report must follow the agreed upon format and content, and cover the previous weekly period.

As part of the Weekly Status Report, the Contractor must submit Action Items, Issues and Risk items, identify any staffing problems and other issues that may affect the project scope, schedule, budget or work products.

**Deliverables**

- Weekly Status Report

**Acceptance Criteria**

- Status reports submitted weekly by the Contractor to the State.



## 21.400 Project Management

### 21.401 Create/Update Issue & Risk Report

The Contractor is required to assist in the issues and risk reporting, including the identification and recording of issues/risk items, prioritization, definition of mitigation strategies, monitoring and regularly scheduled assessment reviews with the State.

The State will use ChangePoint for issue and risk tracking. All project staff are requested and encouraged to identify and report issues and risks. Managing, mitigating and/or eliminating assigned issues/risks are the responsibility of the State, with assistance from the Contractor.

Issues will be escalated for resolution from level Low through Critical, as defined below:

- Low – Resolution required within 3 weeks, no executive level visibility, no possible impact to schedule
- Medium – Resolution required within 2 weeks, no executive level visibility, possible impact to schedule
- High – Resolution required within 2 weeks, executive level visibility, impact to schedule
- Critical – Resolution required within 1 week, executive level visibility, high impact to schedule/budget

#### Deliverables

- Assist in Issue and Risk reporting and processing
- Submission of Issues and Risks and recommend mitigations/resolutions
- Collaborate with State on tools and processes for issue and risk management
- Provide input to the criteria to categorize, prioritize and determine the severities for issues and risks
- Correction of all issues and risks assigned to the Contractor
- Inclusion of issue/risk reporting as part of the weekly status meetings
- Identify timeframes for resolution and mitigation plans for issues and risks

#### Acceptance Criteria

- Log and track Issues and Risks and recommend mitigations/resolutions in an agreed upon manner. To be approved by the State PM.

### 21.402 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 this Contract.

If a proposed contract change is approved by the Agency, the Contract Administrator will submit a request for change to the Department of Technology, Management and Budget, Procurement Buyer, who will make recommendations to the Director of DTMB-Procurement regarding ultimate approval/disapproval of change request. If the DTMB Procurement Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board if applicable), the DTMB-Procurement 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-Procurement, 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.

The State will employ the change control methodologies of this section to add additional State Agencies and their requested services to this contract. An Agency requesting services under this contract will issue a Statement of Work through DTMB-Procurement for a new Salesforce.com implementation and/or integration services request from Contractor. Contractor will provide a proposal to DTMB-Procurement including pricing in response to the Agency Statement of Work. The Contractor proposal will be evaluated and negotiated, once



an agreement is reached then the rest of standard Change Notice process identified in this section will be used to finalize the acquisition of these additional services. This Contract does not have the ability to add Salesforce.com licenses – only services for the setup and configuration of a Salesforce.com implementation similar to those included in this Contract.

## **21.500 Acceptance**

### **21.501 Deliverable Acceptance Criteria**

In order for the State to accept a deliverable, from the Contractor, associated with the project defined in this Article 1 document, the following criteria must be provided/met by the Contractor.

- Documents to be transmitted must reference the specific deliverable number
- Documents must be provided in electronic format; Standard Microsoft Office formats version 2010 – 2013, .pdf, .jpeg, .txt. Additional formats will be agreed upon by the project team.
- Documents requiring a signature will be provided in an electronic format and will provide an area within the document for electronic or signatures
- Electronic signatures will be accepted on transmittal documents. Electronic signatures must include meta-data to indicate the owner of the signature and the date of the signature.
- A Transmittal Document will accompany all deliverables (physical or task/work related). This document will reference the deliverable item(s), the specific deliverable number(s), the planned or scheduled delivery date(s), actual delivery date(s), a section for notes/comment and a section for exceptions (“**Transmittal Document**”).
- The Transmittal Document will have a section for signatures of acceptance, with date. The following signatures are required on all transmittals:
  - Contractor representative (Project Manager)
  - State of Michigan Project Manager
  - State of Michigan MLCC Project Lead
  - State of Michigan MLCC Subject Matter Experts (only for their functional area)
  - State of Michigan MLCC Management Representative
- The Transmittal Document and the deliverables noted within are only deemed “Accepted and Approved by the State of Michigan” if all 4 or 5 of the required signatures (4 for the Global Requirements, and 5 for each functional area) are signed on the Transmittal Document and distributed to the Contractor’s PM and the State’s PM. No other means of acceptance or approval; i.e. verbal, written, email, etc., will be valid for the acceptance and approval of a deliverable related to the project as outlined in this Article 1 document.
- Deliverables associated with weekly or regularly scheduled updates, reports, schedules, etc., will not require a Transmittal Document. These updates must reference the subject matter and date in the title, (for instance; weekly project status update 4-15-2014.doc). The Contractor PM and the State PM will define these deliverables at the start of the project. These documents must be emailed to the State PM based on the agreed upon schedule. Acceptance by the State PM will be assumed for these document types and only exceptions, or rejected documents, will be noted by the State PM in the form of a response email.

### **21.502 Acceptance for Milestone Payments**

Milestone payments for Milestones 1, 2, and 3 will be made according to the following acceptance criteria:

- Milestone 1 – all deliverables for associated work within this Milestone are completed by Contractor and accepted by the State.
- Milestone 2 – UAT has been accepted for licensing module (this UAT is module based and is separate from the UAT that will be completed for the whole system prior to Go Live).
- Milestone 3 – UAT has been accepted for enforcement, finance, and executive module (this UAT is module based and is separate from the UAT that will be completed for the whole system prior to Go Live).



Prior to milestone payment 4 as scheduled in Article 1, Section 1.601(1) the State requires that a Performance and Reliability Evaluation (“**PARE**”) be performed for each sprint (group of license types) before final acceptance.. The final milestone will be covered under Final Acceptance in Article1, Section 1.503 below.

For each module the PARE shall consists of the following:

- a. Determination of System Readiness
  1. Prior to the PARE, a committee of three persons will be formed to evaluate the system's performance on a daily basis. The committee will consist of one Contractor representative, as assigned by the Contractor PM, and two State personnel, as assigned by the State PM.
- b. The PARE will begin on the installation date when the Contractor certifies that that the module(s) is/are fully deployed. During the PARE:
  1. All rerun times resulting from equipment failure and preventive maintenance shall be excluded from the performance hours.
  2. All reconfiguration and reload time shall be excluded from the performance hours.
  3. If files are destroyed as a result of a problem with Contractor equipment and must be rebuilt, the time required to rebuild the files will be considered "down time" for the system.
  4. If the Contractor requests access to failed equipment/modules and the State refuses, then such maintenance will be deferred to a mutually agreeable time and the intervening time will not count against the PARE.
  5. A functional benchmark demonstration will be run for the PARE Committee to confirm that the fully deployed module(s)is/are capable of performing the same functions that were demonstrated. This run must be completed to the satisfaction of the PARE Committee.
- c. STANDARD OF PERFORMANCE
  1. The performance period (a period of thirty consecutive calendar days) shall commence on the date the module(s) has been fully deployed. It is not required that one thirty day period expire in order for another performance period to begin.
  2. The module(s) shall operate in conformance with the validated business and functional requirements as agreed upon in Article 1, Section 1.104(B) – System Requirements and Design. Additional requirements added by amendment to this contract shall operate in conformance as agreed upon at the time of such amendment. If each module operates at an average level of effectiveness of 95 percent or more for a period of 30 consecutive days from the commencement date of the performance period, it shall be deemed to have met the State's standard of performance period. The State shall notify the Contractor in writing of the successful completion of the performance period. The average effectiveness level is a percentage figure determined by dividing the total operational use time by the total operational use time plus associated down time.
  3. During the successful performance period, all rerun time resulting from equipment failure and preventive maintenance time shall be excluded from the performance period hours. All reconfigurations and reload time shall be excluded from the performance hours. Module failure and down time shall be measured by those intervals during the performance period between the time that the Contractor is notified of bugs, errors, and unmet functional/business requirements and the time that the Module bugs, errors, and unmet functional/business requirements are shown and demonstrated to have been corrected and be fully functional.
  4. During the successful performance period, a minimum of 80 hours of operational use time on each module will be required as a basis for computation of the average effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when in excess of the minimum stated above.
  5. No more than one hour will accrue to the performance hours during any one wall-clock hour.



6. The module(s) for each milestone shall not be accepted by the State and no charges will be paid by the State until the standard of performance is met.
7. If successful completion of the performance period is not attained within 90 days of the date of full system deployment, the State shall have the option of terminating the Contract, or continuing the performance tests. The State's option to terminate the contract shall remain in effect until such time as a successful completion of the performance period is attained. The Contractor shall be liable for all outbound preparation and shipping costs for contracted items returned under this clause.
8. The PARE will be complete when the module(s) has met the required effectiveness level for the prescribed time period.
9. Promptly upon successful completion of the performance period, the State shall notify the Contractor in writing of acceptance of the module(s) being evaluated, and authorize payment according to Article 1, Section 1.601.

### **21.503 Final Acceptance**

Final acceptance will occur when all deliverables defined in Article 1 and per the acceptance criteria defined in Article 1, Sections 1.501 and 1.502 have been completed and written approvals have been obtained (“**Final Acceptance**”).

In the event the work and/or deliverable is not accepted by the DTMB PM the State will respond to the Contractor with written notice describing the deficiencies using a corrective action plan listing tasks with associated completion dates. The contractor has five (5) business days to respond to the notice indicating agreement to the terms unless an alternate Solution is agreed by both parties. Upon completion, State will have ten (10) business days to accept and approve the revised deliverable(s).

If the State does not approve the revised deliverable(s) after the third (3rd) attempt, the State shall have the option to negotiate an acceptable alternative, collect liquidated damages as identified in Article 3, Section 3.001, Subsection 19 for the incomplete and/or late deliverable, or terminate the Contract pursuant to Article 3, Section 3.001, Subsection 15.1, Termination for Cause.

### **21.600 Compensation and Payment**

#### **21.601 Compensation and Payment**

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

The project will be paid based on Deliverables and Milestones. The Costs Table (Exhibit 2) attached are the basis for the payments.

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

#### 1. Project Payments

Payments to the Contractor will be made on a defined milestone basis upon the completion and acceptance of the deliverables as contained in a milestone. A milestone is defined as complete when all of the deliverables within the milestone have been completed and accepted according to the acceptance criteria. The final acceptance criteria for each milestone is found in Article 1, Section 1.502. Failure to provide a deliverable/milestone by the identified date may subject Contractor to liquidated damages as identified in Article 1, Section 1.603 and Article 3, Section 3.001, Subsection 19.

Contractors are advised that the State has established a number of project milestones for this Contract for the purpose of monitoring progress against the project deliverables. These are specified within the table below along with the associated payments expressed as a percentage of bid items and the calculated actual payment.



Milestone	Milestone Deliverables	Associated Cost Table and Row (Exhibit 2)	Due Date	Payment (in dollars)
1	<p>The following must be completed for all five modules.</p> <ul style="list-style-type: none"> <li>Article 1, Section 1.300*</li> <li>Article 1, Section 1.104(B) Requirements &amp; Design Services</li> </ul> <p>The following must be met for the Global module only.</p> <ul style="list-style-type: none"> <li>Article 1, Section 1.104(A) Confirm Infrastructure</li> </ul>	Tables 2 through 6 including Row A and B.	105 days from Contract Execution Date	\$369,818
2	<p>The following must be completed for all five modules.</p> <ul style="list-style-type: none"> <li>Article 1, Section 1.300*</li> </ul> <p>The following must be completed for the Global, Licensing, and Enforcement modules.</p> <ul style="list-style-type: none"> <li>Article 1, Section 1.104(C) Construction and Testing                             <ul style="list-style-type: none"> <li>Construction and Testing Plan</li> <li>Data Preparation and Data Migration Plan</li> <li>Configure System</li> </ul> </li> </ul>	Tables 2 through 4 including Rows C.1, C.2, and C.3; and Tables 2 through 6 Row A.1.	240 days from Contract Execution Date	\$604,722
3	<p>The following must be completed for all five modules.</p> <ul style="list-style-type: none"> <li>Article 1, Section 1.300*</li> <li>Article 1, Section 1.104(C) Construction and Testing                             <ul style="list-style-type: none"> <li>Integrations</li> </ul> </li> </ul> <p>The following must be completed for the Executive Services and Finance Modules.</p> <ul style="list-style-type: none"> <li>Article 1, Section 1.104(C) Construction and Testing                             <ul style="list-style-type: none"> <li>Construction and Testing Plan</li> <li>Data Preparation and Data Migration Plan</li> <li>Configure System</li> </ul> </li> </ul>	Tables 2 through 6 Row C.4 (integrations); Tables 5 through 6 including Rows C.1, C.2, and C.3; and Tables 2 through 6 Row A.1.	300 days from Contract Execution Date	\$550,877
4	<p>The following must be completed for all five modules.</p> <ul style="list-style-type: none"> <li>Article 1, Section 1.300*</li> <li>Article 1, Section 1.104(C) Construction and Testing                             <ul style="list-style-type: none"> <li>Transition and Operations Planning</li> <li>System Testing &amp; User Acceptance Testing</li> </ul> </li> <li>Article 1, Section 1.104(D), (E), and (G).</li> </ul> <p>Final Acceptance – Article 1, Section 1.503.</p>	Tables 2 through 6 including Rows C.5, C.6, D, E, and G; and Tables 2 through 6 Row A.1.	405 days from Contract Execution Date	\$1,045,056





## 2. Maintenance and Support Payments

Maintenance and support payments to the Contractor will be after the 90 day Warranty Period; and will be made on an annual basis from the date of the first payment for maintenance and support, not to exceed the rates established in the Contract (**Exhibit 2– Cost Tables, Table 7**).

## 3. Payments to Salesforce.com AppExchange Partners

Initial payments to Salesforce.com AppExchange Partner(s) for the Solution will be through this contract to Contractor as Payee Agent for the AppExchange Partner(s) (e.g. BasicGov). The licenses will be owned in the name of the State. Payment upon execution of Contract and issuance of the PO for the first year of the BasicGov subscription is anticipated. Contractor may provide alternate payment agreements to the State if available and more favorable to the State. Contractor will obtain agreement from any AppExchange Partner who starts under this contract to (1) keep the negotiated rates from this Contract for the negotiate period of time if rates at that time of transition to the Salesforce.com Enterprise Licensing Agreement are more than negotiated under this contract and (2) to pro-rate payment or coordinate next payment date so the State does not double pay once licensing transfers to the Salesforce.com Enterprise Licensing Agreement. Once licensing has transferred to the soon to be established Salesforce.com Enterprise Licensing Agreement payments will no longer be through this Contractor, but will be through the State's Salesforce.com Enterprise Agreement.

## 4. Future Enhancements

Payments to the Contractor for future enhancements (for example: contingency services, release management services) that are authorized under a specific SOW will be made upon the completion and acceptance of the deliverable or milestone as stipulated within the SOW. Failure to provide deliverable/milestone by the identified date may be subject to liquidated damages as identified in Article 1, Section 1.603 and Article 3, Section 3.001, Subsection 19.

Please refer to Exhibit 2 – Cost Tables, Tables 9 & 10 for all detailed costs relating to services under this Contract.

### **Administrative Fee**

The selected Contractor will be required to submit an Administrative Fee (see Article 1, Section 1.604) on all payments remitted under the Contract.

### **Extended Purchasing Program**

Extended purchasing program volume requirements are not included, unless stated otherwise. See Article 1, Section 1.605 and Article 2, Section 2.003 for complete details.

### **Travel**

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed. Any out of pocket costs should be included within bid price. Rates provided for Contractor staff are to be fully loaded rates including travel, lodging, meals and miscellaneous costs.

### **Product and Service Price Reductions**

If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's DTMB Contract Administrator quarterly.



### Statements of Work and Issuance of Purchase Orders

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

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

The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

### Invoicing

Contractor will submit properly itemized invoices to

DTMB – Financial Services  
Accounts Payable  
P.O. Box 30026  
Lansing, MI 48909

or

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

Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.



Incorrect or incomplete invoices will be returned to Contractor for correction and reissue. No late fees will be paid on disputed invoices, while unresolved.

#### **21.602 Reserved**

#### **21.603 Liquidated Damages**

Contractor will pay \$500 dollars per business day in liquidated damages for not meeting the agreed upon timeframes for each milestone. The liquidated damage cost represents a portion of the cost of licenses that are not able to be used fully due to work not completed in a timely manner.

#### **21.604 Administrative Fee and Reporting**

The Contractor must remit an administrative fee of **1 %** on all payments remitted to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales.

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

The Department of Technology, Management and Budget  
Financial Services – Cashier Unit  
Lewis Cass Building  
320 South Walnut St.  
P.O. Box 30681  
Lansing, MI 48909

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

#### **21.605 Extended Purchasing Program**

The Contract will be extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal). Upon mutual written agreement between the State of Michigan and the Contractor, this Contract may be extended to (a) State of Michigan employees, or (b) other states (including governmental subdivisions and authorized entities).

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

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



**Article 2 – Required Contractor Information**

**22.000 Contractor Company Information**

**22.001 Authorized Contract Signatory**

Person named will be sole contact for your company to receive the Contract. Include the name and telephone number of person(s) in your company authorized to expedite any proposed contract with the State.

<b>Name:</b>	Sanjay Shah	<b>Title:</b>	Principal	<b>Phone:</b>	303-308-2155
<b>Name:</b>	David Parent	<b>Title:</b>	Principal	<b>Phone:</b>	313-396-3004

**22.002 Place of Performance**

Contractors, in the performance of any resulting contract, must identify the place of performance for work to be done by the **Contractor and any Subcontractor**. The place of performance includes any facility that may be utilized during the term of the proposed Contract. If the place of performance is a State facility, the Contractor must list the location of the office responsible for the performance. **DUNS numbers may vary by location. Please provide a DUNS number for each place of performance listed below.**

Place of Performance – Owner/Operator of facility to be used and full name and address including 9-digit zip code	Description of services to be performed at this location.	Percent (%) of Contract value to be performed at this location	Data Universal Number System (DUNS) #
Michigan Liquor Control Commission Constitution Hall 525 W. Allegan St. Lansing, MI 48933-1502	Project management, requirements, design, testing, training, implementation, post-implementation services	Estimate 30%	785744009
Deloitte Consulting LLP 1400 18th Street Denver, CO 80202-1470	Development, configuration, testing, post-implementation support services	Estimate 50%	002563455
Force by Design, Inc. 333 Albert Avenue Suite 600 East Lansing, MI 48823	Requirements, training	Estimate 20%	017289046

**22.003 Extended Purchasing Program**

The Contractor must check one box below:

- Deliverable(s) will be supplied to the State and **MiDEAL Members** according to the terms and prices quoted, subject to Article 1, Section 1.605, MiDEAL Requirements.
- Deliverable(s) will not be supplied to **MiDEAL Members**.
- Deliverable(s) will be supplied to **State of Michigan employees**.
- Deliverable(s) will not be supplied to **State of Michigan employees**.
- Deliverable(s) will be supplied to **other states** (including governmental subdivisions and authorized entities).
- Deliverable(s) will not be supplied to **other states** (including governmental subdivisions and authorized entities).



## Article 3 – Terms and Conditions

### 23.000 Terms and Conditions

#### 23.001 Contract Terms and Conditions

This CUSTOM SOFTWARE DEVELOPMENT CONTRACT (this “**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Deloitte Consulting LLP (“**Contractor**”), a Delaware Limited Liability Partnership. This Contract is for five years effective on June 29, 2015 (“**Effective Date**”), and unless earlier terminated, will expire on June 28, 2020 (the “**Term**”).

This Contract may be renewed for up to five (5) additional one (1) year period(s) in increments of one(1) or any combination of years up to five (5). Renewal must be by written agreement of the parties, and will automatically extend the Term of this Contract.

The parties agree as follows:

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

“**Acceptance**” has the meaning set forth in **Section 9.5**.

“**Acceptance Tests**” means such tests as may be conducted in accordance with **Section 9** and the Statement of Work to determine whether any Software Deliverable meets the requirements of this Contract and the Specifications and Documentation.

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by or is under common control of Contractor. The term “control” means the possession of the power to direct or cause the direction of the management and the policies of an entity, whether through the ownership of a majority of the outstanding voting rights or by contract or otherwise.

