



**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 **MA071B1300072C**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Brandon Samuel	
		517-249-0439	
		samuelb@michigan.gov	

CONTRACT SUMMARY				
Intelligrants Maintenance				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2010	September 30, 2015	5 - 12 Months	September 30, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$25,959,016.50	\$33,000.00	\$25,992,016.50		
DESCRIPTION				
Effective April 22, 2025, contract is amended per the attached for the addition of maintenance and support and additional funding of \$33,000.00 for MDARD.				
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 April 22, 2025.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
MSP	Leslie Wagner	517-284-3214	WagnerL2@michigan.gov
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MSP	Matt Wiitala	517-643-4127	WiitalaM1@michigan.gov
MDARD	Brandon Colby	517-342-4487	colbyb@michigan.gov
MDARD	Heather Throne		ThroneH@michigan.gov
MDE	Drew Finkbeiner		FinkbeinerD@michigan.gov
MSHDA	Mark Whitaker		WhitakerM@michigan.gov
LEO	Gregory Rivet		RivetG@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Grants Management System	Period of Coverage: 3/1/25 – 9/30/25
Requesting Department: MDARD	Date: 02/27/2025
MDARD Project Manager: Heather Throne	Phone: 517-712-0841
DTMB Project Manager: Laura Brancheau	Phone: 517-618-9646

Brief description of services to be provided:

BACKGROUND:

This Statement of Work (SOW) is part of a Change Notice to Contract No. 071B1300072 (Contract) between the State of Michigan (State or SOM) and Agate (“Contractor” or “Vendor”) under the terms of the Implementation Services Agreement (Contract # 071B1300072) (“Agreement” or “Contract”). The Parties agree as follows:

The Michigan Department of Agriculture and Rural Development is a state agency comprised of seven divisions. The grant programs for the Agriculture Development Division (AgD), the economic development arm of the department, include Value Added & Regional Food Systems, Rural Development Fund, Specialty Crop Block, Food & Ag Investment, One-time and Farm Innovation. AgD currently manages 192 active multiyear grant agreements with a value of over \$23 million. In, 2021, the AgD Grants Team processed 140 grant financial reimbursements, 332 competitive grant applications, and established more than 50 grant agreements.

PROJECT OBJECTIVE:

Provide Maintenance and Support for MDARD MiAgGrants system.

SCOPE OF WORK:

Approved tasks, application development, and support for MDARD MiAgGrants system from March 1, 2025, through September 30, 2025. Additional funding of \$33,000 being added

OUT OF SCOPE:

Any requirement or work requested that is not contained in this statement of work or associated contract will be considered out of scope for this engagement. Pricing for out-of-scope work requests is available upon request.

TASKS:

Technical support is required to assist with the following tasks:

- Application development and rollovers
- Account support
- Grant support

DELIVERABLES:

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

Agate effects are to include but are not limited to the following:

- Software Maintenance and Support:
 - Troubleshoot production problems; make recommendations for improvements.
 - System Updates.
 - Issue Resolution
- Resolution to issues and roadblocks that prevent the state from developing and maintaining grant applications in MiAgGrants system without support from Agate Software. Including:

STATEMENT OF WORK - IT CHANGE NOTICE

- o The ability to add new applications to the My Application/Task dropdown in Application Search.
- o The ability to add new applications to the Program Name dropdown under Advanced Properties in the Document Template Properties.
- o The ability to make alterations on the Budget Detail page.
- o The ability to make alterations on the Add Consortiums page.
- o The ability to make alterations on the Awards page.
- o The ability to update grant agreements for new fiscal year changes for each program.
- o The ability to improve the in system messaging features.
- o The ability to update the performance and expense report features.

ACCEPTANCE CRITERIA:

- No changes to the contract

PROJECT CONTROL AND REPORTS:

A monthly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past month, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project

SPECIFIC DEPARTMENT STANDARDS:

- MDARD standards, if any, in addition to DTMB standards. No changes to the contract

PAYMENT SCHEDULE

The parties agree to add up to 300 hours for maintenance and operations services, to be billed at a blended hourly rate of \$110.00.

Payment will be made monthly. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

- No changes to the contract.

PROJECT CONTACTS:

STATEMENT OF WORK - IT CHANGE NOTICE

<p>The designated MDARD Project Manager:</p> <p>Heather Throne Conn Hall 525 W. Allegan St. Lansing, MI 48933 517-712-0841 throneh@michigan.gov</p>	<p>The designated DTMB EPMO Project Manager:</p> <p>Jill Cullen Conn Hall 525 W. Allegan St. Lansing, MI 48933 248-212-8274 cullenj@michigan.gov</p>	<p>The designated DTMB Technical Owner:</p> <p>Ajay Singh Conn Hall 525 W. Allegan St. Lansing, MI 48933 517-855-0133 singha6@michigan.gov</p>	<p>The designated Agate Project Manager:</p> <p>Jeff Claeys 2214 University Park Dr. Okemos, MI 48864 517-336-2540 jclaeys@agatesoftware.com</p>
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LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at a combination of State of Michigan offices, primarily Constitution Hall in Lansing, MI, Agate offices in Okemos, MI and Agate remote office locations.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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STATE	Program Manager	Various	Various
STATE	Contract Administrator	Brandon Samuel	DTMB
		517-249-0439	
		samuelb@michigan.gov	

CONTRACT SUMMARY				
Intelligrants Maintenance				
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October 1, 2010	September 30, 2015	5 - 12 Months	September 30, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
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<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				
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<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$25,959,016.50	\$0.00	\$25,959,016.50		
DESCRIPTION				
<p>Effective 9/25/2024, the following agencies are transitioning all ongoing maintenance, support and enhancements from Agate Contract 071B1300072 to Agate Contract 230000000988: MDE, MSP (OHSP), LEO (KCP), DNR (FOD only) and DHHS (DVS).</p> <p>All other terms, conditions, specifications, and pricing remain the same per contractor and agency agreement, and DTMB Central Procurement Services.</p>				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MSP	Leslie Wagner	517-284-3214	WagnerL2@michigan.gov
MDARD	Brandon Colby	517-342-4487	colbyb@michigan.gov
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MDARD	Heather Throne		ThroneH@michigan.gov
MDE	Drew Finkbeiner		FinkbeinerD@michigan.gov
MSHDA	Mark Whitaker		WhitakerM@michigan.gov



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<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$25,709,206.50	\$249,810.00	\$25,959,016.50		
DESCRIPTION				
Effective September 12, 2024, this Contract is hereby increased by \$249,810.00 and the following amendment has been incorporated to upgrade LEO's Management of Awards to Recipients (MARS) legacy application to the IntelliGrants IGX platform.				
All other terms, conditions, specifications, and pricing remain the same per contractor and agency agreement, and DTMB Central Procurement Services approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
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MSP	Matt Wiitala	517-643-4127	WiitalaM1@michigan.gov
MDARD	Heather Throne		ThroneH@michigan.gov
MDE	Drew Finkbeiner		FinkbeinerD@michigan.gov
MSHDA	Mark Whitaker		WhitakerM@michigan.gov
LEO	Gregory Rivet		RivetG@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Management of Awards to Recipients (MARS) Replacement	Period of Coverage: 10/1/24 – 9/30/25
Requesting Department: Labor and Economic Opportunity (LEO)	Date: 9/09/24
Agency Project Manager: Greg Rivet	Phone: 517-388-5250
DTMB Project Manager: Nancy Pulter	Phone: 517 881-1596

Brief description of services to be provided:

BACKGROUND:

Management of Awards to Recipients (MARS) was implemented in May 2009 by the Financial Services Division of the Department of Energy, Labor and Economic Growth. The system was designed to allow State of Michigan grant recipients to request cash, report expenditures and review financial data for their grants online, and eliminate the need to fax cash request and expenditure reports to the Financial Services Division. Currently, all 16 MWAs have online access to MARS for the purpose of requesting cash and reporting expenditures. State of Michigan Executive Order 2011-04 transferred all workforce programs and related administrative duties of the grants currently in the MARS system to the Michigan Strategic Fund.

PROJECT OBJECTIVE:

The following document outlines the project scope to implement MARS to the IntelliGrants electronic grants management system. This document serves as the framework for the configuration of IntelliGrants for the MI LEO MARS. To ensure a timely and successful project, Agate Software will only configure the system based on the design documentation that is approved by the MI LEO MARS. It is important that the design documentation accurately reflects the requirements and expectations of the MI LEO MARS to ensure that the system is configured to meet their needs. These services are described in section 1.100 of contract number 071B1300072.

SCOPE OF WORK:

IN SCOPE

1. IntelliGrants Annual Enterprise Product Software License

MI LEO MARS will receive a non-exclusive IntelliGrants, version IGX Enterprise License governed by the terms of the associated license agreement.

An Enterprise License entitles the customer to the following:

Unlimited number of users

Full system support, including both Tier 1 (external users) and Tier 2 (customer staff)

Unlimited document storage when using the Agate Cloud Hosting Service

Ability to configure unlimited security roles - Sam.gov system interface used for SAM/UEI # verification - Grants.gov system interface used by customers to seek additional funding opportunities

USPS system interface used to validate address information

Irs.gov interface used to verify non-profit organization status

Microsoft Bing Maps GIS interface

Language translation support

Public Opportunity Portal allowing users the ability to view current and upcoming funding programs without needing to register for the solution

Multi factor authentication

Daily Data Warehouse export Deliverable Assumptions:

The provided IntelliGrants IGX License Agreement must be signed prior to any work on additional deliverables being started.

2. Product Installation

Attributes of the deliverable Include the following:

Installation of the IntelliGrants product in an Agate-hosted Shared Development environment and UAT environment.

Configuration of multi factor authentication methods.

Installation of system interfaces with Sam.gov, Grants.gov, and USPS for validating and automating user registrations, seeking federal funding opportunities, and validating address information.

Configuration of language translation options.

Configuration of the SMS Notification feature, including selection of a system-specific local phone number.

Deliverable Assumptions:

The production, UAT, and shared development environments may not send a combined total of more than fifty thousand (50,000) SMS messages annually.

Sign-off and invoicing of the deliverable is contingent upon the following:

MI LEO MARS staff having access to the Shared Development environment.

3. Onsite Project Kickoff

Attributes of the deliverable Include the following:

Onsite business analysis, including project scope validation, product demonstration, project planning (timeline and resources), project roles and responsibilities, definition and documentation of business process workflows via Microsoft Visio, and definition of system security roles. - Three (3) days onsite with two (2) Agate Software Resources.

Deliverable Risks/Assumptions:

MI LEO MARS has signed the Statement of Work and License Agreement. Sign-off and invoicing of the deliverable is contingent upon completion of the onsite project kickoff sessions.

4. Project Management

Attributes of the deliverable Include the following:

Creation of the Project Management Plan (PMP) including:

- o Project Schedule
- o Implementation Plan
- o Communication Plan
- o Quality Assurance Plan
- o Test Plan
- o Issue Management Plan

MI LEO MARS access to ProjecTrax, a project management software that allows tracking of project tasks, configuration, testing, support, and project status reports.

Sign-off and invoicing of the deliverable is contingent upon the delivery of the following:

- Project schedule
- Communication plan
- Resource plan

5. Product Branding

Attributes of the deliverable Include the following:

Creation of a system header banner based on MI LEO MARS-provided materials, such as an existing logo.

Application of a system color scheme made up of a Heading Color, Sub-Heading Color, Highlight Color, Accent Color, Auxiliary Color, Primary Text Color, and Secondary Text Color.

Deliverable Risks/Assumptions:

MI LEO MARS will be given two (2) rounds of branding review and changes prior to finalization.

Sign-off and invoicing of the deliverable is contingent upon the following:

Final branding applied to Shared Development environment

6. Product Security Role and Profile Configuration

Attributes of the deliverable Include the following:

System security role definition documented through the Security Role Matrix.

System security role configuration for MI LEO MARS and external user organizations, including those identified during the project kickoff and the following additional roles: External Viewer, Internal Viewer, System Administrator, and Support Team.

Design and configuration of the user and organization profiles, including up to one (1) level 2 form design and build, up to five (5) additional user

profile fields, and up to five (5) additional organization profile fields.
Deliverable Risks/Assumptions:

MI LEO MARS will approve the Security Role Matrix prior to configuration of the system security roles Sign-off and invoicing of the deliverable is contingent upon the following:

MI LEO MARS ability to login as each of the newly created security roles.

7. Configuration: Grant/Project Process

Attributes of the deliverable include:

Design and configuration of one (1) level 1 workflow for the grant/project process

Design and configuration of the grant/project document template including the following:

- o Automatic user assignment properties to streamline the process.
- o Document creation agreement language to ensure compliance.
- o Document identification number format for easy tracking and organization.
- o Program description to provide context for the application.
- o Document form template configuration including the following:
 - Up to three (3) level 1 form design and build for basic information gathering.
 - Up to two (2) level 2 form design and build for more detailed information.
 - Up to one (1) level 3 form design and build for complex information gathering.

Invoicing for this deliverable will be on a time and materials basis, billed on the 1st of each month as work is completed. Up to 242 Agate resource hours may be used for completing this deliverable. If more than 242 hours are required, the Service Enhancements budget will be utilized.

8. Configuration: Grant Action Notice Process

Attributes of the deliverable Include the following:

Design and configuration of one (1) level 1 workflow for the grant action notice process

Design and configuration of the grant action notice document template including the following:

- o Automatic user assignment properties to streamline the process.
- o Document creation agreement language to ensure compliance.
- o Document identification number format for easy tracking and organization.
- o Document form template configuration including the following:
 - Up to one (1) level 2 form design and build for more detailed information.

Invoicing for this deliverable will be on a time and materials basis, billed on the 1st of each month as work is completed. Up to 77 Agate resource hours may be used for completing this deliverable. If more than 77 hours are required, the Service Enhancements budget will be utilized.

9. Configuration: Transfer Request Process

Attributes of the deliverable Include the following:

Design and configuration of one (1) level 1 workflow for the transfer request process

Design and configuration of the transfer request document template including the following:

- o Automatic user assignment properties to streamline the process.
- o Document creation agreement language to ensure compliance.
- o Document identification number format for easy tracking and organization.
- o Document form template configuration including the following:
 - Up to one (1) level 3 form design and build for more detailed information. Invoicing for this deliverable will be on a time and materials basis, billed on the 1st of each month as work is completed. Up to 115 Agate resource hours may be used for completing this deliverable. If more than 115 hours are required, the Service Enhancements budget will be utilized.

10. Configuration: Cash Request Process

Attributes of the deliverable Include the following:

Design and configuration of one (1) level 1 workflow for the cash request process

Design and configuration of the cash request document template including the following:

- o Automatic user assignment properties to streamline the process.
- o Document creation agreement language to ensure compliance.
- o Document identification number format for easy tracking and organization.
- o Document form template configuration including the following:
 - Up to two (2) level 1 form design and build for basic information gathering.
 - Up to one (1) level 3 form design and build for complex information gathering.

Invoicing for this deliverable will be on a time and materials basis, billed on the 1st of each month as work is completed. Up to 150 Agate resource hours may be used for completing this deliverable. If more than 150 hours are required, the Service Enhancements budget will be utilized.

11. Configuration: Expenditure/Closeout Process

Attributes of the deliverable Include the following:

Design and configuration of one (1) level 1 workflow for the expenditure/closeout process

Design and configuration of the expenditure/closeout document template including the following:

- o Automatic user assignment properties to streamline the process.
- o Document creation agreement language to ensure compliance.
- o Document identification number format for easy tracking and organization.
- o Document form template configuration including the following:
 - Up to five (5) level 1 form design and build for basic information gathering.
 - Up to one (1) level 3 form design and build for complex information gathering.

Invoicing for this deliverable will be on a time and materials basis, billed on the 1st of each month as work is completed. Up to 201 Agate resource hours may be used for completing this deliverable. If more than 201 hours are required, the Service Enhancements budget will be utilized.

12. Configuration: Refund/Adjustment Process

Attributes of the deliverable Include the following:

Design and configuration of one (1) level 1 workflow for the refund/adjustment process

Design and configuration of the refund/adjustment document template including the following:

- o Automatic user assignment properties to streamline the process.
- o Document creation agreement language to ensure compliance.
- o Document identification number format for easy tracking and organization.
- o Document form template configuration including the following:
 - Up to one (1) level 1 form design and build for basic information gathering.
 - Up to one (1) level 2 form design and build for more detailed information.

Invoicing for this deliverable will be on a time and materials basis, billed on the 1st of each month as work is completed. Up to 94 Agate resource hours may be used for completing this deliverable. If more than 94 hours are required, the Service Enhancements budget will be utilized.

13. Payment Administration Toolset

Attributes of the deliverable Include the following:

Design and development of one (1) Payment Administration toolset for tracking and updating payment information. This will replace the existing Paying Recipients toolset.

Invoicing for this deliverable will be on a time and materials basis, billed on the 1st of each month as work is completed. Up to 230 Agate resource hours may be used for completing this deliverable. If more than 230 hours are required, the Service Enhancements budget will be utilized.

14. Reporting Package**

IntelliGrants reports provide system data in various formats, such as on-screen, paginated, tabular, or chart format. These reports typically include calculations or logic executed at the time of report generation in the system.

Attributes of the deliverable Include the following:

Analysis, design, configuration, and testing of MI LEO MARS-specific reports

Installation and security permission configuration of the canned reports:

- o Contact Information Report
- o Organization Audit Report
- o Permissions Report
- o Person Audit Report
- o System Messages Report
- o Task Aging Report
- o Document Access Audit Report
- o Document Person Assignment Report
- o Organization Member Audit Report
- o Person Login Audit Report
- o User Registration information Report
- o Support Ticket Detail Report
- o Support Satisfaction Survey Report

Invoicing for this deliverable will be on a time and materials basis, billed on the 1st of each month as work is completed. Up to 200 Agate resource hours may be used for completing this deliverable. If more than 200 hours are required, the Service Enhancements budget will be utilized.

** This deliverable #14 will be considered an additional offering that can be added at a later time with a Change Request.

15. MILogin Single Sign-On (SSO) Interface

Attributes of the deliverable Include the following: - Integration of the IntelliGrants system with MI LEO MARS's identity authentication solution (e.g. Active Directory).

Installation of SSO components, allowing MI LEO MARS internal users with existing credentials stored in their identity authentication solution to log in to the IntelliGrants system without providing additional credentials.

Deliverable Risks/Assumptions:

The existing authentication solution must utilize SAML for communication.

All data elements required for mapping and interface must exist within the IntelliGrants system before SSO development.

All user account must exist within the IntelliGrants system for each user of the system.

MI LEO MARS is responsible for all work related to processing data within their external SSO system and exporting data from the external system.

MI LEO MARS is responsible for ensuring that data sent to the IntelliGrants system is error-free.

MI LEO MARS is responsible for providing accurate and complete specifications for the SSO interface, including any required protocols, configurations, or security requirements.

Any changes to the SSO interface requirements after the initial agreement may result in additional costs and an extended timeline for completion.

MI LEO MARS is responsible for obtaining and maintaining any necessary licenses, permissions, or agreements with third-party software or service providers involved in the SSO interface.

MI LEO MARS is responsible for providing timely access to any required systems, environments, or resources necessary for the development and testing of the SSO interface.

MI LEO MARS is responsible for ensuring the availability and performance of the external SSO system, including any necessary system upgrades, maintenance, or troubleshooting.

The SSO interface will be developed and tested based on the current version of the external SSO system. Any updates or changes to the external SSO system may require additional work to ensure compatibility, which may result in additional costs.

MI LEO MARS is responsible for coordinating and managing communication between all parties involved in the SSO interface development, including any third-party vendors or service providers.

MI LEO MARS is responsible for conducting thorough testing of the SSO interface in their environment and providing timely feedback to ensure any necessary adjustments can be made before final implementation.

Sign-off and invoicing of the deliverable is contingent upon the successful validation of UAT by MI LEO MARS in the Agate Shared Development environment. UAT will involve testing the SSO configuration to ensure that all features and attributes are functioning as intended.

16. SIGMA System Interface

Attributes of the deliverable Include the following:

Design and development of one (1) 2-way system interface between the IntelliGrants system and one (1) external system including the following:

- o Mapping of data elements required for the interface with those within the IntelliGrants system.

- o Development of an automated process (e.g., Web Service, SFTP Batch) for sending data from the IntelliGrants system to the external system or an intermediate system.
- o Development of an automated process (e.g., Web Service, SFTP Batch) for receiving data from the external system into the IntelliGrants system.

Deliverable Risks/Assumptions:

Limit of one (1) API/File from the IntelliGrants system

Limit of one (1) API/File to the IntelliGrants system - All data elements required for mapping and interface must exist within the IntelliGrants system before interface development.

MI LEO MARS SME will participate in the data mapping process.

MI LEO MARS is responsible for all work related to accepting and processing data within the external system and exporting data from the external system.

MI LEO MARS is responsible for ensuring that data sent to the IntelliGrants system is error-free, including duplicates, spelling errors, etc.

MI LEO MARS is responsible for providing accurate and complete specifications for the interface, including data formats, data types, and any required business rules.

MI LEO MARS is responsible for obtaining and maintaining any necessary licenses, permissions, or agreements with third-party software or service providers involved in the interface.

MI LEO MARS is responsible for providing timely access to any required systems, environments, or resources necessary for the development and testing of the interface.

MI LEO MARS is responsible for ensuring the availability and performance of the external system, including any necessary system upgrades, maintenance, or troubleshooting.

The interface will be designed to handle a predefined maximum number of transactions or data volume per specified time. Any increase in the volume of transactions or data beyond this limit may require additional resources or modifications to the interface, which may result in additional costs.

The interface will be developed and tested based on the current version of the external system. Any updates or changes to the external system may require additional work to ensure compatibility, which may result in additional costs.

MI LEO MARS is responsible for coordinating and managing communication between all parties involved in the interface development, including any third-party vendors or service providers.

MI LEO MARS is responsible for conducting thorough testing of the interface in their environment and providing timely feedback to ensure any necessary adjustments can be made before final implementation.

Invoicing for this deliverable will be on a time and materials basis, billed on the 1st of each month as work is completed. Up to 140 Agate resource hours may be used for completing this deliverable. If more than 140 hours are required, the Service Enhancements budget will be utilized.

17. Service Enhancements

Agate will provide additional enhancement services at MI LEO MARS's request during and after the initial system implementation. System Enhancements will be tracked through the Change Management Process. The following non-exhaustive list contains examples of what the Service Enhancements deliverable may be used for:

- Changes to Approved Forms

- Changes to Approved Business Rules

- Changes to Approved Security Roles

- Changes to Approved Workflows

- Tailored system training manuals

- Additional Grant Programs

- Additional Business Meetings

- Additional System Interfaces

- Roll-over services (e.g., copying a current grant program and updating the grant cycle dates for the next grant cycle year, such as changing dates from 2022 to 2023)

Additional Management Reports

System Customizations

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. The deliverable contains a maximum of 158 Agate resource hours.

18. MI LEO MARS Administrative Manual

Attributes of the deliverable Include the following:

One (1) MI LEO MARS staff training manual, including:

- o One (1) electronic copy in PDF format.
- o Up to three hundred (300) pages.
- o MI LEO MARS-specific content (i.e., terminology, screenshots).

Manual will be accessible through a hyperlink within the IntelliGrants system.

Deliverable Risks/Assumptions:

MI LEO MARS will be given 2 rounds of review and modification before the manual is considered final.

After the final version of the manual is delivered, further updates will be made only upon MI LEO MARS's request, and at an additional cost.

Sign-off and invoicing of the deliverable is contingent upon the delivery of the training manual.

19. Webcast Administrative User Training

Attributes of the deliverable Include the following:

One (1) session of webcast system training for administrative users, up to two (2) hours.

Training agenda covering the following topics:

- o Basic System Requirements
- o Registering and logging in for the first time
- o Dashboard Functionality
- o Approving registration requests
- o Managing users and organizations

- o Setting up program eligibility, staff assignments, and key dates
- o Task Management
- o Review and scoring documents
- o Amendment review
- o Electronic signatures and contracts
- o Starting grant report (e.g., Monitoring Reports)

Recording of the provided training session can be made available through the IntelliGrants system.

Post-training Survey

Post-training Q&A Summary

Deliverable Risks/Assumptions:

Training sessions are limited to five hundred (500) participants.

Training is limited to MI LEO MARS staff and their partners.

The webcast training session will be demonstration-based, where the trainer will walk through the processes and functionalities within the system. Trainees will observe and learn from the trainer's demonstrations, rather than participating in hands-on activities during the session. It is recommended that trainees take notes and ask questions to ensure understanding and maximize the learning experience.

Sign-off and invoicing of the deliverable is contingent upon completion of the training.

20. Report Builder Training & Toolset**

Attributes of the deliverable Include the following:

One (1) session of webcast Report Builder training for administrative users, up to two (2) hours.

Training agenda.

Post-training Survey

Post-training Q&A Summary

Installation of a MI LEO MARS training site, available for three (3) months from the date of the training sessions.

Creation of a Report Builder security role, with access to the Report Builder, Ad-Hoc Query Builder, Admin Menu Builder, and Admin Menu Roles tools.

Report Builder training manual.

One (1) year of access to the Report Builder toolset.

Deliverable Risks/Assumptions:

Training sessions are limited to ten (10) participants.

Training is limited to MI LEO MARS staff.

The webcast training session will be demonstration-based, where the trainer will walk through the processes and functionalities within the system. Trainees will observe and learn from the trainer's demonstrations, rather than participating in hands-on activities during the session. It is recommended that trainees take notes and ask questions to ensure understanding and maximize the learning experience.

MI LEO MARS will only perform system configuration on the Shared Development environment. Any configuration completed in an environment other than Shared Development or Training may negatively impact the system and result in charges for Agate resources needed to restore the solution.

An Annual Report Builder Subscription fee will be invoiced once annually, starting one year after the initial Report Builder training completion. MI LEO MARS may cancel the recurring subscription at any time and will not be charged the next subscription fee.

Sign-off and invoicing of the deliverable is contingent upon completion of the training.

**This deliverable #20 will be considered an additional offering that can be added at a later time with a Change Request.

TECHNICAL ENVIRONMENT

21. Annual System Subscription

Attributes of the deliverable Include the following:

System Support Subscription

Access to live help desk support (8:00 am - 8:00 pm EST, Mon. – Fri.), with call center housed and staffed at our Okemos, Michigan headquarters.

24/7/365 access to our proprietary, online web-based issue resolution tool, ProjecTrax, for problem reporting and project tracking.

Regular system updates including weekly patches and bug fixes, and quarterly global updates to the IntelliGrants product.

Configuration of the System Feedback Utility with a base form, allowing users to provide feedback for product and service improvement.

Configuration of the User Support Administration Toolset including:

- o Creation of a new Support security role.
- o In-System Support Toolset Training Manual.
- o Support Administration Tool.
- o Support Team Management Tool.
- o Support Request History Tool.
- o Support Feedback Tool.
- o Support Feedback Management Report.
- o One (1) live webcast training session. System Hosting Subscription

Maintenance of one MI LEO MARS Production environment, available for production use.

Regular updates and maintenance of network, database server, and application server.

Installation of the automated Data Warehouse Export: o Implementation of a SQL database export for MI LEO MARS.

- o Database will be located on the Agate Software hosted secure FTP folder (directory) and accessible by a user account created specifically for MI LEO MARS.
- o Database export will be exported to the web folder once per day.
- o SQL database export will include all IntelliGrants configured "form pages" and user profiles transposed into database tables.

Application and renewal of SSL security certificate for any *.intelligrants.com URL selected by the customer.

Creation of an @intelligrants.com system email address specific to the customer system.

System Backup Information

Data	Data Type	Back-up Frequency	Backup Location(s)
Production Databases	Production Customer Data	<p>Nightly & Point-in-time Production Database backups are retained for 35 days with a restoration capability typically within 5 minutes of a given failure.</p> <p>Long-term Production Database backups are retained as follows: weekly backups are retained for 6 weeks; monthly backups are retained for 12 months, and annual backups retained for 7 years.</p>	<p>Azure US Government Cloud: US GOV Arizona Region US GOV Virginia Region US GOV Texas Region</p>
Production Web Servers	Operating System, Website Files, Site Uploads	<p>VM's are backed up once daily at 12:00AM EST with a data retention set as follows: Daily backups are retained for 14 days, weekly backups are retained for 6 weeks, and monthly backups are retained for 12 months, and annual backups retained for 7 years.</p> <p>Disaster Recovery data replication for production Virtual Machines configured for secondary Azure Region. Replication RPO typically between 1min-3min.</p>	<p>Azure US Government Cloud:</p> <p>Primary Region: US GOV Arizona Region</p> <p>Secondary Region: US GOV Virginia Region US GOV Texas Region</p>
Production Firewall	Security configuration(s)	<p>Backed up once daily at 2:00AM EST with a data retention set as follows: Daily backups are retained for 14 days, weekly backups are retained for 6 weeks, and monthly backups are retained for 12 months, and annual backups retained for 7 years.</p>	<p>Azure US Government Cloud: US GOV Arizona Region US GOV Virginia Region</p>

In the event of a system restoration, the system can be restored within forty-eight (48) hours

Deliverable Risks/Assumptions:

For customers that perform their own configuration changes, annual support does not cover customercaused defects by improper use of the system.

Agate support staff will require access to the MI LEO MARS production site to provide user support and review submitted user feedback.

Any issues with system configuration not reported within 120 days of implementation will be considered outside of the warranty period. Resolution of these issues will be treated as system enhancements and will be addressed using the available hours allocated for system enhancements.

MI LEO MARS is responsible for all actions pertaining to the Data Warehouse database after it has been successfully exported from the IntelliGrants system.

The production, UAT, and shared development environments may not send more than fifty thousand (50,000) SMS messages annually.

Annual System Subscription will be invoiced the day the IntelliGrants product is installed in a live production environment and once annually, each year thereafter.

**This item Deliverable #21 will be handled with a Change Request and funding from the fiscal year 2025.

TASKS:

Technical support is required to assist with the following tasks:

Technical support is required to assist with the following tasks from section 1.100 of contract number 071B1300072.

Development and test environments.

The development and test hardware/operation systems environment must resemble the production environment as closely as possible. The State reserves the option to continue with the Contractor hosting solution, procure additional Contractor hosted solutions or hosting within the State's environment for the duration of the contract.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include (for details see section 1.104 of contract number 071B1300072):

ACCEPTANCE CRITERIA:

The following criteria will be used by the State to determine Acceptance of the Services and/or Deliverables provided under this SOW.

FINAL ACCEPTANCE

Final acceptance will be given when the Agency Project Manager has reviewed and approved the final reports.

PROJECT CONTROL AND REPORTS:

A monthly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each month progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

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

EXPENSES:

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

Pricing table:

	Qty	IntelliGrants Initial Configuration	Unit Cost	Deliverable Cost
1	1	IntelliGrants Enterprise License	\$ -	\$ -
2	1	IntelliGrants Product Installation	\$ 44,000.00	\$ 44,000.00
3	1	Onsite Project Kickoff Meeting	\$ 11,000.00	\$ 11,000.00
4	1	Project Management	\$ 9,900.00	\$ 9,900.00
5	1	Product Branding	\$ 1,540.00	\$ 1,540.00
6	1	Product Security Role and Profile Configuration	\$ 13,200.00	\$ 13,200.00
7	242	Configuration: Grant/Project Process	\$ 110.00	\$ 26,620.00
8	77	Configuration: Grant Action Notice Process	\$ 110.00	\$ 8,470.00
9	115	Configuration: Transfer Request Process	\$ 110.00	\$ 12,650.00
10	150	Configuration: Cash Request Process	\$ 110.00	\$ 16,500.00
11	201	Configuration: Expenditure/Closeout Process	\$ 110.00	\$ 22,110.00
12	94	Configuration: Refund/Adjustment Process	\$ 110.00	\$ 10,340.00
13	230	Payment Administration Toolset	\$ 110.00	\$ 25,300.00
15	1	MiLogin Single Sign-On (SSO) Interface	\$ 7,260.00	\$ 7,260.00
16	140	SIGMA System Interface	\$ 110.00	\$ 15,400.00
17	158	Service Enhancements	\$ 110.00	\$ 17,380.00
18	1	MI LEO MARS Administrative Manual	\$ 3,740.00	\$ 3,740.00
19	1	Webcast Administrative User Training	\$ 4,400.00	\$ 4,400.00
Total			\$	249,810.00

PROJECT CONTACTS:

The designated Agency Project Manager is:

Name Greg Rivet
 Department LEO
 Building/Floor
 Address 2501 Woodlake Circle
 City/State/Zip Okemos, MI 48864
 Phone Number 517 388 5250
 Fax Number N/A
 Email Address RivetG@michigan.gov

The designated DTMB Project Manager is:

Name Nancy Pulter
 Department DTMB
 Area Agency Services
 Building/Floor West St Joe/1st floor
 Address 4125 West Saint Joseph Highway
 City/State/Zip Lansing, MI 48917
 Phone Number 517 881 1596

Fax Number N/A

Email Address Pultern@michigan.gov

AGENCY RESPONSIBILITIES:

The DTMB Project Coordinator has responsibility for providing day-to-day project management, providing ongoing communication with the Contractor to address routine and emerging administrative issues, and reviewing and approving monthly progress reports and invoices requesting payment for services provided. The DTMB Project Coordinator and LEO Agency Services shall identify other staff as appropriate to participate in maintenance and support activities.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Work is done offsite

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This purchase order is a release from Contract Number 071B1300072. This purchase order, statement of work, and the terms and conditions of Contract Number 071B1300072 constitute the entire agreement between the State and the Contractor.



**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 **54**
to
Contract Number **MA071B1300072C**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Brandon Samuel	DTMB
		517-249-0439	
		samuelb@michigan.gov	

CONTRACT SUMMARY

Intelligrants Maintenance			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 12 Months	September 30, 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"/>		September 30, 2025
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$24,737,376.50		\$971,830.00	\$25,709,206.50	

DESCRIPTION

Effective September 11, 2024, this Contract is hereby increased by \$971,830.00. \$200,000 for the continuation of AGATE Software Grant Application Development services through FY 24 and \$771,830.00 to cover the following agency costs through 9/30/2025:

* Michigan State Police (MSP) GCSD - \$47,730.00

* Michigan State Housing Development Authority (MSHDA) - \$625,000.00 and the following amendment has been incorporated into the Contract

* Labor and Economic Opportunity (LEO) MARS - \$49,100.00 and the following amendment has been incorporated into the Contract

* Michigan Department of Agriculture and Rural Development (MDARD)- \$50,000.00

Additionally, the fifth and final available option year is executed for Agate 071B1300072. The new Contract expiration date is 9/30/2025.

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
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MSP	Matt Wiitala	517-643-4127	WiitalaM1@michigan.gov
MDARD	Brandon Colby	517-342-4487	colbyb@michigan.gov
MDARD	Heather Throne		ThroneH@michigan.gov
MDE	Drew Finkbeiner		FinkbeinerD@michigan.gov
MSHDA	Mark Whitaker		WhitakerM@michigan.gov



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

Project Title: MSHDA – Agate IGX option year	Period of Coverage: 10/1/2024-9/30/2025
Requesting Department: LEO - MSHDA	Date: 9/3/2024
Agency Project Manager: Mark Whitaker	Phone: 517-335-9812
DTMB Project Manager: Michael Weiszbrod	Phone: 517-242-1272

Brief Description of Services to be provided:

BACKGROUND:

The Michigan State Housing Development Authority (MSHDA) established in 1966, provides financial and technical assistance through public and private partnerships to create and preserve safe and decent affordable housing, engage in community economic development activities, develop vibrant cities, towns, and villages, and address homeless issues. In 2002, MSHDA and Agate Software, Inc. (Agate) implemented the MSHDA Activity Tracking Tool (MATT) to manage housing projects. MATT provides online capabilities for applications, creation of contracts, submission of program data and financial payment requests and creation of customized reports. The MATT system has been in use/development for over ten years and has reached a level of complexity that is challenging for Agate and MSHDA to manage. The MATT system is based on technology no longer supported by the Department of Technology, Management, and Budget (DTMB) and does not provide MSHDA with the desired levels of system performance and functionality.

Since 2002, there have been numerous advancements in technology and lessons learned by the MATT project team. Converting the MATT system into the most current version of IntelliGrants (IGX) is the opportunity to incorporate these valuable concepts into the system for the future.

The information in this document and measures being taken during this phase of the engagement are the steps involved in maintaining the MSHDA IGX system.

PROJECT OBJECTIVE:

Agate Software, Inc. is providing this Statement of Work (SOW) to the State of Michigan, Department of Technology Management and Budget ('DTMB' or the 'State'), for the IntelliGrants-based MSHDA IGX System, in use by the Michigan State Housing Development Authority ('MSHDA'). The scope of work for this SOW includes services associated with the System Maintenance of MSDHA IGX and MATT 2.0. This Statement of Work has been created in accordance with the terms and conditions of contract 071B1300072.

The objective of this statement of work is to outline the desired work for the fiscal year of 2025 for the Michigan State Housing Development Authority for the MSHDA IGX system to provide any service enhancements or rollover work needed, along with Annual Support and Annual Hosting. The project period will be from October 1, 2024, through September 30, 2025.

The pricing in this Statement of Work is in accordance with the Change Notice No. 39 on contract 071B1300072.

SCOPE OF WORK:

The scope of work for this engagement includes all software and services necessary to provide all line items listed below.

System Maintenance

1. MSHDA IGX

- Includes performance of maintenance tasks required to support programs currently being managed in or, that are being migrated into, the MSHDA IGX system.

System Hosting

2. Hosting Services

- Includes twelve (12) months of hosting services on dedicated servers in the Microsoft Azure Government Cloud hosting services as described in Attachment 1 of Agate SOW. The Hosting services will be invoiced monthly as years past.

Annual Support

3. Annual Support

- Live help desk support (8:00 am - 8:00 pm EST, Mon. – Fri.), our call center is housed and staffed at our Okemos, Michigan headquarters and can be contacted to discuss product related questions. The helpdesk can be reached toll free at 800-820-1890 or by email at helpdesk@agatesoftware.com.
- Access to our proprietary, online web-based issue resolution tool ProjecTrax which is available 24 hours a day, 7 days a week and 365 days a year for problem reporting and project tracking.
- Weekly system pushes for patches, and bug fixes.
- Quarterly global updates to the IntelliGrants product which affects all customers on the IntelliGrants platform. These updates are outlined in our corresponding quarterly Product Release Notes.

ACCEPTANCE CRITERIA:

Agate Software, Inc. and the MSHDA will work together to design the final process flows, forms and management reports. The design process for forms and management reports is:

- Agate provides design documents via e-copy
- Agate and MSHDA review the design documents in a status meeting
- Once the design is finalized, Agate will update design documents with data types, business rules, calculations, and error checking
- Agate configures forms, tests, and pushes data to the demo server once a week (on Fridays)
- Agate performs second round of testing on the demo server
- Agate notifies MSHDA when testing is complete on demo
- MSHDA performs user acceptance testing on demo and provides feedback to Agate
- Agate pushes data to the production server
- Agate and MSHDA discuss testing feedback in a status meeting and decide how to move forward
- Agate performs additional configuration if needed (go to seventh bullet above)
 - This bullet can be performed up to three times. Agate considers this one round of configuration/development and two rounds of configuration/development updates: (1) initial configuration; (2) additional configuration after user acceptance testing; (3) final round of configuration updates.
 - If additional rounds of configuration are needed, the change management process will be used. Usually, Agate and MSHDA will determine how to move forward by either (1) moving a task that is not yet completed to the parking lot list so the resources allotted for that task can be used to perform the additional configuration (essentially exchanging one task for the other); (2) moving the additional configuration requests to the parking lot list.
 - Items on the parking lot list are considered out of scope and may be developed for subsequent phases of the project that are beyond the scope of work for this engagement
- MSHDA approves Acceptance portion of NTP/Acceptance document via email
- Agate develops printable versions of the forms (PDFs) and the PDFs are pushed in the next weekly push
- Design and acceptance process is considered complete
- Bugs found after acceptance has been given will be fixed
 - A bug is defined as functionality not working according to the design in the NTP/Acceptance document

- If a design change is needed after acceptance the change management process will be used

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

Deliverable	Description	Cost
MSHDA System Maintenance	System Maintenance services required to support programs currently being managed in the MSHDA IGX system and any services for MATT 2.0 (5,000 hours at \$110/hour)	\$550,000.00
Annual Hosting	Twelve (12) months of hosting services as described in Attachment 1. (\$2,916.67 per month)	\$35,000.00
Annual Support	Term Date: 10/1/2024 through 9/30/2025	\$40,000.00
TOTAL	\$625,000.00	

Payment will be made on a satisfactory acceptance of each deliverable basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Name Mark Whitaker
 Department MSHDA
 Address 735 E. Michigan Avenue
 City/State/Zip Lansing, Michigan 48912
 Phone Number 517-335-9812
 Email Address whitakerm@michigan.gov

The designated DTMB Project Manager is:

Name Michael Weiszbrod
 Department DTMB
 Area Agency Services
 Address 4125 W St Joe Hwy

City/State/Zip Lansing, Michigan 48917
Phone Number 517-242-1272
Email Address weiszbrodm@michigan.gov

AGENCY RESPONSIBILITIES:

- Test and accept functionality by the project schedule deadlines
- Be available for meetings to discuss ongoing design, configuration, and development
- Sign off/accept completed functionality by the project schedule deadlines
- Designate back up staff to make decisions, when necessary, per the project charter

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Work is to be performed at Agate Software, Inc. and onsite at MSHDA as needed

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Management of Awards to Recipients (MARS)	Period of Coverage: 10/1/24 – 9/30/25
Requesting Department: LEO Employment and Training	Date: 8/14/24
Agency Project Manager: Matt Shields	Phone: 517-599-6397
DTMB Project Manager: Nancy Pulter	Phone: 517 881-1596

Brief description of services to be provided:

BACKGROUND:

Management of Awards to Recipients (MARS) was implemented in May 2009 by the Financial Services Division of the Department of Energy, Labor and Economic Growth. The system was designed to allow State of Michigan grant recipients to request cash, report expenditures and review financial data for their grants online, and eliminate the need to fax cash request and expenditure reports to the Financial Services Division. Currently, all 16 MWAs have online access to MARS for the purpose of requesting cash and reporting expenditures. State of Michigan Executive Order 2011-04 transferred all workforce programs and related administrative duties of the grants currently in the MARS system to the Michigan Strategic Fund.

PROJECT OBJECTIVE:

The MARS system is a web-based application. The MARS system requires hosting and maintenance to support the web-based application. DTMB would like to extend Agate Software Inc. for fiscal year 2025. At the current time Agate Software Inc. is the only vendor able to provide maintenance and support services for MARS. These services are described in section 1.100 of contract number 071B1300072.

The MARS system is available for use at <http://www.michigan.deleg-mars.org/default.aspx>

SCOPE OF WORK:

IN SCOPE

Tasks to be considered “in scope” for this project are detailed in section 1.100 of contract number 071B1300072.

TECHNICAL ENVIRONMENT

Technical environment for the MARS site and production database server:

Operating System:	Microsoft Windows 2003 Standard Edition Service Pack 2 or greater and MacOS 7.5 or higher running on a Power PC processor
Web Server	Windows server 2003 R2 Standard Edition or greater
Database Software:	SQL Server 05 or greater
Web Browsers	Microsoft Internet Explorer 6.0 or higher, Firefox 2 or higher, Netscape Navigator 6.0 or higher

TASKS:

Technical support is required to assist with the following tasks:

Technical support is required to assist with the following tasks from section 1.100 of contract number 071B1300072.

Contractor shall provide the following services for the complete and successful support and maintenance of the IntelliGrants software including the functionality required for the State’s business operations. This project consists of the following components:

- A. Maintenance and Support – Maintenance is defined as repairs or replacement services identify and repair software malfunctions in order to return the system to its original operating condition.
 - Maintenance also includes an agreement to provide an annual renewable software subscription (both major and minor

revisions of the application) and ongoing contractor production support, Help Desk and Technical support.

- B. Hosting Options – Contractor hosted solution to include procuring, installing and maintaining application server(s) and other required hardware/software. The solution must include production, development and test environments. The development and test hardware/operation systems environment must resemble the production environment as closely as possible. The State reserves the option to continue with the Contractor hosting solution, procure additional Contractor hosted solutions or hosting within the State’s environment for the duration of the contract.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include (for details see section 1.104 of contract number 071B1300072):

- A. The contractor shall supply annual software maintenance and support services that provide system management. The contractor must be able to explain how each aspect of the software works and be able to document needed corrections for submission to IntelliGrants for resolution.
- System Maintenance Activities – Contractor will provide Software maintenance. System Maintenance refers to regular and routine work performed by the Contractor on the IntelliGrants software. This includes any work required to correct defects in the system operation as repaired to meet contract requirements. This includes any routing file maintenance to update any information required for operation of the system such as data changes. Contraction of new edits, investigation batch job failures, investigating and correcting application defaults, repairing job run incorrectly, repairing problems due to system software failures, repairing problems due to operator or scheduler error, rectifying problems due to web page, program, object, class, scripts, control language, or database errors, repairing security problems, repairing and restoring corrupted files, table structures and database, rectifying incorrect documentation, and repairing problems due to job run with incorrect data.
- B. The Contractor shall provide Hosting.

This Contractor will provide hosting including hardware/software to support their proposed hosting solution. There must not be a disruption in operation of the IntelliGrants software. The contractor must be able to provide the equipment maintenance and support of their period of contract that includes: Software, Hardware, Server, Firewall, Anti-Viral, Infrastructure, Internet Connectivity, Telephone Lines, Encryption & Server Certificates, Domain Names, Systems & Data Backup, Systems Failover, Server Computers, Infrastructure Hardware, Power Systems as needed, The IntelliGrants software must be fully available 99.9% of the time during normal business hours, Performance Capacity Management, Security Management, Storage Management, Site Security, Disaster Recovery and Reporting.

ACCEPTANCE CRITERIA:

The following criteria will be used by the State to determine Acceptance of the Services and/or Deliverables provided under this SOW.

- System Maintenance Activities and Hosting:
 - State will review maintenance requests within a mutually agreed upon timeframe.
 - Approvals will be written and signed by the State Project Managers.
 - Unacceptable issues will be documented and submitted to the Contractor.
 - After issues are resolved or waived, the Contractor will resubmit a revised Maintenance Request for Approval of Services within 10 days.
 - The contractor will maintain the tools and connectivity installed, in compliance with DTMB standards, to properly support and monitor the application.
 - Error Corrections - Upon notice by State of a problem with the system (that can be verified), the Contractor shall use reasonable efforts to correct or provide a working solution for the problem.
 - The Contractor shall notify the State of any material errors or defects in the deliverables known, or made known to the Contractor from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect, results.
 - The Contractor shall initiate actions, as may be commercially necessary to effect corrections of any such errors or defects.
 - Contractor must coordinate implementing enhancements, new releases and other changes to IntelliGrants with State staff and Contractors.

- Reporting
 - Server Availability Reports
 - Outage Summary Report
 - Outage by Server Report
 - Performance and Capacity Reports
 - Capacity Summary Report

FINAL ACCEPTANCE

Final acceptance will be given when the Agency Project Manager has reviewed and approved the final reports.

PROJECT CONTROL AND REPORTS:

A monthly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each month progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

Payment will be a fixed price of \$24,900 for hosting and \$24,200 for maintenance\support per year. Hosting costs will be billed in full within the first quarter of the contract. Support costs will be billed monthly based upon pre-approved service requests and approved cost estimates. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Name Matt Shields
Department LEO Employment and Training
Building/Floor
Address
City/State/Zip
Phone Number 517-599-6397
Fax Number
Email Address ShieldsM1@michigan.gov

The designated DTMB Project Manager is:

Name Nancy Pulter
Department DTMB
Area Agency Services
Building/Floor West St Joe/1st floor
Address 4125 West Saint Joseph Highway
City/State/Zip Lansing, MI 48917
Phone Number 517 881 1596
Fax Number N/A
Email Address Pultern@michigan.gov

AGENCY RESPONSIBILITIES:

The DTMB Project Coordinator has responsibility for providing day-to-day project management, providing ongoing communication with the Contractor to address routine and emerging administrative issues, and reviewing and approving monthly progress reports and invoices requesting payment for services provided. The DTMB Project Coordinator and LEO Agency Services shall identify other staff as appropriate to participate in maintenance and support activities.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Work is done offsite

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This purchase order is a release from Contract Number 071B1300072. This purchase order, statement of work, and the terms and conditions of Contract Number 071B1300072 constitute the entire agreement between the State and the Contractor.