“**Aggregate Software**” means the Software, as a whole, to be developed or otherwise provided under the Statement of Work. For avoidance of doubt, if the Statement of Work provides for a single Software Deliverable, such Software Deliverable also constitutes Aggregate Software.

“**Allegedly Infringing Materials**” has the meaning set forth in **Section 18.3(b)(ii)**.

“**Approved Open-Source Components**” means Open-Source Components that the State has approved to be included in or used in connection with any Software developed or provided under this Contract, and are specifically identified in the Statement of Work.

“**Approved Third-Party Materials**” means Third-Party Materials that the State has approved to be included in or for use in connection with any Software developed or provided under this Contract, and are specifically identified in the Statement of Work.

“**Background Technology**” means all Software, data, know-how, ideas, methodologies, specifications, and other technology in which Contractor owns such Intellectual Property Rights as are necessary for Contractor to grant the rights and licenses set forth in **Section 14.1**, and for the State (including its licensees, successors and assigns) to exercise such rights and licenses, without violating any right of any Third Party or any Law or incurring any payment obligation to any Third Party. Background Technology must: (a) be identified as Background Technology in the Statement of Work; and (b) have been developed or otherwise



acquired by Contractor prior to the date of the Statement of Work, or have been developed by Contractor outside of its performance under the Statement of Work. Background Technology will also include any general consulting tool or methodology created by Contractor, which will not be required to be identified in the Statement of Work.

“**Business Day**” means a day other than a Saturday, Sunday or State holiday.

“**Business and Technical Requirements Specifications**” means the specifications setting forth the State’s business requirements and technical specifications regarding the features and functionality of the Software, as set forth in the Statement of Work.

“**Change**” has the meaning set forth in **Section 2.3**.

“**Change Notice**” has the meaning set forth in **Section 2.3(b)**.

“**Change Proposal**” has the meaning set forth in **Section 2.3(a)**.

“**Change Request**” has the meaning set forth in **Section 2.3**.

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

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

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

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

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

“**Contractor Personnel**” means all employees of Contractor or any Permitted Subcontractors involved in the performance of Services or providing Work Product under this Contract.

“**Deliverables**” means all Software Deliverables and all other documents, Work Product, 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 the Statement of Work.

“**Derivative Work**” means any modification, addition, upgrade, update, or improvement of the Software and any other work constituting a derivative work under the United States Copyright Act, 17 U.S.C. Section 101, *et seq.*

“**Dispute Resolution Procedure**” means the procedure for resolving disputes under this Contract as set forth in **Section 29**.

“**Documentation**” means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents and materials, in any form or media, that describe the functionality,



installation, testing, operation, use, maintenance, support and technical and other components, features and requirements of any Software.

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

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

“**Fees**” has the meaning set forth in **Section 11.1**

“**Financial Audit Period**” has the meaning set forth in **Section 27.1**.

“**Force Majeure**” has the meaning set forth in **Section 30.8**.

“**Harmful Code**” means any: (a) virus, trojan horse, worm, backdoor or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any Person, or otherwise deprive the State of its lawful right to use such Software.

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

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

“**Initial Statement of Work**” means any unexecuted Statement of Work for Software development and related Services.

“**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.

“**Intended Users**” means the users that are intended to use Software or particular features or functions of the Software, as described in the Specifications for such Software.

“**Key Personnel**” means any Contractor Personnel identified as key personnel in the Statement of Work.

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



“**Maintenance and Support Schedule**” means the schedule attached as **Article 3, Section 3.002**, setting forth the Maintenance and Support Services, the Support Fees, and the parties’ additional rights and obligations with respect to such services.

“**Maintenance and Support Services**” means the Software maintenance and support services the Contractor is required to or otherwise does provide under this Contract as set forth in the Maintenance and Support Schedule.

“**Milestone**” means an event or task described in the Implementation Plan under the 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 the Statement of Work.

“**Non-Conformity**” means any failure of any: (a) Software or Documentation to materially conform to the requirements of this Contract (including the Statement of Work) or (b) Software to materially conform to the requirements of this Contract or the Specifications or Documentation.

“**Notice of Recommendation Date**” means the date that the Contractor was formally awarded the Contract.

“**Object Code**” means computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and useable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

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

“**Open-Source License**” has the meaning set forth in **Section 3.3**.

“**Operating Environment**” means, collectively, the Salesforce.com platform and environment on, in, or under which Software is intended to be installed and operate, as set forth in the Statement of Work, including such structural, functional and other features, conditions and components as hardware, operating software and system architecture and configuration.

“**Permitted Subcontractor**” has the meaning set forth in **Section 5.5**.

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

“**Project Manager**” are the individuals appointed by each party to monitor and coordinate the day-to-day activities of this Contract. The State’s Project Managers will issue the State’s notice of Acceptance for all Software Deliverables and Aggregate Software. Each party’s Project Manager(s) will be identified in the Statement of Work.





“**Representatives**” means a party’s employees, officers, directors, consultants, legal advisors, and Permitted Subcontractors.

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

“**Security Breach Indemnity Cap**” has the meaning set forth in **Section 21.5**.

“**Services**” means any of the services Contractor is required to or otherwise does provide under this Contract or the Statement of Work, as more fully described in this Contract or the Statement of Work.

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

“**Software**” means the computer program(s), including programming tools, scripts and routines, the Contractor is required to or otherwise does develop or otherwise provide under this Contract, as described more fully in the Statement of Work, including all updates, upgrades, new versions, new releases, enhancements, improvements, and other modifications made or provided under the Maintenance and Support Services. As context dictates, Software may refer to one or more Software Deliverables or Aggregate Software.

“**Software Deliverable**” means any Software, together with its Documentation, required to be delivered as a Milestone as set forth in the Implementation Plan for such Software.

“**Source Code**” means the human readable source code of the Software to which it relates, in the programming language in which such 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, operate, support, maintain and develop modifications, upgrades, updates, enhancements, improvements and new versions of, and to develop computer programs compatible with, such Software.

“**Specifications**” means, for any Software, the specifications collectively set forth in the final Statement of Work.

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

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

“**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, whether or not the same: (a) are owned by the State, a Third Party or in the public domain; or (b) qualify for or are protected by any Intellectual Property Rights.

“**State Resources**” has the meaning set forth in **Section 6.1**.



“**Statement of Work**” means any final statement of work executed by the parties and attached as a schedule to this Contract through either the initial Contract or via the Contract Change Notice process.

“**Stop Work Order**” has the meaning set forth in **Section 16**.

“**Support Fees**” means the fees, if any, payable by the State for Maintenance and Support Services as set forth in the Maintenance and Support Schedule.

“**Support Commencement Date**” means, with respect to any Software, the date on which the Warranty Period for such Software expires or such other date as may be set forth in the Maintenance and Support Schedule.

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

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

“**Third Party**” means any Person other than the State or Contractor.

“**Third-Party Materials**” means any materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content, and technology, in any form or media, in which any Person other than the State or Contractor owns any Intellectual Property Right, but excluding Open-Source Components.

“**Transition Period**” has the meaning set forth in **Section 15.4**.

“**Transition Responsibilities**” has the meaning set forth in **Section 15.4**.

“**Unauthorized Removal**” has the meaning set forth in **Section 5.4(b)**.

“**Unauthorized Removal Credit**” has the meaning set forth in **Section 5.4(c)**.

“**Warranty Period**” means, unless otherwise specified in the final Statement of Work, for any Software, the forty-five (45) calendar-day period commencing (a) in the case of Aggregate Software, upon the State’s Acceptance; and (b) in the case of any updates, upgrades, new versions, new releases, enhancements and other modifications to previously-Accepted Aggregate Software, upon the State’s receipt of such modification.

“**Work Product**” means all Software, Documentation, Specifications, and other documents, work product and related materials, that Contractor is required to, or otherwise does, create for the State under this Contract.

**2. Statements of Work.** Contractor must provide Services and Deliverables under a final Statement of Work attached as a schedule to this Contract. A Statement of Work will not be effective unless signed by each parties’ Contract Administrator. Contractor agrees that prompt and timely performance of all such obligations in accordance with a final Statement of Work (including the Implementation Plan and all Milestone Dates) is required.

**2.1 Initial Statement of Work.** For each individual project contracted for under this Contract, Contractor will deliver to the State a proposed Initial Statement of Work, which shall be in substantially the same form as Article 1 and Exhibits 1 through 6. The State shall review and, in its discretion, approve or raise objections to



Contractor's Initial Statement of Work. If the State raises any such objections, the parties shall negotiate in good faith to amend the Initial Statement of Work, provided that:

to the extent an Initial Statement of Work does not comply substantially to Article 1 and Exhibits 1 through 6, it shall be amended to so comply; and

either party may terminate negotiations if the parties fail to agree on a final Statement of Work within thirty (30) calendar days of the Contractor's delivery of the Initial Statement of Work, or such longer period as the parties mutually agree upon.

2.2 Final Statement of Work. Upon the parties' agreement to the Initial Statement of Work, each party shall cause the same to be signed by its Contract Administrator. Upon its mutual execution, the Initial Statement of Work will become final, and will be attached as a schedule and form a part of this Contract.

2.3 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, Work Product, Implementation Plan, or any Specifications (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**.

As soon as reasonably practicable, and in any case within twenty (20) Business Days following receipt of a Change Request, or such longer period as the parties mutually agree in writing, 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, Work Product, or Deliverables;
- (ii) an amended Implementation Plan reflecting: (A) the schedule for commencing and completing any additional or modified Services, Work Product, or Deliverables; and (B) the effect of such Changes, if any, on completing any other Services or Work Product under the Statement of Work;
- (iii) any additional Third-Party Materials, Open-Source Components, and 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.

Within fifteen (15) Business Days, unless the parties agree to a longer period, 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 each party's Contract Administrator and will constitute an amendment to the Statement of Work to which it relates; and



If the parties fail to enter into a Change Notice within fifteen (15) Business Days following the State's response to a Change Proposal, either party may initiate a Dispute Resolution Procedure. If the parties fail to enter into a Change Notice even after completion of the Dispute Resolution Procedure, the State may, in its discretion:

- (v) require Contractor to perform the Services under the Statement of Work without the Change;
- (vi) require Contractor to continue to negotiate a Change Notice; or
- (vii) notwithstanding any provision to the contrary in the Statement of Work, terminate this Contract under **Section 15.2**.

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 the Statement of Work pending negotiation and execution of a Change Notice. Contractor will use its reasonable 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.

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 Maintenance and Support Services under this Contract.

Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. Within a reasonable time period, the State will respond in writing to such request and either: (i) accept the Change Request; (ii) reject the Change Request; or (iii) propose its own Change Request pursuant to the process described above. If the parties agree on carrying out a change requested by Contractor, a written Change Notice must be executed by both parties prior to Contractor's commencement of any changes.

**2.4 Additional State Projects.** An additional State Agency requesting services under this Contract will issue a proposed Statement of Work through DTMB-Procurement for a new Salesforce.com implementation and/or integration services request from Contractor. Contractor may provide an Initial Statement of Work proposal to DTMB-Procurement, including pricing, in response to the Agency's proposed Statement of Work. Contractor's Initial Statement of Work will be evaluated and negotiated in accordance with **Section 2.1** above. The resulting final Statement of Work will be added as a sequentially numbered schedule to this Contract, and will be identified as a Contract Change Notice, which must be executed by both parties' Contract Administrators.

**3. Software.** Contractor will design, develop, create, test, deliver, install, configure, integrate, customize and otherwise provide and make fully operational Software as described in the Statement of Work.

**3.1 Delivery of Software.** Contractor will provide all Software to the State in both Object Code and Source Code form, unless otherwise specified in the Statement of Work.



### 3.2 Third-Party Materials.

Contractor will not include in any Software, and operation of all Software in accordance with its Specifications and Documentation will not require, any Third-Party Materials, other than Approved Third-Party Materials, which must be specifically approved by the State and identified and described in the Statement of Work, and will be licensed to the State in accordance with **Section 14.3**. For purposes of this Section, Third Party Materials do not include any State Materials.

Contractor must secure, unless otherwise agreed to in the Statement of Work, at its sole cost and expense, all necessary rights, licenses, consents, approvals, and authorizations necessary for the State to use, perpetually and throughout the universe, all Approved Third-Party Materials as incorporated in or otherwise used in conjunction with Software as specified in the Statement of Work or elsewhere in this Contract.

3.3 Open-Source Components. Contractor will not include in any Software, and operation of all Software in accordance with its Specifications and Documentation will not require the use of, any Open-Source Components, other than Approved Open-Source Components, which must be specifically approved by the State and identified and described in the Statement of Work, and for which the relevant open-source license(s) (each, an “**Open-Source License**”) are attached as exhibits to the Statement of Work. Contractor will provide the State with links to Source Code for Approved Open-Source Components in accordance with the terms of the Open-Source License(s) at no cost to the State.

**4. Documentation.** Prior to or concurrently with the delivery of any Software, or by such earlier or other date as may be specified in the Implementation Plan for such Software, Contractor will provide the State with complete and accurate Documentation for such Software. Where the Statement of Work requires or permits delivery of Software in two or more phases, Contractor will also provide the State with integrated Documentation for the Aggregate Software upon its delivery.

4.1 Adequacy of Documentation. All Documentation must include all such information as may be reasonably necessary for the effective installation, testing, use, support, and maintenance of the applicable Software by the Intended User, including the effective configuration, integration, and systems administration of the Software and performance of all other functions set forth in the Specifications.

4.2 Documentation Specifications. Contractor will provide all Documentation in both hard copy and electronic form, in such formats and media as are set forth in the Statement of Work, or as the State may otherwise reasonably request in writing.

4.3 Third-Party Documentation. Other than Documentation for Approved Third-Party Materials and Approved Open-Source Components, no Documentation will consist of or include Third-Party Materials. To the extent Documentation consists of or includes Third-Party Materials, Contractor must secure, at its sole cost and expense, all rights, licenses, consents, approvals and authorizations specified in **Section 14.3** with respect to Approved Third-Party Materials.



## 5. Performance of Services.

### 5.1 State Standards.

The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at [http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--\\_00.html](http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--_00.html)

To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see [http://michigan.gov/cybersecurity/0,1607,7-217-34395\\_34476---\\_00.html](http://michigan.gov/cybersecurity/0,1607,7-217-34395_34476---_00.html). All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

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

### 5.2 Contractor Personnel.

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.

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) 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 Intellectual Property Rights provisions that grant the State rights in the Work Product consistent with the provisions of **Section 13.1** and, upon the State's request, provide the State with a copy of each such executed Contract; and
- (iii) if requested by the State, and at Contractor's sole cost and expense, conduct background checks on such Contractor Personnel, which background checks must comprise, at a minimum, a review of credit history, references and criminal record, in accordance with applicable Law.

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.



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.

5.3 Contractor's Project Manager. Throughout the Term of the Statement of Work, Contractor must maintain a Contractor employee acceptable to the State to serve as Contractor's Project Manager. Contractor's Project Manager will be identified in the Statement of Work.

Contractor's 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.

Contractor's Project Manager, or his/her designees, must attend all regularly scheduled meetings as set forth in the Implementation Plan, and will otherwise be available as set forth in the Statement of Work.

Contractor will maintain the same Project Manager throughout the Term of the Statement of Work, unless:

- (iv) the State requests in writing the removal of Contractor's Project Manager;
- (v) the State consents in writing to any removal requested by Contractor in writing;
- (vi) Contractor's Project Manager leaves the project for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation; or
- (vii) Contractor's Project Manager leaves the project due to a for cause termination of employment, or the promotion or transfer of the Project Manager, provided that such transfer or promotion occurs after twelve (12) months from the effective date of the final Statement of Work, and Contractor identifies a replacement approved by the State in advance and assigns the replacement to shadow the Project Manager for a period of at least thirty (30) calendar days.

Contractor will promptly replace its Project Manager on the occurrence of any event set forth in **Section 5.3(c)**. Such replacement will be subject to the State's prior written approval.



#### 5.4 Contractor's Key Personnel.

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's Project Manager, 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.

Contractor will not remove any Key Personnel from their assigned roles on the Statement of Work without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, due to a cause termination of the Key Personnel's employment, or the promotion or transfer of the Key Personnel, provided that such transfer or promotion occurs after twelve (12) months from the effective date of the final Statement of Work and Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who has been promoted or transferred for a period of at least 30 calendar, unless otherwise specified in the Statement of Work. 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 15.1**.

It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 15.1**, Contractor will issue to the State the corresponding credits set forth below (each, an "**Unauthorized Removal Credit**"):

- (i) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$15,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.
- (ii) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$15,000.00 credit specified above, Contractor will credit the State \$633.33 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$15000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed \$30,000.00 per individual.





- (iii) Contractor's aggregate liability for all Unauthorized Removal Credits assessed under the Statement of Work shall not exceed \$250,000, which will be the State's exclusive monetary remedy for Unauthorized Removals.

Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection (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.

5.5 Subcontractors. With the exception of Contractor's Affiliates, Contractor will not, without the prior written approval of the State, which consent may be given or withheld in the State's sole discretion, engage any Third Party to perform Services (including to create any Work Product). The State's approval of any such Third Party (each Affiliate or approved Third Party, a "**Permitted Subcontractor**") does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will:

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

name the State a third party beneficiary under Contractor's contract with each Permitted Subcontractor with respect to the Services and Work Product;

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

prior to the provision of Services or creation of Work Product by any Permitted Subcontractor:

- (i) obtain from such Permitted Subcontractor confidentiality, work-for-hire and intellectual property rights assignment agreements, in form and substance acceptable by the State, not to be unreasonably withheld, giving the State rights consistent with those set forth in **Section 13.1** and **Section 21** and, upon request, provide the State with a fully-executed copy of each such contract; and
- (ii) with respect to all Permitted Subcontractor employees providing Services or Work Product, comply with its obligations under **Section 5.2(b)**.

## 6. State Obligations.

6.1 State Resources and Access. The State is responsible for:

providing the State Materials, including State personnel, and such other resources as may be specified in the Statement of Work (collectively, "**State Resources**"); and



providing Contractor Personnel with such access to the Site(s) and Operating Environment as is necessary for Contractor to perform its obligations on a timely basis as set forth in the Statement of Work.

6.2 State Project Manager. Throughout the Term of this Contract, the State will maintain two State employees to serve as the State's Project Managers under this Contract. The State's Project Managers will be identified in the Statement of Work.

The State's Project Managers will:

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

The State's Project Managers, or their designees, will attend all regularly scheduled meetings as set forth in the Implementation Plan and will otherwise be available as set forth in the Statement of Work.

## 7. Pre-Delivery Testing.

7.1 Testing By Contractor. Before delivering and installing any Software Deliverable, Contractor must:

test the Software component of such Software Deliverable to confirm that it is fully operable, meets all material Specifications and will function in accordance with the Specifications and Documentation when properly installed in the Operating Environment;

scan such Software Deliverable using industry standard scanning software and definitions to confirm it is free of Harmful Code;

remedy any Non-Conformity or Harmful Code identified and retest and rescan the Software Deliverable; and

prepare, test and, as necessary, revise the Documentation component of the Software Deliverable to confirm it is complete and accurate and conforms to all requirements of this Contract.

7.2 State Participation. The State has the right to be present for all pre-installation testing. Contractor must give the State at least fifteen (15) calendar days' prior notice of all such testing.

## 8. Delivery and Installation.

8.1 Delivery. Contractor will deliver each Deliverable, and install all Software, on or prior to the applicable Milestone Date in accordance with the delivery criteria set forth in the Statement of Work. Contractor will deliver each Software Deliverable, including complete Documentation in compliance with **Section 4**, and the applicable Source Code. No Software Deliverable will be deemed to have been delivered or installed unless it complies with the preceding sentence.



8.2 Site Preparation. As specified in the Statement of Work, the State or Contractor will be responsible for ensuring the relevant Operating Environment is set up and in working order to allow Contractor to deliver and install each Software Deliverable on or prior to the applicable Milestone Date. Contractor will provide the State with such notice as is specified in the Statement of Work, prior to delivery of each such Software Deliverable to give the State sufficient time to prepare for Contractor's delivery and installation of the Software Deliverable. 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.

8.3 Effect of State Delays. If, as a result of any material failure (either individually or in the aggregate) by the State to perform any of its obligations under **Section 6** on a timely basis under the Statement of Work, Contractor is unable to timely meet all or any remaining Milestones under the Statement of Work either at all or without incurring additional costs, Contractor may extend such Milestone Dates for up to the length of the State's delay in accordance with the following:

Contractor shall promptly notify the State in writing, proposing a revised Implementation Plan reflecting new Milestone Dates for each affected Milestone, which Milestone Dates may be extended by no longer than the length of the State's delay.

If the State disputes Contractor's right to extend Milestone Dates, or the extent of any proposed extension, the State shall promptly notify Contractor and the parties shall comply with the Dispute Resolution Procedure.

If the parties agree on a revised Implementation Plan reflecting new Milestone Dates, such revision shall be set forth in a Change Notice executed by both parties.

Notwithstanding anything contained in this **Section 8.3**, Contractor shall use its commercially reasonable efforts to meet the Milestone Dates specified in the Statement of Work without any extension.

## 9. Acceptance Testing; Acceptance.

### 9.1 Acceptance Testing.

Upon installation of each Software Deliverable, Acceptance Tests will be conducted as set forth in this **Section 9.1** to ensure the Software Deliverable, including all Software and Documentation, conforms to the material requirements of this Contract, including the applicable Specifications and, in the case of the Software, the Documentation.

All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in the Statement of Work for the Software Deliverable, commence on the Business Day following installation of such Software Deliverable and be conducted diligently for up to thirty (30) Business Days, or such other period as may be set forth in the Statement of Work (the "**Testing Period**"). Acceptance Tests will be conducted by the party responsible as set forth in the Statement of Work or, if the 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.

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

Upon delivery and installation of the Aggregate Software under the Statement of Work, additional Acceptance Tests will be performed on the Aggregate Software as a whole to ensure full operability, integration, and compatibility among all elements of the Aggregate Software ("**Integration Testing**"). Integration Testing is subject to all procedural and other terms and conditions set forth in **Section 9.1**, **Section 9.3**, and **Section 9.4**.

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 Deliverable or part or feature of such Software Deliverable that prevents testing from moving forward. In such event, Contractor will immediately, and in any case within ten (10) Business Days, correct such Non-Conformity (or proceed using a work around that has been authorized by the State in writing), whereupon the Acceptance Tests and Testing Period will resume for the balance of the Testing Period.

9.2 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. 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 Deliverables.

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 9.3** and **Section 9.4**.

If such notice is provided by the State, is signed by both of the State's Project Managers, and identifies no Non-Conformities, such notice constitutes the State's Acceptance of such Software Deliverable or Aggregate Software.

If such notice is provided by Contractor and identifies no Non-Conformities, the State will have thirty (30) Business Days to use such Software Deliverable in the Operating Environment and determine, pursuant to the Specifications and Documentation, whether such Deliverable 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 Deliverable or, in the case of Integration Testing, Aggregate Software, and of the State's non-acceptance thereof, whereupon the parties' rights, remedies and obligations will be as set forth in **Section 9.3** and **Section 9.4**; or
- (ii) provide Contractor with a written notice of its Acceptance of such Software Deliverable or Aggregate Software, which must be signed by both of the State's Project Managers.

9.3 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 the Software



Deliverables, in accordance with the requirements set forth in the 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:

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

receipt of the State's notice under **Section 9.1(a)** or **Section 9.2(c)(i)**, identifying any Non-Conformities.

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

continue the process set forth in this **Section 9**;

accept the Software Deliverable as a nonconforming deliverable, in which case the Fees for such Software Deliverable will be reduced equitably to reflect the value of the Software Deliverable as received relative to the value of the Software Deliverable had it conformed; such partial acceptance shall be administered through a Change Notice; or

deem the failure to be a non-curable material breach of this Contract and the Statement of Work and terminate this Contract for cause in accordance with **Section 15.1**.

9.5 Acceptance. Acceptance ("**Acceptance**") of each Software Deliverable (subject, where applicable, to the State's right to Integration Testing) and Aggregate Software will occur on the date that is the earliest of:

the State's delivery of a notice accepting such Software Deliverable under **Section 9.2(b)**, or **Section 9.2(c)(ii)**;

solely if the State is responsible for performing such Acceptance Tests or Integration Testing, five (5) Business Days, or other period as agreed in the applicable Statement of Work (but not less than five (5) Business Days) after expiration of the Testing Period if the State has not notified Contractor of one or more Non-Conformities prior to such date; or

solely if Contractor is responsible for performing such Acceptance Tests or Integration Tests, the number of days specified in **Section 9.2(c)** after the State receives Contractor's Notice of Completion, if the State fails to respond to such Notice of Completion prior to such date.

## 10. Training; Maintenance and Support.

10.1 Training. With respect to all Software, Contractor will provide the State with training as set forth in the Statement of Work. All training set forth in the Statement of Work will be provided at the Fees set forth in the Statement of Work, it being acknowledged and agreed that the development and other Fees include full consideration for such services. The State may request, and if so requested, Contractor must provide on a timely basis, additional training at the rates specified in the Pricing Schedule set forth in **Exhibit 2**.



10.2 Maintenance and Support. With respect to all Software, Contractor will provide the State with the Maintenance and Support Services set forth in **Article 3, Section 3.002**. Such Maintenance and Support Services will be provided:

free of charge, during the Warranty Period, it being acknowledged and agreed by the parties that the development and other Fees include full consideration for such Services during such period; and

thereafter, for so long as the State elects to receive Support and Maintenance Services for such Software, in consideration of the State's payment of the Support Fees as determined in accordance with the rates set forth in the Maintenance and Support Schedule.

## 11. Fees.

11.1 Fees. Subject to all terms and conditions set forth in this **Section 11** and Contractor's performance of Services in accordance with the Statement of Work and the State's Acceptance of the applicable Deliverables, the State will pay the fees set forth in the Statement of Work ("**Fees**"). All such Fees will be determined in accordance with the fees, billing rates, and discounts ("**Pricing**") set forth in **Exhibit 2** (the "**Pricing Schedule**").

11.2 Firm Pricing. The Pricing set forth in the Pricing Schedule is firm and may not be modified during the Term of the Statement of Work.

## 12. Invoices and Payment.

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

clearly identify the Contract to which it relates, in such manner as is required by the State;

list each Fee item separately;

include sufficient detail as reasonably requested by the State for each line item to enable the State to satisfy its accounting and charge-back requirements;

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

include such other information as may be required by the State as set forth in the Statement of Work.

12.2 Payment. Invoices are due and payable by the State, in accordance with the State's standard payment procedures as specified in 1984 Public Act no. 279, MCL 17.51, *et seq.*, within forty-five (45) calendar days after receipt, provided that the invoice was properly rendered. . In addition and cumulative to all other remedies in law, at equity and under this Contract, if Contractor is in material default of its performance or



other obligations under this Contract and fails to cure the default within fifteen (15) calendar days after receipt of the State's written notice of default, the State may, without waiving any other rights under this Contract, elect to withhold from the payments due to Contractor under this Contract for the fees with respect to the particular Deliverables or Services giving rise to the default during the period beginning with the sixteenth (16th) calendar day after Contractor's receipt of such notice of default, and ending on the date that the default has been cured,, a proportion of such fees that, in the State's reasonable judgment, is in proportion to the magnitude of the default or the Services that Contractor is not providing; , provided that the State:

timely pays all amounts not subject to dispute;

notifies Contractor of the dispute prior to the due date, specifying in such notice (i) the amount in dispute, and (ii) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties;

works with Contractor to resolve the dispute promptly through the Dispute Resolution Procedure; and

promptly pays any amount determined to be due by resolution of the dispute.

Contractor shall continue performing its obligations in accordance with the Statement of Work notwithstanding any such dispute or actual or alleged nonpayment that is the subject of the dispute, pending its resolution.

**12.3 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 inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

**12.4 Right of Set Off.** Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount owing to it by Contractor against any amount payable by the State to Contractor under the Statement of Work.

**12.5 Payment Does Not Imply Acceptance.** The making of any payment by the State, or Contractor's receipt of payment, will in no way affect the responsibility of Contractor to perform the Services in accordance with this Contract, and will not imply the State's acceptance of any Services or Deliverables or the waiver of any warranties or requirements of this Contract.

### **13. Intellectual Property Rights.**

**13.1 State Ownership of Work Product.** Except as set forth in **Section 13.3**, or as mandated by federal law if federal funds will be used to pay Fees under the Statement of Work, the State is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product, including all Intellectual Property Rights. In furtherance of the foregoing, subject to **Section 13.3**:

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



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

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

**13.2 Further Actions.** Contractor will, and will cause the Contractor Personnel to, take all appropriate action and execute and deliver all documents, necessary or reasonably requested by the State to effectuate any of the provisions or purposes of **Section 13.1**, or otherwise as may be necessary or useful for the State to prosecute, register, perfect, record, or enforce its rights in or to any Work Product or any Intellectual Property Right therein.

**13.3 Background Technology, Approved Third-Party Materials, and Open-Source Components.**

Contractor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Background Technology or any enhancements or modifications made to such Background Technology, including all Intellectual Property Rights therein, subject to the license granted in **Section 14.1**.

Ownership of all Approved Third-Party Materials, and all Intellectual Property Rights therein, is and will remain with its respective owners, subject to any express licenses or sublicenses granted to the State under this Contract.

Ownership of all Open-Source Components, and all Intellectual Property Rights therein, is and will remain with its respective owners, subject to the State’s rights under the applicable Open-Source Licenses.

**13.4 State Materials.** The State will remain the sole and exclusive owners of all right, title, and interest in and to State Materials, including all Intellectual Property Rights therein. Contractor will have no right or license to, and will not, use any State Materials except solely during the Term of this Contract for which they are provided to the extent necessary to perform the Services and provide the Work Product to the State. All other rights in and to the State Materials are expressly reserved by the State.

**14. Licenses.**

**14.1 Background Technology License.** Contractor hereby grants to the State such rights and licenses with respect to the Background Technology that will allow the State to use and otherwise exploit perpetually throughout the universe for its business uses the Work Product, without incurring any fees or costs to Contractor (other than the Fees set forth under this Contract) or any other Person in respect of the Background Technology. In furtherance of the foregoing, such rights and licenses will:

be non-exclusive, non-transferrable, non-sublicensable, irrevocable, perpetual, fully paid-up and royalty-free;





include the rights for State contractors to use the Background Technology for the State's business uses; and

include the rights to use, reproduce, perform (publicly or otherwise), display (publicly or otherwise), modify, improve, create Derivative Works of, import, make, and have made, the Background Technology, including all such modifications, improvements and Derivative Works thereof, solely as part of, or as necessary to use the Work Product.

**14.2 State Materials.** The State hereby grants to Contractor the limited, royalty-free, non-exclusive right and license to State Materials solely as necessary to incorporate such State Materials into, or otherwise use such State Materials in connection with creating, the Work Product. The term of such license will commence upon the State's delivery of the State Materials to Contractor, and will terminate upon the State's acceptance or rejection of the Work Product to which the State Materials relate. Subject to the foregoing license, the State reserves all rights in the State Materials. All State Materials are considered Confidential Information of the State.

**14.3 Approved Third-Party Materials.**

Prior to the delivery date for any Deliverables under the Statement of Work, and except for any Approved Third-Party Materials specified in the Statement of Work as to be procured directly by the State, Contractor will secure for the State, at Contractor's sole cost and expense, such rights, licenses, consents and approvals for any Approved Third-Party Materials, that will allow the State to use and otherwise exploit perpetually throughout the universe for all or any purposes whatsoever the Deliverables, without incurring any fees or costs to any Third-Party (other than the Fees set forth under this Contract) in respect of the Approved Third-Party Materials.

All royalties, license fees, or other consideration payable in respect of such licenses are included in the Fees specified in the Statement of Work. Any additional amounts will be the sole responsibility of Contractor.

**14.4 Open-Source Components.** Any use of the Open-Source Components by the State will be governed by, and subject to, the terms and conditions of the applicable Open-Source Licenses.

**15. Termination, Expiration, Transition.**

**15.1 State Termination for Cause.**

The State may terminate this Contract, the Maintenance and Support Services and the Statement of Work, for cause, in whole or in part, effective upon written notice to the Contractor, if Contractor materially breaches this Contract, Maintenance and Support Services or the Statement of Work, and such breach:

- (i) is incapable of cure;
- (ii) is a repeated breach; or
- (iii) being capable of cure, remains uncured for thirty (30) calendar days after the Contractor receives written notice thereof.

Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material



The State may terminate this Contract, the Maintenance and Support Services, or the Statement of Work for cause, in whole or in part, effective upon written notice to the Contractor if Contractor: (i) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor.

If the State terminates this Contract under this **Section 15.1**, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately, if the State terminates under subsections (a)(i), (a)(ii), or (b) above, (ii) cease performance if the breach is not cured within thirty (30) calendar days, if the State is terminating under subsection (a)(iii), or (iii) continue to perform for a specified period not to exceed sixty (60) calendar days. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 15.2**.

The State will only pay for (i) amounts due to Contractor for Services and Deliverables accepted by the State on or before the date Contractor is instructed to cease performance under subsection (c) above, (ii) any holdbacks retained by the State that are associated with already accepted Services and Deliverables, and (iii) work in process on a pro rata basis, provided that such work in process is not the reason for the State's termination. All costs owed to Contractor are 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. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Services from other sources that would not have been incurred if Contractor had completed the Contract.

**15.2 State Termination for Convenience.** The State may terminate this Contract in whole or in part on thirty (30) calendar days' notice, 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 at the end of the thirty (30) day notice, or (b) continue to perform in accordance with **Section 15.4**. If the State terminates this Contract for convenience, the State will pay for all (a) accepted Services and Deliverables, (b) work in process on a pro rata basis, (c) any holdbacks retained by the State that are associated with already accepted Services and Deliverables, and (d) all reasonable costs for State approved Transition Responsibilities. Notwithstanding the foregoing, if the State terminates this Contract for non-appropriation, the State will pay the Contractor for the above costs only to the extent funds allocated to the Statement of Work are available.

**15.3 Termination by Contractor.** If the State breaches a material provision of this Contract, then the Contractor will provide the State with written notice of the breach and a time period (not less than thirty (30) calendar days) to cure the breach. 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 material breach within the time period specified in a written notice of breach.

**15.4 Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed sixty (60) calendar days)(the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly



transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Contract rates (on a fixed price or time and material basis, depending on the Services provided); (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services and Deliverables to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all State Materials and State Data; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed Deliverables prepared under this Contract as of the Contract termination or expiration date, provided Contractor has received full payment for such Deliverable; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "**Transition Responsibilities**"). This Contract is automatically extended through the end of the Transition Period.

#### 15.5 Effect of Expiration or Termination.

Upon termination or expiration of this Contract for any reason:

- (i) Contractor will be obligated to perform all Transition Responsibilities specified in **Section 15.4**.
- (ii) All licenses granted to Contractor in the State Materials and State Data will immediately and automatically also terminate. Contractor must promptly return to the State all State Materials and State Data not required by Contractor for its Transition Responsibilities, if any.
- (iii) Contractor will (A) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information, subject to Section 22.5 (B) permanently erase the State's Confidential Information from its computer systems and (C) certify in writing to the State that it has complied with the requirements of this **Section 15.5(a)(iii)**, in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any.

No expiration or termination of this Contract will affect the State's rights in any of the Deliverables that have already been paid for by the State.

15.6 Survival. This **Section 15** survives termination or expiration of this Contract.

**16. Stop Work Order.** The State may, at any time, order the Services of Contractor fully or partially stopped for its own convenience for up to thirty (30) 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 thirty (30) calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Statement of Work. The parties will agree upon an equitable adjustment through the Change Control Process under **Section 2.3** to (i) extend the Milestone Dates under the Statement of Work, and (ii) adjust Contractor Personnel staffing requirements, if as a result of the Stop Work Order, Contractor is unable to timely meet all or any remaining Milestones under the Statement of Work or its staffing of the project is affected by such Stop Work Order. Notwithstanding anything contained in this **Section 16**, Contractor shall use its commercially reasonable efforts to meet the Milestone Dates specified in the Statement of Work without any extension.



## 17. Contractor Representations and Warranties.

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

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;

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;

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

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.

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

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;

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; and

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.

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

It will perform all Services in a professional and workmanlike manner in accordance with 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;

It is in compliance with, and will perform all Services in compliance with, all applicable Law;

The State will receive good and valid title to the Software, free and clear of all encumbrances and liens of any kind;

When delivered and installed by Contractor, the Software will not contain any Harmful Code;



The Software will not contain, or operate in such a way that it is compiled with or linked to, any Open-Source Components other than Approved Open-Source Components;

The Software, including all updates, upgrades, new versions, new releases, enhancements, improvements and other modifications thereof, but excluding components comprising State Materials, Approved Third-Party Materials, and Open-Source Components, is or will be the original creation of Contractor, and Contractor has all rights or licenses needed to grant the rights and licenses provided by Contractor under this Contract;

As delivered, installed, specified, or approved by Contractor and used by the State or any Third Party authorized by the State, the Software: (i) will not infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any third party; and (ii) will comply with all applicable Laws; and

No expiration or loss of any patent or application for patent rights in the Software is pending, or, to Contractor's knowledge after reasonable inquiry, threatened or reasonably foreseeable, and Contractor has no reason to believe that any claims of any such patent or patent application are or will be invalid, unenforceable, fail to issue, or be materially limited or restricted beyond the current claims, except for patent rights expiring at the end of their statutory term.

Contractor is a global strategic partner of Salesforce.com, and has certified Salesforce.com practitioners to implement the Software and Services on and in the Operating Environment.

#### 17.4 Performance Warranty and Limited Remedy.

Contractor warrants that during the Warranty Period:

- (i) all Software will be, and as installed in the Operating Environment (or any successor thereto) and used in accordance with the Documentation will function in all respects, in material conformity with this Contract and the Specifications and Documentation; and
- (ii) any media on which any Software Deliverable is delivered will be free of damage or defect in design, material, and workmanship, and will remain so under ordinary use as contemplated by this Contract and the Specifications and, with respect to the Software component, the Documentation.

If the Contractor breaches any of the warranties set forth in **Section 17.4(a)** Contractor will, upon written notice from the State and at Contractor's sole cost and expense, remedy such breach in accordance with the Maintenance and Support Terms and Conditions or Statement of Work, as applicable, including the time periods set forth in such document. In the event Contractor fails to remedy such breach on a timely basis, the State will be entitled to such remedies as are specified in the Maintenance and Support Terms and Conditions or as may otherwise be available under this Contract, at law or in equity for breach of its Maintenance and Support obligations. Nothing in this **Section 17.4(b)** limits the State's right to indemnification under **Section 18.1**.

17.5 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY, OR CONDITION BE EXPRESS OR IMPLIED, INCLUDING ANY



WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE.

17.6 State hereby represents and warrants that it has all necessary right and title to all State Material to allow Contractor to perform its Services hereunder.

## 18. Indemnification.

18.1 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 losses, liabilities, damages, reasonable costs, reasonable attorney fees, and expenses (including those required to establish the right to indemnification), to the extent arising out third party claims or actions of or relating to: (a) any infringement, misappropriation, or other violation of any Intellectual Property Right of any Third Party in connection with any Service or Deliverable provided under the Statement of Work; and (b) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to negligent or more culpable 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).

18.2 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: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense 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. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 17.6**, 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.

### 18.3 Infringement Remedies.

The remedies set forth in this **Section 18.3** are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified for such actions.

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:

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



If neither of the foregoing is possible notwithstanding Contractor's commercially reasonable 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 refund to the State all amounts paid by the State in respect of such Allegedly Infringing Materials and any other aspects of the Aggregate Software provided under the Statement of Work for the Allegedly Infringing Materials that the State cannot reasonably use as intended under this Contract; and

If Contractor directs the State to cease using any Software under **Section 18.3(c)**, the State may terminate this Contract for cause under **Section 15.1**.

Contractor will have no liability for any claim of infringement arising solely from:

- (iii) Use of the Software for other than its intended use, as reflected in the Statement of Work or Documentation;
- (iv) Contractor's compliance with any designs, specifications, or instructions of the State;
- (v) Modification of the Software by the State without the prior knowledge and approval of Contractor; or
- (vi) Failure to use modifications or enhancements made available at no cost to the State by Contractor, provided Contractor has given the State written notice of such modification or enhancement, and such modification or enhancement will not degrade the Software performance,

unless the claim arose against the Software independently of any of the above specified actions.

## 19. Liquidated Damages.

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

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

The assessment of liquidated damages will not constitute a waiver or release of any other non-monetary remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under **Section 15.1**, but will constitute the sole monetary remedy for the relevant breach by Contractor, and the State will be entitled in its discretion to either seek to recover actual damages caused by Contractor's failure to perform its obligations under this Contract or to assess liquidated damages, in an instance where the breach gives rise to a liquidated damages remedy hereunder.