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 **53**
to
Contract Number **MA071B1300072C**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Brandon Samuel	
		517-249-0439	
		samuelb@michigan.gov	

CONTRACT SUMMARY				
Intelligrants Maintenance				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2010	September 30, 2015	5 - 12 Months	September 30, 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		
\$24,712,376.50	\$25,000.00	\$24,737,376.50		

DESCRIPTION

Effective August 5, 2024, this Contract is hereby amended for the following.

For MDNR Urban Forestry Division

MiGrants Systems – increased by \$20,000.00 for reports, training and service enhancements per the attached SOW.

For MDHHS Division of Victim Services IntelliGrants IGX Grants Management System (DVSGMS)

Increased by \$5,000K for the equivalent of 55 hours for completion of work for CN 41 per the attached SOW.

State Contract Administrator has changed to Brandon Samuel.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MSP	Leslie Wagner	517-284-3214	WagnerL2@michigan.gov
MDARD	Brandon Colby	517-342-4487	colbyb@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: MiGrants Systems Reports, Training and Service Enhancements	Period of Coverage: 8/7/24 – 9/30/24
Requesting Department: DNR	Date: June 25, 2024
Agency Project Manager: Various	Phone: Various
DTMB Project Manager: Laura Brancheau	Phone: 517-335-1334

BACKGROUND:

The State has a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the IntelliGrants™ software. The IntelliGrants™ software is an application that allows state agencies to automate and streamline the grant life cycle. The software allows potential grantees the ability to apply for grants using a web-portal. The portal provides comprehensive information about available grant programs, eligibility requirements, information on grant writing techniques, access to key statistics, and the ability for applicants to look up grant application status. Additionally, IntelliGrants™ also allows the state agencies to automate the workflow required to review, approve, and deny grant applications.

The purpose of this Contract is for ongoing maintenance, enhancements, and hosting options, for the electronic grant management application IntelliGrants™.

PROJECT OBJECTIVE:

The objective of this statement of work is to outline the additional desired work for the Urban Forestry Division Build into the MiGrants system, including Reports, Training and Service Enhancements.

WORKFLOW AND FORM DESIGN AND BUILD LEVEL DEFINITIONS

Any changes to an approved design or configuration must go through the Change Management Process.

Workflow Design and Build Levels

- Level 1 Workflow Design
 - o Design of up to ten (10) documented workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 1 Workflow Build
 - o Configuration of up to ten (10) workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 2 Workflow Design
 - o Design of Up to thirty (30) documented workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Up to two (2) custom SQL instances.
- Level 2 Workflow Build
 - o Configuration of up to thirty (30) workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Programming of up to two (2) custom SQL instances.
- Level 3 Workflow Design
 - o Design of Up to fifty (50) documented workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Up to five (5) custom SQL instances.
- Level 3 Workflow Build
 - o Configuration of up to fifty (50) workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Programming of up to five (5) custom SQL instances.

Form Design and Build Levels

- Level 1 Form Design & Build
 - o Design and configuration of up to twenty (20) data fields, up to a total of ten (10) business rules (error checks, warnings, and arithmetic calculations) and PDF version of the form. Form build does not include data-driven fields or custom SQL.
- Level 2 Form Design & Build
 - o Design and configuration of up to forty (40) data fields, fifteen (15) business rules (error checks, warnings, and arithmetic calculations) and PDF version of the form. Form build includes either data-driven fields OR custom SQL.
- Level 3 Form Design & Build
 - o Configuration of up to eighty (80) data fields, thirty (30) business rules (error checks, warnings, and algebraic calculations) and PDF version of the form. Form build includes both data-driven fields and custom SQL.

DELIVERABLES:

1. Service Enhancements and Reports

Attributes of the deliverable

Agate will provide additional enhancement services at MI DNR Urban Forestry's request during and after the initial system implementation. System Enhancements will be tracked through the Change Management Process. The following non-exhaustive list contains examples of what the Service Enhancements deliverable may be used for:

- Changes to Approved Forms
- Changes to Approved Business Rules
- Changes to Approved Security Roles
- Changes to Approved Workflows
- Tailored system training manuals
- Additional Grant Programs
- Additional Business Meetings
- Additional System Interfaces
- Additional Management Reports
- System Customizations

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. The deliverable contains a maximum of 154 Agate resource hours.

2. Webcast External User Training

Attributes of the deliverable Include the following:

- One (1) session of webcast system training for external users, up to two (2) hours.
- Training agenda covering the following topics:
 - o Basic System Requirements
 - o Registering and logging in for the first time
 - o Dashboard Functionality
 - o Creating a document
 - o Searching for existing documents
 - o Completing forms
 - o Completing and submitting requested document modifications
 - o Electronic signatures and contracts
 - o Starting grant reports (e.g., progress, financial)
- Recording of the provided training session can be made available through the IntelliGrants system.
- Post-training Survey
- Post-training Q&A Summary

Deliverable Risks/Assumptions:

- Training sessions are limited to five hundred (500) participants.

- Training is limited to [CUSTOMER]'s external users.
- The webcast training session will be demonstration-based, where the trainer will walk through the processes and functionalities within the system. Trainees will observe and learn from the trainer's demonstrations, rather than participating in hands-on activities during the session. It is recommended that trainees take notes and ask questions to ensure understanding and maximize the learning experience.

Sign-off and invoicing of the deliverable is contingent upon completion of the training.

3. Webcast Administrative User Training

Attributes of the deliverable Include the following:

- One (1) session of webcast system training for administrative users, up to two (2) hours.
- Training agenda covering the following topics:
 - o Basic System Requirements
 - o Registering and logging in for the first time
 - o Dashboard Functionality
 - o Approving registration requests
 - o Managing users and organizations
 - o Setting up program eligibility, staff assignments, and key dates
 - o Task Management
 - o Review and scoring documents
 - o Amendment review
 - o Electronic signatures and contracts
 - o Starting grant report (e.g., Monitoring Reports)
- Recording of the provided training session can be made available through the IntelliGrants system.
- Post-training Survey
- Post-training Q&A Summary

Deliverable Risks/Assumptions:

- Training sessions are limited to five hundred (500) participants.
- Training is limited to [CUSTOMER] staff.
- The webcast training session will be demonstration-based, where the trainer will walk through the processes and functionalities within the system. Trainees will observe and learn from the trainer's demonstrations, rather than participating in hands-on activities during the session. It is recommended that trainees take notes and ask questions to ensure understanding and maximize the learning experience.

Sign-off and invoicing of the deliverable is contingent upon completion of the training.

ACCEPTANCE CRITERIA: Deliverables will not be considered complete until the Agency Project Manager has formally accepted them in writing.

SPECIFIC DEPARTMENT STANDARDS: Agency standards, if any, in addition to DTMB standards.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also, state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

PAYMENT SCHEDULE: DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued Delivery Order. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by the payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees.

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

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

PROJECT CONTACTS:

- Jeff Claeys, Account Manager
Agate Software, Inc.
jclaeys@agatesoftware.com
(517) 336-2540
- Jake Tropf, Project Manager
Agate Software, Inc.
jtropf@agatesoftware.com

(517) 336-2557

- Kevin Sayers, Project Manager
 DNR Urban Forestry
sayersk@michigan.gov
 (517) 582-3209

- Kerry Gray, Project Manager
 DNR Urban Forestry
Grayk12@michigan.gov
 734-691-1806

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Work is to be performed at Agate Software, Inc., 2214 University Park Drive Suite 102, Okemos, MI, and State of Michigan facilities in Lansing, Michigan. Requests for alternative work locations must be made to the DTMB and Agency Project Manager.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

PRICING INFORMATION

	IntelliGrants Initial Configuration	Unit Cost	Deliverable Cost
154	Service Enhancements & Reporting	\$110.00	\$16,940.00
1	Webcast External User Training	\$1,300.00	\$1,300.00
1	Webcast Administrative Training	\$1,760.00	\$1,760.00
Total			\$20,000.00

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: MDHHS's Division of Victim Services IntelliGrants IGX Grants Management System (DVSGMS)	Period of Coverage: 08/05/24-09/30/24
Requesting Department: DTMB AS MDHHS Admin & Dept Solutions	Date: 07/25/2024
Agency Project Manager: Nicholas Sekmistrz	Phone: 517-230-3549
DTMB Project Manager: Duane Kerkstra	Phone: 248-660-0132

Brief description of services to be provided:
 Amend Change Notice (CN) #41 to reflect:
 1. Increase funding to support completion of work

BACKGROUND:

This Amendment is entered into between The State of Michigan, Department of Technology, Management and Budget (the "State" or "DTMB") and AGATE SOFTWARE INC, ("Contractor") relating to a certain Contract # 071B1300072, for Maintenance, Support and Enhancements to MDHHS Intelligrants IGX (DVSGMS).

This Amendment is effective 08/01/2024. Capitalized terms, if not otherwise defined in this Amendment, shall have the same meaning as set forth in Contract # 071B1300072, dated October 1, 2010 and subsequent Contract Change Notices ("CCN").

WHEREAS the parties agree to amend CN#41 to complete identified Service Enhancements. All other Contract Terms and Conditions remain in effect.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

PROJECT OBJECTIVE:

Amend the CN#41 to add \$5,000.00 in funding for the the equivalent of 55 hours.

SCOPE OF WORK:

The Contractor must complete services as described within CN#30, and extended with CN#41, specifically for the Project Scope item for 17. Service Enhancements:

- Service Enhancements support ongoing Maintenance and Operations of implemented DVSGMS functionality and are classified by the State for ongoing activities triggered by changes in federal and state regulations, evolving business needs, improving business processes for alignment with strategic objectives.

- Service Enhancements are at the direction of the DTMB Project Manager in collaboration with and in support of the Agency Project Manager following MDHHS IT Executive Governance. Enhancements may include support of implemented IntelliGrants Initial Configuration items.
- Service Enhancements services are supplemental to and in addition of the Support and Hosting services as outlined within the Contract. Support and Hosting services must continue as described with MDHHS DVSGMS Annual fees recognized in CN#36.

PAYMENT SCHEDULE:

Invoiced on a time and materials basis on the 1st of each month as work is completed, as outlined in CN # 30 and amended with CN #41 with the hourly rate not to exceed \$90.00.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Nicholas Sekmistrz, MDHHS Agency Owner
DHHS – VOCA
SekmistrzN2@michigan.gov
517-230-3549

The designated DTMB Project Manager is:

Duane Kerkstra, DTMB AS MDHHS Business Relationship Manager
DTMB – AS, MDHHS ADS
kerkstrad@michigan.gov
248-660-0132



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 **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2024
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		
\$24,643,126.50	\$69,250.00	\$24,712,376.50		

DESCRIPTION

Effective March 26, 2024 , this Contract is hereby increased by \$69,250.00 and the following amendments have been incorporated into the Contract to:

- Add a NexSys Budget Custom Module for MDE. Total cost is \$50,000.00
- Swap Farm Innovation application with Wastewater Infrastructure applications and add Minority Grant Program application to the application list for MDARD. Total cost is \$19,250.00.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MSP	Leslie Wagner	517-284-3214	WagnerL2@michigan.gov
MDARD	Brandon Colby	517-342-4487	colbyb@michigan.gov



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

NexSys Budget Custom Module

Project Title: NexSys Budget Custom Module	Date: February 1, 2024
Requesting Department: Department of Education	
Agency Program Manager: Drew Finkbeiner	Phone: 517-284-6984
DTMB Program Manager: Sean Strom	Phone: 517.512.3110

BACKGROUND:

The budget functionality for MDE's NexSys site has run into several issues throughout its use in grant applications for the Michigan Department of Education. Currently, the budgets function as a combination of forms and custom modules within the system that grant the users ability to budget for individual line items while providing a summary and detailed report of these items. This combination functionality will be moved in its entirety to being a full custom module. In theory, this module will function very similarly to what was used in MEGS+ previously with MDE.

A front end will be developed to access budgets in a similar way to MEGS+. This will include the ability to add custom fields on different budgets. The new development will be optimized to remedy speed issues that were present using core pages for budgets. A back-end interface will be created for developing each new budget. This will save time in the long run by reducing the time needed for each new application we apply the custom budgets to.

Total request \$50,000.00 fixed cost

PROJECT OBJECTIVE:

This project consists of creating a full custom module for the NexSys Budget, a separate module for the Approvals page and subsequent required updates to Accounting modules.

SCOPE OF WORK:

- The Budget Custom Module will be one "page" that will encompass all the current budget functionality.
 - From this one place, the Budget Summary, Budget Detail, Budget Items, Capital Outlay, and Flagged Budget Items can be viewed.
 - Instructions should be included for each page in a large, easy to read font.
 - The Grant Member budgets will function similarly within this same module.
 - All previous year application budget detail will pull through accordingly.
 - The Approvals page will be modified and will be a separate module from the overall budget custom module.

- Multiple funding sources will be separated out, but each funding source will have its own “page”, similar to how the budgets for separate funding sources appear currently.
- The module itself is driven by the top section of the page seen in the screenshots below.
 - The top section will include the following:
 - Funding source detail that is present today in all pages of the budgets.
 - Blue selection buttons that take you to separate parts of the budget:
 - Budget Summary
 - Budget Detail
 - Budget Items
 - Flagged Budget Items
 - A button for taking you back to the full application (Return to Document button in screenshots)
 - A Budget page option should also be contained within the sliding menu to allow users to easily navigate back to the application.
 - Budget Summary
 - This will be one module so will appear as one page within the application itself, with the exception being multiple funding sources as stated above.
 - Upon opening the module, it will default to the Budget Summary page.
 - If a Budget Summary is needed for every grant member separately, a dropdown for grant member selection can be included (present in screenshots below and would be the same dropdown as is currently present in Budget Detail).
 - Once a grant member is selected in the dropdown, that grant member’s name will appear in large font at the top of each of the individual pages. For example, if Holt Public Schools is selected in the Grant Member dropdown, Holt Public Schools – 33070 will appear in large font at the top of the section of the page with the table.
 - A box for the addition/calculation of indirect costs will be included to display the current indirect rate and calculate the amount entered in the box by the Fiscal Agent against their Budget Total minus Capital Outlay.
 - Below is a visual representation of the Budget Summary:

Funding Source

[Return to Document](#)

Title I, Part A Basic Grants to LEAs

Agreement Number	Program Number	Project Number	CFDA Number	Starting Date	Ending Date	Fiscal Year
08050	241530	2324	84.010A	07/01/2023	09/30/2024	2024

[Budget Summary](#) [Budget Detail](#) [Budget Items](#) [Flagged Budget Items](#)

Budget Summary

Instruction Codes	Salaries 1000	Benefits 2000	Purchased Services 3000- 4000	Supplies & Materials 5000	Capital Outlay 6000	Other Expenses 7000- 8000	Total
120 - Added Needs	\$113,663	\$64,537	\$0	\$0	\$0	\$0	\$178,200
210 - Support Services - Pupil	\$0	\$0	\$21,000	\$0	\$0	\$0	\$21,000
260 - Operation and Maintenance of Plant	\$0	\$0	\$0	\$1,000	\$0	\$0	\$1,000
SUBTOTAL	\$113,663	\$64,537	\$21,000	\$1,000	\$0	\$0	\$200,200
TOTAL	\$113,663	\$64,537	\$21,000	\$1,000	\$0	\$0	\$200,200
Total Allocation Amount							\$300,000
Carryover							\$50,000
Total Availability							\$350,000
Availability Balance							\$149,800

- Budget Detail
 - Budget Detail will function similar to how it works currently (it is already a custom module).
 - Instead of selecting Budget Detail in the menu sidebar, the Budget Detail blue button shown below in the screenshots would be selected.
 - The funding source detail will be present in Budget Detail (not visible with the current budget set up).
 - Budget Detail dropdowns should function the same as today with the same dropdowns, except the funding source dropdown. Each Budget Detail will now be Funding Source specific.
 - One standard filter dropdown will exist in the Budget Detail, the Grant Member filter.
 - There should be the option for 3 custom dropdowns that would line up with the dropdowns in the Add Budget Item if present.
 - An Export button should be available to export the budget detail.

- All budget detail reports should include the function code narrative description along with the function code number.
 - Users should have the ability to view previously submitted budget details.
 - Below is a visual representation of Budget Detail:

Return to Document

Title I, Part A Basic Grants to LEAs

Agreement Number 08050	Program Number 241530	Project Number 2324	CFDA Number 84.010A	Starting Date 07/01/2023	Ending Date 09/30/2024	Fiscal Year 2024
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Budget Summary
Budget Detail
Budget Items
Flagged Budget Items

Budget Detail

Funding Source

Custom Filter

Grant Member

Clear
Search

Function Codes	Description	Entity	FTE/Hours	Salaries 1000	Benefits 2000	Purchased Services 3000, 4000	Supplies & Materials 5000	Capital Outlay 6000	Other Expenses 7000, 8000	Total
120 - Added Needs										
123	Test Description 1	Holt Public Schools - 33070	1.0 / 0	\$0.00	\$64,537	\$0.00	\$0.00	\$0.00	\$0.00	\$64,537
123	Test Description 2	Holt Public Schools - 33070	0 / 2.0	\$113,663	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$113,663
120	Subtotal			\$113,663	\$64,537	\$0.00	\$0.00	\$0.00	\$0.00	\$178,200
210 - Support Services - Pupil										
212	Test Description 3	Holt Public Schools - 33070	0 / 0	\$0.00	\$0.00	\$21,000	\$0.00	\$0.00	\$0.00	\$21,000
210	Subtotal			\$0.00	\$0.00	\$21,000	\$0.00	\$0.00	\$0.00	\$21,000
260 - Operation and Maintenance of Plant										
263	Test Description 4	Holt Public Schools - 33070	0 / 0	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000
260	Subtotal			\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000
	Grand Total			\$113,663	\$64,537	\$21,000	\$1,000.00	\$0.00	\$0.00	\$200,200

- **Budget Items**
 - This is the largest change with this new module.
 - Instead of a page with Add and Delete functionality within the application, this will be as shown below as part of the module.
 - Clicking Save on the page to add budget items will not be necessary.
 - There will be a central place to view all budget items with a table that indicates to which object code money is being allocated for each budget item.
 - A dropdown filter will be included to filter by Function Code.
 - Within this table, errors will be viewable for the documentation completed for that specific item.
 - A dropdown filter will be included to filter by "Has Error?". This will allow entities to see budget items specifically that have errors without seeing any others.
 - Clicking the pencil icon will allow the budget item to be edited.
 - Adding a budget item will be done by clicking the blue "+" button seen below.
 - Doing so opens the Add Budget Item modal, which is represented in the screenshot below.
 - Custom dropdowns should be accommodated within the Add Budget Item modal, this is represented as the "Custom Dropdown" in the screenshot below.
 - Should allow for a "Save and Add Another" and a separate "Save and Close" button.
 - Capital Outlay will be included within the Budget Items section of the custom module, if applicable
 - This will be a solely separate table below the Budget Items table.
 - A "+" button will be included for adding items to Capital Outlay.
 - Below is a visual representation of Budget Items:

Funding Source
Return to Document

Title I, Part A Basic Grants to LEAs

Agreement Number 98050	Program Number 241530	Project Number 2324	CFDA Number 84.010A	Starting Date 07/01/2023	Ending Date 09/30/2024	Fiscal Year 2024
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Budget Summary Budget Detail Budget Items Flagged Budget Items

Budget Items

Grant Member:

Clear Search

Delete	Edit	Function Code	Description	Entity	Salaries 1000	Benefits 2000	Purchased Services 3000, 4000	Supplies & Materials 5000	Capital Outlay 7000, 8000	Other Expenses 9000, 8000	Total
<input type="checkbox"/>	<input checked="" type="checkbox"/>	123	Test Description 1	Hor Public Schools - 33070	\$0.00	\$48,522	\$0.00	\$0.00	\$0.00	\$0.00	\$48,522
<input type="checkbox"/>	<input checked="" type="checkbox"/>	123	Test Description 2	Hor Public Schools - 33070	\$113,663	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$113,663
<input type="checkbox"/>	<input checked="" type="checkbox"/>	212	Test Description 4	Hor Public Schools - 33070	\$0.00	\$0.00	\$21,000	\$0.00	\$0.00	\$0.00	\$21,000
<input type="checkbox"/>	<input checked="" type="checkbox"/>	203	Test Description 4	Hor Public Schools - 33070	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000

- o Below is a visual representation of Add Budget Item:

ge
Acco

Function Code
226: Supervision and Direction of Instructional Staff

Description

Custom Dropdown
Michigan

Salaries \$ Benefits \$ Purchased Services \$ Supplies and Materials \$ Capital Outlay \$ Other \$

FTE Hours

Save

Attention
There is an error

- **Flagged Budget Items**
 - o Flagged Budget Items functionality is included in the module.
 - o Permissions for editing the Flagged Budget Items page during statuses other than Review in Progress can be granted. MDE assigned reviewers should be able to change and save flags in the following statuses: Review in Progress, Modifications in Progress and Amendment in Progress.
 - o Filters should exist for the Flag type.
 - o As seen below, this will include a table with dropdowns and editable fields like is already included in the Flagged Budget Items page.
 - o Below is a visual representation of Flagged Budget Items:

Funding Source
Return to Document

Title I, Part A Basic Grants to LEAs

Agreement Number	Program Number	Project Number	CFDA Number	Starting Date	Ending Date	Fiscal Year
08050	241530	2324	84.010A	07/01/2023	09/30/2024	2024

Budget Summary Budget Detail Budget Items Flagged Budget Items

Flagged Budget Items

Flag	Comment	Function Code	Description	Salaries 1000	Benefits 2000	Purchased Services 3000, 4000	Supplies & Materials 5000	Capital Outlay 6000	Other Expenses 7000, 8000	Total
		123	Test Description 1	\$0.00	\$64,537	\$0.00	\$0.00	\$0.00	\$0.00	\$64,537
		123	Test Description 2	\$113,663	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$113,663
		312	Test Description 3	\$0.00	\$0.00	\$21,000	\$0.00	\$0.00	\$0.00	\$21,000
		353	Test Description 4	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00
Total										\$200,200.00
Approved Total										\$0.00
Modifications Required Total										\$0.00
Unallowable Total										\$0.00

- **Approvals**
 - The Approvals page will live in a separate module.
 - It will work very closely with the new custom budget module for data, and it will include all funding sources within one page for approval.
 - It will function very similarly to how it functions today with one exception:
 - Instead of utilizing the Approved checkbox and saving the page, 2 separate buttons at the right of each funding source will be included.
 - One button will be for recommending an amount for approval, in the event recommendations are done by someone that is not permitted to approve applications.
 - The other button will be for approving funds, for individuals who are approving funds and applications.
 - The Approve button can be restricted so only individuals with permission to approve funds and applications see this button.
 - The application status will be changed to Grant Funds Available or State Funds Available once at least one funding source is approved.
 - Approvals page should allow for making a \$0 approval.
 - Should include the ability to approve additional funding sources when they exist if the application is already in Grant Funds Available or State Funds Available and/or the ability to increase a current approved funding source if already approved.
 - Agate and NexSys Application and Accounting Teams will need to discuss the “Do Not Make GFA checkbox” functionality and if it is required.
 - Developer assures that multiple funding sources on the Approvals Page does not slow down processing time.
 - Below is a visual representation of Approvals:

Approvals

Do Not Make Grant Funds Available	Grant Program	Grant / Project	Start/End Dates	Allocation Approved	Budget Amount	Current Approved Amount	Allocation Balance	Recommended Approved Amount	Recommended By	Recommend/Approve
<input type="checkbox"/>	Title I Part A	241530	<input type="text" value="MM/DD/YYYY"/>	\$300,000	\$200,200	\$300,000	\$98,800	\$ <input type="text"/>	Evan Linacre	Recommend Funds Approve Funds
<input type="checkbox"/>	Title II Part A	240520	<input type="text" value="MM/DD/YYYY"/>	\$0	\$0	\$0	\$0	\$ <input type="text"/>		Recommend Funds Approve Funds

- The NexSys Accounting Module shall work in accordance with new Budget modules including but not limited to:
 - Approvals page appropriately writes to the NexSys Accounting Module.