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

Contractor's liability for liquidated damages assessed under the applicable Statement of Work shall not exceed 10% of the amount of the Fees for the particular Deliverable that is subject to the liquidated damages claim.

## 20. Damages Disclaimers and Limitations.

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

Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS CONTRACT OR A STATEMENT OF WORK HEREUNDER, 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 OR A STATEMENT OF WORK, EXCEED THE MAXIMUM AMOUNT OF FEES SPECIFIED IN THE APPLICABLE STATEMENT OF WORK.

Exceptions. Subsections (a) (Disclaimer of Damages) and (b) (Limitation of Liability) above, shall not apply to:

- (i) Contractor's obligation to indemnify under **Section 18.1** of this Contract;
- (ii) Contractor's obligations under **Section 21.5** of this Contract (Compromise of State Data), subject to the Security Breach Indemnity Cap; and
- (iii) damages arising from either party's recklessness, bad faith, or intentional misconduct.

## 21. State Data.

21.1 Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Services; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act of 1996, as amended, and including 45 C.F.R. Part 160, Part 162 and Part 164 and any other regulations promulgated thereunder, all as of the effective date of this Contract ("**HIPAA**"). State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section 21.1** survives termination or expiration of this Contract.





**21.2 Contractor Use of State Data.** Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in confidence, using such degree of care as is 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; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This **Section 21.2** survives termination or expiration of this Contract.

**21.3 Extraction of State Data.** Contractor must, within three (3) 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.

**21.4 Backup and Recovery of State Data.** Contractor's backup and recovery obligations will be set forth in the Statement of Work.

**21.5 Compromise of State Data.** In the event of any Contractor act, error or omission, negligence, misconduct, or breach by Contractor that compromises the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data in possession or control of Contractor, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than within one (1) business day of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (15) calendar days after the State provides contact information to Contractor of the affected individuals; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, offer third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) reimburse the State for all reasonable costs incurred by the State in the investigation and remediation of such occurrence, including but not limited to all legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the occurrence; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all third party claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the Contractor's breach of this section; and (h) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to reduce the risk a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a



description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery by giving Contractor written notice that it elects to review such notice.

Notwithstanding anything to the contrary set forth in this Section or any other provision of this Contract, the aggregate liability of Contractor for damages under this Section shall not exceed the greater of One Million Dollars (\$1,000,000.00) or the maximum amount of Fees specified in the applicable Statement of Work (the "**Security Breach Indemnity Cap**"). This **Section 21.5** survives termination or expiration of this Contract for so long as Contractor has possession, custody or control of State data.

**22. Confidential Information.** Each party acknowledges that it may be exposed to or acquire communication or data of the other party that is confidential in nature and is 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; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). Notwithstanding the above, in all cases and for all matters, State Data is deemed to be Confidential Information.

**22.2 Obligation of Confidentiality.** The parties agree to hold all Confidential Information in 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; (c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State's Confidential Information in confidence; (d) as permitted under the Statement of Work; and (e) as required by law, regulation or court order, provided that to the extent a receiving party is required to disclose confidential information pursuant to this subsection, the receiving party shall provide the furnishing party with notice of the legal request within one (1) Business Day of receipt, and assist the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party. At the State's



request, any of the Contractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 22.2**.

**22.3 Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its reasonable 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 promptly 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 this **Section 22**. 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) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. If Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and certify the same in writing within five (5) calendar days from the date of termination to the other party. Notwithstanding anything herein to the contrary, Contractor shall have the right to retain copies of non-State Data Confidential Information, and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of such Confidential Information to the extent necessary to evidence performance of the Services, provided that Contractor retains such copies in accordance with its confidentiality obligations hereunder.

## **23. Data Privacy and Information Security.**

**23.1 Undertaking by Contractor.** Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including appropriate physical, technical, administrative, and organizational safeguards, that is reasonably designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or confidentiality of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all Contractor Representatives comply with all of the foregoing. 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 State IT policies and standards, which are available at [http://www.michigan.gov/dtmb/0,4568,7-150-56355\\_56579\\_56755---,00.html](http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html).



23.2 Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. During the providing of Services, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within forty-five (45) calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

23.3 Audit Findings. With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

23.4 State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or the 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 23**.

**24. HIPAA Compliance.** If the Contractor will have access to personal health information (PHI), which will be specified in the final Statement of Work, the State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.

**25. Payment Card Industry Data Security Standard.** If the Contractor processes, transmits, or stores credit/debit cardholder data on behalf of the State, which will be specified in the Statement of Work, it must: (a) treat cardholder data as confidential, including after Contract termination or expiration; (b) adhere to the Payment Card Industry Data Security Standards (PCI DSS) and applicable DTMB policies; (c) notify the Contract Administrator, within twenty-four (24) hours of discovery, of all failures to comply with the PCI DSS, DTMB policies, or any breach in security where cardholder data has been compromised and (i) conduct a security review, (ii) obtain a forensic report validating compliance with the current PCI Data Security Standards, and (iii) provide the forensic report to the State within two weeks of completion; (d) provide the Contract Administrator with an annual Attestation of Compliance or a Report on Compliance; and (e) when no longer needed, properly dispose of cardholder data in compliance with the PCI DSS and DTMB policy. At the State's request, Contractor must provide full cooperation to the State, a PCI representative, or a State approved third party to conduct a security review. Contractor is responsible for all costs associated with a breach.

**26. CEPAS Electronic Receipt Processing Standard.** All electronic commerce applications that allow for electronic receipt of credit or debit card and electronic check (ACH) transactions must be processed via the State's Centralized Electronic Payment Authorization System (CEPAS).

**27. Records Maintenance, Inspection, Examination, and Audit.**

27.1 Right of Audit. Upon written notice to Contractor, the State or its designee may audit Contractor to verify compliance with the Statement of Work. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Statement of Work (other than Contractor's internal costs to provide services) through the Term of the Statement of Work and for seven (7) years after the latter of termination, expiration, or final payment under the Statement of Work 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.



27.2 Right of Inspection. Within ten (10) calendar days of providing written 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 the Statement of Work. 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 the Statement of Work must be paid or refunded within forty-five (45) calendar days.

27.3 Application. This **Section 27** applies to Contractor, any Affiliate, and any Permitted Subcontractor that performs Services in connection with this Contract.

**28. Insurance Requirements.**

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

Insurance Type	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Contractor must have its policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) for a claims-made policy, provide 3 years of tail coverage.
<b>Motor Vehicle Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Aggregate Disease.	
<b>Cyber Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have its policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
<b>Professional Liability (Errors and Omissions) Insurance</b>	
<u>Minimal Limits:</u> \$2,000,000 Each Occurrence \$2,000,000 Annual Aggregate	



28.2 If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits, subject to Contractor's limitation of liability under **Section 20(b)**. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

28.3 Contractor must: (a) provide insurance certificates to the State's Contract Administrator, containing the Contract number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that Permitted Subcontractors maintain the required insurances contained in this Section; (c) notify the State's Contract Administrator within ten (10) Business Days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

## 29. Dispute Resolution.

29.1 Unless otherwise specified in the Statement of Work, the parties will endeavor to resolve any Contract dispute in accordance with **Section 29**. The initiating party will reduce its description of the dispute to writing (including all supporting documentation) and deliver it to the responding party's Project Manager(s). The responding party's Project Manager(s) must respond in writing within five (5) Business Days. The initiating party has five (5) Business Days to review the response. If after such review resolution cannot be reached, both parties will have an additional five (5) Business Days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved within a total of fifteen (15) Business Days, the parties must submit the dispute to the parties' Contract Administrators. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

29.2 Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' Contract Administrators, and either Contract Administrator 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 29** does not limit either party's right to terminate this Contract.

## 30. Miscellaneous.

30.1 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 Work Product is 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 Work Product. Without limiting the generality of the foregoing, Contractor acknowledges and agrees that, if Contractor or its estate shall become subject to any bankruptcy or similar proceeding:

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



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 Work Product, 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.

**30.2 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 30.2** applies to Contractor, any Affiliate, and any Permitted Subcontractor that Performs Services in connection with this Contract.

**30.3 Compliance with Laws.** Contractor and its Representatives must comply with all Laws in connection with this Contract.

**30.4 Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Contractor and its Permitted Subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

**30.5 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.

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

**30.7 Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Services from other sources.

**30.8 Force Majeure.** Neither party will be liable or responsible to the other party, nor will be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such failure or delay is caused by:

acts of God;

flood, fire or explosion;

war, terrorism, invasion, riot, or other civil unrest;



embargoes or blockades in effect on or after the date of this Contract;

national or regional emergency; or

any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition.

(each of the foregoing, a “**Force Majeure**”), in each case, provided that: (i) such event is outside the reasonable control of the affected party; (ii) the affected party provides prompt notice to the other party, stating the period of time the occurrence is expected to continue; and (iii) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure event.

**30.9 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 shall have authority to contract for or bind the other party in any manner whatsoever.

**30.10 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.

**30.11 Website Incorporation.** The State is not bound by any content on Contractor’s website unless expressly incorporated directly into this Contract.

**30.12 Notices.** All notices, requests, consents, claims, demands, waivers and other communications under this Contract must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this **Section 30.12**):

If to Contractor: 200 Renaissance Center, Suite 3900  
Detroit, MI 48243-1895  
Email: sashah@deloitte.com  
Attention: Sanjay Shah, Principal

If to State: 525 W. Allegan, 1<sup>st</sup> Floor  
Lansing, MI 48933  
Email: hatchd@michigan.gov  
Attention: David Hatch, IT Buyer

Notices sent in accordance with this **Section 30.12** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next Business Day, if sent after normal business hours of the recipient; or (d) on the fifth (5<sup>th</sup>) calendar day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

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





30.14 Entire Contract. This Contract, together with all Schedules, Exhibits, and the Statement of Work constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter of this Contract and supersedes all prior and contemporaneous understandings, 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 body of this Contract, the Schedules, Exhibits, and the Statement of Work, the following order of precedence governs: (a) first, this Contract, excluding its Exhibits, Schedules, and the Statement of Work; (b) second, the Statement of Work as of the Effective Date; and (c) third, the Exhibits and Schedules to this Contract as of the Effective Date.

30.15 Assignment. Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Contract, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior written consent. However, Contractor may assign the Contract to an Affiliate so long as (a) Contractor provides the State thirty (30) days prior written notice of such assignment, (b) the Affiliate is adequately capitalized and can provide adequate assurances that the Affiliate can perform the Contract and applicable Statement of Work, and (c) a Change Notice will be executed by the parties if necessary under DTMB contracting policies. No delegation or other transfer will relieve Contractor of any of its obligations or performance under this Contract. Any purported assignment, delegation, or transfer in violation of this **Section 30.15** is void.

30.16 No Third-Party Beneficiaries. This Contract is for the sole benefit of the parties and their respective successors and permitted assigns. Nothing in this Contract, 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.

30.17 Amendment and Modification; Waiver. No amendment to or modification of this Contract is effective unless it is in writing, identified as an amendment to this Contract and signed by an authorized Representative of both parties. Further, certain amendments to this Contract may require State Administrative Board Approval. No waiver by any party of any of the provisions of this Contract will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Contract will operate or be construed as a waiver. Nor will any single or partial exercise of any right, remedy, power or privilege under this Contract preclude the exercise of any other right, remedy, power or privilege.

30.18 Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties must negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions be consummated as originally contemplated to the greatest extent possible.

30.19 Equitable Relief. Each party acknowledges that a breach by a party of **Section 13** (Intellectual Property Rights; Ownership), **Section 21** (State Data), or **Section 22** (Confidential Information) may cause the non-breaching party immediate and irreparable harm, for which an award of damages would not be adequate compensation. Each party agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including in the form of orders for preliminary or permanent



injunction, specific performance, and any other relief that may be available from any court. Such remedies will not be deemed to be exclusive but may be in addition to all other remedies available under this Contract, at law or in equity, subject to any express exclusions or limitations in this Contract to the contrary.

30.20 **Counterparts.** This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same Contract. A signed copy of this Contract delivered by email or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

### 23.002 Maintenance and Support Services

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 Article 3, Section 3.002 shall have the respective meanings given to them in the Contract.

**"Contact List"** means a current list of Contractor contacts and telephone numbers set forth in the attached **Exhibit 6** 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.

**"Error"** means any failure of the Software to operate in all material respects in accordance with the Specifications and, to the extent consistent with and not limiting of the Specifications, the Documentation, including any problem, failure or error referred to in the Service Level Table.

**"Excused Cause"** means any Force Majeure event or defect in any third party software or hardware (not including Salesforce.com or other AppExchange product) that Contractor has not provided or caused to be provided to the State.

**"First Line Support"** means the identification, diagnosis and correction of Errors by the provision of the following Support Services by help desk technicians sufficiently qualified and experienced to identify and Resolve the State's Support Requests reporting these Errors: (a) telephone and email assistance; and (b) access to technical information on the Contractor's website for proper use of the Software.

**"Contract"** means the Contract to which this Schedule relates.

**"Out-of-scope Services"** means any of the following: (a) any services requested by the State and performed by Contractor in connection with any apparent Software Error that the State and Contractor agree in writing has been caused by a State Cause; and (b) any Second Line Support requested by the State and provided by an individual requested by the State whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request, provided that an appropriately qualified or experienced individual was available at the time when the Second Line Support was sought.

**"Resolve"** and the correlative terms, **"Resolved"**, **"Resolving"** and **"Resolution"** each have the meaning set forth in **Section 2.2** of this Schedule.

**"Schedule"** means Article 3, Section 3.002 to the Contract.

**"Second Line Support"** means the identification, diagnosis and correction of Errors by the provision of technical support by a qualified individual on the Contact List.

**"Service Credits"** means the service credits specified in **Section 5.1** of this Schedule.

**"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 2.2** of this Schedule.

"**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 or Service Level failure, except, in each case, any such causes resulting from any action or inaction that is authorized by this Schedule or the Contract, specified in the then-current Specifications or Documentation, or otherwise authorized in writing by Contractor: (a) any negligent or improper use, misapplication, misuse or abuse of, or damage to, the Software by or on behalf of the State or its other contractors; (b) any maintenance, update, improvement or other modification to or alteration of the Software to the extent made by the State or its other contractors; or (c) any use by or on behalf of the State or its other contractors of any Third-party Materials that Contractor has not provided or caused to be provided to the State; or (d) any failure by the State to perform its material obligations (either individually or in the aggregate) under this Contract, including, without limitation, those identified in Section 4.2 of this Schedule.

"**State Systems**" means the State's information technology infrastructure, including the State's computers, software, databases, electronic systems (including database management systems) and networks.

"**Support Fees**" has the meaning set forth in **Section 3.1** of this Schedule.

"**Support Hours**" means 6 am – 6 pm Eastern Time Monday through Friday, excluding State holidays.

"**Support Period**" means the period of time beginning on the date the State has Accepted the Aggregate Software under the Contract and ending on the date the Contract expires or is terminated.

"**Support Request**" has the meaning set forth in **Section 4.1** of this Schedule.

"**Support Services**" means Contractor's support of the Software, including First Line Support and Second Line Support, but excluding any Out-of-scope Services.

"**Third-party Products**" means all third-party software, computer hardware, network hardware, electrical, telephone, wiring and all related accessories, components, parts and devices that Contractor has not provided or caused to be provided to the State under the Contract.

**2. Support Services.** Contractor shall perform all First Line Support, Second Line Support and other Support Services during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the Contract, including the Service Levels and other Contractor obligations set forth in this **Section 2**.

**2.1 Support Service Responsibilities.** Contractor shall:  
respond to and Resolve all Support Requests in accordance with the Service Levels;  
provide Second Line Support to the State in accordance with **Section 2.3** of this Schedule;  
provide the State with 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  
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.

**2.2 Service Levels.** 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. The measurement



period is one calendar month. "**Resolve**", "**Resolved**", "**Resolution**" and correlative capitalized terms mean, with respect to any particular Support Request, that Contractor has corrected the Error that prompted that Support Request and that the State has confirmed such correction and its acceptance of it in writing (not to be unreasonably withheld, and the measurement period below shall not include State delays in such acceptance). 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 (such designations shall be reasonably based on the descriptions below, and the measurement period shall not include State delays in determining the designation), subject to the parties' written agreement to revise such designation after Contractor's investigation of the reported Error and consultation with the State:

2.3 Escalation to Second Line Support. First Line Support for any Support Requests will be escalated to Second Line Support as follows:

Contractor shall immediately escalate any Severity Level 1 Error Support Request to provide Second Line Support if Contractor has not Resolved such Support Request within one (1) Business Day after the Level 1 Response time has elapsed.

Contractor shall immediately escalate any Severity Level 2 Error Support Request to provide Second Line Support if Contractor has not Resolved such Support Request within three (3) Business Days after the Level 1 Response time has elapsed.

Without limiting the foregoing, Contractor shall provide Second Line Support to the State within two (2) hours of its receipt of any State Request for such Second Line Support. Contractor shall provide Second Line Support by personnel designated in the Contact List who have the appropriate qualifications, skills and experience to fully and efficiently Resolve the State's Support Request within the Resolution time specified for such Support Request in the Service Level Table.

2.4 Escalation to Parties' Point of Contact. 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 point of contact and then to their respective Contract Administrators.

2.5 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.

2.6 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;

its Service Level performance, including Service Level response and Resolution times; and  
the Service Credits to which the State may be entitled.

### 3. Fees.

3.1 Support Fees. In consideration of Contractor's performance of the Support Services in accordance with the terms and conditions of this Schedule and the Contract, the State shall pay to Contractor the fees set forth in the Exhibit 2 which this Schedule is associated with. Payment to Contractor of the Support Fees pursuant to Exhibit 2 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, unless otherwise agreed. The Support Fees referenced in this Schedule are firm and will not be modified during the Support Period, unless otherwise agreed.

3.2 Warranty Period. No Support Fees shall be owed to Contractor under this Schedule during the Warranty Period for the Software, as specified under the Contract, it being understood and agreed to by Contractor that Contractor's Support Services during the Warranty Period are at Contractor's sole cost and expense. During the Warranty Period the Service Credits shall not apply.

### 4. Support Requests and State Obligations.



4.1 Support Requests. 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 set forth in **Section 2.2** of this Schedule (each a "**Support Request**"). The State shall notify Contractor of each Support Request by e-mail or telephone or such other means as the parties may agree to in writing. The State shall include in each Support Request a description of the reported Error and the time the State first observed the Error.

4.2 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) direct access at the State's premises to the State Systems and the State's files, equipment and personnel;
- (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.

5. Service Credits.

5.1 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 may 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 or Excused Cause.

Severity Level of Error	Service Credits For Response Time Service Level Failures	Service Credits For Resolution Time Service Level Failures
1	<p><b>Level 2 Response</b> An amount equal to 5% of the then current monthly Support Fee under the applicable Statement of Work for each hour by which Contractor's response exceeds the required Level 2 Response time.</p>	An amount equal to 10% of the then current monthly Support Fee under the applicable Statement of Work for each hour by which Contractor's Resolution of the Support Request exceeds the required Resolution time.
2	<p><b>Level 2 Response</b> An amount equal to 2% of the then current monthly Support Fee under the applicable Statement of Work 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>	An amount equal to 4% of the then current monthly Support Fee under the applicable Statement of Work 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.
3	No Service Credits are Available for Severity Level 3 Response Time Service Level Failures.	No Service Credits are Available for Severity Level 3 Resolution Time Service Level Failures.

5.2 Compensatory Purpose. The parties intend that the Service Credits constitute a liquidated damage 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. Contractor's liability for such liquidated damages assessed during an applicable year of Support under a Statement of Work under this Schedule shall not exceed 15% of the corresponding annual Support Fees for the applicable Statement of Work. The Service Credits are the sole and exclusive remedy the Contractor's failure to meet Service Levels, except as provided below in Section 5.4.

5.3 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 may be entitled during that invoice period. Contractor shall apply the amount of the Service Credit to such invoice.

5.4 Additional Remedies for Service Level Failures. Contractor's failure to meet the Service Levels for Resolution of any Severity Level 1 Errors, or any combination of such Errors, within the applicable Resolution time set out in the Service Level Table, provided that the failure did not result from a State Cause or Excused Cause, may constitute a material breach under the Contract. Without limiting the State's right to receive Service Credits under this **Section 5**, the State may at its option, in the event of such failure:

use any previous version or release of the Software in which such Severity Level 1 Error does not occur or can be worked around if the then-current Software exhibits an un-Resolved Severity Level 1 Error or Error, and Contractor shall perform all Support Services for such previous version or release until the Contractor Resolves such Severity Level 1 Error for the then-current Software; and

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 Statement of Work for cause in accordance with Section 15.1 of the Contract.

6. Communications. In addition to the mechanisms for giving notice specified in Section 30.12 of the Contract, unless expressly specified otherwise in this Schedule or the Contract, the parties may use e-mail for communications on any matter referred to herein.



**Article 4 – Exhibits**

- Exhibit 1 – Business and Functional Requirements**
- Exhibit 2 – Cost Tables**
- Exhibit 3 – Breakdown of Related or Third-Party Software**
- Exhibit 4 – Enterprise Architecture Solution Assessment**
- Exhibit 5 – Training Plan**
- Exhibit 6 – Support Contacts**



EXHIBIT 1

[Functional and Business Requirements]  
(SEE ATTACHED)





EXHIBIT 2

[Cost Tables]

Table 1 - Project Cost Summary

No.	Project Cost(s)	Cost (\$)	Comments
A.	<b>Global Requirements</b> (includes the following services – Project Initiation & Planning, <b>Confirm Infrastructure</b> , Requirements & Design, Construction & Testing, Training & Documentation, Implementation, and Warranty) Give breakdown in Table 2.	<b>\$506,257</b>	This is a fixed cost for implementing the Global Requirements based on the requirements as agreed upon in this contract.
B.	<b>Licensing Module</b> (includes the following services – Project Initiation & Planning, Requirements & Design, Construction & Testing, Training & Documentation, Implementation, and Warranty) Give breakdown in Table 3.	<b>\$759,385</b>	This is a fixed cost for implementing the Licensing Module based on the requirements as agreed upon in this contract.
C.	<b>Enforcement Module</b> (includes the following services – Project Initiation & Planning, Requirements & Design, Construction & Testing, Training & Documentation, Implementation, and Warranty) Give breakdown in Table 4.	<b>\$455,632</b>	This is a fixed cost for implementing the Enforcement Module based on the requirements as agreed upon in this contract.
D.	<b>Executive Services Module</b> (includes the following services – Project Initiation & Planning, Requirements & Design, Construction & Testing, Training & Documentation, Implementation, and Warranty) Give breakdown in Table 5.	<b>\$379,693</b>	This is a fixed cost for implementing the Executive Services Module based on the requirements as agreed upon in this contract.
E.	<b>Finance Module</b> (includes the following services – Project Initiation & Planning, Requirements & Design, Construction & Testing, Training & Documentation, Implementation, and Warranty) Give breakdown in Table 6.	<b>\$379,694</b>	This is a fixed cost for implementing the Finance Module based on the requirements as agreed upon in this contract.
F.	<b>Maintenance and Support Recurring Costs</b> Give breakdown in Table 7	<b>\$1,071,764</b>	This is a 5-year cost for Maintenance and Third-Party Costs
G.	<b>Knowledge Transfer/Transition</b> Give breakdown in Table 8	<b>\$90,000</b>	This is a fixed cost for providing Knowledge Transfer/Transition to identified MLCC resources
H.	<b>Future Enhancements / Rate Card</b> Give breakdown in Table 9	<b>NA</b>	This is the cost of future enhancements based on rate/hr. for each position; see Table 9.
I.	<b>Total Project Cost</b>	<b>\$3,642,426</b>	<b>Implementation Services Cost ~\$2.5M.</b> This is the total 5-year cost to the state (which includes maintenance and support recurring costs for 5 years)



Table 2 - Global Requirements

No.	Category	Resources Required (Contractor to identify IT classification)	Total # of hours (Contractor to identify # of hours per resource)	Total cost (\$) (Contractor must transfer category totals to Table 1)	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
A.	<b>A.1 Section 1.300 Project Initiation &amp; Planning Services</b>	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager	289	<b>\$50,626</b>	Based on effort required to complete the deliverables.
	<b>A.2 Section 1.104(A) Confirm Infrastructure</b>	Project Manager, System Architect, Senior Software Engineer	58	<b>\$10,125</b>	Based on effort required to complete the deliverables.
B.	<b>Section 1.104(B) Requirements &amp; Design Services</b>	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	347	<b>\$60,750</b>	Based on functional complexity and effort required to complete the deliverables.
C.	<b>Section 1.104(C) Construction &amp; Testing Services</b>			<b>Provide category costs below</b>	
	<b>C.1 Construction and Testing Plan</b>	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Configuration Lead	145	<b>\$25,313</b>	Based on effort required to complete the deliverables.
	<b>C.2 Data Preparation and Data Migration Plan</b>	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Data Management Specialist	87	<b>\$15,188</b>	Based on complexity of data conversion.
	<b>C.3 Configure System</b>	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Configuration Analyst, Custom Developer	579	<b>\$101,251</b>	Based on functional complexity of licenses, business rules, and documents.
	<b>Integrations</b>				
	<i>See Business Requirement 2.0, 10.0, 10.1, 15, 17, 18, 27, 27.9, and 30.</i>	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Integration Specialist	347	<b>\$60,750</b>	Based on # and complexity of integrations required.
	<i>Other (specify):</i>				Based on # and complexity of integrations required.



	<b>C.4 Total Integrations</b>				<b>\$60,750</b>
	<b>C.5 Transition and Operations Planning</b>	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	58	<b>\$10,125</b>	Based on effort required to complete the deliverables.
	<b>C.6 System Testing &amp; User Acceptance Testing</b>	Project Manager, Business Analyst, Testing Manager, Testing Analyst	579	<b>\$101,251</b>	Based on testing effort required to complete the deliverables.
D.	<b>Section 1.104 (D) Training and Documentation</b>			<b>Provide category costs below</b>	
	<b>D.1 Training Cost</b> (Breakdown and explain costs in the comments).	Project Manager, Business Analyst, Training Manager, Training Analyst	87	<b>\$15,188</b>	Based on the training preparation and delivery effort.
	<b>D.2 Documentation Cost</b> (Breakdown and explain costs in the comments).	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	87	<b>\$15,188</b>	Based on documentation development effort.
E.	<b>Section 1.104 (E) Implementation Services</b>			<b>Provide category costs below</b>	
	<b>E.1 Production Cutover</b>	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	58	<b>\$10,125</b>	Based on effort required to conduct cutover.
	<b>E.2 Installation Testing</b>	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer, Testing Analyst	58	<b>\$10,125</b>	Based on effort required to conduct testing.
	<b>E.3 Production Go-Live</b>	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	58	<b>\$10,125</b>	Based on effort required for go live.



	<b>E.4 Post Implementation Evaluation Report (PIER) &amp; Performance and Reliability Evaluation (PARE)</b>	Project Manager, Business Analyst, Testing Manager	58	<b>\$10,125</b>	Based on effort required to prepare report.
	<b>Total Global Requirements Cost (Transfer total to Row A of Table 1)</b>		2893	<b>\$506,257</b>	



Table 3 - Licensing Module

No.	Category	Resources Required (Contractor to identify IT classification)	Total # of hours (Contractor to identify # of hours per resource)	Total cost (\$) (Contractor must transfer category totals to Table 1)	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
A.	<b>Section 1.300 Project Initiation &amp; Planning Services</b>	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager	434	<b>\$75,938</b>	Based on effort required to complete the deliverables.
B.	<b>Section 1.104(B) Requirements &amp; Design Services</b>	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	521	<b>\$91,126</b>	Based on functional complexity and effort required to complete the deliverables.
	<b>Section 1.104(C) Construction &amp; Testing Services</b>			<b>Provide category costs below</b>	
	<b>C.1 Construction and Testing Plan</b>	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Configuration Lead	217	<b>\$37,969</b>	Based on effort required to complete the deliverables.
	<b>C.2 Data Preparation and Data Migration Plan</b>	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Data Management Specialist	130	<b>\$22,781</b>	Based on complexity of data conversion.
C.	<b>C.3 Configure System</b>	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Configuration Analyst, Custom Developer	1085	<b>\$189,846</b>	Based on functional complexity of licenses, business rules, and documents.
	<b>Integrations</b>				
	<i>See Business Requirements 73 and 122.</i>	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Integration Specialist	391	<b>\$68,344</b>	Based on # and complexity of integrations required.
	<i>Other (specify):</i>			<b>\$</b>	
	<b>C.4 Total Integrations</b>				68344.45314
	<b>C.5 Transition and Operations Planning</b>	Project Manager, Senior Software Engineer, System Architect, Business	87	<b>\$15,188</b>	Based on effort required to complete the deliverables.



		Analyst, Testing Manager			
	<b>C.6 System Testing &amp; User Acceptance Testing</b>	Project Manager, Business Analyst, Testing Manager, Testing Analyst	868	<b>\$151,877</b>	Based on testing effort required to complete the deliverables.
	<b>Section 1.104 (D) Training and Documentation</b>			<b>Provide category costs below</b>	
D.	<b>D.1 Training Cost</b> (Breakdown and explain costs in the comments).	Project Manager, Business Analyst, Training Manager, Training Analyst	130	<b>\$22,781</b>	Based on the training preparation and delivery effort.
	<b>D.2 Documentation Cost</b> (Breakdown and explain costs in the comments).	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	130	<b>\$22,781</b>	Based on documentation development effort.
	<b>Section 1.104 (E) Implementation Services</b>			<b>Provide category costs below</b>	
E.	<b>E.1 Production Cutover</b>	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	87	<b>\$15,188</b>	Based on effort required to conduct cutover.
	<b>E.2 Installation Testing</b>	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer, Testing Analyst	87	<b>\$15,188</b>	Based on effort required to conduct testing.
	<b>E.3 Production Go-Live</b>	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	87	<b>\$15,188</b>	Based on effort required for go live.
	<b>E.4 Post Implementation Evaluation Report (PIER) &amp; Performance and Reliability Evaluation (PARE)</b>	Project Manager, Business Analyst, Testing Manager	87	<b>\$15,188</b>	Based on effort required to prepare report.
	<b>Total Licensing Module Cost (Transfer total to Row B of Table 1)</b>			<b>\$759,385</b>	(Totals from rows A, B, C.1, C.2, C.3, C.4, C.5, C.6, D.1, D.2, E.1, E.2, E.3, and E.4 of this table)



Table 4 - Enforcement Module

No.	Category	Resources Required (Contractor to identify IT classification)	Total # of hours (Contractor to identify # of hours per resource)	Total cost (\$) (Contractor must transfer category totals to Table 1)	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
A.	<b>Section 1.300 Project Initiation &amp; Planning Services</b>	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager	260	<b>\$45,563</b>	Based on effort required to complete the deliverables.
B.	<b>Section 1.104(B) Requirements &amp; Design Services</b>	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	312	<b>\$54,675</b>	Based on functional complexity and effort required to complete the deliverables.
	<b>Section 1.104(C) Construction &amp; Testing Services</b>			<b>Provide category costs below</b>	
	<b>C.1 Construction and Testing Plan</b>	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Configuration Lead	130	<b>\$22,781</b>	Based on effort required to complete the deliverables.
	<b>C.2 Data Preparation and Data Migration Plan</b>	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Data Management Specialist	78	<b>\$13,669</b>	Based on complexity of data conversion.
C.	<b>C.3 Configure System</b>	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Configuration Analyst, Custom Developer	651	<b>\$113,908</b>	Based on functional complexity of licenses, business rules, and documents.
	<b>Integrations</b>				
	<i>See Business Requirement 190.</i>	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Integration Specialist	234	<b>\$41,006</b>	Based on # and complexity of integrations required.
	<i>Other (specify):</i>		0	<b>\$-</b>	



	<b>C.4 Total Integrations</b>				41006.35723
	<b>C.5 Transition and Operations Planning</b>	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	52	<b>\$9,113</b>	Based on effort required to complete the deliverables.
	<b>C.6 System Testing &amp; User Acceptance Testing</b>	Project Manager, Business Analyst, Testing Manager, Testing Analyst	521	<b>\$91,126</b>	Based on testing effort required to complete the deliverables.
	<b>Section 1.104 (D) Training and Documentation</b>			<b>Provide category costs below</b>	
D.	<b>D.1 Training Cost</b> (Breakdown and explain costs in the comments).	Project Manager, Business Analyst, Training Manager, Training Analyst	78	<b>\$13,669</b>	Based on the training preparation and delivery effort.
	<b>D.2 Documentation Cost</b> (Breakdown and explain costs in the comments).	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	78	<b>\$13,669</b>	Based on documentation development effort.
	<b>Section 1.104 (E) Implementation Services</b>			<b>Provide category costs below</b>	
E.	<b>E.1 Production Cutover</b>	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	52	<b>\$9,113</b>	Based on effort required to conduct cutover.
	<b>E.2 Installation Testing</b>	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer, Testing Analyst	52	<b>\$9,113</b>	Based on effort required to conduct testing.
	<b>E.3 Production Go-Live</b>	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration	52	<b>\$9,113</b>	Based on effort required for go live.





		Analyst, Custom Developer			
	<b>E.4 Post Implementation Evaluation Report (PIER) &amp; Performance and Reliability Evaluation (PARE)</b>	Project Manager, Business Analyst, Testing Manager	52	<b>\$9,113</b>	Based on effort required to prepare report.
	<b>Total Enforcement Module Cost (Transfer total to Row C of Table 1)</b>			<b>\$455,632</b>	(Totals from rows A, B, C.1, C.2, C.3, C.4, C.5, C.6, D.1, D.2, E.1, E.2, E.3, and E.4 of this table)



Table 5 - Executive Services

No.	Category	Resources Required (Contractor to identify IT classification)	Total # of hours (Contractor to identify # of hours per resource)	Total cost (\$) (Contractor must transfer category totals to Table 1)	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
A.	<b>Section 1.300 Project Initiation &amp; Planning Services</b>	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager	217	<b>\$37,969</b>	Based on effort required to complete the deliverables.
B.	<b>Section 1.104(B) Requirements &amp; Design Services</b>	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	260	<b>\$45,563</b>	Based on functional complexity and effort required to complete the deliverables.
	<b>Section 1.104(C) Construction &amp; Testing Services</b>			<b>Provide category costs below</b>	
	<b>C.1 Construction and Testing Plan</b>	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Configuration Lead	108	<b>\$18,984</b>	Based on effort required to complete the deliverables.
	<b>C.2 Data Preparation and Data Migration Plan</b>	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Data Management Specialist	65	<b>\$11,391</b>	Based on complexity of data conversion.
C.	<b>C.3 Configure System</b>	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Configuration Analyst, Custom Developer	542	<b>\$94,923</b>	Based on functional complexity of licenses, business rules, and documents.
	<b>Integrations</b>				
	<i>See Business Requirement 206.6.1</i>	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Integration Specialist	195	<b>\$34,172</b>	Import specified fields from the state's accounting system (currently MAIN, or MiDB)
	<i>Other (specify):</i>		0	<b>\$-</b>	



	<b>C.4 Total Integrations</b>				34172.22657
	<b>C.5 Transition and Operations Planning</b>	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	43	<b>\$7,594</b>	Based on effort required to complete the deliverables.
	<b>C.6 System Testing &amp; User Acceptance Testing</b>	Project Manager, Business Analyst, Testing Manager, Testing Analyst	434	<b>\$75,938</b>	Based on testing effort required to complete the deliverables.
	<b>Section 1.104 (D) Training and Documentation</b>			<b>Provide category costs below</b>	
D.	<b>D.1 Training Cost</b> (Breakdown and explain costs in the comments).	Project Manager, Business Analyst, Training Manager, Training Analyst	65	<b>\$11,391</b>	Based on the training preparation and delivery effort.
	<b>D.2 Documentation Cost</b> (Breakdown and explain costs in the comments).	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	65	<b>\$11,391</b>	Based on documentation development effort.
	<b>Section 1.104 (E) Implementation Services</b>			<b>Provide category costs below</b>	
E.	<b>E.1 Production Cutover</b>	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	43	<b>\$7,594</b>	Based on effort required to conduct cutover.
	<b>E.2 Installation Testing</b>	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer, Testing Analyst	43	<b>\$7,594</b>	Based on effort required to conduct testing.
	<b>E.3 Production Go-Live</b>	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration	43	<b>\$7,594</b>	Based on effort required for go live.



		Analyst, Custom Developer			
	<b>E.4 Post Implementation Evaluation Report (PIER) &amp; Performance and Reliability Evaluation (PARE)</b>	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	43	<b>\$7,594</b>	Based on effort required to prepare report.
	<b>Total Executive Services Module Cost (Transfer total to Row D of Table 1)</b>			<b>\$379,693</b>	(Totals from rows A, B, C.1, C.2, C.3, C.4, C.5, C.6, D.1, D.2, E.1, E.2, E.3, and E.4 of this table)



Table 6 - Finance Module

No.	Category	Resources Required (Contractor to identify IT classification)	Total # of hours (Contractor to identify # of hours per resource)	Total cost (\$) (Contractor must transfer category totals to Table 1)	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
A.	<b>Section 1.300 Project Initiation &amp; Planning Services</b>	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager	217	<b>\$37,969</b>	Based on effort required to complete the deliverables.
B.	<b>Section 1.104(B) Requirements &amp; Design Services</b>	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	260	<b>\$45,563</b>	Based on functional complexity and effort required to complete the deliverables.
	<b>Section 1.104(C) Construction &amp; Testing Services</b>			<b>Provide category costs below</b>	
	<b>C.1 Construction and Testing Plan</b>	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Configuration Lead	108	<b>\$18,984</b>	Based on effort required to complete the deliverables.
	<b>C.2 Data Preparation and Data Migration Plan</b>	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Data Management Specialist	65	<b>\$11,391</b>	Based on complexity of data conversion.
C.	<b>C.3 Configure System</b>	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Configuration Analyst, Custom Developer	651	<b>\$113,908</b>	Based on functional complexity of licenses, business rules, and documents.
	<b>Integrations</b>				
	<i>See Business Requirement 215.1</i>	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Integration Specialist	87	<b>\$15,188</b>	LARA's Corporate website
	<i>Other (specify):</i>		0	<b>\$-</b>	



	<b>C.4 Total Integrations</b>				15188.00586
	<b>C.5 Transition and Operations Planning</b>	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	43	<b>\$7,594</b>	Based on effort required to complete the deliverables.
	<b>C.6 System Testing &amp; User Acceptance Testing</b>	Project Manager, Business Analyst, Testing Manager, Testing Analyst	434	<b>\$75,938</b>	Based on testing effort required to complete the deliverables.
	<b>Section 1.104 (D) Training and Documentation</b>			<b>Provide category costs below</b>	
D.	<b>D.1 Training Cost</b> (Breakdown and explain costs in the comments).	Project Manager, Business Analyst, Training Manager, Training Analyst	65	<b>\$11,391</b>	Based on the training preparation and delivery effort.
	<b>D.2 Documentation Cost</b> (Breakdown and explain costs in the comments).	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	65	<b>\$11,391</b>	Based on documentation development effort.
	<b>Section 1.104 (E) Implementation Services</b>			<b>Provide category costs below</b>	
E.	<b>E.1 Production Cutover</b>	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	43	<b>\$7,594</b>	Based on effort required to conduct cutover.
	<b>E.2 Installation Testing</b>	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer, Testing Analyst	43	<b>\$7,594</b>	Based on effort required to conduct testing.
	<b>E.3 Production Go-Live</b>	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration	43	<b>\$7,594</b>	Based on effort required for go live.