- Budget details will be appropriately pulled into NexSys FERs including any Grant/Consortium (Building/Consortium/Site) budget information.
- Accounting reports will be unaffected.
- FIFO will be unaffected.

DELIVERABLES:

- Create a full custom module for the NexSys Budget.
- The new Budget Custom Module will be able to be used by Document Designer.
- Ensure the NexSys Accounting Module works as defined in Scope of Work items above.
- The Custom Budget Module will be implemented as applications are rolled over or new applications are created.
- The Approvals page will live in a separate module.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Program Managers throughout the life of this project. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. This is a fixed cost project which cannot exceed \$50,000.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project. This is a fixed cost project which cannot exceed \$50,000.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

Payment will be made each month as part of the existing invoicing process. DTMB will pay Agate upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Program Managers prior to payment. The invoices shall describe and document to the State’s satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, a detailed breakdown of each type of expense will be included. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoice.

Total request: \$50,000.00 fixed price

Overall development time needed: 500 hours

- Back End Development: 150 hours
- Front End Development: 250 hours
- MDE Requested Enhancements: 50 hours
- Testing and Troubleshooting: 50 hours

Budget Estimate:

- Total Time: 500 hours
- Cost per hour: \$100
- Total Cost: \$50,000

Task	Due Date	Cost
Begin Development	06/01/2024	
Agate Development Done	08/12/2024	
Agate First Round Testing Done	08/16/2024	
Agate Break-fix Development Done	08/23/2024	
Agate Final Round Testing Done	08/28/2024	
Agate Delivers Final Product to MDE	09/03/2024	
TOTAL COSTS		\$50,000.00 fixed price

EXPENSES:

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

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Nicholas Keinath
 Agate Software
 2214 University Park Dr. Suite 102
 Okemos, MI 48864
 (517) 336-2537
 nkeinath@agatesoftware.com

The designated Agency Program Manager is:

Drew Finkbeiner
 Michigan Department of Education
 608 W. Allegan Street
 Lansing, Michigan 48933
 (517) 284-6984
 finkbeinerd@michigan.gov

The designated DTMB Program Manager is:

Sean Strom
 SOM DTMB
 Agency Services
 John A. Hannah Building 1st floor
 608 W Allegan St.
 Lansing MI 48820
 517-512-3110
 StromS@michigan.gov

AGENCY RESPONSIBILITIES:

1. Approval of scheduling, content, and design of methodology.
2. Timely review of development/testing.
3. Prompt response to Contractor requests for advice and direction when technical and logistical problems arise.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work at 2214 University Park Dr. Suite 102, Okemos, MI 48864.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing. No overtime charges will be permitted. This is a fixed price project which cannot exceed \$50,000.

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Grants Management System	Period of Coverage:
Requesting Department: MDARD	Date: 03/04/2024
MDARD Project Manager: Heather Throne	Phone: 517-712-0841
DTMB Project Manager: Jill Cullen	Phone: 248-212-8274

Brief description of services to be provided:

BACKGROUND:

This Statement of Work (SOW) is part of a Change Notice to Contract No. 071B1300072 (Contract) between the State of Michigan (State or SOM) and Agate (“Contractor” or “Vendor”) under the terms of the Implementation Services Agreement (Contract # 071B1300072) (“Agreement” or “Contract”). The Parties agree as follows:

The Michigan Department of Agriculture and Rural Development is a state agency comprised of seven divisions. The grant programs for the Agriculture Development Division (AgD), the economic development arm of the department, include Value Added & Regional Food Systems, Rural Development Fund, Specialty Crop Block, Food & Ag Investment, One-time and Farm Innovation. AgD currently manages 192 active multiyear grant agreements with a value of over \$23 million. In, 2021, the AgD Grants Team processed 140 grant financial reimbursements, 332 competitive grant applications, and established more than 50 grant agreements.

PROJECT OBJECTIVE:

The project objective is to develop a new grants system to help in managing MDARD grant programs from Request for Proposal to closing out a grant award. The system will help manage applicant, grant and grantee information. The system will help with data management, financial review assistance, and active grant monitoring. The system will support the development of an electronic grant application submission, competitive application review process, and management of awarded grant projects.

SCOPE OF WORK:

High level – Swap Farm Innovation application with Wastewater Infrastructure applications. Add Minority Grant Program application to the application list.

1. Configuration: Minority Grant Application Process

Attributes of the deliverable

- Design and configuration of **one (1) level 3** workflow for the application process including electronic signature capability.
- Design and configuration of the application document templates for the Minority grant program including the following:
 - o Automatic user assignment properties
 - o Document creation agreement language.
 - o Document identification number format.
 - o Program description.
 - o Document form template configuration including the following:
 - Up to **2 (2) level 1** form design and build
 - Up to **two (2) level 2** form design and build
 - Up to **1 (1) level 3** form design and build

STATEMENT OF WORK - IT CHANGE NOTICE

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MDARD of the application templates configuration listed within this deliverable in the Agate Shared Development environment.

2. Configuration: Application Review Process

Attributes of the deliverable

- Design and configuration of the application review components within the existing application document template(s) including the following:
 - o Reviewer Conflict of Interest language
 - o Configuration of the review questions, answers and scores using the IntelliGrants review functionality
 - o Document form template configuration including the following:
 - Up to **5 (5) level 1** form design and build
- Sign-off and invoicing of the deliverable is contingent upon the following:
- Validation of UAT by MDARD of the application review configuration listed within this deliverable in the Agate Shared Development environment.

3. Configuration: Agreement Process

Attributes of the deliverable

- Design and configuration of the agreement components within the existing application document template(s) including the following:
 - o Electronic signature capability
 - o Document form template configuration including the following:
 - Up to **2 (2) level 1** form design and build
 - Design of one (1) pdf agreement
 - Sign-off and invoicing of the deliverable is contingent upon the following:
- Validation of UAT by MDARD of the agreement configuration listed within this deliverable in the Agate Shared Development environment.

4. Configuration: Performance Report Process

Attributes of the deliverable

- Design and configuration of **one (1) level 1** workflow for the performance report process.
- Design and configuration of the performance report document template including the following:
 - o Electronic signature capability
 - o Automatic user assignment properties
 - o Document creation agreement language.
 - o Document identification number format.
 - o Document form template configuration including the following:

STATEMENT OF WORK - IT CHANGE NOTICE

- Up to **two (2) level 2** form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MDARD of the performance report template configuration listed within this deliverable in the Agate Shared Development environment.

5. Configuration: Expenditure Report Process

Attributes of the deliverable

- Design and configuration of **one (1) level 2** workflow for the expenditure report process.
- Design and configuration of the expenditure report document template including the following:
 - Electronic signature capability
 - Automatic user assignment properties
 - Document creation agreement language.
 - Document identification number format.
 - Document form template configuration including the following:
 - Up to **one (1) level 3** form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MDARD of the expenditure report template configuration listed within this deliverable in the Agate Shared Development environment.

7. Configuration: Amendment Process

Attributes of the deliverable

- Design and configuration of the amendment components within the existing application document template(s) including the following:
 - Electronic signature capability
 - Document form template configuration including the following:
 - Up to **one (1) level 1** form design and build
 - Up to **one (1) level 2** form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MDARD of the amendment configuration listed within this deliverable in the Agate Shared Development environment.

8. Configuration: Closeout Process

Attributes of the deliverable

- Design and configuration of the closeout components within the existing application document template(s) including the following:
 - Document form template configuration including the following:

STATEMENT OF WORK - IT CHANGE NOTICE

- Up to **one (1) level 1** form design and build
- Up to **one (1) level 2** form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MDARD of the closeout configuration listed within this deliverable in the Agate Shared Development environment.

STATEMENT OF WORK - IT CHANGE NOTICE

OUT OF SCOPE:

Any requirement or work requested that is not contained in this statement of work or associated contract will be considered out of scope for this engagement. Pricing for out-of-scope work requests is available upon request.

TASKS:

- No changes to the contract as it relates to the tasks.

DELIVERABLES:

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

- Business Continuity Plan
- Disaster Recovery Plan
- Software Configuration Plan
- SEM-0401 Requirements Traceability Matrix - ProjectTrax
- SEM-0402 Requirements Specifications - ProjectTrax
- SEM-0501 Functional Design Document
- SEM-0603 Detailed Test Plan
- SEM-0604 System Design Document

ACCEPTANCE CRITERIA:

DTMB and MDARD Project Managers will approve all completed deliverables.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the MDARD and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Issues/Risks:** Indicate the open issues and/or risks during the past two weeks for the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

Payment will be made on a satisfactory acceptance of each Milestone basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order. DTMB Accounts Payable area will coordinate obtaining MDARD and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the MDARD and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) calendar days after submitted invoices.

STATEMENT OF WORK - IT CHANGE NOTICE

EXPENSES:

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

PROJECT CONTACTS:

The designated MDARD Project Manager: Heather Throne Conn Hall 525 W. Allegan St. Lansing, MI 48933 517-712-0841 throneh@michigan.gov	The designated DTMB EPMO Project Manager: Jill Cullen Conn Hall 525 W. Allegan St. Lansing, MI 48933 248-212-8274 cullenj@michigan.gov	The designated DTMB Technical Owner: Londa Wilkes Conn Hall 525 W. Allegan St. Lansing, MI 48933 517-749-6249 wilkes1@michigan.gov	The designated Agate Project Manager: Jake Tropf 2214 University Park Dr. Okemos, MI 48864 517-336-2557 jtropf@agatesoftware.com
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LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at a combination of State of Michigan offices, primarily Constitution Hall in Lansing, MI, Agate offices in Okemos, MI and Agate remote office locations.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This purchase order is a release from Contract Number 071B1300072. This purchase order, statement of work, and the terms and conditions of Contract Number 071B1300072 constitute the entire agreement between the State and the Contractor.

PROJECT PLAN and PAYMENT SCHEDULE:

Minority Grant

Deliverable	Hourly Rate	Hours	Cost
Application	\$110.00	50	\$5,500.00
JEC (Review)	\$110.00	25	\$2,750.00
Amendment	\$110.00	25	\$2,750.00
Grant Agreement	\$110.00	25	\$2,750.00
Expense Report	\$110.00	25	\$2,750.00
Performance			
Report	\$110.00	15	\$1,650.00
Closeout	\$110.00	10	<u>\$1,100.00</u>
		175	\$19,250.00

STATEMENT OF WORK - IT CHANGE NOTICE

MDARD Minority Project Plan						
ID	Task Name	Duration	Start	Finish	Resource Names	30, '22 M T W
1	Application Process	33 days	Mon 4/8/24	Wed 5/22/24	MDARD Staff,Agate Staff	
2	Forms Build	10 days	Mon 4/8/24	Fri 4/19/24	Agate Staff	
3	Agate System Testing	4 days	Mon 4/22/24	Thu 4/25/24	Agate Staff	
4	MDARD Review/Testing	10 days	Fri 4/26/24	Thu 5/9/24	MDARD Staff	
5	Design Notifications, Account Module, Other	4 days	Fri 5/10/24	Wed 5/15/24	Agate Staff	
6	Updates/Corrections	4 days	Thu 5/16/24	Tue 5/21/24	Agate Staff	
7	MDARD Approval	1 day	Wed 5/22/24	Wed 5/22/24	MDARD Staff	
8	Application Review Process	32 days	Thu 5/23/24	Fri 7/5/24	MDARD Staff,Agate Staff	
9	Forms Build	8 days	Thu 5/23/24	Mon 6/3/24	Agate Staff	
10	Agate System Testing	5 days	Tue 6/4/24	Mon 6/10/24	Agate Staff	
11	MDARD Review/Testing	10 days	Tue 6/11/24	Mon 6/24/24	MDARD Staff	
12	Design Notifications, Account Module, Other	4 days	Tue 6/25/24	Fri 6/28/24	Agate Staff	
13	Updates/Corrections	4 days	Mon 7/1/24	Thu 7/4/24	Agate Staff	
14	MDARD Approval	1 day	Fri 7/5/24	Fri 7/5/24	MDARD Staff	
15	Agreement/Closeout Process	31 days	Mon 7/8/24	Mon 8/19/24	MDARD Staff,Agate Staff	
16	Forms Build	12 days	Mon 7/8/24	Tue 7/23/24	Agate Staff	
17	Agate System Testing	5 days	Wed 7/24/24	Tue 7/30/24	Agate Staff	
18	MDARD Review/Testing	10 days	Wed 7/31/24	Tue 8/13/24	MDARD Staff	
19	Updates/Corrections	3 days	Wed 8/14/24	Fri 8/16/24	Agate Staff	
20	MDARD Approval	1 day	Mon 8/19/24	Mon 8/19/24	MDARD Staff	
21	Expenditure Process	31 days	Tue 8/20/24	Tue 10/1/24	MDARD Staff,Agate Staff	

ID	Task Name	Duration	Start	Finish	Resource Names	30, '22 M T W
22	Forms Build	12 days	Tue 8/20/24	Wed 9/4/24	Agate Staff	
23	Agate System Testing	5 days	Thu 9/5/24	Wed 9/11/24	MDARD Staff,Agate Staff	
24	MDARD Review/Testing	10 days	Thu 9/12/24	Wed 9/25/24	MDARD Staff	
25	Updates/Corrections	3 days	Thu 9/26/24	Mon 9/30/24	Agate Staff	
26	MDARD Approval	1 day	Tue 10/1/24	Tue 10/1/24	MDARD Staff	
27	Amendment Process	39 days	Tue 11/1/22	Fri 12/23/22	MDARD Staff,Agate Staff	
28	Forms Build	15 days	Tue 11/1/22	Mon 11/21/22	Agate Staff	
29	Agate System Testing	5 days	Tue 11/22/22	Mon 11/28/22	Agate Staff	
30	MDARD Review/Testing	10 days	Tue 11/29/22	Mon 12/12/22	MDARD Staff	
31	Updates/Corrections	8 days	Tue 12/13/22	Thu 12/22/22	Agate Staff	
32	MDARD Approval	1 day	Fri 12/23/22	Fri 12/23/22	MDARD Staff	
33	Performance Report Process	29 days	Tue 10/1/24	Fri 11/8/24	MDARD Staff,Agate Staff	
34	Forms Build	10 days	Tue 10/1/24	Mon 10/14/24	Agate Staff	
35	Agate System Testing	5 days	Tue 10/15/24	Mon 10/21/24	Agate Staff	
36	MDARD Review/Testing	10 days	Tue 10/22/24	Mon 11/4/24	MDARD Staff	
37	Updates/Corrections	3 days	Tue 11/5/24	Thu 11/7/24	Agate Staff	
38	MDARD Approval	1 day	Fri 11/8/24	Fri 11/8/24	MDARD Staff	

WARRANTY:

Refer to Terms & Condition to contact 071B1300072.

DATA MIGRATION WARRANTY CONDITIONS:

N/A.

ASSUMPTIONS

1. DTMB technical staff will be responsible for coordinating the extracts from the MDARD data warehouse.

STATEMENT OF WORK - IT CHANGE NOTICE

2. MDARD Product Owner, Project Manager, and Subject Matter Experts (SMEs) will be required to assist with the following project activities:
 - Provide subject matter expertise as needed.
 - Review and approve deliverables and SUITE documentation.
3. Security Roles will stay the same.
4. Workflows will stay the same as Rural Development and Value Add.
5. Application, JEC Review, Amendment, Grant Agreement, Expense Reports, Performance Reports will all follow the designs of Rural Development and Value Add programs.
6. Farm Innovation application with Wastewater Infrastructure applications will be an even swap out.



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 **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2024
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		
\$24,615,638.50	\$27,488.00	\$24,643,126.50		

DESCRIPTION

Effective 3/12/2024, this Contract is hereby increased by \$27,488.00 and the following amendment is incorporated into the Contract for the addition of RFSI-Equipment Only Grant Template & RFSI - Infrastructure Grant Template applications for MDARD.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MSP	Leslie Wagner	517-284-3214	WagnerL2@michigan.gov
MDARD	Brandon Colby	517-342-4487	colbyb@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Grants Management System	Period of Coverage:
Requesting Department: MDARD	Date: 02/23/2024
MDARD Project Manager: Heather Throne	Phone: 517-712-0841
DTMB Project Manager: Jill Cullen	Phone: 248-212-8274

Brief description of services to be provided:

BACKGROUND:

This Statement of Work (SOW) is part of a Change Notice to Contract No. 071B1300072 (Contract) between the State of Michigan (State or SOM) and Agate (“Contractor” or “Vendor”) under the terms of the Implementation Services Agreement (Contract # 071B1300072) (“Agreement” or “Contract”). The Parties agree as follows:

The Michigan Department of Agriculture and Rural Development is a state agency comprised of seven divisions. The grant programs for the Agriculture Development Division (AgD), the economic development arm of the department, include Value Added & Regional Food Systems, Rural Development Fund, Specialty Crop Block, Food & Ag Investment, One-time and Farm Innovation. AgD currently manages 192 active multiyear grant agreements with a value of over \$23 million. In, 2021, the AgD Grants Team processed 140 grant financial reimbursements, 332 competitive grant applications, and established more than 50 grant agreements.

PROJECT OBJECTIVE:

The project objective is to develop a new grants system to help in managing MDARD grant programs from Request for Proposal to closing out a grant award. The system will help manage applicant, grant and grantee information. The system will help with data management, financial review assistance, and active grant monitoring. The system will support the development of an electronic grant application submission, competitive application review process, and management of awarded grant projects.

SCOPE OF WORK:

High level – Add RFSI-Equipment Only Grant Template & RFSI _ Infrastructure Grant Template applications to the MiAgGrants application listing.

1. Configuration: Application Process

Attributes of the deliverable

- Design and configuration of **one (1) level 3** workflow for the application process including electronic signature capability.
- Design and configuration of the application document templates for the RFSI grant program including the following:
 - o Automatic user assignment properties
 - o Document creation agreement language.
 - o Document identification number format.
 - o Program description.
 - o Document form template configuration including the following:

STATEMENT OF WORK - IT CHANGE NOTICE

- Up to **eight (8) level 1** form design and build
- Up to **two (2) level 2** form design and build
- Up to **1 (1) level 3** form design and build
- Sign-off and invoicing of the deliverable is contingent upon the following:
 - Validation of UAT by MDARD of the application templates configuration listed within this deliverable in the Agate Shared Development environment.

2. Configuration: Application Review Process

Attributes of the deliverable

- Design and configuration of the application review components within the existing application document template(s) including the following:
 - Reviewer Conflict of Interest language
 - Configuration of the review questions, answers and scores using the IntelliGrants review functionality
 - Document form template configuration including the following:
 - Up to **two (2) level 1** form design and build
 - Sign-off and invoicing of the deliverable is contingent upon the following:
 - Validation of UAT by MDARD of the application review configuration listed within this deliverable in the Agate Shared Development environment.

3. Configuration: Agreement Process

Attributes of the deliverable

- Design and configuration of the agreement components within the existing application document template(s) including the following:
 - Electronic signature capability
 - Document form template configuration including the following:
 - Up to **one (1) level 1** form design and build
 - Design of one (1) pdf agreement
 - Sign-off and invoicing of the deliverable is contingent upon the following:
 - Validation of UAT by MDARD of the agreement configuration listed within this deliverable in the Agate Shared Development environment.

STATEMENT OF WORK - IT CHANGE NOTICE

4. Configuration: Performance Report Process

Attributes of the deliverable

- Design and configuration of **one (1) level 1** workflow for the performance report process.
- Design and configuration of the performance report document template including the following:
 - o Electronic signature capability
 - o Automatic user assignment properties
 - o Document creation agreement language.
 - o Document identification number format.
 - o Document form template configuration including the following:
 - Up to **two (2) level 2** form design and build
- Validation of UAT by MDARD of the performance report template configuration listed within this deliverable in the Agate Shared Development environment.

5. Configuration: Expenditure Report Process

Attributes of the deliverable

- Design and configuration of **one (1) level 2** workflow for the expenditure report process.
- Design and configuration of the expenditure report document template including the following:
 - o Electronic signature capability
 - o Automatic user assignment properties
 - o Document creation agreement language.
 - o Document identification number format.
 - o Document form template configuration including the following:
 - Up to **one (1) level 3** form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MDARD of the expenditure report template configuration listed within this deliverable in the Agate Shared Development environment.

7. Configuration: Amendment Process

STATEMENT OF WORK - IT CHANGE NOTICE

Attributes of the deliverable

- Design and configuration of the amendment components within the existing application document template(s) including the following:
 - o Electronic signature capability
 - o Document form template configuration including the following:
 - Up to **two (2) level 1** form design and build
 - Up to **one (1) level 2** form design and build
- Sign-off and invoicing of the deliverable is contingent upon the following:
- Validation of UAT by MDARD of the amendment configuration listed within this deliverable in the Agate Shared Development environment.

8. Configuration: Closeout Process

Attributes of the deliverable

- Design and configuration of the closeout components within the existing application document template(s) including the following:
 - o Document form template configuration including the following:
 - Up to **one (1) level 1** form design and build
 - Up to **one (1) level 2** form design and build
- Sign-off and invoicing of the deliverable is contingent upon the following:
- Validation of UAT by MDARD of the closeout configuration listed within this deliverable in the Agate Shared Development environment.

OUT OF SCOPE:

Any requirement or work requested that is not contained in this statement of work or associated contract will be considered out of scope for this engagement. Pricing for out-of-scope work requests is available upon request.

TASKS:

- No changes to the contract as it relates to the tasks.

DELIVERABLES:

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

All existing SUITE documentation used for MiAgGrants will be updated to include appropriate references and information pertaining to the additional scope herein. These documents include:

- Business Continuity Plan
- Disaster Recovery Plan

STATEMENT OF WORK - IT CHANGE NOTICE

- Software Configuration Plan
- SEM-0401 Requirements Traceability Matrix - ProjectTrax
- SEM-0402 Requirements Specifications - ProjectTrax
- SEM-0501 Functional Design Document
- SEM-0603 Detailed Test Plan
- SEM-0604 System Design Document

ACCEPTANCE CRITERIA:

DTMB and MDARD Project Managers will approve all completed deliverables.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the MDARD and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Issues/Risks:** Indicate the open issues and/or risks during the past two weeks for the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

Payment will be made on a satisfactory acceptance of each Milestone basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order. DTMB Accounts Payable area will coordinate obtaining MDARD and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the MDARD and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) calendar days after submitted invoices.

EXPENSES:

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

PROJECT CONTACTS:

<p>The designated MDARD Project Manager:</p> <p>Heather Throne Conn Hall 525 W. Allegan St. Lansing, MI 48933 517-712-0841 throneh@michigan.gov</p>	<p>The designated DTMB EPMO Project Manager:</p> <p>Jill Cullen Conn Hall 525 W. Allegan St. Lansing, MI 48933 248-212-8274 cullenj@michigan.gov</p>	<p>The designated DTMB Technical Owner:</p> <p>Londa Wilkes Conn Hall 525 W. Allegan St. Lansing, MI 48933 517-749-6249 wilkes1@michigan.gov</p>	<p>The designated Agate Project Manager:</p> <p>Jake Tropf 2214 University Park Dr. Okemos, MI 48864 517-336-2557 jtropf@agatesoftware.com</p>
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STATEMENT OF WORK - IT CHANGE NOTICE

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at a combination of State of Michigan offices, primarily Constitution Hall in Lansing, MI, Agate offices in Okemos, MI and Agate remote office locations.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This purchase order is a release from Contract Number 071B1300072. This purchase order, statement of work, and the terms and conditions of Contract Number 071B1300072 constitute the entire agreement between the State and the Contractor.

PROJECT PLAN and PAYMENT SCHEDULE:

Payment will be made on a satisfactory acceptance of each Milestone basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order. DTMB Accounts Payable area will coordinate obtaining MDARD and DTMB Project Manager approvals. All invoices should reflect actual work completed by the payment date and must be approved by the MDARD and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) calendar days after submitted invoices.

Table 1: Project Plan and Payment Schedule

STATEMENT OF WORK - IT CHANGE NOTICE

Plan

RFSI Schedule 20240222				
ID	Task Name	Duration	Start	Finish
1	Application Process	33 days	Mon 2/26/24	Wed 4/10/24
2	Forms Build	10 days	Mon 2/26/24	Fri 3/8/24
3	Agate System Testing	4 days	Mon 3/11/24	Thu 3/14/24
4	MDARD Review/Testing	10 days	Fri 3/15/24	Thu 3/28/24
5	Design Notifications, Account Module, Other	4 days	Fri 3/29/24	Wed 4/3/24
6	Updates/Corrections	4 days	Thu 4/4/24	Tue 4/9/24
7	MDARD Approval	1 day	Wed 4/10/24	Wed 4/10/24
8	Application Review Process	32 days	Mon 3/18/24	Tue 4/30/24
9	Forms Build	8 days	Mon 3/18/24	Wed 3/27/24
10	Agate System Testing	5 days	Thu 3/28/24	Wed 4/3/24
11	MDARD Review/Testing	10 days	Thu 4/4/24	Wed 4/17/24
12	Design Notifications, Account Module, Other	4 days	Thu 4/18/24	Tue 4/23/24
13	Updates/Corrections	4 days	Wed 4/24/24	Mon 4/29/24
14	MDARD Approval	1 day	Tue 4/30/24	Tue 4/30/24
15	Agreement/Closeout Process	29 days	Wed 5/1/24	Mon 6/10/24
16	Forms Build	12 days	Wed 5/1/24	Thu 5/16/24
17	Agate System Testing	5 days	Fri 5/17/24	Thu 5/23/24
18	MDARD Review/Testing	10 days	Fri 5/24/24	Thu 6/6/24
19	Updates/Corrections	3 days	Fri 6/7/24	Tue 6/11/24
20	MDARD Approval	1 day	Wed 6/12/24	Wed 6/12/24
21	Expenditure Process	36 days	Thu 6/13/24	Thu 8/1/24
22	Forms Build	12 days	Thu 6/13/24	Fri 6/28/24
23	Agate System Testing	5 days	Mon 7/1/24	Fri 7/5/24
24	MDARD Review/Testing	10 days	Mon 7/8/24	Fri 7/19/24
25	Updates/Corrections	3 days	Mon 7/22/24	Wed 7/24/24
26	MDARD Approval	1 day	Thu 7/25/24	Thu 7/25/24
27	Amendment Process	39 days	Fri 7/26/24	Wed 9/18/24
28	Forms Build	15 days	Fri 7/26/24	Thu 8/15/24

STATEMENT OF WORK - IT CHANGE NOTICE

PRICING

		IntelliGrants Initial Configuration	Unit Cost	Extended Cost
1	1	RFSI Application Build		
		Application Build	\$16,492.8	\$16,492.8
		Sub Documents 1	\$5,497.6	\$5,497.6
		Sub Documents 2	\$5,497.6	\$5,497.6

Total	\$ 27,488.00
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WARRANTY:

Refer to Terms & Condition to contact 071B1300072.

DATA MIGRATION WARRANTY CONDITIONS:

N/A.

ASSUMPTIONS

1. Two templates are identical with the exception of an Equipment form.
2. DTMB technical staff will be responsible for coordinating the extracts from the MDARD data warehouse.
3. MDARD Product Owner, Project Manager, and Subject Matter Experts (SMEs) will be required to assist with the following project activities:
 - Provide subject matter expertise as needed.
 - Review and approve deliverables and SUITE documentation.



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 **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2024
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		
\$24,491,398.50	\$124,240.00	\$24,615,638.50		

DESCRIPTION

Effective 3/4/2024, this Contract is increased by \$124,240.00 and the following amendments are hereby incorporated into the Contract for Department of Natural Resources. \$20,000.00 is to enhance the current American Rescue Plan Act in the MiGrants system. \$104,240.00 is for the addition of the Urban Forestry Division Build into the MiGrants system.

Additionally, on Change Notice 49 the specification for OS Disks: 128TB Premium SSD LRS, P10 tier, 3500 IOPS is corrected from 128 TB to 128 GB.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MSP	Leslie Wagner	517-284-3214	WagnerL2@michigan.gov
MDARD	Brandon Colby	517-342-4487	colbyb@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Michigan Department of Natural Resources MiRecGrants DNR American Rescue Plan Act Service Enhancements and Reports	Period of Coverage: 02/26/2024 – 02/26/2025
Requesting Department: DNR	Date: 02/15/2024
Agency Program Owners: Charamy Cleary Riley Millard	Phone: 517-599-4565 517-927-4037
DTMB Project Manager: Laura Brancheau	Phone: 517-335-1334

BACKGROUND:

The State has a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the IntelliGrants™ software. The IntelliGrants™ software is an application that allows state agencies to automate and streamline the grant life cycle. The software allows potential grantees the ability to apply for grants using a web-portal. The portal provides comprehensive information about available grant programs, eligibility requirements, information on grant writing techniques, access to key statistics, and the ability for applicants to look up grant application status. Additionally, IntelliGrants™ also allows the state agencies to automate the workflow required to review, approve, and deny grant applications. The purpose of this Contract is for ongoing maintenance, enhancements, and hosting options, for the electronic grant management application IntelliGrants™.

PROJECT OBJECTIVE:

The objective of this statement of work is to outline the desired work for the American Rescue Plan Act for the DNR Grant system and provide any System Enhancements needed.

OVERALL ASSUMPTIONS:

- This work will be to enhance the current American Rescue Plan Act in the MiGrants system.
- Workflow designs must be approved by the customer prior to any workflow configuration being started.
- Any system component that requires modification after design approval or UAT approval must go through the change management process.

STATEMENT OF WORK - IT CHANGE NOTICE

DELIVERABLES:

Agate will provide additional enhancement services at MI DNR's request for the ARPA program. System Enhancements will be tracked through the Change Management Process. The following non-exhaustive list contains examples of what the Service Enhancements deliverable may be used for:

- Changes to Approved Forms
- Changes to Approved Business Rules
- Changes to Approved Security Roles
- Changes to Approved Workflows
- ARPA Reports build
- Testing of ARPA reports
- Project Meetings
- Tailored system training manuals
- Additional Grant Programs
- Additional Business Meetings
- Additional System Interfaces
- Roll-over services (e.g., copying a current grant program and updating the grant cycle dates for the next grant cycle year)
- Additional Management Reports
- System Customizations

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to one hundred eighty-two (182) Agate resource hours may be used for the completion of this deliverable. If more than one hundred eighty-two (182) hours are required, the Change Management process will be initiated for more hours.

ACCEPTANCE CRITERIA:

Deliverables will not be considered complete until the **Agency Program Owners** has formally accepted them in writing.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.

STATEMENT OF WORK - IT CHANGE NOTICE

- 2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
- 3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

The parties agree to add enhancements and reports up to \$20,000.00, to be billed at a blended hourly rate of \$110.00. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State’s satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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

Line	QTY	IntelliGrants Initial Configuration	Unit Cost	Deliverable Cost
1	182	American Rescue Plan Act Service Enhancements and Reports	\$ 110.00	\$ 20,000.00
Total			\$ 20,000.00	

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Program Owners are:

Charamy Cleary
 Department of Natural Resources
 517-599-4565
ClearyC1@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Riley Millard
Department of Natural Resources
MillardR2@michigan.gov
517-927-4037

The designated DTMB Project Manager is:

Laura Brancheau
Department of Technology Management and budget
Agency Services
Constitution Hall, First Floor
525 W Allegan
Lansing, MI 48933
517-335-1334
BrancheauL@michigan.gov

The designated Vendor Account Manager

Jeff Claeys
Agate Software, Inc
jclaeys@agatesoftware.com
(517) 336-2540

The designated Vendor Project Manager

Jake Tropf
Agate Software, Inc
jtropf@agatesoftware.com
(517) 336-2557

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at:

Agate Software, Inc., 2214 University Park Drive Suite 102, Okemos, MI, and State of Michigan facilities in Lansing, Michigan. Requests for alternative work locations must be made to the DTMB Project Manager and Agency Program Owners.

STATEMENT OF WORK - IT CHANGE NOTICE

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This purchase order is a release from Contract Number 071B1300072. This purchase order, statement of work, and the terms and conditions of Contract Number 071B1300072 constitute the entire agreement between the State and the Contractor.

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Urban Community Forestry Grants	Period of Coverage: 1/1/2024-9/30/2024
Requesting Department: FRD	Date: 2/23/2024
Agency Project Manager: Kevin Sayers	Phone: (517) 582-3209
DTMB Project Manager: Laura Brancheau	Phone: 517-618-9646

Brief description of services to be provided:

BACKGROUND:

The State has a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the IntelliGrants™ software. The IntelliGrants™ software is an application that allows state agencies to automate and streamline the grant life cycle. The software allows potential grantees the ability to apply for grants using a web-portal. The portal provides comprehensive information about available grant programs, eligibility requirements, information on grant writing techniques, access to key statistics, and the ability for applicants to look up grant application status. Additionally, IntelliGrants™ also allows the state agencies to automate the workflow required to review, approve, and deny grant applications.

The purpose of this Contract is for ongoing maintenance, enhancements, and hosting options, for the electronic grant management application IntelliGrants™.

PROJECT OBJECTIVE:

The objective of this statement of work is to outline the desired work for the Urban Forestry Division Build into the MiGrants system.

WORKFLOW AND FORM DESIGN AND BUILD LEVEL DEFINITIONS

Any changes to an approved design or configuration must go through the Change Management Process.

Workflow Design and Build Levels

- Level 1 Workflow Design
 - o Design of up to ten (10) documented workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 1 Workflow Build

- Configuration of up to ten (10) workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 2 Workflow Design
 - Design of Up to thirty (30) documented workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Up to two (2) custom SQL instances.
- Level 2 Workflow Build
 - Configuration of up to thirty (30) workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Programming of up to two (2) custom SQL instances.
- Level 3 Workflow Design
 - Design of Up to fifty (50) documented workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Up to five (5) custom SQL instances.
- Level 3 Workflow Build
 - Configuration of up to fifty (50) workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Programming of up to five (5) custom SQL instances.

Form Design and Build Levels

- Level 1 Form Design & Build
 - Design and configuration of up to twenty (20) data fields, up to a total of ten (10) business rules (error checks, warnings, and arithmetic calculations) and PDF version of the form. Form build does not include data-driven fields or custom SQL.
- Level 2 Form Design & Build
 - Design and configuration of up to forty (40) data fields, fifteen (15) business rules (error checks, warnings, and arithmetic calculations) and PDF version of the form. Form build includes either data-driven fields OR custom SQL.
- Level 3 Form Design & Build
 - Configuration of up to eighty (80) data fields, thirty (30) business rules (error checks, warnings, and algebraic calculations) and PDF version of the form. Form build includes both data-driven fields and custom SQL.

DELIVERABLES:

1. Configuration: Application Process

Attributes of the deliverable

- Design and configuration of the Urban Forestry application document templates; Community Forestry, DTE Tree Planting, and Inflation Reduction Act including the following:
 - Automatic user assignment properties
 - Document creation agreement language.
 - Document identification number format.
 - Program description.
 - Document form template configuration including the following:

- Up to seven (7) level 1 form design and build
- Up to one (1) level 2 form design and build
- Up to one (1) level 3 form design and build
- Execution of applicable test plans

Sign-off and invoicing of the deliverable is contingent upon the following:

- SOM sign off validating UAT of the monitoring report template configuration listed within this deliverable in the Agate Production environment.

2. Configuration: Application Review Process

Attributes of the deliverable

- Design and configuration of the application review components within the existing application document templates; Community Forestry, DTE Tree Planting, and Inflation Reduction Act including the following:
 - Configuration of the review questions, answers and scores using the IntelliGrants review functionality
 - Reviewer Conflict of interest language
 - Document form template configuration including the following:
 - Up to five (5) level 1 form design and build
 - Up to two (2) level 2 form design and build
 - Up to one (1) level 3 form design and build
 - Execution of applicable test plans

Sign-off and invoicing of the deliverable is contingent upon the following:

- SOM sign off validating UAT of the monitoring report template configuration listed within this deliverable in the Agate Production environment.

3. Configuration: Grant Process

Attributes of the deliverable

- Design and configuration of the grantee risk assessment components within the existing application document templates; Community Forestry, DTE Tree Planting, and Inflation Reduction Act including the following:
 - Creation of one PDF
 - Document form template configuration including the following:
 - Up to four (4) level 1 form design and build
 - Up to one (1) level 2 form design and build
 - Execution of applicable test plans

Sign-off and invoicing of the deliverable is contingent upon the following:

- 4.** SOM sign off validating UAT of the monitoring report template configuration listed within this deliverable in the Agate Production environment.

5. Configuration: Amendment Process

Attributes of the deliverable

- Design and configuration of the Urban Forestry amendment components within the existing application document templates; Community Forestry, DTE Tree Planting, and Inflation Reduction Act including the following:
 - o Electronic signature capability
 - o Document form template configuration including the following:
 - Up to three (3) level 1 form design and build
 - Up to two (2) level 2 form design and build
 - o Execution of applicable test plans

Sign-off and invoicing of the deliverable is contingent upon the following:

- SOM sign off validating UAT of the monitoring report template configuration listed within this deliverable in the Agate Production environment.

6. Configuration: Monitoring/Inspection Report Process

Attributes of the deliverable

- Design and configuration of one (1) level 1 workflow for the Monitoring/Inspection Report Process including the Community Forestry, DTE Tree Planting, and Inflation Reduction Act programs.
- Design and configuration of Monitoring/Inspection Report document template including the following:
 - o Electronic signature capability
 - o Automatic user assignment properties
 - o Document creation agreement language.
 - o Document identification number format.
 - o Program description.
 - o Document form template configuration including the following:
 - Up to three (3) level 1 form design and build
 - Up to one (3) level 2 form design and build
 - o Execution of applicable test plans

Sign-off and invoicing of the deliverable is contingent upon the following:

- SOM sign off validating UAT of the monitoring report template configuration listed within this deliverable in the Agate Production environment.

7. Configuration: Progress Report Process

Attributes of the deliverable

- Design and configuration of one (1) level 2 workflow for the progress report process.
- Design and configuration of the progress report document templates; Community Forestry, DTE Tree Planting, and Inflation Reduction Act including the following:

- Electronic signature capability
- Automatic user assignment properties
- Document creation agreement language.
- Document identification number format.
- Document form template configuration including the following:
 - Up to three (3) level 1 form design and build
 - Up to three (3) level 2 form design and build
- Execution of applicable test plans

Sign-off and invoicing of the deliverable is contingent upon the following:

- SOM sign off validating UAT of the monitoring report template configuration listed within this deliverable in the Agate Production environment.

8. Configuration: Reimbursement Process

Attributes of the deliverable

- Design and configuration of one (1) level 2 workflow for the Reimbursement Process
- Design and configuration of the financial report document templates; Community Forestry, DTE Tree Planting, and Inflation Reduction Act including the following:
 - Electronic signature capability
 - Automatic user assignment properties
 - Document creation agreement language.
 - Document identification number format.
 - Document form template configuration including the following:
 - Up to three (3) level 1 form design and build
 - Up to five (5) level 2 form design and build
 - Execution of applicable test plans

Sign-off and invoicing of the deliverable is contingent upon the following:

- SOM sign off validating UAT of the monitoring report template configuration listed within this deliverable in the Agate Production environment.

9. Configuration: Closeout Process

Attributes of the deliverable

- Design and configuration of the closeout components within the existing application document templates; Community Forestry, DTE Tree Planting, and Inflation Reduction Act including the following:
 - Document form template configuration including the following:
 - Up to five (5) level 1 form design and build
 - Execution of applicable test plans

Sign-off and invoicing of the deliverable is contingent upon the following:

- SOM sign off validating UAT of the monitoring report template configuration listed within this deliverable in the Agate Production environment.

ACCEPTANCE CRITERIA: Deliverables will not be considered complete until the Agency Project Manager has formally accepted them in writing.

SPECIFIC DEPARTMENT STANDARDS: Agency standards, if any, in addition to DTMB standards.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also, state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

PAYMENT SCHEDULE: DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued Delivery Order. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by the payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees.

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

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

PROJECT CONTACTS:

- Laura M. Brancheau, Business Relationship Manager/IT Division Director
DTMB (SOM)
brancheaul@michigan.gov
Desk: 517-335-1334
Mobile: 517-618-9646
- Jeff Claeys, Account Manager
Agate Software, Inc.
jclaeys@agatesoftware.com
(517) 336-2540
- Jake Tropf, Project Manager
Agate Software, Inc.
jtropf@agatesoftware.com
(517) 336-2557
- Kevin Sayers, Program Owners
DNR Urban Forestry
sayersk@michigan.gov
(517) 582-3209
- Kerry Gray, Program Owners
DNR Urban Forestry
Grayk12@michigan.gov
734-691-1806

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Work is to be performed at Agate Software, Inc., 2214 University Park Drive Suite 102, Okemos, MI, and State of Michigan facilities in Lansing, Michigan. Requests for alternative work locations must be made to the DTMB and Agency Project Manager.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This purchase order is a release from Contract Number 071B1300072. This purchase order, statement of work, and the terms and conditions of Contract Number 071B1300072 constitute the entire agreement between the State and the Contractor.

PRICING INFORMATION

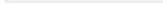
	IntelliGrants Initial Configuration	Unit Cost	Deliverable Cost
1	Configuration: Application Process	\$21,175.00	\$21,175.00
2	Configuration: Application Review Process	\$15,730.00	\$15,730.00
3	Configuration: Grant Process	\$12,100.00	\$12,100.00
4	Configuration: Amendment Process	\$10,980.00	\$10,980.00
5	Configuration: Monitoring/Inspection	\$10,980.00	\$10,980.00
6	Configuration: Progress Report Process	\$12,100.00	\$12,100.00
7	Configuration: Reimbursement Process	\$13,915.00	\$13,915.00
8	Configuration: Closeout Process	\$7,260.00	\$7,260.00
Total			\$104,240.00

PROJECT PLAN:

MI DNR Urban Forestry				
ID	Task Name	Duration	Start	Finish
1	MI DNR IGX Implementation	159 days	Mon 1/8/24	Thu 8/15/24
2	Configuration: Application Process	50 days	Mon 1/8/24	Fri 3/15/24
3	Workflow Build	3 days	Mon 1/8/24	Wed 1/10/24
4	MI DNR Review & Approval of Workflow	3 days	Thu 1/11/24	Mon 1/15/24
5	Forms Build	15 days	Tue 1/16/24	Mon 2/5/24
6	Agate System Testing	9 days	Tue 2/6/24	Fri 2/16/24
7	MI DNR Review/Testing	14 days	Mon 2/19/24	Thu 3/7/24
8	Design Notifications	5 days	Fri 3/8/24	Thu 3/14/24
9	Updates/Corrections	4 days	Fri 3/15/24	Wed 3/20/24
10	MI DNR Approval	1 day	Thu 3/21/24	Thu 3/21/24
11	Configuration: Grant Agreement Process	41 days	Fri 3/22/24	Fri 5/17/24
12	Workflow Build	3 days	Fri 3/22/24	Tue 3/26/24
13	MI DNR Review & Approval of Workflow	3 days	Wed 3/27/24	Fri 3/29/24
14	Forms Build	10 days	Mon 4/1/24	Fri 4/12/24
15	Agate System Testing	5 days	Mon 4/15/24	Fri 4/19/24
16	MI DNR Review/Testing	10 days	Mon 4/22/24	Fri 5/3/24
17	Design Notifications, Account Module, Other	5 days	Mon 5/6/24	Fri 5/10/24
18	Updates/Corrections	4 days	Mon 5/13/24	Thu 5/16/24
19	MI DNR Approval	1 day	Fri 5/17/24	Fri 5/17/24
20	Configuration: Reimbursement Process	31 days	Mon 5/20/24	Mon 7/1/24
21	WorkFlow Design Approval	5 days	Mon 5/20/24	Fri 5/24/24
22	Workflow Build	3 days	Fri 5/17/24	Tue 5/21/24
23	MI DNR Approval of Workflow	1 day	Wed 5/22/24	Wed 5/22/24
24	Forms Build	12 days	Thu 5/23/24	Fri 6/7/24
25	Agate System Testing	5 days	Mon 6/10/24	Fri 6/14/24
26	MI DNR Review/Testing	10 days	Mon 6/17/24	Fri 6/28/24
27	Updates/Corrections	3 days	Mon 7/1/24	Wed 7/3/24
28	MI DNR Approval	1 day	Mon 7/1/24	Mon 7/1/24

Critical		Baseline Milestone	
Critical Split		Milestone	
Critical Progress		Summary Progress	
Task		Summary	
Split		Manual Summary	
Task Progress		Project Summary	
Manual Task		External Tasks	
Start-only		External Milestone	
Finish-only		Inactive Task	
Duration-only		Inactive Milestone	
Baseline		Inactive Summary	
Baseline Split		Deadline	

MI DNR Urban Forestry				
ID	Task Name	Duration	Start	Finish
29	Configuration: PSB Process	33 days	Tue 7/2/24	Thu 8/15/24
30	WorkFlow Design Approval	1 day	Tue 7/2/24	Tue 7/2/24
31	Workflow Build	3 days	Wed 7/3/24	Fri 7/5/24
32	MI DNR Approval of Workflow	1 day	Mon 7/8/24	Mon 7/8/24
33	Forms Build	9 days	Tue 7/9/24	Fri 7/19/24
34	Agate System Testing	5 days	Mon 7/22/24	Fri 7/26/24
35	MI DNR Review/Testing	10 days	Mon 7/29/24	Fri 8/9/24
36	Updates/Corrections	3 days	Mon 8/12/24	Wed 8/14/24
37	MI DNR Approval	1 day	Thu 8/15/24	Thu 8/15/24

Critical		Baseline Milestone	
Critical Split		Milestone	
Critical Progress		Summary Progress	
Task		Summary	
Split		Manual Summary	
Task Progress		Project Summary	
Manual Task		External Tasks	
Start-only		External Milestone	
Finish-only		Inactive Task	
Duration-only		Inactive Milestone	
Baseline		Inactive Summary	
Baseline Split		Deadline	



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 **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2024
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"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$24,491,398.50	\$0.00	\$24,491,398.50		

DESCRIPTION

Effective 12/21/23, the following amendment is hereby incorporated into the Contract to document the Corrective Action Plan ("CAP") Closeout and Future Operability for Michigan Department of Education (MDE) including updating Service Level Agreements specific to MDE.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MSP	Leslie Wagner	517-284-3214	WagnerL2@michigan.gov
MDARD	Brandon Colby	517-342-4487	colbyb@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Corrective Action Plan (“CAP”) Closeout and Future Operability	Period of Coverage:
Requesting Department: MDE	Date: 9/22/2023
Agency Project Manager: Drew Finkbeiner	Phone: 517-284-6984
DTMB Project Manager: Sean Strom	Phone: 517-512-3110

BACKGROUND:

The purpose of this Contract Change Notice is to ensure certain tasks associated with an ongoing Corrective Action Plan (“CAP”) are tied to tangible and measurable objectives. Moreover, MDE wishes to ensure the quality of future updates and development.

PROJECT OBJECTIVE:

The objective of this Statement of Work is to develop and implement metrics that can be implemented and used to verify the efficacy of remedial efforts previously detailed under a CAP.