		Analyst, Custom Developer			
	<b>E.4 Post Implementation Evaluation Report (PIER) &amp; Performance and Reliability Evaluation (PARE)</b>	Project Manager, Business Analyst, Testing Manager	43	<b>\$7,594</b>	Based on effort required to prepare report.
	<b>Total Finance Module Cost (Transfer total to Row E of Table 1)</b>			<b>\$379,694</b>	(Totals from rows A, B, C.1, C.2, C.3, C.4, C.5, C.6, D.1, D.2, E.1, E.2, E.3, and E.4 of this table)



Table 7 - M&O and Third Party

No.	Cost Categories	Annual Cost (\$)					Total Cost (\$)	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
		Year 1	Year 2	Year 3	Year 4	Year 5		
A.	Software Maintenance and Support Cost	\$0	\$204,000	\$0	\$0	\$0	\$204,000	Support and maintenance for 2000 hours (prorated in Year 2 only)
B.	Third Party Software Costs	\$117,860	\$155,384	\$191,860	\$198,111	\$204,549	\$867,764	Third party solutions for Licensing Module, Mobile Inspections, Dynamic Rules Engine, Letters Engine, Fee/Payment Module
	<b>Total Maintenance and Support &amp; Third Party Software Recurring Costs (transfer total to Row F of Table 1)</b>						\$1,071,764	





Table 8 - KT and Transition

No.	Activity (Contractor to identify activities from Section 1.104(H) to include here)	Resources Required (Contractor to identify resource classification)	Total # of hours (Contractor to identify # of hours per resource)	Total Cost	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
A.	Knowledge Transfer to State	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer, Testing Analyst	514	\$90,000	Based on effort and planned sessions.
	Total Knowledge Transfer/Transition Costs (transfer total to Row G of Table 1)			\$90,000	



Table 9 - Key Staff Rates

No.	Staffing Category	Firm Fixed Hourly Rate
A.	Project Manager (30% assigned time)	\$190
	Technical Lead	\$170
	Solution/Business Requirements Lead	\$160
	Trainer	\$100
	<b>Key Staff Rate Card Estimated Cost</b>	



Table 10 - Non-Key Staff Rates

No.	Staffing Category	Firm Fixed Hourly Rate
A.	Programmer	\$120
	Technical Writer	\$85
	SFDC Configuration Analyst	\$130
	Tester	\$100
	SFDC Architect	\$140
	<b>Future Enhancement/Rate Card Estimated Cost</b>	N/A



EXHIBIT 3

[Breakdown of Related or Third Party Software]

**Exhibit 6  
MLCC Salesforce Implementation RFP  
Breakdown of Related or Third-party Software**

INSTRUCTIONS;

If there is any additional software needed beyond the Salesforce.com software please provide a breakdown of these. Please include the following software name, company that develops the software, version, licenses needed, and any other related pertinent information. Make sure this list of additional software needed matches with the list in Table 7 of Attachment 3 – Costs Tables. An example table is included.

Related/Third Party Software	Company	Version	Licenses Needed	What will this software be used for in this project?	List, if any, additional resources needed for this software to be used in this project.
Permitting and Licensing Module	BasicGov Systems	1.294	250	Access to Permitting, Licensing and Inspections Module a	
Offline Inspections Module	BasicGov Systems	1.294	65	Enables inspectors to conduct inspections offline	
Fund Accounting	BasicGov Systems	1.294	1	Provides a centralized toolset to view, input, and manage cash and receivables, corrections and distributions, and accounting reports. The One-Stop Portal will communicate transactions events via files, emails and reports to and from departments to support the financial reconciliation process.	



Dynamic Rules Engine	BasicGov Systems	1.294	1	A comprehensive set of tools to assist in the workflow configuration process and eliminates the need to write custom code to create workflow process. Unique to BasicGov on the Salesforce platform, The Dynamic Rules Engine (DRE) was developed specifically automate and simplify the triggering of more complex rules that Permitting/Inspections, Licensing and Code Enforcement systems require, such as, complex approvals, notification and re-inspections.	
ESRI Web APP Connector	BasicGov Systems	1.294	1	ESRI GIS Connector integrates your existing ESRI GIS Server spatial data with BasicGov. It adds visual analysis capabilities to BasicGov. BasicGov GIS reduces complexity by providing your staff with map based tools to manage all land use, zoning, and relevant information related to a parcel, permit, inspection, plan, or code violation.	



Letters Engine	BasicGov Systems	1.294	1	A module to generate certificates, create inspection reports, receipts, invoices and other physical documents.	
Payment Cart Module	BasicGov Systems	1.294	1	A set of tools that provide an amazon style shopping cart that allows for multiple items to be paid for across multiple departments. When used with the Fund Accounting Module the combined offering allows for the easy allocation and reconciliation of funds to appropriate accounts. The payment cart also features back end tools for refunds and other processes. Features are dependent on features available in the payment gateway.	



EXHIBIT 4

[Enterprise Architecture Solution Assessment]

<b>Exhibit 7</b> <b>MLCC Salesforce Implementation RFP</b> <b>Proposed Enterprise Architecture Solution Assessment</b>	
<b>Contact Info &amp; Purpose (vendor version)</b>	
<p>The purpose of the EA Solution Assessment is to document architectural details of proposed IT solutions in order to determine compatibility with the overall SOM architecture. DTMB/SOM activities which require an Assessment include: the purchase of new licenses, contracting for software development services, purchase of new software components, installation of new software components, the purchase of new hardware components or the use of DTMB staff resources on any project beyond the design phase. All vendor proposals and new contracts must be accompanied by an Assessment, documenting the architectural details of the proposed solution. Bidder should complete all areas except where indicated.</p>	
<b>Vendor Version 2.6</b>	
<b>Solution/Project Name</b>	<i>MLCC Salesforce Implementation RFP</i>
<b>RFP Name/Number</b>	<i>A Salesforce.com configuration and integration for Michigan Liquor Control Commission / BID#: 007114B0002867</i>
<b>Date Submitted</b>	<i>September 12, 2014</i>
<b>Vendor Name</b>	<i>Deloitte Consulting LLP</i>
<b>Vendor City and State</b>	<i>Detroit, MI</i>
<b>Vendor Phone No.</b>	<i>(303) 308-2155</i>
<b>Vendor eMail</b>	<i>sashah@deloitte.com</i>
<b>A brief description of the proposed solution and business purpose/process.</b> <i>(please keep the description brief)</i>	<i>The State of Michigan (State), through the Department of Technology, Management and Budget (DTMB) in partnership with the Department of Licensing and Regulatory Affairs (LARA) has issued this Request for Proposal (RFP) to solicit bids from qualified firms to implement Salesforce.com as a case management system for the Michigan Liquor Control Commission (MLCC).</i>
<b>Additional description of the solution and business purpose.</b> <i>(please expand the row as much as needed)</i>	<i>Deloitte is proposing the implementation of the salesforce.com and Salesforce1 Force.com Platform. Please refer to detailed technical proposal for solution details.</i>



<b>Exhibit 7</b> <b>MLCC Salesforce Implementation RFP</b> <b>Proposed Enterprise Architecture Solution Assessment</b>		
Select all that apply ✓ (vendor complete)	Architecture Overview (vendor version)	
	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
<b>1</b>	<b>Server/Application Hosting</b>	<b>Comments</b>
	Internally Hosted	
✓	Externally Hosted	Salesforce is a web-based co-located service, sometimes called "Software as a Service," or "SaaS" or "Cloud Computing." The design of the web applications gives customers high security and availability on-demand at any time. All that is required to run Salesforce is a web browser and internet connection. Therefore, no additional hardware or software is necessary.
	Internally & Externally Hosted	
<b>2</b>	<b>User Interface Type</b>	<b>Comments (e.g. version or release)</b>
✓	Browser	Please see the following URL for more information about supported browsers, <a href="http://bit.ly/SalesforceBrowsers">http://bit.ly/SalesforceBrowsers</a> .
	Citrix	
✓	Client	Salesforce material can be accessed via a client.
✓	Mobile Browser	The Salesforce1 mobile app is available on iOS (Apple AppStore) and Android (Google Play). Users will also be able to access the Salesforce1 Mobile App from a mobile browser, including Blackberry, iPhone, and Android devices.
✓	Mobile Client	The Salesforce1 mobile app is available on iOS (Apple AppStore) and Android (Google Play). Users will also be able to access the Salesforce1 Mobile App from a mobile browser, including Blackberry, iPhone, and Android devices.
✓	Terminal	Salesforce material can be accessed via a terminal.
	Other (explain =>)	
<b>3</b>	<b>Supported Browsers (internet)</b>	<b>Comments</b>
✓	IE 8.0+ (internet, intranet)	Yes, IE 8.0+ is supported.
✓	Firefox 3.0.x (internet)	Yes, Firefox 3.0.x is supported.
✓	Chrome 3.0 (internet)	Yes, Chrome 3.0 is supported.
	Safari 4.x (internet)	Not supported.
✓	Other (explain =>)	Please see the following URL for more information about supported browsers, <a href="http://bit.ly/SalesforceBrowsers">http://bit.ly/SalesforceBrowsers</a> .
<b>4</b>	<b>Data Exchange Interface</b>	<b>Comments (e.g. version or release)</b>
	EDI (industry protocol)	
	Flat File (private protocol)	
✓	Web Service	Web Services are supported.
✓	XML	XML is supported.
	Other (explain =>)	
<b>5</b>	<b>System Access</b>	<b>Comments</b>





✓	Internal (SOM only)	Yes, system access can be kept or shared internally. All users and application-level security are defined and maintained by the organization administrator, and not by salesforce.com. The organization administrator is appointed by the customer. An organization's sharing model sets the default access that users have to each other's data.
✓	External (general public)	Yes, system access can be kept or shared externally (general public). All users and application-level security are defined and maintained by the organization administrator, and not by salesforce.com. The organization administrator is appointed by the customer. An organization's sharing model sets the default access that users have to each other's data.
✓	External (authorized)	Yes, system access can be kept or shared externally (authorized). All users and application-level security are defined and maintained by the organization administrator, and not by salesforce.com. The organization administrator is appointed by the customer. An organization's sharing model sets the default access that users have to each other's data.
✓	Mixed (internal-external)	Yes, system access can be mixed (both internal and external). All users and application-level security are defined and maintained by the organization administrator, and not by salesforce.com. The organization administrator is appointed by the customer. An organization's sharing model sets the default access that users have to each other's data.
<b>6</b>	<b>User Access</b>	<b>Comments</b>
✓	Internet	Supported.
✓	Intranet	Supported.
	Local Government (LGNet)	
✓	Public facing internet	Supported.
✓	Kiosk terminal	Supported.
	Vendor Net	
✓	VPN	Supported.
	Other (explain =>)	
(continued)		



<b>Exhibit 7</b> <b>MLCC Salesforce Implementation RFP</b> <b>Proposed Enterprise Architecture Solution Assessment</b> Architecture Overview (continued)		
Select all that apply ✓ (vendor complete)	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
7	Data Classification	Comments
✓	Non-sensitive	Customers have control of what data they store on Salesforce. Salesforce.com does not classify Customer Data and typically does not have visibility into the data stored by our customers within the service. All information that has been electronically submitted by customers to the Salesforce Services is considered "Customer Data" and is protected with a high-level of security.
✓	Sensitive w/ personal ID info	Customers have control of what data they store on Salesforce. Salesforce.com does not classify Customer Data and does not typically have visibility into the data stored by our customers within the service. All information that has been electronically submitted by customers to the Salesforce Services is considered "Customer Data" and is protected with a high level of security.
✓	Sensitive w/ no personal ID info	Customers have control of what data they store on Salesforce. Salesforce.com does not classify Customer Data and does not typically have visibility into the data stored by our customers within the service. All information that has been electronically submitted by customers to the Salesforce Services is considered "Customer Data" and is protected with a high level of security.
✓	Not classified	Customers have control of what data they store on Salesforce. Salesforce.com does not classify Customer Data and does not typically have visibility into the data stored by our customers within the service. All information that has been electronically submitted by customers to the Salesforce Services is considered "Customer Data" and is protected with the highest level of security.
	Other (explain =>)	
8	PCI-DSS Compliance Needed?	Comments
✓	Yes	Salesforce.com is PCI Level 1 compliant under Payment Card Industry Data Security Standard v2.0 (PCI-DSS).  Salesforce.com customers who must adhere to PCI compliance may now store personal account numbers ("PAN" or "credit card numbers") in Salesforce, with the following caveats: <ul style="list-style-type: none"> <li>• PANs may only be stored in an Encrypted Custom Field ("ECF") – not in clear text fields, attached files, or any other location.</li> <li>• Customer administrators must</li> </ul>



		<p>configure Salesforce features to support their organization's PCI controls.</p> <p>What is not in scope?</p> <ul style="list-style-type: none"> <li>• Stripe data and CCV numbers must not be stored in Salesforce. If a customer stores such data in Salesforce (even in an ECF) their use of Salesforce will be non-compliant.</li> <li>• Salesforce does not process PANs or submit them for processing to an outside service; PCI compliant use only covers the customer's direct storage and recall of the PAN in an ECF. If a customer uses a third party processor or writes their own code to submit PAN data to a processor that use will fall under their own PCI scope, and is subject to audit against their own PCI compliance.</li> </ul> <p>Note: Salesforce does not provide a PCI compliant e-commerce solution</p>
	No	
9	<b>Data Audit Trail Implementation</b>	<b>Comments</b>
✓	Application Code	<p>Salesforce.com offers an extremely open and extensible application platform, to allow you to easily make ongoing in-house development. We offer a point &amp; click/drag &amp; drop customization tool that makes it easy for non-technical administrators to customize and configure the system.</p> <p>For more technical administrators we offer Apex code, the world's first multi-tenant programming language. This allows you to build extremely complex business logic into your application. Typically, our customers manage our applications with clicks 80% or more of the time, and use our more technical code options, like Apex code, or your development language of choice, 20% of the time or less.</p>
✓	Database Audit Files	<p>Every row in the database contains a base62-encoded organization_id field. This field contains an internal identification of the organization that owns the row. The contents of this field are validated against the organization_id of the user attempting to access the data. All queries include the predicate: "where organization = [organization_id]". This data can be used for audit purposes.</p>
✓	Database Triggers	<p>Salesforce includes an integrated workflow capability. You can easily automate a significant percentage of your business processes without the burden of writing and maintaining code thanks to Salesforce workflows. Using a simple UI, you can quickly configure conditional workflows that, when triggered by the creation or update of a record,</p>



		update fields in your database or send outbound messages to other systems. In a nutshell, think of workflows as a declarative alternative to programmatic database triggers.
✓	Stored Procedures	Apex is a stored procedure & trigger language that allows developers to build transactional logic into their Force.com database. Adding triggers & stored procedures at the database layer is a great way to add transactional logic to your Java apps.
	Other (explain =>)	
<b>10</b>	<b>IT Services (Centers of Excellence)</b>	<b>Comments</b>
	x86 Virtualization	
	Address Verification	
	Business Objects Reporting	
	Digital Electronic Gateway (DEG)	
	Extract Transform Load (ETL)	
	Citrix Virtualization	
<b>11</b>	<b>Enterprise Data Storage</b>	<b>Comments</b>
	<10GB (small)	
	10GB-500GB (medium)	
	500GB - 4TB (large)	
✓	>4TB (x-large)	Your organization's shared file storage is calculated by multiplying a per-user file storage allocation by the number of users in your organization and adding a per-organization allocation. For example, an Enterprise Edition organization with 600 users receives 1,211 GB of file storage, or 2 GB per user multiplied by 600 users plus an additional 11 GB. A Professional Edition organization with 600 users receives about 370 GB of file storage, or 612 MB per user multiplied by 600 users plus an additional 11 GB.
<b>12</b>	<b>Database (RDBMS)</b>	<b>Comments</b>
✓	MS SQL Server 2008	Supported.
✓	MySQL 5.1	Supported.
✓	Oracle 11g	Supported.
	TeraData TD 13.0	
	Other (explain =>)	

(continued)



<b>Exhibit 7</b> <b>MLCC Salesforce Implementation RFP</b> <b>Proposed Enterprise Architecture Solution Assessment</b> Architecture Overview (continued)		
Select all that apply ✓ (vendor complete)	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
<b>13</b>	<b>Database Modeling Tools</b>	<b>Comments</b>
	Erwin 7.x, 8x	
	MSSQL Server Mgmt Studio (match db)	
	MySQL Workbench (match db)	
	Oracle Designer (match db)	
	TeraData Utilities (match db)	
	Other (explain =>)	
<b>14</b>	<b>Development Framework</b>	<b>Comments</b>
✓	.NET Framework 3.5, 4.0	Supported.
✓	Java J2EE 5.x, 6x	Supported.
	Other (explain =>)	
<b>15</b>	<b>Development Platform</b>	<b>Comments</b>
✓	Eclipse 3.x, 4.x	Supported.
✓	Hibernate 3.x	Supported.
	IBM Websphere Integration Dev 6.x, 7.x	
✓	Microsoft SilverLight Expression (match VS)	Supported.
✓	Microsoft Team Foundation System 2010	Supported.
✓	Microsoft Visual Studio 2008, 2010	Supported.
✓	Oracle JDeveloper 11g	Supported.
	Spring 2.5	
	Struts 2.x	
✓	XML Spy 2010	Supported.
	Other (explain =>)	
<b>16</b>	<b>Development Language</b>	<b>Comments</b>
✓	ASP .NET 2008, 2010	Supported.
✓	CSS Level 3	Supported.
✓	Microsoft C#	Supported.
✓	Microsoft VB.Net	Supported.
✓	Java	Supported.
✓	JavaScript	Supported.
✓	JDK 6.x, 7x	Supported.
✓	PHP 5.3.x	Supported.
	Other (explain =>)	
(continued)		



<b>Exhibit 7</b>		
<b>MLCC Salesforce Implementation RFP</b>		
<b>Proposed Enterprise Architecture Solution Assessment</b>		
<b>Architecture Overview (continued)</b>		
<b>Select all that apply ✓ (vendor complete)</b>	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
<b>17</b>	<b>Markup languages</b>	<b>Comments</b>
✓	HTML 4 & 5	Supported.
✓	XML Schema 1.1	Supported.
✓	XSLT 2.0	Supported.
✓	XHTML 2.0	Supported.
<b>18</b>	<b>Presentation (Web) Server</b>	<b>Comments</b>
✓	Apache HTTPD 2.x	Supported.
	IBM Websphere IHS (match app svr)	
	Microsoft IIS 7.0	
	Other (explain =>)	
<b>19</b>	<b>Application Server</b>	<b>Comments</b>
	.NET Framework 3.5, 4.0	
✓	Apache Tomcat 7.x	Supported.
	IBM WebSphere 7.0, 8.0	
✓	JBoss 5.x, 6	Supported.
	Other (Explain)	
<b>20</b>	<b>HW Platform</b>	<b>Comments</b>
	Dell	
	HP	
	Sun	
	Unisys Mainframe	
	x86 Virtualization	
✓	Other (explain =>)	Hardware is not provided by Salesforce.
<b>21</b>	<b>Server OS</b>	<b>Comments</b>
✓	Linux Redhat Enterprise Server 5.x, 6.x	The Salesforce solution is Cloud based, and therefore OS agnostic. All that is needed is an Internet connection and supported browser (Firefox, Chrome, Safari, IE). No additional on-premises hardware or software is necessary. Please see the following URL for more information about supported browsers, <a href="http://bit.ly/SalesforceBrowsers">http://bit.ly/SalesforceBrowsers</a> .
✓	Linux SUSE Enterprise 11.x	The Salesforce solution is Cloud based, and therefore OS agnostic. All that is needed is an Internet connection and supported browser (Firefox, Chrome, Safari, IE). No additional on-premises hardware or software is necessary. Please see the following URL for more information about supported browsers, <a href="http://bit.ly/SalesforceBrowsers">http://bit.ly/SalesforceBrowsers</a> .
✓	Microsoft Windows 2008	The Salesforce solution is Cloud based, and therefore OS agnostic. All that is needed is an Internet connection and supported browser (Firefox, Chrome, Safari, IE). No additional on-premises hardware or software is necessary. Please see the following URL for more information about supported browsers, <a href="http://bit.ly/SalesforceBrowsers">http://bit.ly/SalesforceBrowsers</a> .
✓	Unix HP/UX 11i v3	The Salesforce solution is Cloud based, and therefore OS agnostic. All that is needed is an Internet connection and supported browser (Firefox, Chrome,



		Safari, IE). No additional on-premises hardware or software is necessary. Please see the following URL for more information about supported browsers, <a href="http://bit.ly/SalesforceBrowsers">http://bit.ly/SalesforceBrowsers</a> .
✓	Unix Sun Solaris 10.x, 11.x	The Salesforce solution is Cloud based, and therefore OS agnostic. All that is needed is an Internet connection and supported browser (Firefox, Chrome, Safari, IE). No additional on-premises hardware or software is necessary. Please see the following URL for more information about supported browsers, <a href="http://bit.ly/SalesforceBrowsers">http://bit.ly/SalesforceBrowsers</a> .
✓	VMWare vSphere 4, 5, VCD	The Salesforce solution is Cloud based, and therefore OS agnostic. All that is needed is an Internet connection and supported browser (Firefox, Chrome, Safari, IE). No additional on-premises hardware or software is necessary. Please see the following URL for more information about supported browsers, <a href="http://bit.ly/SalesforceBrowsers">http://bit.ly/SalesforceBrowsers</a> .
✓	Other (explain =>)	The Salesforce solution is Cloud based, and therefore OS agnostic. All that is needed is an Internet connection and supported browser (Firefox, Chrome, Safari, IE). No additional on-premises hardware or software is necessary. Please see the following URL for more information about supported browsers, <a href="http://bit.ly/SalesforceBrowsers">http://bit.ly/SalesforceBrowsers</a> .
(continued)		