SCOPE OF WORK:

1) CAP Close-out

- Overall core performance.
- For Consolidated Application, Coordinated Application, Adult Education: Section 107, Special Education: Flowthrough, Special Education: Preschool, and GSRP Implementation Plan grant application, Agate to conduct load testing with 1,500 concurrent users where each screen action yields a response time of no more than 5 seconds for 98% of all transactions.
- Agate will provide MDE with an overall Software Response time of no more than 5 seconds for 98% of all transactions within a given month. Unacceptable response times shall be considered to make the Software unavailable and will count against the following Availability and Credit of Fees Table.
 - a. Exceptions
 - i. Nightly batch jobs, including spjScheduledCalls

STATEMENT OF WORK - IT CHANGE NOTICE

ii. MDE Admin. reports

Availability and Credit of Fees Table

Availability (% of transactions)	Credit of Fees
≥98%	None
<98% but ≥95%	\$3,750
<95% but ≥90%	\$7,500
<90%	\$15,000

- b. Monthly Software Response time will be calculated by the State using Dynatrace after the end of each month. The State will provide the report to Agate and assess the credits in accordance with payment terms of the Contract.
- c. The State production environment will be a dedicated hosting environment in Azure, containing no other databases or applications other than NexSys. Software Response time requirements are conditional upon the State migrating to and maintaining the following hosting specifications:
 - i. Overview
 - 1. Production websites/applications hosted in this environment shall be limited to one. NexSys Quality Assurance will be hosted in a separate SOM Azure environment.
 - ii. Compliance standards
 - 1. FedRAMP High-Impact Level compliant
 - iii. Web Server (Virtual Machine)
 - 1. Azure Standard E16ds_v5
 - 2. 16 VCPU's, 2.79 GHz/ea
 - 3. RAM: 128GB
 - 4. OS Disks: 128TB Premium SSD LRS, P10 tier, 3500 IOPS
 - 5. Data Disk: 4TB Premium SSD LRS, P50 tier, 7500 IOPS
 - 6. Operating System: Windows Server 2019 Datacenter 64-bit or newer

STATEMENT OF WORK - IT CHANGE NOTICE

- 7. Located in SOM Azure Commercial Cloud
- iv. Database Server
 - 1. SOM Azure commercial SQL Managed Instance, Standard Series (Gen 5), Business Critical service tier
 - 2. Operating system: SQL Server 2019
 - 3. 24 VCPU's, 2.3 GHz/ea
 - 4. RAM: 122.4 GB
 - 5. Disks: Premium Local SSD, IOPS vary by database file size
 - 6. Data/Log IOPS: 96000
 - 7. TDE (Transparent Data Encryption) is standard on the database to ensure encryption at rest to include backups
- The State will conduct load testing on its environment and share results with Agate quarterly, as Agate cannot recreate all connections the State may have set-up.
- Contractor must provide a list of all third-party tools/ libraries and their version numbers by January 31st of each year.
- Before providing each compile to the State (at least quarterly), Contractor must scan the application on their infrastructure using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) and provide the scan's assessment to the State in a format that can be uploaded by the State and used to track the remediation. Remediation time frame requirements are documented in SOM PSP's.
- Upon the State running scans of the application, any identified security risks will be assigned priority levels according to the table below (**Security Risk Priority Levels**). Contractor Response and Resolution times and credits will be in accordance with those defined in Schedule E of the contract.

Security Risk Priority Levels

Support Request Classification	Description: Any Service Error Comprising or Causing any of the Following Events or Effects
Critical Service Error	<ul style="list-style-type: none"> • Security Vulnerability with a CVSS between 9.0 and 10

STATEMENT OF WORK - IT CHANGE NOTICE

	<ul style="list-style-type: none"> Security Vulnerabilities identified by Michigan Cyber Security needing resolution immediately
High Service Error	<ul style="list-style-type: none"> Security Vulnerability with a CVSS between 7.0 and 8.9 Security Vulnerabilities identified by Michigan Cyber Security needing resolution within 30 days.
Medium Service Error	<ul style="list-style-type: none"> Security Vulnerability with a CVSS between 4.0 and 6.9 Security Vulnerabilities identified by Michigan Cyber Security needing resolution within 60 days.
Low Service Error	<ul style="list-style-type: none"> Security Vulnerability with a CVSS between 0 and 3.9 Security Vulnerabilities identified by Michigan Cyber Security needing resolution within 90 days.

- Provide planned roadmap of IGX core product enhancements and improvements by January 31st of each year. Agate will highlight pending developments within the quarterly release notes. No obligation is created upon Agate through provision of this road map. All enhancements are subject to change.
- Provide reengineering plan/roadmap for improvements and enhancements to the Consolidated Application and the Coordinated Application by 11/30/2023.

2) Overall system requirements remaining.

- Accounting Module FIFO functionality as outlined in DevOps ticket 205064.

STATEMENT OF WORK - IT CHANGE NOTICE

- Contractor will meet milestones as outlined in the yearly Development Schedule within DevOps in accordance with the **Milestone Service Level Agreement** below.
 - Agate must supply Requirements Document issues and concerns feedback such that feedback can be resolved prior to the Developer Requirements Review Due Date within the yearly Development Schedule within DevOps. In the event there is non-agreement, escalate to contract Program Managers.

MILESTONE SERVICE LEVEL AGREEMENT

(a) 2.1 Milestone Service Level Requirements. Contractor will meet all milestones (development lifecycle timeline dates) in accordance with the required times and other terms and conditions set forth in this **Section 2.1 (“Milestone Service Level Requirements”)**, and the Contract. Foreseen Missed Milestone. If Contractor identifies a milestone which will be missed, Contractor will inform the Agency and DTMB Project Managers in writing within 5 business days before the missed milestone.

(b) Service Delinquency. The State will classify a Service Delinquency in accordance with the descriptions set forth in the chart below (each a “**Service Delinquency**”).

Service Delinquency	Description:
Critical Service Delinquency	<ul style="list-style-type: none"> • A milestone is missed by more than 20 business days
High Service Delinquency	<ul style="list-style-type: none"> • A milestone is missed by between 15 and 19 business days
Medium Service Delinquency	<ul style="list-style-type: none"> • A milestone is missed by between 10 and 14 business days

STATEMENT OF WORK - IT CHANGE NOTICE

Low Service Delinquency	<ul style="list-style-type: none"> A milestone is missed by between 5 and 9 business days
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(c) Resolution Time Service Levels. Resolution times will be measured from the end of the initial milestone date to the Resolved date, in the case of Resolution time. **“Resolve”** (including **“Resolved”**, **“Resolution”** and correlative capitalized terms) means that, as to any Service Delinquency, Contractor has completed the milestone and the State has confirmed such completion and its acceptance thereof.

(d) Service Level Credits. Failure to achieve any of the milestones will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in the table below. In the event that service level credits are provided and later the issue is determined, and confirmed by the State, to stem from a hosting / infrastructure / other State related issue (i.e. temporary database (tempDB) is inaccessible) then Contractor will reissue invoice in the amount of the credit provided, plus any additional time spent to find the root cause of the issue.

Support Request Classification	Service Level Credits (For Failure to Meet any Milestone Within the Corresponding Required Resolution Time)
Critical Service Delinquency	Twenty-five percent (25%) of the fee for the milestone payment.
High Service Delinquency	Ten percent (10%) of the fee for the milestone payment.
Medium Service Delinquency	Five percent (5%) of the fee for the milestone payment.
Low Service Delinquency	Three percent (3%) of the fee for the milestone payment.

STATEMENT OF WORK - IT CHANGE NOTICE

(e) Scope Changes. Any change to the yearly Development Schedule within DevOps by the State may impact the timeline. All Service Level Agreements for the milestones will reset when/if a new project schedule is established and agreed upon by the State and Contractor.

(f) Delays. If the State does not complete any task in the required time as defined in the yearly Development Schedule within DevOps, milestones will be re-established when an updated project schedule is created and agreed upon. If Customer delays result in a timeline extension, Contractor's development time will be extended for the same period as the Customer's delay. This section is void if the State delay is caused by the Contractor.

(g) The State and the Contractor with mutual agreement can extend the timeline as needed.

3) Future operability moving forward (i.e., expectations)

- Seven business days after receiving bi-weekly DTMB provided Dynatrace RUM monitoring information, Agate will provide their analysis and remediation plan where processes exceed 5 seconds per process.
- Agate will provide load testing results that demonstrate remediations performed have been completed based on DTMB provided Dynatrace RUM monitoring information.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them.

SPECIFIC DEPARTMENT STANDARDS:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Name: Drew Finkbeiner

Department: SOM MDE

Address: JOHN HANNAH BLDG, Lansing, MI

Phone Number: 517-284-6984

Email Address: FinkbeinerD@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

The designated DTMB Project Manager is:

Name: Sean Strom

Department: SOM DTMB

Address: JOHN HANNAH BLDG, Lansing, MI

Phone Number: 517.512.3110

Email Address: StromS@michigan.gov

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work remote, unless otherwise required.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This purchase order is a release from Contract Number 071B1300072. This purchase order, statement of work, and the terms and conditions of Contract Number 071B1300072 constitute the entire agreement between the State and the Contractor.



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 **48**

to

Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2024
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		
\$24,202,478.50	\$288,920.00	\$24,491,398.50		

DESCRIPTION

Effective 11/29/23, this Contract is increased by \$288,920.00 and the following amendment is hereby incorporated into the Contract for the addition of Michigan Department of Natural Resources Parks & Recreation Division(MI DNR PRD) Grant-In-Aid, Motorized Trail (Off-Road Recreational Vehicle(ORV), Snowmobile), and Recreation Improvement Grant programs into the IntelliGrants (MiGrants) system currently used by DNR Grants Management, Fisheries Division, and Wildlife Division.

The previous total ESTIMATED AGGREGATE CONTRACT VALUE undervalued by \$30.00 due to an error made on Change Notice 45. The CURRENT VALUE has been corrected and increased to \$24,202,478.50.

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 11/28/2023.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MSP	Leslie Wagner	517-284-3214	WagnerL2@michigan.gov
MDARD	Brandon Colby	517-342-4487	colbyb@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Michigan Department of Natural Resources Parks & Recreation Division IntelliGrants Statement of Work	Period of Coverage: 1/1/2024-9/30/2024
Requesting Department: DNR	Date: 10/20/2023
Agency Project Manager: Brittany Ruff	Phone: 517-284-6113
DTMB Project Manager: Lewis LaVasseur	Phone: 517-898-4184

Brief description of services to be provided:

BACKGROUND

Department of Natural Resources (DNR) is looking to integrate their Michigan Department of Natural Resources Parks & Recreation Division (MI DNR PRD) Grant-In-Aid, Motorized Trail (Off-Road Recreational Vehicle (ORV), Snowmobile), and Recreation Improvement Grant programs into the IntelliGrants (MiGrants) system currently used by DNR Grants Management, Fisheries Division, and Wildlife Division.

PROJECT OBJECTIVE:

Integrate DNR-PRD Grant-In-Aid, Motorized Trail (ORV, Snowmobile) and Recreation Improvement Grant programs into the IntelliGrants (MiGrants) system currently used by DNR-FOD Grants Management, Fisheries Division and Wildlife Division. This integration will streamline PRD's current workflow by moving from manual, paper processes to an electronic system, creating a centralized repository for all grant applications, communication, and documentation, and aligning PRD's grant programs to existing Department processes. The benefits of this integration include, but are not limited to, the following: • All documents housed in one central place • Easy access for GIA's and DNR staff • Speeds up process with automatic notifications and streamlined approvals • Maintains/tracks projects in a digital archive • Reporting capabilities/metrics • Better customer service for our GIA communities and trail partners

Notes:

- The project implementation will not exceed the approved project schedule. If the implementation encounters delay and is likely to exceed the amount of time originally scheduled, the Change Management Process will be used to assess any changes needed to project resources, budget, scope, etc.
- This statement of work (SOW), including pricing, will expire eighteen (18) months after agreement, or upon the approved original project schedule end date, whichever is greater. Upon expiration, in the event the implementation is on-going, the Change Management Process will be used, and a new SOW may be required.
- Each design produced (workflow, form, tool, manual, etc.) allows for two (2) design iterations with MI

DNR PRD. If more iterations of a design are required, the Service Enhancements budget will be used.

- Workflow designs must be approved by the customer prior to any workflow configuration being started.
- Except for system defects, any system component that requires modification after design approval or UAT approval must go through the change management process.
- Completed deliverables requiring customer signoff will be invoiced thirty (30) days after Agate has reported completion if the customer has not submitted any defects to Agate within that period.
- For customer on-premises hosted systems, customers will provide their own network and server support.
- Weekly meeting agendas, meetings, and project status reports will be completed throughout the completion of all configuration deliverables and services provided in this SOW.

WORKFLOW AND FORM DESIGN AND BUILD LEVEL DEFINITIONS

Any changes to an approved design or configuration must go through the Change Management Process.

Workflow Design and Build Levels

- Level 1 Workflow Design ○ Design of up to ten (10) documented workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 1 Workflow Build ○ Configuration of up to ten (10) workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 2 Workflow Design ○ Design of Up to thirty (30) documented workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Up to two (2) custom SQL instances.
- Level 2 Workflow Build ○ Configuration of up to thirty (30) workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Programming of up to two (2) custom SQL instances.
- Level 3 Workflow Design ○ Design of Up to fifty (50) documented workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Up to five (5) custom SQL instances.
- Level 3 Workflow Build ○ Configuration of up to fifty (50) workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Programming of up to five (5) custom SQL instances.

Form Design and Build Levels

- Level 1 Form Design & Build ○ Design and configuration of up to twenty (20) data fields, up to a total of ten (10) business rules (error checks, warnings, and arithmetic calculations) and PDF version of the form. Form build does not include data-driven fields or custom SQL.
- Level 2 Form Design & Build ○ Design and configuration of up to forty (40) data fields, fifteen (15) business rules (error checks, warnings, and arithmetic calculations) and PDF version of the form. Form build includes either data-driven fields OR custom SQL.
- Level 3 Form Design & Build ○ Configuration of up to eighty (80) data fields, thirty (30) business rules (error checks, warnings, and algebraic calculations) and PDF version of the form. Form build includes both data-driven fields and custom SQL.

PROJECT SCOPE

The following document contains project scope assumptions that apply to the Michigan Department of Natural Resources Parks & Recreation Division (MI DNR PRD) implementation of the IntelliGrants electronic grants management system. This document is intended to serve as the framework for the configuration of IntelliGrants for the MI DNR PRD. To ensure a timely and successful project, Agate Software will only configure from the design documentation that is approved by the MI DNR PRD.

1. Project Kickoff

Attributes of the deliverable

Business Analysis which includes the following:

- Project Scope Validation
- Product Demonstration
- Project Planning (Timeline and Resources)
- Project Roles and Responsibilities
- Definition and Documentation of Business Process Workflows via Microsoft Visio
- Definition of System Security Roles
- Three (3) days onsite or virtual with two (2) Agate Software Resources

Deliverable Pre-requisites include the following:

- Signed Statement of Work
- Signed License Agreement

Sign-off and invoicing of the deliverable is contingent upon the

following:

- Project Kickoff Meeting Completed and Meeting Minutes Issued
- Business Analysis Tasks Completed

2. Project Management

Attributes of the deliverable

- Creation of the project schedule
- Creation of the communication plan
- Creation of the resource plan
- Project team and stakeholder access to selected project management software, (SOM Azure Dev Ops or Agate ProjecTrax, to be determined by the State), which allows tracking of project tasks, configuration, testing, support, and project status reports

Sign-off and invoicing of the deliverable is contingent upon the following:

- Delivery of project schedule
- Delivery of communication plan
- Delivery of resource plan

3. Product Security Role Setup

Attributes of the deliverable

- System security role definition documented through the Security Role Matrix
- System security role setup for MI DNR PRD and external user organizations
- Execution of applicable test cases

Deliverable Risks/Assumptions

- MI DNR PRD will approve the Security Role Matrix prior to configuration of the system security roles

Sign-off and invoicing of the deliverable is contingent upon the following:

- MI DNR PRD ability to login as each of the newly created security roles
- Completed testing of security roles

4. Configuration: Application Process

Attributes of the deliverable

- Design and configuration of the application document template(s) including the following:
 - o Templates to include Waterways/BIGP, ORV Trail Improvement, Snowmobile Trail Improvement, and Non-Motorized Trail Grants
 - o Automatic user assignment properties
 - o Document creation agreement language
 - o Document identification number format
 - o Program description
 - o Document form template configuration including the following:
 - Up to **fifteen (15) level 2** form design and build
 - Up to **twelve (12) level 3** form design and build
- Execution of applicable test cases

Sign-off and invoicing of the deliverable is contingent upon the following:

- Documented requirements for application template(s)
- SOM sign off validating completion of UAT of the application template(s) configuration listed within this deliverable in the Agate Shared Test environment

5. Configuration: Application Review

Attributes of the deliverable

- Gather and document requirements for application review
- Design and configuration of the application review components within the existing application document template(s) including the following:
 - o Reviewer Conflict of Interest language
 - o Configuration of the review questions, answers and scores using the IntelliGrants review functionality
 - o Document form template configuration including the following:
 - Up to **five (5) level 1** form design and build
 - Up to **two (2) level 2** form design and build
 - Up to **one (1) level 3** form design and build
- Execution of applicable test cases

Sign-off and invoicing of the deliverable is contingent upon the following:

- Documented requirements for application review
- SOM sign off validating UAT of the application review configuration listed within this deliverable in the Agate Shared Test environment

6. Configuration: Grant Process

Attributes of the deliverable

- Gather and document requirements for the grant process
- Design and configuration of the grantee risk assessment components within the existing application document template(s) including the following:
 - o Document form template configuration including the following:
 - Up to **six (6) level 2** form design and build
 - Up to **two (2) level 3** form design and build
- Execution of applicable test plans

Sign-off and invoicing of the deliverable is contingent upon the following:

- Documented requirements for grant process
- SOM sign off validating UAT of the grantee risk assessment configuration listed within this deliverable in the Agate Shared Test environment

7. Configuration: Amendment Process

Attributes of the deliverable

- Gather and document requirements for the amendment process
- Design and configuration of the amendment components within the existing application document template(s) including the following:
 - o Electronic signature capability
 - o Document form template configuration including the following:
 - Up to **three (3) level 1** form design and build
 - Up to **two (2) level 2** form design and build
- Execution of applicable test plans

Sign-off and invoicing of the deliverable is contingent upon the following:

- Documented requirements for amendment process
- SOM sign off validating of the amendment configuration listed within this deliverable in the Agate Shared Test environment

8. Configuration: Progress Report Process

Attributes of the deliverable

- Gather and document requirements for the progress report process
- Design and configuration of **one (1) level 2** workflow for the progress report process
- Design and configuration of the progress report document template including the following:
 - o Electronic signature capability
 - o Automatic user assignment properties
 - o Document creation agreement language
 - o Document identification number format
 - o Document form template configuration including the following:
 - Up to **three (3) level 1** form design and build
 - Up to **three (3) level 2** form design and build
- Execution of applicable test plans

Sign-off and invoicing of the deliverable is contingent upon the following:

- Documented requirements for progress report process

- SOM sign off validating UAT of the progress report template configuration listed within this deliverable in the Agate Shared Test environment

9. Configuration: Reimbursement Request Process

Attributes of the deliverable

- Gather and document requirements for the reimbursement request process
- Design and configuration of **one (1) level 2** workflow for the financial report process
- Design and configuration of the financial report document template including the following:
 - o Electronic signature capability
 - o Automatic user assignment properties
 - o Document creation agreement language
 - o Document identification number format
 - o Document form template configuration including the following:
 - Up to **seven (7) level 1** form design and build
 - Up to **eight (8) level 2** form design and build
 - Up to **two (2) level 3** form design and build
- Execution of applicable test plans

Sign-off and invoicing of the deliverable is contingent upon the following:

- Documented requirements for reimbursement request process
- SOM sign off validating UAT of the financial report template configuration listed within this deliverable in the Agate Shared Development environment

10. Configuration: Monitoring/Inspection Report Process

Attributes of the deliverable

- Gather and document requirements for the monitoring/inspection report process
- Design and configuration of **one (1) level 1** workflow for the monitoring report process
- Design and configuration of the monitoring report document template including the following:
 - o Electronic signature capability
 - o Automatic user assignment properties
 - o Document creation agreement language
 - o Document identification number format

- Document form template configuration including the following:

- Up to **three (3) level 1** form design and build
- Up to **three (3) level 2** form design and build

- Execution of applicable test plans

Sign-off and invoicing of the deliverable is contingent upon the following:

- Documented requirements for monitoring/inspection report process
- SOM sign off validating UAT of the monitoring report template configuration listed within this deliverable in the Agate Shared Test environment

11. Configuration: Closeout Process

Attributes of the deliverable

- Gather and document requirements for closeout process
- Design and configuration of the closeout components within the existing application document template(s) including the following:
 - Document form template configuration including the following:
 - Up to **five (5) level 1** form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Documented requirements for the closeout process
- SOM sign off validating UAT of the closeout configuration listed within this deliverable in the Agate Shared Test environment

12. Equipment / Asset Tracking Tool & Data Migration

Attributes of the deliverable

- Gather and document requirements for asset tracking tool and data migration
- Design and development of **one (1)** Asset Tracking tool used to track and update information related to equipment / assets that have been purchased/reported by external users within financial reports or are under the control of MI DNR PRD
- Mapping of data elements from the source system(s) to those within the IntelliGrants system
- Migration of equipment / asset information (e.g., type, location, condition)
- Post-migration report to be provided to MI DNR PRD which can be used to validate migrated data

- Creation of an equipment / asset tracking trigger within the reimbursement process which will create equipment / asset records in the new module based on information reported in the reimbursement request

Deliverable risks / assumptions

- The Equipment / Asset Tracking Tool will contain no more than **thirty (30)** data elements
- All data elements required for mapping and migration must exist within the IntelliGrants system prior to interface development
- MI DNR PRD SME will assist with the data mapping process
- MI DNR PRD will provide information about the data/table relationships within the source system(s)
- MI DNR PRD will provide sample data used to develop the migration process
- Any modifications to the source system data after approval to migrate data into the IntelliGrants system will be required to go through the Change Management process
- An unlimited number of records may be migrated.
- MI DNR PRD will submit data to Agate in an electronic, machine-readable format such .xlsx, .csv, .bak, etc.
- Agate will convert all submitted information into the MI DNR PRD production site only once, unless Agate caused defects exist
- MI DNR PRD is responsible for ensuring submitted data contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **one hundred and twenty (120)** Agate resource hours may be used for the completion of this deliverable. If more than **one hundred and twenty (120)** hours are required, the Service Enhancements budget will be used.

13. SIGMA Interface

Attributes of the deliverable

- Gather and document requirements for the SIGMA interface.
- Design and development of **one (1)** 2-way system interface between the IntelliGrants system and one (1) external system including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g., Web Service, SFTP Batch) that will send data from the IntelliGrants system to the external system or an intermediate system
 - o Development of an automated process (e.g., Web Service, SFTP Batch) that will receive data from the external system into the IntelliGrants system
- Execution of applicable test plans.

Deliverable risks / assumptions

- Limit of one (1) API/File from the IntelliGrants system
- Limit of one (1) API/File to the IntelliGrants system
- All data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development
- MI DNR PRD will provide information related to the preferred structure of each file to be exchanged MI DNR PRD DNR PRD will provide sample import and export files for reference
- MI DNR PRD will make a test site available for testing the interface
- MI DNR PRD will be responsible for all work related to accepting and processing data within the external system and for exporting data from the external system
- MI DNR PRD is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **one hundred and twenty (120)** Agate resource hours may be used for the completion of this deliverable. If more than **one hundred and twenty (120)** hours are required, the Service Enhancements budget will be used.

14. MiLogin Single Sign-On (SSO) Interface

Attributes of the deliverable Include the following:

- The IntelliGrants system will be integrated with the MI DNR MiLogin identity authentication solution
- The interface between the systems will utilize SAML, OAuth 2.0, or OpenID
- Installation of SSO components enabling MI DNR internal users with existing credentials stored in their identity authentication solution to login to the IntelliGrants system without the need to provide additional credentials

Deliverable risks / assumptions

- All data elements required for mapping and interface must exist within the IntelliGrants system prior to SSO development
- A user account must exist within the IntelliGrants system for each user of the system
- MI DNR will be responsible for all work related to processing data within their external SSO system and for exporting data from the external system
- MI DNR is responsible for ensuring that data sent to the IntelliGrants system contains no errors

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Validation of UAT testing by MI DNR on the SSO Authentication components in the Shared Development environment.

15. Service Enhancements

Agate Software will provide additional 100 hours of enhancement services at the request and approval of MI DNR PRD during and after initial system implementation. System Enhancements will be tracked through the Change Management Process. The following non-exhaustive list contains examples of what the Service Enhancements deliverable may be used for.