<b>Exhibit 7</b>		
<b>MLCC Salesforce Implementation RFP</b>		
<b>Proposed Enterprise Architecture Solution Assessment</b>		
Architecture Overview (continued)		
<b>Select all that apply ✓ (vendor complete)</b>	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
<b>22</b>	<b>Document Management</b>	<b>Comments</b>
	Captaris Alchemy 8.3	
✓	Apache Tomcat 7.x	Supported.
✓	IBM WebSphere 7.0, 8.0	Supported.
✓	JBoss 5.x, 6	Supported.
✓	MS SharePoint Server 2007 EE	Supported.
	Other (explain =>)	
<b>23</b>	<b>Centralized Printing</b>	<b>Comments</b>
	DMB consolidated print center	
	Other (explain =>)	
<b>24</b>	<b>Testing Tools</b>	<b>Comments</b>
✓	Junit 4.x	Supported.
✓	LoadRunner 11.x	Supported.
✓	Microsoft Team Foundation System	Supported.
	Quick Test Pro 11.x	
✓	Selenium 1.x, 2.x	Supported.
	Other (explain =>)	
<b>25</b>	<b>Identity Management (network)</b>	<b>Comments</b>
✓	Active Directory 2008	Supported.
	Other (explain =>)	
<b>26</b>	<b>Identity Management (application)</b>	<b>Comments</b>
✓	IBM Tivoli SSO (TIM-TAM)	Supported.
✓	Microsoft Active Directory 2008	Supported.
	Other (explain =>)	
<b>27</b>	<b>Project Management</b>	<b>Comments</b>
	Clarity 12.x	
✓	MS Project 2007, 2010	Supported.
	Rational	
	Other (explain =>)	
(continued)		





<b>Exhibit 7</b>		
<b>MLCC Salesforce Implementation RFP</b>		
<b>Proposed Enterprise Architecture Solution Assessment</b>		
<b>Architecture Overview (continued)</b>		
<b>Select all that apply ✓ (vendor complete)</b>	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
<b>28</b>	<b><i>Requirements Gathering</i></b>	<b><i>Comments</i></b>
	Compuware Optimal Trace 5.x	
✓	Microsoft Office	Supported.
✓	Microsoft Visio	Supported.
	SUITE/SEM templates	
	Rational Requisite	
✓	Serena Dimensions 2009 R1.x, 11.2	Supported.
	Other (explain =>)	
<b>29</b>	<b><i>Design Tools</i></b>	<b><i>Comments</i></b>
✓	Microsoft Visio	Supported.
✓	MSSQL Server Mgmt Studio (match db)	Supported.
	Rational Rose	
✓	Serena Prototype Composer 2009, 2010	Supported.
	Other (explain =>)	
<b>30</b>	<b><i>Version Control</i></b>	<b><i>Comments</i></b>
✓	Microsoft Team Foundation System	Supported.
✓	Serena Dimensions (PVCS Mgr) 2009, 12.1	Supported.
	Subversion 1.6	
	Other (explain =>)	
<b>31</b>	<b><i>Message Queuing</i></b>	<b><i>Comments</i></b>
	Apache Active MQ 5.3	
✓	IBM Websphere MQ 6.x, 7.x	Supported.
	Other (explain =>)	
<b>32</b>	<b><i>Business Integration</i></b>	<b><i>Comments</i></b>
✓	JBoss SOA	Supported.
	Websphere Message Broker 6.x, 7.x	
	Other (explain =>)	

(continued)



<b>Exhibit 7</b>		
<b>MLCC Salesforce Implementation RFP</b>		
<b>Proposed Enterprise Architecture Solution Assessment</b>		
<b>Architecture Overview (continued)</b>		
<b>Select all that apply ✓ (vendor complete)</b>	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
<b>33</b>	<b>Database Tools</b>	<b>Comments</b>
	DBArtisan 8.6, 8.7	
✓	Infosphere Information Svr v8.1.x	Supported.
✓	MSSQL Server Mgmt Studio (match db)	Supported.
✓	MySQL Workbench (match db)	Supported.
✓	Oracle Developer Suite (match db)	Supported.
✓	Oracle Enterprise Manager (match db)	Supported.
✓	Oracle SQL Developer (match db)	Supported.
	Rapid SQL 7.6 & 7.7	
✓	TeraData Utilities (match db)	Supported.
	Toad 9.x & 10.x	
	Other (explain =>)	
<b>34</b>	<b>Reporting Tools</b>	<b>Comments</b>
	ActivePDF 2009	
	ActiveReports 4.0	
✓	Birt 3.7	Supported.
✓	Crystal Reports 2008	Supported.
✓	Crystal Xoelsius 2008	Supported.
✓	Crystal Reports for Eclipse	Supported.
✓	MSSQL Reporting Services (match db)	Supported.
✓	Oracle Reports (match db)	Supported.
	Other (explain =>)	
<b>35</b>	<b>End-User Tools</b>	<b>Comments</b>
✓	Business Objects (BO) XI R2, 3.x, 4.x	Supported.
✓	Oracle Discoverer (match db)	Supported.
	Other (explain =>)	
<b>36</b>	<b>Deployment Tools</b>	<b>Comments</b>
✓	Microsoft Team Foundation System 2008	Supported.
✓	Serena Dimen.CM Mover 2009, 2.3, 12.1	Supported.
	Other (explain =>)	

(continued)



<b>Exhibit 7</b> <b>MLCC Salesforce Implementation RFP</b> <b>Proposed Enterprise Architecture Solution Assessment</b> Architecture Overview (continued)		
Select all that apply ✓ (vendor complete)	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
<b>37</b>	<b>Build Tools</b>	<b>Comments</b>
	Apache Ant 1.7.x, 1.8.x	
	Apache Maven 2.2, 3.0	
✓	Microsoft Team Foundation System	Supported.
✓	Serena Dimensions CM Builder 2009 R1.x	Supported.
	Other (explain =>)	
<b>38</b>	<b>Job Schedulers</b>	<b>Comments</b>
	BL/Sched 5.0, 5.2	
	OpCon XPS 4.x, 5.x	
	Tidal Enterprise Scheduler 5.3.1 & 6.x	
	UC4 App Mgr 8.0	
	UC4 Op Mgr 6.0 & 8.0	
	Other (explain =>)	
<b>39</b>	<b>GIS Technologies</b>	<b>Comments</b>
✓	ArcIMS 9.3	Supported.
✓	ArcGIS Server 9.3	Supported.
✓	ArcSDE 9.3	Supported.
✓	Erdas ADE Rel. 2	Supported.
✓	ER Mapper Image Server 7.2	Supported.
✓	Oracle Spatial (match db)	Supported.
✓	Oracle MapView (match db)	Supported.
	Other (explain =>)	
<b>40</b>	<b>Issue &amp; Defect Tracking</b>	<b>Comments</b>
✓	Bugzilla 3.2.5 & 3.4.2	Supported.
✓	BugTracker .Net 3.5	Supported.
✓	Clear Quest Chg Mgmt Suite 7.5	Supported.
✓	Microsoft Team Foundation System	Supported.
✓	Serena Mashup Composer 2009 R1.x	Supported.
	Other (describe =>)	



<b>Exhibit 7</b> <b>MLCC Salesforce Implementation RFP</b> <b>Proposed Enterprise Architecture Solution Assessment</b> Disaster Planning (Section to be completed by SOM)			
<i>Business continuity requirements.</i>		Describe below	
The business requirement(s) that determine the amount of time and the operational availability of the application to the end-user.		The Solution will be available 8 x 5 Monday – Friday Eastern Standard Time (EST)	
Select Only One (1)	<i>Availability Requirement Category – Availability Requirement is divided into three different levels. These levels define the continuous service availability requirements of the application. Based on the following definitions, please indicate the level of availability required for this Business Function / Application.</i>		
	<i><b>Urgent</b> - Business Function / Application outage has potential to cause loss of life or risk of injury to a citizen. 99.99% availability (&lt;45 minutes of downtime / month). If an Urgent priority application is not available, DIT will work to resolve the incident 7 x 24 x 365. If the incident occurs after normal business hours, on-call staff (where available) will be called in to resolve the incident. DIT staff will continue to work the issue during and after business hours until the incident is resolved, and the application service restored.</i>		
✓	<i><b>High</b> – Business Function / Application outage will have a high non-life threatening impact on the public. If this application is not available, there may be an adverse impact on a large number of business clients who use the application. The lack of application availability may also be considered politically sensitive. 99.5% availability (&lt;3.5 hours of downtime / month). DIT will work to resolve the incident 7 x 24 x 365. If the incident occurs after normal business hours, on-call staff (where available) will be called in to resolve the incident. DIT staff will continue to work the issue during and after business hours until the incident is resolved, and the application service restored.</i>		
	<i><b>Medium</b> – Business Function / Application not meeting the Urgent or High criteria will be assigned Medium priority status; this default will be considered the third priority and reflect a situation where there is no risk of personal injury, and the public is not being directly affected. 98% availability (&lt;15 hours of downtime / month). If there is an issue with a medium priority application, work to resolve the incident will be handled during normal DIT Business hours (typically 8:00 am-5:00 pm, Monday-Friday. If the problem is not resolved at the end of the business day, staff will return to work the next business day, and continue the resolution process until the service is restored</i>		
Recovery Point and Time Objectives			
Select Only One (1)	Recovery Point Objective (RPO) is the maximum amount of data loss a business function can sustain during an event.	Select Only One (1)	Recovery Time Objective (RTO) is the maximum amount of time that can elapse until a system / application / function must be returned to service.
	2 hours		2 hours
✓	4 hours		4 hours
	6 hours		6 hours
	8 hours		8 hours
	24 hours		24 hours
	72 hours		72 hours
	Other	✓	Other – 12 hours



**Exhibit 7**  
**MLCC Salesforce Implementation RFP**  
**Proposed Enterprise Architecture Solution Assessment**

**Server/Network Diagram (vendor version)**

Diagrams are useful to illustrate the interaction of technologies. The "Server/Network Diagram" is intended to allow the EA (Enterprise Architecture) Core Team to understand the relationship between the system components. Below is an example illustrating the network components deemed necessary. Vendors may use their own format so long as adequate information is conveyed.

N/A



EXHIBIT 5  
[Training Plan]



## Table of Contents

<b>Overview .....</b>	<b>3</b>
Summary .....	3
Intended Audience .....	3
Revision History.....	3
<b>Training Plan Overview .....</b>	<b>4</b>
Key Training Objectives .....	4
<b>Training and Knowledge Transfer Approach.....</b>	<b>5</b>
Roles and Responsibilities .....	5
Training Audience Groups.....	5
Preparation .....	6
Inputs to Training Materials .....	6
Inputs to Training Development and Delivery .....	6
Assumptions .....	6
Needs Assessment by Target Audience .....	7
Training Strategy .....	8
State Technical Training: Classroom Training .....	8
Sample Course Outline and Module Curriculum.....	10
User Acceptance Testing (UAT) Training .....	11
Train-the-Trainer Training .....	11
Prerequisite Skills.....	12
Training Material Development .....	13
Training Materials .....	14
<b>Training Schedule .....</b>	<b>15</b>
<b>Training Performance Metrics .....</b>	<b>16</b>
<b>Training Environment.....</b>	<b>16</b>
<b>Training Signoff.....</b>	<b>17</b>



## Overview

### Summary

The purpose of this document is to provide an overview, framework and plan for the training and knowledge transfer of Salesforce.com for the State of Michigan's Liquor Control Commission.

### Intended Audience

- State of Michigan Central Support Team
- Participating MLCC State Employees
- MLCC Oversight Committee
- Deloitte Implementation Team

### Revision History

Author	Date	Revision	Description
Jennifer Ivey	9/3/2014	1.0	Initial Version





## Training Plan Overview

This Training and Knowledge Transfer Plan provides the framework for delivering the training and knowledge transfer to the state staff over the course of the project.

The purpose of this document is to provide a comprehensive description of the Deloitte Implementation Team's strategy/approach and plan for developing and delivering the instruction needed to prepare the state staff for using the new system. Specifically, this plan details the following:

- Training Objectives
- Training and Knowledge Transfer Approach
  - Roles and Responsibilities
  - Audience Groups
  - Preparation
  - Assumptions
- Needs Assessment by Target Audience
  - Training Strategy
  - Technical Staff: Classroom Training
  - Technical Staff: Knowledge Transfer
  - UAT
- Train the Trainer
- Training Materials
- Training Plan
- Training Schedule
- Training Performance Metrics
- Training Environment
- Training Signoff

Please note that the team will complete a Needs Assessment in the initial phases of the project. The results of this analysis will be a Training Strategy Work Product and will be appended to this document. The Training Strategy Work Product will provide more details concerning roles and responsibilities and training curriculum.

### Key Training Objectives

**Objective 1:** Provide training and knowledge transfer so that the State's staff (including Trainers and Business Analysts/Data Managers) can demonstrate proficiency and self-sufficiency using Salesforce.com

**Objective 2:** Provide training and knowledge transfer so that the State's staff can perform system development, maintenance and administration activities as well as provide end user application support for the project.

**Objective 3:** Provide training and knowledge transfer so that the State's end users receive the knowledge to effectively utilize the features of the new system for performing the day-to-day functions and completing their designed processes.



## Training and Knowledge Transfer Approach

The training team will include staff experienced in providing the State with the required tools to maintain and support the software they are provided. The goal is to make the end users and technical staff as self-sufficient as possible so they can be effective utilizing the new technology being introduced.

The Deloitte Implementation Team will train designated MLCC and DTMB staff in many aspects of the application, both from a typical user perspective and from that of the technical or administrator personnel.

So that the technical and administrator users have the required in-depth knowledge, skills and ability to operate, administer, maintain, and support other users on their new system, the Deloitte Implementation Team will embark on a programmed process of transferring system knowledge at the onset of development and continued through implementation.

### Roles and Responsibilities

State and implementation staff will be identified and assigned the appropriate roles and responsibilities to facilitate the training approach and strategy.

The table below identifies the training roles and responsibilities.

Role	Responsibility
Deloitte Implementation Team	<ul style="list-style-type: none"> <li>Coordinate with the state managers regarding training resources, schedules, and training execution</li> <li>Write the Training Plan</li> <li>Lead knowledge transfer activities</li> <li>Plan and organize the development of training and user support materials</li> <li>Lead development of training materials</li> <li>Support the state trainers during their initial training sessions.</li> <li>Train the state trainers</li> </ul>
State Staff	<ul style="list-style-type: none"> <li>Participate in knowledge transfer activities</li> <li>Review and approve training and user support materials</li> <li>Attend training sessions</li> <li>Schedule staff and coordinate facility setup</li> <li>Assist in end user training – (train-the-trainer approach)</li> </ul>

Table EB1-1: Roles and Responsibilities.

### Training Audience Groups

State staff is divided into separate groups for the purposes of training on the Salesforce. The table below details these different training audience groups and delineates the delivery method for each group. Note that citizens will be users of the system, but training for citizens is not within the scope of this document.

Audience Group Name	Definition	Knowledge Transfer Activities	Classroom Training
State Technical Staff	Technical staff responsible for performing system maintenance on the system; including data conversions and report writing		



<b>State System Administrator Staff</b>	Agency administrator staff responsible for assisting users, participating in system enhancement analysis, and trouble-shooting
<b>State Staff Trainers</b>	Staff responsible for training State end users
<b>State End Users*</b>	State employees who will be using the system in the course of their daily tasks on a regular basis. These State end users will be trained by the State staff trainers
<b>UAT Testers</b>	Agency user representatives who will execute enterprise solution acceptance testing
<b>Citizen End Users*</b>	Citizens who will access the Salesforce system to request services related to licenses for themselves or their businesses

Table E8-2: Training Target Audiences & Participation

## Preparation

### Inputs to Training Materials

The Deloitte Implementation Team will use the following inputs to develop the training materials for end users:

- Salesforce standard training materials
- Agency configuration documents and other relevant technical documentation
- Business Process Redesign (Agency-specific)
- Approved Salesforce automation configurations

### Inputs to Training Development and Delivery

The State will provide the following inputs to training development and delivery:

- Assign training SME's to review and validate training material
- Assign State trainers to participate in Train-the-Trainer sessions
- Manage the State's Learning Management System (LMS) to track training for trainers and end users
- Assign end users to the appropriate system roles as defined by the Deloitte Implementation Team

## Assumptions

This section identifies the key assumptions that were considered when developing the Training Plan for the MLCC:

- All training led by the Deloitte Implementation Team will be conducted at State facilities in Lansing, MI or virtually via webinar
- Training rooms/space will be available as scheduled by the State, taking into consideration peak seasons and other scheduling conflicts
- When the Deloitte Implementation Team uses the provided classrooms to carry out training activities, it is assumed that these classrooms have sufficient hardware, software, computing capability and network access, and supporting materials for the training sessions
- During training, the Deloitte Implementation Team will provide technical support for the solution and Salesforce-provided materials
- The Deloitte Implementation Team will provide and or enter training environment data and will be responsible for maintaining the training environment including refreshing the training database throughout the project duration.



- The State will assign an individual to work with the Deloitte Implementation Team to coordinate training. The State resource will be responsible for scheduling staff and facilities, and logistics including printing training materials and assisting with training registration and tracking.
- Prerequisites skills identified in Table 1-9 will be met
- Training will occur on dates/times mutually agreeable to the Deloitte Implementation Team and the State, and conducted in a timeframe to allow the trainers to be adequately prepared to train end users, and for end users to be prepared to use the system
- The State will identify and register State Staff Trainers to participate in each Train-the-Trainer session, as well as slot these trainers into training roles defined by the Deloitte Implementation Team

### Needs Assessment by Target Audience

This section identifies the anticipated target audiences that will be involved in knowledge transfer and/or participate in training sessions. These target audiences will be validated during the training needs assessment completed during the project.

The table below identifies the anticipated knowledge transfer and training needs by user group. This Training Plan only addresses the Needs Assessment for the Technical, Administrator and State Staff Trainers.

Group	Salesforce Product	Needs assessment
State Technical Staff	Detailed training on Salesforce modules, Software, Interfaces, Database, Tools	<ul style="list-style-type: none"> <li>• Involvement in knowledge transfer activities (full immersion)</li> <li>• Ability to perform user administration functions</li> <li>• Ability to interface data between applications</li> <li>• Ability to address development and maintenance tasks</li> <li>• Ability to provide end user application support</li> <li>• Ability to manage the system security, data storage management, document management and other new technology introduced to the state environment as a result of the implementation.</li> <li>• Ability to utilize additional software tools employed throughout the project for testing or development purposes.</li> </ul>
State Administrator Staff		<ul style="list-style-type: none"> <li>• Involvement in knowledge transfer activities (full immersion)</li> <li>• Knowledge on how to train end users</li> <li>• Use of Salesforce modules</li> <li>• Use of Document Management hardware/software (if applicable)</li> <li>• Understanding of the system and how to perform the functions required for each of the program areas</li> </ul>
State Staff Trainers		<ul style="list-style-type: none"> <li>• Ability to effectively deliver the Salesforce Automation End User training courses</li> <li>• Skills and supporting activities required to schedule, deliver, and assess all phases of End User Training</li> </ul>
UAT Testers		<ul style="list-style-type: none"> <li>• Basic navigation of the Salesforce system as necessary to complete approved UAT Test Cases</li> <li>• Instruction on the testing methodology, scripts and tools</li> <li>• Instruction on the defect management tool</li> </ul>
End Users		<ul style="list-style-type: none"> <li>• Instruction for navigating the Salesforce system as necessary to complete tasks related to their specific user roles</li> </ul>

Table E8-3: Needs Assessment by Target Audience.



## Training Strategy

The training will be designed to provide various MLCC staff with the knowledge and skills required to use, support and maintain the system and the associated software and hardware components. A comprehensive and repeatable training strategy is essential to maximize the full potential of the system and help ensure the value of the tool is not diminished by changes in management and staff.

To accomplish this, along with the *Key Training Objectives* above, the training strategy for the State will consist of a two part system involving a Knowledge Transfer Methodology, and a Train-the-Trainer training strategy. Select State technical, administrator and training staff will be involved in training activities and planning, Train-the-Trainer sessions and in knowledge transfer activities.

In addition, User Acceptance Testers (prior to the UAT phase) will be trained to enable them to perform this critical function.

Based on Deloitte's past experience, it is critical to develop the training from a scenario basis rather than just a navigation and personalization standpoint. While it will be important for users to understand how to do tasks such as enter basic data or run a report, their ability to use the system to perform job specific functions will drive the overall success of this effort.

Training will be available in a variety of mediums to accommodate users with different learning styles and consider the needs of the specific audience groups

Three distinct training delivery methods will be deployed:

- Knowledge Transfer (includes classroom training where applicable)
- User Acceptance Testing (UAT) Training
- Train-the-Trainer Training

Method	Definition and Purpose
Knowledge Transfer	Process of preparing technical and administrator users to assume responsibility for the ongoing maintenance and configuration of the system through side-by-side demonstrations as well as staged learning through study, practice and use
User Acceptance Testing (UAT)	Trainers are given classroom-based training on the basic navigation of the system and then given sample testing scripts to guide them on how to test
Train-the-Trainer	Preparation for State trainers to deliver end user training to state end users. Trainers will be instructed in the course material, and will be given an opportunity to 'teach back' the material to demonstrate proficiency

Table E8-4: Detail on Training Methods.

### State Technical Training: Classroom Training

As discussed in the training strategy section, the training for State technical and administrator staff will be a combination of classroom training and knowledge transfer through full immersion. Some of the State technical and administrator staff should be fully immersed into the project from the outset to participate in knowledge transfer activities. The number of actual State technical and administrator staff that will receive knowledge transfer and their actual availability to the project will be determined by the MLCC. The transfer of knowledge will occur during the development of the system. Trainees will be actively involved during the implementation of the system and participate in activities that include new technology in order to acquire knowledge and experience with both hardware and software components.



A schedule will be established so that at least one State designated staff member will be on hand to assist or perform a subset of technical tasks to be performed by the Deloitte Implementation Team. In many cases, the most efficient way to learn to perform technical tasks is by watching it real-time or through experience.

State technical and administrator staff will receive classroom training delivered by the Deloitte Implementation Team. These users will be trained to perform user administration functions in the system, as well as development and maintenance skills required to provide end user application support. State technical and administrator staff will also learn how to manage the system security and other new technology or changes introduced into the state's environment for secure remote information access, document management, data storage management, workflow management and data classification. To the degree that these users can benefit from the end user training developed and offered, they will be invited to join. However as these users may have technical or administrator roles beyond those roles defined for this project, that training will need to be addressed and possibly re-scoped.

The table below identifies the formal classroom offerings recommended by the Deloitte Implementation Team:

Course Topic	Overview	Audience
	•	Business and Technical Users
	•	Business Users and Technical Users
	•	Business Users
	•	Business Users
	•	Business User Supervisors
	•	Business Users
	•	Business Users
	•	Business Users
	•	Business and Technical Users
<b>Salesforce Introduction</b>	<ul style="list-style-type: none"> <li>• Module #1: Salesforce 101</li> <li>• Module #2: Customer/Account Management</li> <li>• Module #3: Case Management</li> <li>• Module #4: Reporting and Dashboarding</li> <li>• Module #5: Mobile</li> </ul>	Administrators and Technical Users
<b>Navigation</b>	<ul style="list-style-type: none"> <li>• Module #1: Basic Navigation</li> <li>• Module #2: Page Elements Review</li> <li>• Module #3: Portal Review</li> <li>• Module #4: Security Overview/User Roles</li> </ul>	
<b>License Application Process</b>	<ul style="list-style-type: none"> <li>• Module #1: Application Intake</li> <li>• Module #2: Application Review and Processing</li> <li>• Module #3: Issuance and Renewals</li> <li>• Module #4: Post Issuance Management</li> </ul>	
<b>Renewal</b>	<ul style="list-style-type: none"> <li>• Module #1: Renewal Workflow Overview</li> <li>• Module #2: Renewal Disbursement</li> <li>• Module #3: Automated &amp; Online Renewals</li> </ul>	
<b>Supervisory Tasks</b>	<ul style="list-style-type: none"> <li>• Module #1: Reactivating Complete Workflows</li> <li>• Module #2: Making Assignments in My Tasks</li> </ul>	
<b>Enforcement Management</b>	<ul style="list-style-type: none"> <li>• Module #1: Complaints</li> </ul>	



Course Topic	Overview	Audience
	<ul style="list-style-type: none"> <li>Module #2: Case Management</li> <li>Module #3: Inspections and Investigations</li> <li>Module #4: Violations</li> <li>Module #5: Mobile</li> </ul>	
Financial Processing (Fees and Payments)	<ul style="list-style-type: none"> <li>Module #1: Fee Setup and Formulas</li> <li>Module #2: Payment Management</li> <li>Module #3: Online Payments</li> </ul>	
Executive Services and Server Training	<ul style="list-style-type: none"> <li>Module #1: Executive Services</li> <li>Module #2: Server Training</li> </ul>	
Special Sessions	<ul style="list-style-type: none"> <li>Module #1: Web, Email and Response Management</li> <li>Module #2: Document and Letter Generation</li> <li>Module #3: Advanced Reporting and Dashboards</li> <li>Module #4: Conducting Audits</li> <li>Module #5: Amendments</li> </ul>	

Table E8-5: Technical Training Classroom Training Topics.

Sample Course Outline and Module Curriculum

Sample Module: Application Intake	
Module Objectives	After completing this module, trainees will be able to: <ul style="list-style-type: none"> <li>Perform all activities related to the intake and processing of any application type</li> <li>Perform all activities related to the renewal of any application</li> <li>Perform financial tracking functions related to processing applications</li> </ul>
Module Duration	Will vary based on final implementation and staffing, but this module will take approximately 10 days
Topics	Topics for this Module will include <ul style="list-style-type: none"> <li>Overview of Solution and general CRM adoption best practices</li> <li>Managing the Retail Application Process</li> <li>Managing the M&amp;W Application Process</li> <li>Managing the Special License Application Process</li> <li>Overview of Quota System</li> <li>Overview of Clocking System and Fee Reduction Process</li> <li>Managing Transfer of Ownership Requests</li> <li>Managing the Escrow Process</li> </ul>
Scenarios	Scenarios in this module will cover the primary workflow for each of the topics. During the training development process the vendor will identify a set of prior applications to use as live examples for the classes so they represent real world situations.
Exercises	Exercises will include detailed application walk-throughs by instructors, followed by trainees conducting their own walk-throughs based on real applications.

Sample Course: License Application Process – Retail Applications	
Purpose	After completing this course trainees will be able to



	<ul style="list-style-type: none"> <li>Perform data entry activities required to process a Retail Application that is received via mail , over the counter, or via the online system.</li> </ul>
<b>Length of Course</b>	Typically 4 hours.
<b>Audience</b>	Retail Licensing Staff
<b># of Attendees</b>	8-10 Max Class Size
<b># of Sessions</b>	2 Sessions of 2 hours will be conducted in one week. The first session will be a guided walkthrough with the instructor. The second session will be hands on where trainees will go through the process on their own with instructor support.

Table E8-6: Sample Course Outline and Module Topics.

**User Acceptance Testing (UAT) Training**

The UAT training is based upon the idea that specific users are designated to test the system once configuration is completed to the point of testing readiness. The most efficient approach to this training is to first train the users in a classroom format on the basic navigation of the system and then to utilize sample testing scripts to guide them through how to test.

The goal is for users to be able to function and follow the documented steps but not to have an in depth understanding of the processes.

This section describes the approach taken in training the Agency representatives (who will execute User Acceptance testing) on the detailed know-how on testing the enterprise solution.

The key items that will be covered under these training sessions are:

1. Introduction to the end-to-end test approach
2. Test Architecture and Component overview
3. Staging Environment access procedures
4. Hands-on sessions on Test Management Tool to include:
  - a. Test execution procedures
  - b. Pass/fail criteria
  - c. Result updates
5. Hands-on sessions on Defect Management Tool to include:
  - a. Defect workflow orientation
  - b. Defect logging procedures
  - c. Defect classifications
  - d. Defect status updates
6. Walk-through of sample User Acceptance Test cases
7. UAT related Q&A

This tester training will be completed prior to the commencement of User Acceptance Testing.

MLCC Central Support Team will be responsible for providing the logistics around classrooms, projectors, desktops (with access to the test/staging environments).

**Train-the-Trainer Training**

The Train-the-Trainer method has been determined to be the most efficient method of delivery for projects with a large user community that is geographically diverse. This section describes the timing and approach for Train-the-Trainer instruction.





Content for the Train-the-Trainer sessions will be based on the system configuration and will be further developed using the prototype and appropriate design documents (as accepted by the State prior to implementation). Before scheduling the Train-the-Trainer sessions the configuration of the processes and system will be in a state close to final in order to avoid retraining efforts.

Train-the-Trainer content will be specific to how end users will actually perform their roles. The Train-the-Trainer curriculum will consist of materials that will be developed for three (3) roles:

1. Management/ Supervisory Staff: responsible for the oversight of licenses issued, revenues generated, tracked productivity, and other similar management or supervisory tasks
2. Intake and Approval Staff: responsible for tasks associated with accepting license applications from citizens and approving those applications
3. Case Management Staff or Front-Line Staff: responsible for tasks associated with determining on-going eligibility for issued licenses

The curriculum to be developed will provide a total of 36 hours of classroom or web-based training: Curriculum for each role will be comprised of 12 hours of training which will be delivered as either one and a half (1 ½) 8-hour days or two consecutive 6-hour days, based on the availability of state training rooms and the participants' schedules.

Train-the-Trainer sessions will be conducted in a classroom in state training room/s provided and scheduled by the State. The class size for each session will be limited to 12 – 15 state participants to enable instructors to have the ability to provide attention to student needs and questions. Webinars will also be an option if participants are not able to attend in-person.

Each participant will receive the same core instruction, customized to the department and role. The course will provide the following:

1. Examples of, and training on each license type category
2. Training job aids specific to the different license type categories made available in training classes and online

State instructors will be identified prior to the beginning of training. It is recommended that the State instructor pool be selected from the project Subject Matter Experts. Instructor led Train-the-Trainer sessions will be planned in advance, and the State will schedule the training sessions and coordinate train-the-training session logistics. The Deloitte Implementation Team instructor(s) will teach the end-user courses to the designated state instructors. The State instructors will be assigned sections of the course to study and teach to the other instructors within a specified timeframe.

Sessions will be conducted on the State's implementation or support site using their existing build of the Salesforce Automation product. To prepare the identified State instructors to properly teach their own users requires significant commitment from the State staff. For each 2-day course the staff should commit the 2 days to learn the basics of that course and at a minimum another 3 days to acquire the skills to teach others, including teach back sessions. It is recommended that the designated state Call Center personnel attend these sessions as this will take them through the processes and help them learn to answer questions related to day-to-day operations.

### Prerequisite Skills

The table below lists the skills needed to receive the maximum benefit from all of the classroom training sessions.

State Groups	Prerequisite Skills
State Technical Staff	<ul style="list-style-type: none"> <li>• Proficient in Internet environment</li> </ul>



	<ul style="list-style-type: none"> <li>• General working knowledge of state business processes and functions.</li> <li>• Familiarity with existing system source data</li> <li>• Familiarity with existing system design and structure</li> </ul>
State System Administrators	<ul style="list-style-type: none"> <li>• Proficient in Windows environment</li> <li>• Proficient in Internet environment</li> <li>• General working knowledge of state business processes and functions.</li> <li>• Moderate technical knowledge of database design, database usage, syntax management, and java scripting.</li> <li>• Familiarity with existing system source data</li> <li>• Familiarity with existing system design and structure</li> <li>• Crystal Reports</li> </ul>
State Trainers	<ul style="list-style-type: none"> <li>• General working knowledge of State business processes and functions</li> <li>• Proficient in use of mobile devices</li> <li>• Moderate to advanced skills in adult training approaches; especially in systems and software training</li> </ul>
UAT Testers	<ul style="list-style-type: none"> <li>• Proficient in Windows environment</li> <li>• Proficient in Internet environment</li> <li>• Proficient in use of mobile devices</li> <li>• Working knowledge of State business processes and functions</li> </ul>
State End Users	<ul style="list-style-type: none"> <li>• Proficient in Windows environment</li> <li>• Proficient in Internet environment</li> <li>• Working knowledge of State business processes and functions</li> </ul>

Table E8-7: Prerequisite Skills

### Training Material Development

The training materials and training structure will be developed in conjunction with state staff using Salesforce's template of training materials. The Deloitte Implementation Team, along with the state staff will be involved throughout the entire life cycle of system development and rollout. Using this approach, the training materials and the training agenda will be developed to meet the specific needs of the State user groups, and further enhances the knowledge transfer and learning process.

- The Deloitte Implementation Team and selected state staff will review the requirements and system documentation
- The Deloitte Implementation Team, with input from State staff and subject matter experts, will draft the initial training materials for each user group
- For Train-the-Trainer, related training analysis, materials design and initial training materials development for the end users alongside technical design's schedule
- The initial draft of the training material will be reviewed by the Deloitte Implementation Team and State staff for completeness and quality. The feedback will be incorporated into the training material
- After the training material is revised based on input from all parties, the material will be presented to the State project manager for additional input and approval



**Training Materials**

Training classes will provide participants with customized Salesforce training materials and exercises.

- Format of training materials will be determined during training of analysis. Any paper-based materials will be available electronically. The following materials will be developed, as appropriate, for each user group and training session:
- **Course Outlines and Content:** Provide a description of the contents of the classroom sessions
- **User's Manual:** The training materials will make extensive use of the User's Manual
- **Technical Manuals:** Technical manuals will be available to support back-end users
- **Slides:** PowerPoint slides may be developed and included into the training session to provide background knowledge that puts the training materials into context
- **Training Exercises:** Functional and technical based activities that are performed by the students to illustrate how the system is used to perform actual state business functions
- **Training Environment:** Training environment which will be used to support the training exercises

**Note:** Administrator documentation will not be customized. The suite of Salesforce Reference Guides will be delivered and used during knowledge transfer or any classroom administrator and technical sessions.

MLCC Training Material / Documentation Requirements	How Deloitte meets the requirement
The documentation of components, features, and use of the Salesforce.com shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.	<ul style="list-style-type: none"> <li>• Deloitte completes documentation with troubleshooting and FAQ in mind</li> <li>• The configuration for the solution for MLCC is detailed around components, features and use of Salesforce.com</li> </ul>
All system, operational, user, change, and issue documentation must be available in electronic format, published to an intranet Web site, accessible to State users, and be updated regularly, with unique numerical identifiers for each section and be consistent with the most current version of the application(s) and three (3) previous versions.	<ul style="list-style-type: none"> <li>• Deloitte will use configuration management practices and approaches we have used successfully for MLCC to date to meet the version management requirements</li> </ul>
All system, operations, user, change and issue documentation is to be organized in a format-which is approved by the State. Its form should facilitate updating and allow-for revisions to the documentation to be clearly identified including the three (3) previous versions.	<ul style="list-style-type: none"> <li>• Deloitte understands the importance of MLCC approval of our documentation format and the importance of having document maintenance in mind – We will work with MLCC to configure our out of the box solution documentation as needed to meet MLCC approval</li> </ul>
The Vendor must develop and submit for State approval complete, accurate, and timely system, operations, and user documentation.	<ul style="list-style-type: none"> <li>• Deloitte understands the needs to be timely with our documentation and we leverage our documentation as an accelerator</li> </ul>
The Vendor must notify the State of any discrepancies or errors outlined in the system, operations, and user documentation.	<ul style="list-style-type: none"> <li>• Deloitte will communicate frequently with MLCC on any discrepancies we identify in documentation</li> </ul>



## Training Schedule

The training schedule will be coordinated with the rollout of the project. The training schedule may be modified and updated during the build phase of the effort. Factors which can impact the training schedule will be considered during the schedule creation and monitored throughout training development and preparations. These factors include the readiness and approval of the system, the timeliness of the system approval in order to prepare training materials, the availability of facilities/trainers/resources, and the business priorities of the participants. The specific topics, agendas, and durations of the courses will be determined during this period as well.

Audience	Key activity	Due Date
<b>Assessment</b>		
	Detailed assessment to identify any specific needs and key stakeholders for training	January 2015
<b>Design</b>		
	Development of training materials and business processes	March 2015
	Development of Train-the-Trainer materials	March 2015
	Training materials submitted to MLCC (first draft)	Late March 2015
	Training materials submitted to MLCC (final)	Early April 2015
	Training materials accepted	Late April 2015
<b>Delivery</b>		
<b>Classroom Sessions</b>		
State Staff Trainers, State Staff Supervisors, State Technical Staff	Salesforce Introduction	May 2015
State Staff Trainers, State Technical Staff	Navigation	May 2015
State Staff Trainers	License Application Process	May 2015
State Staff Trainers	Renewal	May 2015
State Staff Supervisors	Supervisory Tasks	May 2015
State Staff Trainers	Enforcement Management	May 2015
State Staff Trainers	Financial Processing (Fees and Payments)	May 2015
State Staff Trainers	Executive Services and Server Training	May 2015
State Administrator Staff, State Technical Staff	Salesforce Administration	May 2015
Business and Technical Users	Special Sessions	May and June 2015
<b>UAT Training</b>		
UAT Testers	UAT Training	Early May 2015
<b>Train-the-Trainer</b>		
State Staff Trainers, End Users	Deliver Train-the-Trainer Training to MLCC State Trainers	June 2015



## Training Performance Metrics

The following metrics will be used to measure the completion and success of training and knowledge transfer:

- **Attendance at a Training Session:** The State project manager will be responsible for ensuring that the users attend the training when scheduled. Attendance will be tracked at each training session through the use of a sign in sheet. Each attendee will be required to sign the attendance sign in sheet for each day attended, and the document will be provided to the state project manager at the conclusion of each class session
- **Task assignment completion:** As state technical staff are assigned tasks during knowledge transfer, the tasks will be reviewed and evaluated by the Deloitte Implementation Team to measure the level of understanding. A follow-up Q/A session will occur to allow for state staff to clarify their knowledge and understanding. On a monthly basis, the Deloitte Staff and State Staff will document the tasks completed under the agreement that knowledge transfer occurred successfully
- Teach back sessions will be conducted as part of the train-the-trainer sessions to evaluate the readiness of state instructors to deliver instructor led training to state end users
- Verbal feedback will be provided throughout the 3-day session
- After completion of Train the Trainer activities, a written evaluation will be provided to the State PMO
- One or two instances of Trainer Classroom instruction will be observed by the Deloitte Implementation Team and written feedback will be provided to the State PMO at the conclusion of this observation
- Training Evaluation Forms: In order to assess and document the effectiveness of the training, all trainees will complete a Training Evaluation upon completion of their coursework. A report of those evaluations will be turned over to the state project manager immediately following collection. Salesforce will use an online evaluation at the end of each training session for ease of management and delivery of results.

## Training Environment

- Training will be conducted in State facilities, assuming that the State training facilities connect to the State network and that all workstations meet minimum specifications to run software. Therefore, no equipment, other than the workstations, printers and projection system that they have available, is required. If there is a need to host the training via webinar, all trainees will need to connect to the State network and have computers that meet minimum specifications to run software.
- The Deloitte Implementation Team and State Team understand that these sessions must be scheduled in advance in order to confirm availability of staff and facilities
- The training workstations will closely match those used in production so that production response time is accurately reflected
- Workstations will need to be appropriately configured for the project by State technical staff. Each workstation will have network connection to the training database and web browser capabilities.



## Training Signoff

It is important to formally agree that training is complete. Attendance sign in sheets will be used as proof of delivery and to show the individual users received the training.

Sign off is required as per the agreement between the State Team, and the Deloitte Implementation Team that the training has been completed satisfactorily.

The acceptance process will follow the standard Deliverable Acceptance Process developed and managed by the joint Program Management Office.



EXHIBIT 6

[Support Contacts]

Calls will be directed to Deloitte Help Desk at a number to be provided before Go-Live. This Exhibit is to be updated with the Help Desk number when provided.