- Changes to Approved Forms
- Changes to Approved Business Rules
- Changes to Approved Security Roles
- Changes to Approved Workflows
- Tailored system training manuals
- Additional Grant Programs
- Additional Business Meetings - Additional System Interfaces
- Roll over services - defined as making a copy of a current grant program and changing the grant cycle dates for the next grant cycle year (e.g., Changing or rolling over the dates from 2020 to 2021)
- Additional Management Reports
- System Customizations

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is approved and completed. The deliverable contains a maximum of the below hours by resource.

16. Web Cast External User Training

Attributes of the deliverable

- One (1) session of webcast system training for external users, up to four (4) hours in duration
- -Training agenda
- Recording of the provided training session can made available to through the IntelliGrants system

Deliverable risks / assumptions

- Training sessions are limited to five hundred (500) participants
- Training is limited to MI DNR PRD's external users
- MI DNR PRD will be required to supply the meeting/training room, an internet connection, and a projector, if needed

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Documented training curriculum guide and agenda
- Completion of one (1) session of training
- Client Acceptance of training

17. Web Cast Administrative User Training

Attributes of the deliverable

- One (1) session of webcast system training for administrative users, up to four (4) hours
- Training agenda

- Recording of the provided training session can be made available to through the IntelliGrants system

Deliverable risks / assumptions

- Training sessions are limited to five hundred (500) participants
- Training is limited to MI DNR PRD staff
- MI DNR PRD will be required to supply the meeting/training room, an internet connection, and a projector, if needed

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Documented training curriculum and agenda
- Completion of one (1) session of training
- Client Acceptance of training

18. Annual Support

Attributes of the deliverable

- Live help desk support (8:00 am - 8:00 pm EST, Mon. – Fri.), our call center is housed and staffed at our Okemos, Michigan headquarters and can be contacted to discuss product related questions. The helpdesk can be reached toll free at 800-820-1890 or by email at helpdesk@agatesoftware.com.
- Access to our proprietary, online web-based issue resolution tool ProjecTrax which is available 24 hours a day, 7 days a week and 365 days a year for problem reporting and project tracking.
- Weekly system pushes for patches, and bug fixes.
- Quarterly global updates to the IntelliGrants product which affects all customers on the IntelliGrants platform. These updates are outlined in our corresponding quarterly Product Release Notes.

Deliverable risks / assumptions

- For customers that perform their own configuration changes, annual support does not cover customer caused defects by improper use of the system
- This would be added to the Department of Natural Resources Annual Support cost of \$27,860.00.

Annual Support will be invoiced the day the SOM verifies and accepts the IntelliGrants product is installed in a live production environment to include migrated data and once annually, each year thereafter.

19. Annual Hosting

Attributes of the deliverable

- One (1) MI DNR PRD Production environment maintained by Agate; available to MI DNR PRD staff, and external users for production use.
- Promotion of regular configuration updates and quarterly product updates to the production environment
- Network maintenance and administration
- Database server maintenance and administration
- Application server maintenance and administration
- Installation of Automatic Data Warehouse export
- Application and renewal of SSL security certificate for any *.intelligrants.com URL selected by the customer.
- Creation of an @intelligrants.com system email address specific to the customer system

1. System backup information

Data	Data Type	Back-up Frequency	Backup Location(s)
Production Databases	Production Customer Data	<p>Nightly & Point-in-time Production Database backups are retained for 35 days with a restoration capability typically within 5 minutes of a given failure.</p> <p>Long-term Production Database backups are retained as follows: weekly backups are retained for 6 weeks; monthly backups are retained for 12 months, and annual backups retained for 7 years.</p>	<p>Azure US Government Cloud: US GOV Arizona Region US GOV Virginia Region US GOV Texas Region</p>
Data	Data Type	Back-up Frequency	Backup Location(s)
Production Web Servers	Operating System, Website Files, Site Uploads	<p>VM's are backed up once daily at 12:00AM EST with a data retention set as follows: Daily backups are retained for 14 days, weekly backups are retained for 6 weeks, and monthly backups are retained for 12 months, and annual backups retained for 7 years.</p> <p>Disaster Recovery data replication for production Virtual Machines configured for secondary Azure Region. Replication RPO typically lasts between 1min-3min.</p>	<p>Azure US Government Cloud:</p> <p>Primary Region: US GOV Arizona Region</p> <p>Secondary Region: US GOV Virginia Region US GOV Texas Region</p>

Production Firewall	Security configuration(s)	Backed up once daily at 2:00AM EST with a data retention set as follows: Daily backups are retained for 14 days, weekly backups are retained for 6 weeks, and monthly backups are retained for 12 months, and annual backups retained for 7 years.	Azure US Government Cloud: US GOV Arizona Region US GOV Virginia Region
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- In the event of a system restoration, the system can be restored within forty-eight (48) hours

Annual Hosting will be invoiced the day the SOM verifies and accepts the IntelliGrants product is installed in a live production environment to include migrated data and once annually, each year thereafter.

This would be added to the Department of Natural Resources Annual Hosting cost of \$20,000.00, this would be one department wide hosting site.

20. Monthly reporting

Contractor will provide on a monthly basis, no later than the 3rd of each month, a monthly Service Level Agreement report to the DTMB Project Manager of the previous month's uptime.

OUT OF SCOPE

Any requirement or work requested that is not contained in this statement of work or associated contract will be considered out of scope for this engagement. Pricing for out-of-scope work requests is available upon request.

PROJECT METHODOLOGY

Establishment of an Empowered Point of Contact

An IntelliGrants implementation requires at least one designated customer resource (typically the customer Project Manager) to manage customer resources and decisions (e.g., requirements and deliverable signoffs). This resource should expect to commit up to twenty (20) hours per week for the IntelliGrants project during the implementation phase. The empowered Point of Contact must also meet the following criteria:

- Must read and understand the contractual requirements for the project
- Must attend all project meetings
- Must have working knowledge of project management processes
- Must understand the change management process and budget pertaining to the project
- Must have authority to make final decisions regarding IntelliGrants implementation

Scheduling Meetings

Agate Software will coordinate with the assigned customer Project Manager for any meetings requiring key customer resources to be in attendance. Key customer resource availability will be confirmed and approved a minimum of one (1) week prior to the respective meeting. Any unreasonable meeting cancellations, consistent unavailability, and/or delays by assigned customer resources that adversely affect scheduled meetings and/or travel arrangements could affect the overall implementation timeline and may result in additional cost for professional services. Such occurrences will be documented by the Agate Project Lead and brought to the Customer Project Manager's attention for resolution and impact analysis.

ProjecTrax

ProjecTrax is a proprietary web-based software product developed by Agate to facilitate the tracking of tasks and as a document repository. ProjecTrax is accessible by Agate and customer resources and will be used throughout the course of the project. Customer access to ProjecTrax will be limited to key customer resources.

ProjecTrax allows a user to enter a task, provide a description and requested due date. All description text and status updates for a task will be tracked within ProjecTrax. Email notifications can also be sent each time a new message is added or each time a task status is updated.

During the implementation phase, ProjecTrax will be used to inform key customer resources which functional elements of the system are ready for customer design review and UAT. The customer's feedback will be recorded in ProjecTrax. All final approvals of designs and UAT must be recorded by the customer within ProjecTrax.

Project team and stakeholder access to selected project management software, (SOM Azure Dev Ops or Agate ProjecTrax, to be determined by the State), which allows tracking of project tasks, configuration, testing, support, and project status reports

Change Management Process

The Change Management Process is in place to manage customer requirements and/or change requests that are considered “Out of Scope” based on the terms of the current statement of work for the engagement. The Change Management Process is comprised of the steps outlined below.

There are a series of project documents that, once initially approved, may not be changed, and republished without review and approval. These documents are considered “under change control” once initially approved. The goal of Change Management Process is to ensure that only approved changes are made within the project whether to scope, budget, schedule, or quality.

The three components of the Change Management Process are:

- Base-lining project documentation
- Requesting changes to base-lined documentation
- Requesting additional requirements or functionality not initially in scope

The documentation baseline is created as project deliverables are approved by the customer. After this baseline has been defined, any requested changes must be through the Change Management Process. Scope change requests can be a result of changes or additions to the baseline requirements and/or new modifications to the deliverables, activities, or quality standards. For example:

- New business requirements would be additions
- Deciding not to implement components already built would be a deletion
- A reversal of a prior design decision during build and test would be a change (rework)

The Change Management Process allows the project team to make changes to the original baseline. One of the goals of this process is to make definitive decisions so that projects can maintain their momentum. Changes must be actively controlled, as unmanaged changes commonly lead to unsuccessful projects.

1. Customer Identifies Change Request

The Customer Project Sponsor or Customer Project Manager will document the change request as a Task in ProjecTrax. The Agate Team Lead or Project Lead may request that the customer also upload a completed Change Request form to the Task.

2. Agate Reviews ProjecTrax Task

The Agate Team Lead or Project Lead will review the Task. If additional information is requested, the Task can be sent back to the customer via ProjecTrax. The Agate resource may also request a meeting for further clarifications.

3. Agate Analysis and Recommendation

Agate will respond the ProjecTrax Task with analysis comments and recommendations for configuration. The recommendation will include a description of the impact to the budget and timeline.

4. Agate and Customer Review and Negotiation

Based on the information provided by Agate, the customer will make a “Go” or “No Go” decision. That decision may be based on updates that need to be made to the request and negotiations on the cost and time estimates.

5. Agate Develops Task Order

The Task Order will be developed by either the Agate Team Lead or Account Manager. The Task Order will document the work to be performed, acceptance criteria, Agate resources assigned to the Task Order, Agate resources estimated hours, Agate resources estimated cost, total amount to be paid for the Task Order and Task Order acceptance criteria.

Configuration Process

Agate Software will use a phased approach for designing an IntelliGrants configuration for the customer. Although the configuration process can be slightly altered based on the needs of each individual project, the principles used to derive each Project Configuration Methodology are consistent.

Agate Software integrates industry best practices for application configuration, tracking and review. This process was developed and refined using numerous years of project management expertise as a foundation and by using the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) and Software Engineering Institute (SEI) Capability Maturity Model (SEI-CMM) as the baseline sources for project management and systems review. Below are seven (7) Project Phases commonly used in the Project Configuration Methodology:

- Planning Phase (Project Plan/Resource Plan Development)
- Analysis Phase (Requirements Gathering)
- Design Phase (Requirements Documentation and Review)
- Build Phase (Configuration/Testing)
- Configuration Phase (Customer Validation)
- Post-Configuration Phase (Training Phase)
- Annual Support Phase

Although sequential in concept, many of these phases occur repeatedly for each major system functional area. Some system functional areas may be on a different cycle depending on the needs of the project or on stakeholder decisions. There are also conditions under which execution of a phase can be interrupted to recycle through a preceding phase (or phases) to update some aspect of that predecessor phase's deliverables.

Each of the phases consists of one or more tasks and/or activities. The tasks describe what actions and deliverables are necessary to accomplish the phase's objectives. The tasks are composed of sub-tasks and/or activities required to support the output deliverable for each phase. Each of the basic phases has a specific objective or purpose. Each phase assumes specific input(s) and in turn produces specified output(s) or deliverable(s).

Planning, Analysis and Design

Agate Software will start the Planning and Analysis Phases with an onsite meeting to gather information required for the project. The focus of the onsite sessions, directed by Agate Software, is to clarify system requirements typically with the focus on driving the customer from the current “As Is” process to an electronic workflow process.

Following the onsite gathering sessions, an updated Project Plan will be created by Agate Software which includes a listing of all system requirements required to start building the program. Agate Software will incorporate “gated” milestones as a decision point for proceeding to subsequent phases or activities of the project plan which will not begin until approval has been given by the customer. Approval of the deliverables may include design documentation, user specifications or other requirement documentation. However, acceptance of the deliverables by the customer will occur at the gated milestones before moving forward to the next phase. All software configuration and testing work will be directed by the Agate Project Manager/Lead and will take place at Agate Software.

Configuration and Testing

All configuration required for this project follows a strict software configuration methodology adopted by Agate Software to ensure the tasks necessary for this project are completed on time and work properly. This is especially worthwhile to note due to the impact this methodology has on accelerating a project timeline to the benefit of the customer.

Agate Software resources begin the construction of a project in a Shared Development environment hosted by Agate Software. This Shared Development environment is where Agate Software resources will do most of the configuration work for the project, and it will be configured to closely reflect the production environment in which the system will ultimately reside.

Once functionality has been completed, tested, and approved by Agate Software resources on the Shared Development environment, customer resources will be given a URL that will allow for the review of functionality before it is released to the Production environment. This Shared Development site will allow customer resources to perform User Acceptance Testing (UAT) in parallel with Agate Software’s continued configuration efforts on the next approved design specification or requirement. UAT is performed and minor modifications and testing defect corrections are completed.

Documentation and Training

All related documentation such as Customer Staff and Applicant User Manuals can be made available in a chosen format (PDF or MS Word) and accessed within the IntelliGrants system. Customer Staff and Applicant User manuals are technical in nature; they will explain navigation and basic IntelliGrants functionality.

Training resources are essential to the effective and efficient operation of any system. Providing resources with the tools they need to do their activities and giving them training opportunities which allow them to use the system to the full potential are critical elements of success. Training sessions will be designed to focus on specific concepts that will ultimately ensure that the customer and their end-users fully understand how to perform their functions within the system. Agate Software will work with the customer to confirm the final training plan during the Training Phase of the project.

RISKS AND UNKNOWNNS

The following identifies various risks and unknowns that potentially could impact the meeting of project timelines and/or the ultimate success of the project. Solutions to minimize and resolve these risks have been identified below.

Failure by either party to maintain one (1) Primary Point of Contact.

- If one of the parties becomes difficult to contact and decisions are not being made, a meeting will be called to discuss and reappoint a decision maker or discuss alternatives
- Agate and the Customer Sponsor and Project Manager will stop to assess and determine a plan to reinstate a point of contact - Identify on weekly report
- If required decisions are not made according to the project schedule, then identify any impact to cost or schedule

Lack of key customer resources to attend design and status meetings during the project.

- Agate will request vacation and holiday schedule from the customer
- If availability becomes an issue, Agate will communicate this to Customer Project Manager via email - If meetings are missed, Agate will work to reschedule meeting with staff through Customer Project Manager
- If required decisions are not made according to the project schedule, then identify any impact to cost and/or schedule

There is unforeseen turnover of key personnel critical to the success of the project.

- Identify on status reports to customer
- Identify any impact to schedule
- A meeting will be called between Agate and the Customer Project Manager to review and evaluate the impact
- Knowledge transfer sessions will be used to educate the newly identified personnel. The knowledge transfer sessions will be conducted using the project documentation along with secondary key project resources

Failure to follow communication plan agreed to at the onset of the project by the customer and Agate Software.

- Agate will stop and assess. A meeting will be called to determine the issue(s)
- The issue(s) will be reviewed, and suggestions offered to rectify the issue(s)

Failure of both parties to follow the process of entering and updating items in ProjectTrax, or ADO as directed by SOM in a timely manner.

- A meeting will be called to determine the issue(s)
- The issue(s) will be reviewed, and suggestions offered to rectify the issue(s)

Decisions and approvals are not made in a timely manner by the customer resulting on impacting to project timeline.

- A meeting will be called between Agate and the Customer Project Manager to review and evaluate the problem
- Identify any impact to schedule

Customer requests additional functionality that was not included in the original Scope of Work and requires additional costs beyond the original project budget and schedule.

- Agate will request a meeting with the customer and determine a plan to alleviate the risk
- Identify and document new requirements
- Agate will give recommendations on whether the request should be considered; recommendations will be given based on validity of the request and whether the customer should consider existing IntelliGrants functionality which provides better efficiencies.
- If additional functionality is still required, Agate will begin the Change Management Process

Changes requested to designs or configured components after customer approval

- Agate will request a meeting with the customer and determine a plan to alleviate the risk
- Identify and document new requirements
- Agate will give recommendations on whether the request should be considered; recommendations will be given based on validity of the request and whether the customer should consider existing IntelliGrants functionality which provides better efficiencies.
- If changes are still required, Agate will begin the Change Management Process

PRICING/ DELIVERABLES

The below pricing quote is valid for 60 days.

Program			
Waterways/BIGP Program Grants			
Initial Configuration	Qty	Unit Cost	Deliverable Cost
Project Kickoff	1	\$ 1,980.00	\$ 1,980.00
Project Management	1	\$ 1,980.00	\$ 1,980.00
Security Role Setup	1	\$ 1,694.00	\$ 1,694.00
Configuration – Application	1	\$ 23,491.00	\$ 23,491.00
Configuration - Application Review Process	1	\$ 11,157.00	\$ 11,157.00
Configuration - Grant Process	1	\$ 12,219.00	\$ 12,219.00
Configuration - Amendment Process	1	\$ 6,072.00	\$ 6,072.00
Configuration - Progress Report Process	1	\$ 10,170.00	\$ 10,170.00
Configuration - Reimbursement Request	1	\$ 22,276.00	\$ 22,276.00
Configuration - Monitoring/Inspection Process	1	\$ 8,121.00	\$ 8,121.00
Configuration - Closeout Process	1	\$ 2,694.00	\$ 2,694.00
SIGMA Interface	24	\$ 100.00	\$ 2,400.00
Service Enhancements	20	\$ 100.00	\$ 2,000.00
External User Training	1	\$ 264.00	\$ 264.00
Administrative User Training	1	\$ 352.00	\$ 352.00
<i>Initial Configuration Subtotal</i>			\$ 106,870.00
Annual Support & Hosting			
Annual Support	1	\$ 1,600.00	\$ 1,600.00
Annual Hosting	1	\$ 1,000.00	\$ 1,000.00
<i>Annual Support & Hosting Subtotal</i>			\$ 2,600.00
Program Total			\$ 109,470.00

Program			
Snowmobile (MTIGP)			

Initial Configuration	Qty	Unit Cost	Deliverable Cost
Project Kickoff	1	\$ 1,980.00	\$ 1,980.00
Project Management	1	\$ 1,980.00	\$ 1,980.00
Security Role Setup	1	\$ 1,694.00	\$ 1,694.00
Configuration – Application	1	\$ 9,079.00	\$ 9,079.00
Configuration - Application Review Process	1	\$ 4,312.00	\$ 4,312.00
Configuration - Grant Process	1	\$ 4,723.00	\$ 4,723.00
Configuration - Amendment Process	1	\$ 2,347.00	\$ 2,347.00
Configuration - Progress Report Process	1	\$ 3,931.00	\$ 3,931.00
Configuration - Reimbursement Request	1	\$ 8,609.00	\$ 8,609.00
Configuration - Monitoring/Inspection Process	1	\$ 3,139.00	\$ 3,139.00
Configuration - Closeout Process	1	\$ 1,040.00	\$ 1,040.00
Equipment/Asset Tracking Tool	40	\$ 100.00	\$ 4,000.00
SIGMA Interface	24	\$ 100.00	\$ 2,400.00
Service Enhancements	20	\$ 100.00	\$ 2,000.00
External User Training	1	\$ 264.00	\$ 264.00
Administrative User Training	1	\$ 352.00	\$ 352.00
<i>Initial Configuration Subtotal</i>	1		\$ 51,850.00
Annual Support & Hosting			
Annual Support	1	\$ 1,600.00	\$ 1,600.00
Annual Hosting	1	\$ 1,000.00	\$ 1,000.00
<i>Annual Support & Hosting Subtotal</i>			\$ 2,600.00
Program Total			\$ 54,450.00

Program			
ORV (MTIGP)			
Initial Configuration	Qty	Unit Cost	Deliverable Cost
Project Kickoff	1	\$ 1,980.00	\$ 1,980.00
Project Management	1	\$ 1,980.00	\$ 1,980.00
Security Role Setup	1	\$ 1,694.00	\$ 1,694.00
Configuration – Application	1	\$ 9,079.00	\$ 9,079.00

Configuration - Application Review Process	1	\$ 4,312.00	\$ 4,312.00
Configuration - Grant Process	1	\$ 4,723.00	\$ 4,723.00
Configuration - Amendment Process	1	\$ 2,347.00	\$ 2,347.00
Configuration - Progress Report Process	1	\$ 3,931.00	\$ 3,931.00
Configuration - Reimbursement Request	1	\$ 8,609.00	\$ 8,609.00
Configuration - Monitoring/Inspection Process	1	\$ 3,139.00	\$ 3,139.00
Configuration - Closeout Process	1	\$ 1,040.00	\$ 1,040.00
Equipment/Asset Tracking Tool	40	\$ 100.00	\$ 4,000.00
SIGMA Interface	24	\$ 100.00	\$ 2,400.00
Service Enhancements	20	\$ 100.00	\$ 2,000.00
External User Training	1	\$ 264.00	\$ 264.00
Administrative User Training	1	\$ 352.00	\$ 352.00
<i>Initial Configuration Subtotal</i>	1		\$ 51,850.00
Annual Support & Hosting			
Annual Support	1	\$ 1,600.00	\$ 1,600.00
Annual Hosting	1	\$ 1,000.00	\$ 1,000.00
<i>Annual Support & Hosting Subtotal</i>			\$ 2,600.00
Program Total			\$ 54,450.00

Program			
Non-motorized Trail Grants			
Initial Configuration	Qty	Unit Cost	Deliverable Cost
Project Kickoff	1	\$ 1,980.00	\$ 1,980.00
Project Management	1	\$ 1,980.00	\$ 1,980.00
Security Role Setup	1	\$ 1,694.00	\$ 1,694.00
Configuration – Application RIF	1	\$ 9,079.00	\$ 9,079.00
Configuration - Application Review Process	1	\$ 4,312.00	\$ 4,312.00
Configuration - Grant Process	1	\$ 4,723.00	\$ 4,723.00
Configuration - Amendment Process	1	\$ 2,347.00	\$ 2,347.00
Configuration - Progress Report Process	1	\$ 3,931.00	\$ 3,931.00

Configuration - Reimbursement Request	1	\$ 8,609.00	\$ 8,609.00
Configuration - Monitoring/Inspection Process	1	\$ 3,139.00	\$ 3,139.00
Configuration - Closeout Process	1	\$ 1,040.00	\$ 1,040.00
Equipment/Asset Tracking Tool	40	\$ 100.00	\$ 4,000.00
SIGMA Interface	24	\$ 100.00	\$ 2,400.00
Service Enhancements	20	\$ 100.00	\$ 2,000.00
External User Training	1	\$ 264.00	\$ 264.00
Administrative User Training	1	\$ 352.00	\$ 352.00
<i>Initial Configuration Subtotal</i>			\$ 51,850.00
Annual Support & Hosting			
Annual Support	1	\$ 1,600.00	\$ 1,600.00
Annual Hosting	1	\$ 1,000.00	\$ 1,000.00
<i>Annual Support & Hosting Subtotal</i>			\$ 2,600.00
Program Total			\$ 54,450.00

Initial Configuration	Qty	Unit Cost	Deliverable Cost
MiLogin Single Sign-On (SSO) Interface	1	\$16,100.00	\$16,100.00
Project Total			\$ 288,920.00

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

Payment will be made on a satisfactory acceptance of each deliverable basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Brittany Ruff
Constitution Hall
525 W Allegan St

Lansing MI 48933517-284-6113ruffb1@michigan.gov The designated DTMB Project Manager is:

Lewis LaVasseur
DTMB
Constitution Hall
525 W Allegan St
Lansing MI 48933
517-898-4184lavasseurl@michigan.gov

The designated DTMB EPMO Project Manager is:

Linda Zbarcha
DTMB
Constitution Hall

525 W Allegan St
Lansing MI 48933
517-241-1297
zbarchal@michigan.gov

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at:

2214 University Park Drive Okemos MI, 48864

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This purchase order is a release from Contract Number 071B1300072. This purchase order, statement of work, and the terms and conditions of Contract Number 071B1300072 constitute the entire agreement between the State and the Contractor.

PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Resource Names
1	MI DNR implementation	370 days	Wed 1/3/24	Tue 6/3/25	
2	Onsite Project Kickoff Meeting	3 days	Mon 1/8/24	Wed 1/10/24	Jake Tropf,DNR Staff,Agate Staff,Katie
3	Project Installation and Branding	5 days	Mon 1/15/24	Fri 1/19/24	Agate Staff
4	Project Management	19 days	Thu 1/18/24	Tue 2/13/24	
5	First Draft System Role Matrix	3 days	Mon 1/22/24	Wed 1/24/24	Agate Staff
6	MI DNR Review and Feedback of System Role Matrix	3 days	Mon 1/29/24	Wed 1/31/24	
7	Project Management Plan	10 days	Mon 1/29/24	Fri 2/9/24	Jake Tropf
8	Project Management Plan Review	3 days	Wed 1/31/24	Fri 2/2/24	DNR Staff
9	Product Security Role Setup	19 days	Wed 1/31/24	Mon 2/26/24	
10	System Role Matrix update & submit for Final Review	1 day	Fri 2/9/24	Fri 2/9/24	DNR Staff,Agate Staff
11	MI DNR Sign-Off & Approval	5 days	Tue 2/13/24	Mon 2/19/24	DNR Staff
12	Creation of System Roles	3 days	Fri 2/16/24	Tue 2/20/24	Agate Staff
13	MI DNR Testing and Review of Login Roles	5 days	Fri 2/23/24	Thu 2/29/24	DNR Staff
14	MI DNR Sign-Off & Approval	1 day	Thu 2/29/24	Thu 2/29/24	DNR Staff
15	Application Process	56 days	Mon 1/22/24	Mon 4/8/24	
16	WorkFlow Design Approval	2 days	Mon 1/22/24	Tue 1/23/24	DNR Staff
17	Workflow Build	1 day	Wed 1/24/24	Wed 1/24/24	Agate Staff
18	MI DNR Approval of Workflow	2 days	Wed 1/31/24	Thu 2/1/24	DNR Staff
19	Forms Build	20 days	Fri 2/2/24	Thu 2/29/24	Agate Staff
20	Agate System Testing	10 days	Fri 3/1/24	Thu 3/14/24	Agate Staff
21	MI DNR Review/Testing	15 days	Fri 3/15/24	Thu 4/4/24	DNR Staff
22	Updates/Corrections	3 days	Fri 4/5/24	Tue 4/9/24	Agate Staff
23	MI DNR Approval	3 days	Wed 4/10/24	Fri 4/12/24	DNR Staff

ID	Task Name	Duration	Start	Finish	Resource Names
24	Application Review	32 days	Tue 4/9/24	Wed 5/22/24	
25	WorkFlow Design Approval	4 days	Tue 4/9/24	Fri 4/12/24	DNR Staff
26	Workflow Build	5 days	Mon 4/15/24	Fri 4/19/24	Agate Staff
27	MI DNR Approval of Workflow	5 days	Mon 4/22/24	Fri 4/26/24	DNR Staff
28	Forms Build	5 days	Mon 4/29/24	Fri 5/3/24	Agate Staff
29	Agate System Testing	5 days	Mon 5/6/24	Fri 5/10/24	
30	MI DNR Review/Testing	5 days	Mon 5/13/24	Fri 5/17/24	DNR Staff
31	Updates/Corrections	2 days	Mon 5/20/24	Tue 5/21/24	Agate Staff
32	MI DNR Approval	3 days	Wed 5/22/24	Fri 5/24/24	DNR Staff
33	Grant Process	51 days	Thu 5/23/24	Thu 8/1/24	
34	WorkFlow Design Approval	10 days	Thu 5/23/24	Wed 6/5/24	DNR Staff
35	Workflow Build	10 days	Thu 6/6/24	Wed 6/19/24	Agate Staff
36	MI DNR Approval of Workflow	3 days	Thu 6/20/24	Mon 6/24/24	DNR Staff
37	Forms Build	10 days	Tue 6/25/24	Mon 7/8/24	Agate Staff
38	Agate System Testing	3 days	Tue 7/9/24	Thu 7/11/24	Agate Staff
39	MI DNR Review/Testing	5 days	Fri 7/12/24	Thu 7/18/24	DNR Staff
40	Updates/Corrections	5 days	Fri 7/19/24	Thu 7/25/24	Agate Staff
41	MI DNR Approval	5 days	Fri 7/26/24	Thu 8/1/24	DNR Staff
42	Reimbursement Request Process	38 days	Fri 8/2/24	Tue 9/24/24	
43	WorkFlow Design Approval	3 days	Fri 8/2/24	Tue 8/6/24	DNR Staff
44	Workflow Build	3 days	Wed 8/7/24	Fri 8/9/24	Agate Staff
45	MI DNR Approval of Workflow	5 days	Mon 8/12/24	Fri 8/16/24	DNR Staff
46	Forms Build	10 days	Mon 7/15/24	Fri 7/26/24	Agate Staff

ID	Task Name	Duration	Start	Finish	Resource Names
47	Agate System Testing	5 days	Fri 8/2/24	Thu 8/8/24	Agate Staff
48	MI DNR Review/Testing	5 days	Fri 8/9/24	Thu 8/15/24	DNR Staff
49	Updates/Corrections	5 days	Fri 8/16/24	Thu 8/22/24	Agate Staff
50	MI DNR Approval	3 days	Fri 8/23/24	Tue 8/27/24	DNR Staff

51	SIGMA System Interface	32 days	Wed 9/25/24	Thu 11/7/24	
52	Design	2 days	Wed 9/25/24	Thu 9/26/24	DNR Staff
53	MI DNR Approval of Design	1 day	Fri 9/27/24	Fri 9/27/24	Agate Staff
54	Updates	3 days	Mon 9/30/24	Wed 10/2/24	DNR Staff
55	Interface Build	15 days	Thu 10/3/24	Wed 10/23/24	Agate Staff
56	Agate Testing	7 days	Thu 10/24/24	Fri 11/1/24	Agate Staff
57	MI DNR Review/Testing	2 days	Mon 11/4/24	Tue 11/5/24	DNR Staff
58	Updates/Corrections	1 day	Wed 11/6/24	Wed 11/6/24	Agate Staff
59	MI DNR Approval	1 day	Thu 11/7/24	Thu 11/7/24	DNR Staff
60	Progress Report Process	26 days	Fri 11/8/24	Fri 12/13/24	
61	WorkFlow Design Approval	3 days	Fri 11/8/24	Tue 11/12/24	DNR Staff
62	Workflow Build	3 days	Wed 11/13/24	Fri 11/15/24	Agate Staff
63	MI DNR Approval of Workflow	1 day	Mon 11/18/24	Mon 11/18/24	DNR Staff
64	Forms Build	6 days	Tue 11/19/24	Tue 11/26/24	Agate Staff
65	Agate System Testing	2 days	Wed 11/27/24	Thu 11/28/24	Agate Staff
66	MI DNR Review/Testing	5 days	Fri 11/29/24	Thu 12/5/24	DNR Staff
67	Updates/Corrections	3 days	Fri 12/6/24	Tue 12/10/24	Agate Staff
68	MI DNR Approval	3 days	Wed 12/11/24	Fri 12/13/24	DNR Staff
69	Monitoring/Inspection Report Process	30 days	Mon 12/16/24	Fri 1/24/25	

ID	Task Name	Duration	Start	Finish	Resource Names
70	WorkFlow Design Approval	5 days	Mon 12/16/24	Fri 12/20/24	DNR Staff
71	Workflow Build	5 days	Mon 12/23/24	Fri 12/27/24	Agate Staff
72	MI DNR Approval of Workflow	3 days	Mon 12/30/24	Wed 1/1/25	DNR Staff
73	Forms Build	4 days	Thu 1/2/25	Tue 1/7/25	Agate Staff
74	Agate System Testing	2 days	Wed 1/8/25	Thu 1/9/25	Agate Staff
75	MI DNR Review/Testing	5 days	Fri 1/10/25	Thu 1/16/25	DNR Staff
76	Updates/Corrections	3 days	Fri 1/17/25	Tue 1/21/25	Agate Staff
77	MI DNR Approval	3 days	Wed 1/22/25	Fri 1/24/25	DNR Staff
78	Amendment Process	43 days	Mon 1/27/25	Wed 3/26/25	
79	WorkFlow Design Approval	5 days	Mon 8/12/24	Fri 8/16/24	DNR Staff

80	Workflow Build	5 days	Wed 8/14/24	Tue 8/20/24	Agate Staff
81	MI DNR Approval of Workflow	3 days	Fri 8/16/24	Tue 8/20/24	DNR Staff
82	Forms Build	10 days	Mon 8/26/24	Fri 9/6/24	Agate Staff
83	Agate System Testing	4 days	Wed 9/4/24	Mon 9/9/24	Agate Staff
84	MI DNR Review/Testing	5 days	Wed 9/18/24	Tue 9/24/24	DNR Staff
85	Updates/Corrections	3 days	Mon 9/30/24	Wed 10/2/24	Agate Staff
86	MI DNR Approval	3 days	Mon 10/7/24	Wed 10/9/24	DNR Staff
87	Closeout Process	19 days	Thu 3/27/25	Tue 4/22/25	
88	WorkFlow Design Approval	3 days	Thu 3/27/25	Mon 3/31/25	DNR Staff
89	Workflow Build	3 days	Tue 4/1/25	Thu 4/3/25	Agate Staff
90	MI DNR Approval of Workflow	1 day	Fri 4/4/25	Fri 4/4/25	DNR Staff
91	Forms Build	3 days	Mon 4/7/25	Wed 4/9/25	Agate Staff
92	Agate System Testing	2 days	Thu 4/10/25	Fri 4/11/25	Agate Staff

ID	Task Name	Duration	Start	Finish	Resource Names
93	MI DNR Review/Testing	2 days	Mon 4/14/25	Tue 4/15/25	DNR Staff
94	Updates/Corrections	3 days	Wed 4/16/25	Fri 4/18/25	Agate Staff
95	MI DNR Approval	2 days	Mon 4/21/25	Tue 4/22/25	DNR Staff
96	Equipment / Asset Tracking Tool & Data Migration	30 days	Wed 4/23/25	Tue 6/3/25	
97	WorkFlow Design Approval	5 days	Wed 4/23/25	Tue 4/29/25	DNR Staff
98	Workflow Build	5 days	Wed 4/30/25	Tue 5/6/25	Agate Staff
99	MI DNR Approval of Workflow	3 days	Wed 5/7/25	Fri 5/9/25	DNR Staff
100	Forms Build	5 days	Mon 5/12/25	Fri 5/16/25	Agate Staff
101	Agate System Testing	5 days	Mon 5/19/25	Fri 5/23/25	Agate Staff
102	MI DNR Review/Testing	5 days	Mon 5/26/25	Fri 5/30/25	DNR Staff
103	Updates/Corrections	3 days	Mon 6/2/25	Wed 6/4/25	Agate Staff
104	MI DNR Approval	2 days	Thu 6/5/25	Fri 6/6/25	DNR Staff
105	Service Enhancements	370 days	Wed 1/3/24	Tue 6/3/25	
106	Service Enhancements	327 days	Mon 6/12/23	Tue 9/10/24	Agate Staff
107	DNR Administrative Training Manual	11 days	TBD	TBD	Agate Training Team
108	Grantee Training Manual	11 days	TBD	TBD	Agate Training Team
109	Webcast Grantee Training/Videos	3 days	TBD	TBD	Agate Training Team



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 **47**

to

Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2024

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"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$24,188,038.50	\$14,410.00	\$24,202,448.50		

DESCRIPTION

Effective 10/27/23, this Contract is increased by \$14,410.00 and the following amendment is hereby incorporated into the Contract for continuation of enhancements, maintenance and support of DNR's Grants System. \$117,160.00 in funds for this Statement of Work were previously added under Change Notice 45.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MSP	Leslie Wagner	517-284-3214	WagnerL2@michigan.gov
MDARD	Brandon Colby	517-342-4487	colbyb@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: DNR Grants FY24	Period of Coverage: 10/1/2023-9/30/2024
Requesting Department: DNR	Date: 10/27/2023
Agency Project Manager: Lance Brooks	Phone: (517) 284-5971

BACKGROUND:

The State has a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the IntelliGrants™ software. The IntelliGrants™ software is an application that allows state agencies to automate and streamline the grant life cycle. The software allows potential grantees the ability to apply for grants using a web-portal. The portal provides comprehensive information about available grant programs, eligibility requirements, information on grant writing techniques, access to key statistics, and the ability for applicants to look up grant application status. Additionally, IntelliGrants™ also allows the state agencies to automate the workflow required to review, approve, and deny grant applications.

The purpose of this Contract is for ongoing maintenance, enhancements, and hosting options, for the electronic grant management application IntelliGrants™.

PROJECT OBJECTIVE:

The objective of this statement of work is to outline the desired work for the fiscal year 2024 for the DNR Grant system and provide Rollover work, any System Enhancements needed, and Annual Support and Hosting services. The project period will be from October 1st, 2023, to September 30, 2024.

DELIVERABLES:

1. TRUST FUND

- Application
 - Rollover Michigan DNR Trust Fund Application
 - Make necessary changes to the Application
 - Test updated Application
 - The level of effort shall not exceed 37 hours
- Grant
 - Rollover Trust Fund Grant
 - Make the necessary changes to the Grant
 - Test updated Grant
 - The level of effort shall not exceed 23 hours
- Property Acquisition Report
 - Rollover Property Acquisition Report
 - Make the necessary changes to the Report
 - Test updated Report
 - The level of effort shall not exceed 14 hours

STATEMENT OF WORK - IT CHANGE NOTICE

- 5 Year Plan (2024)

 - Rollover 5 Year Plan
 - Make the necessary changes to the Plan
 - Test updated Plan
 - The level of effort shall not exceed 12 hours
- Enhancements
 - Changes to Forms
 - Changes to Business Rules
 - Changes to Security Roles
 - Changes to the Workflow
 - Additional Grant Programs
 - Additional Management Reports
 - The level of effort shall not exceed 20 hours

2. LAND & WATER

- Application
 - Rollover Land and Water Conservation Application
 - Make the necessary changes to the Application
 - Test updated Application
 - The level of effort shall not exceed 37 hours
- Grant
 - Rollover Land and Water Conservation Grant
 - Make the necessary changes to the Grant
 - Test updated Grant
 - The level of effort shall not exceed 23 hours
- Rec PSB (2023)
 - Rollover existing PSB
 - Make necessary changes to the PSB
 - Test updated PSB
 - The level of effort shall not exceed 20 hours
- Enhancements
 - Changes to Forms
 - Changes to Business Rules
 - Changes to Security Roles
 - Changes to the Workflow
 - Additional Grant Programs
 - Additional Management Reports

STATEMENT OF WORK - IT CHANGE NOTICE

- The level of effort shall not exceed 20 hours

3. OUTDOOR REC

- Enhancements
 - Rollover Outdoor Recreation Application
 - Make the necessary changes to the Application
 - Test updated Application
 - Rollover Outdoor Recreation Grant
 - Make the necessary changes to the Grant
 - Test updated Grant
 - Changes to Forms
 - Changes to Business Rules
 - Changes to Security Roles
 - Changes to the Workflow
 - Additional Grant Programs
 - Additional Management Reports
 - The level of effort shall not exceed 70 hours, these hours will be billed as the time is used monthly.

4. REC PASSPORT

- Application
 - Rollover Rec. Passport Application
 - Make the necessary changes to the Application
 - Test updated Application
 - The level of effort shall not exceed 37 hours
- Grant
 - Rollover Rec. Passport Grant
 - Make the necessary changes to the Grant
 - Test updated Grant
 - The level of effort shall not exceed 23 hours
- Local Financial Request
 - Rollover Local Financial Request Report
 - Add Outdoor Recreation & Legacy Partnership Program
 - Make the necessary changes to the Report
 - Test updated Report

STATEMENT OF WORK - IT CHANGE NOTICE

- The level of effort shall not exceed 14 hours
- Enhancements
 - Changes to Forms
 - Changes to Business Rules
 - Changes to Security Roles
 - Changes to the Workflow
 - Additional Grant Programs
 - Additional Management Reports
 - The level of effort shall not exceed 20 hours

5. MARINE SAFETY

- Application
 - Rollover Marine Safety Application
 - Make the necessary changes to the Application
 - Test updated Application
 - The level of effort shall not exceed 37 hours
- Grant
 - Rollover Marine Safety Grant
 - Make the necessary changes to the Grant
 - Test updated Grant
 - The level of effort shall not exceed 23 hours
- Reimbursement
 - Rollover Marine Safety Reimbursement
 - Make the necessary changes to the Reimbursement
 - Test updated Reimbursement
 - The level of effort shall not exceed 14 hours
- Enhancements
 - Changes to Forms
 - Changes to Business Rules
 - Changes to Security Roles
 - Changes to the Workflow
 - Additional Grant Programs
 - Additional Management Reports
 - The level of effort shall not exceed 10 hours

STATEMENT OF WORK - IT CHANGE NOTICE

6. WILDLIFE

- Application
 - Rollover Wildlife Application
 - Make the necessary changes to the Application
 - Test updated Application
 - The level of effort shall not exceed 37 hours
- Grant
 - Rollover Wildlife Grant
 - Make the necessary changes to the Grant
 - Test updated Grant
 - The level of effort shall not exceed 23 hours
- PSB
 - Rollover existing Wildlife Project Construction
 - Make necessary changes to the WH PSB
 - Test updated WH PSB
 - The level of effort shall not exceed 5 hours
- Reimbursement
 - Rollover Wildlife Reimbursement
 - Make the necessary changes to the Reimbursement
 - Test updated Reimbursement
 - The level of effort shall not exceed 14 hours
- Enhancements
 - Changes to Forms
 - Changes to Business Rules
 - Changes to Security Roles
 - Changes to the Workflow
 - Additional Grant Programs
 - Additional Management Reports
 - The level of effort shall not exceed 10 hours

7. INVASIVE

- Application
 - Rollover Invasive Application
 - Make the necessary changes to the Application
 - Test updated Application

STATEMENT OF WORK - IT CHANGE NOTICE

- The level of effort shall not exceed 37 hours
- Grant
 - Rollover Invasive Grant
 - Make the necessary changes to the Grant
 - Test updated Grant
 - The level of effort shall not exceed 23 hours
- PSB
 - Rollover existing Invasive Project Construction
 - Make necessary changes to the IS PSB
 - Test updated IS PSB
 - The level of effort shall not exceed 5 hours
- Reimbursement
 - Rollover Invasive Reimbursement
 - Make the necessary changes to the Reimbursement
 - Test updated Reimbursement
 - The level of effort shall not exceed 14 hours
- Enhancements
 - Changes to Forms
 - Changes to Business Rules
 - Changes to Security Roles
 - Changes to the Workflow
 - Additional Grant Programs
 - Additional Management Reports
 - The level of effort shall not exceed 50 hours

8. FISHERIES HABITAT

- Application
 - Rollover Fisheries Habitat Application
 - Make the necessary changes to the Application
 - Test updated Application
 - The level of effort shall not exceed 37 hours
- Grant
 - Rollover Fisheries Habitat Grant
 - Make the necessary changes to the Grant
 - Test updated Grant
 - The level of effort shall not exceed 23 hours
- PSB
 - Rollover existing Fisheries Habitat Project Construction

STATEMENT OF WORK - IT CHANGE NOTICE

- Make necessary changes to the FH PSB
- Test updated FH PSB
- The level of effort shall not exceed 5 hours
- Reimbursement
 - Rollover Fisheries Habitat Reimbursement
 - Make the necessary changes to the Reimbursement
 - Test updated Reimbursement
 - The level of effort shall not exceed 14 hours
- Enhancements
 - Changes to Forms
 - Changes to Business Rules
 - Changes to Security Roles
 - Changes to the Workflow
 - Additional Grant Programs
 - Additional Management Reports
 - The level of effort shall not exceed 10 hours

ACCEPTANCE CRITERIA: Deliverables will not be considered complete until the Agency Project Manager has formally accepted them in writing.

SPECIFIC DEPARTMENT STANDARDS: Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE: DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued Delivery Order. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by the payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees.

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

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

PROJECT CONTACTS:

STATEMENT OF WORK - IT CHANGE NOTICE

- Jeff Claeys, Account Manager
Agate Software, Inc.
jclaeys@agatesoftware.com
(517) 336-2540
- BJ Harrington, Director of Project Operations
Agate Software, Inc.
bjharrington@agatesoftware.com
(517) 336-2529
- Jake Tropf, Team Leader
Agate Software, Inc.
jtropf@agatesoftware.com
(517) 336-2557
- Lance Brooks, Project Manager
DNR Rec Grants
BrooksL@michigan.gov
(517) 284-5971

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Work is to be performed at Agate Software, Inc., 2214 University Park Drive Suite 102, Okemos, MI, and State of Michigan facilities in Lansing, Michigan. Requests for alternative work locations must be made to the DTMB and Agency Project Manager.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

STATEMENT OF WORK - IT CHANGE NOTICE

PRICING INFORMATION

Program	Annual Work	Qty	Unit Cost	Deliverable Cost
Trust Fund	Application Rollover	37	\$ 110.00	\$ 4,070.00
	Grant Rollover	23	\$ 110.00	\$ 2,530.00
	Property Acquisition Report	14	\$ 110.00	\$ 1,540.00
	5 Year Plan (2024)	12	\$ 110.00	\$ 1,320.00
	Enhancements	20	\$ 110.00	\$ 2,200.00
	<i>Initial Configuration Subtotal</i>	1		\$ 11,660.00
	Annual Support & Hosting			
	Annual Support	1	\$ 3,482.50	\$ 3,482.50
	<i>Annual Support Subtotal</i>			\$ 3,482.50
	Program Total			\$ 15,142.50

Program	Annual Work	Qty	Unit Cost	Deliverable Cost
Land & Water	Application Rollover	37	\$ 110.00	\$ 4,070.00
	Grant Rollover	23	\$ 110.00	\$ 2,530.00
	Rec PSB (2023)	20	\$ 110.00	\$ 2,200.00
	Enhancements	20	\$ 110.00	\$ 2,200.00
	<i>Initial Configuration Subtotal</i>			\$ 11,000.00
	Annual Support & Hosting			
	Annual Support	1	\$ 3,482.50	\$ 3,482.50
	<i>Annual Support Subtotal</i>			\$ 3,482.50
	Program Total			\$ 14,482.50

Program	Annual Work	Qty	Unit Cost	Deliverable Cost
Outdoor Rec	Enhancements	70	\$ 110.00	\$ 7,700.00
	<i>Initial Configuration Subtotal</i>			\$ 7,700.00
	Annual Support & Hosting			
	Annual Support	1	\$ 3,482.50	\$ 3,482.50
	<i>Annual Support Subtotal</i>			\$ 3,482.50
	Program Total			\$ 11,182.50

Program	Annual Work	Qty	Unit Cost	Deliverable Cost
Rec Passport	Application Rollover	37	\$ 110.00	\$ 4,070.00
	Grant Rollover	23	\$ 110.00	\$ 2,530.00
	Local Financial Request	14	\$ 110.00	\$ 1,540.00
	Enhancements	20	\$ 110.00	\$ 2,200.00
	<i>Initial Configuration Subtotal</i>			\$ 10,340.00
	Annual Support & Hosting			
	Annual Support	1	\$ 3,482.50	\$ 3,482.50
	<i>Annual Support Subtotal</i>			\$ 3,482.50
	Program Total			\$ 13,822.50

Program	Annual Work	Qty	Unit Cost	Deliverable Cost
Marine Safety	Application Rollover	37	\$ 110.00	\$ 4,070.00
	Grant Rollover	23	\$ 110.00	\$ 2,530.00
	Reimbursement	14	\$ 110.00	\$ 1,540.00
	Enhancements	10	\$ 110.00	\$ 1,100.00
	<i>Initial Configuration Subtotal</i>			\$ 9,240.00
	Annual Support & Hosting			
	Annual Support	1	\$ 3,482.50	\$ 3,482.50
	<i>Annual Support Subtotal</i>			\$ 3,482.50
	Program Total			\$ 12,722.50

Program	Annual Work	Qty	Unit Cost	Deliverable Cost
Wildlife	Application Rollover	37	\$ 110.00	\$ 4,070.00
	Grant Rollover	23	\$ 110.00	\$ 2,530.00
	PSB	5	\$ 110.00	\$ 550.00
	Reimbursement	14	\$ 110.00	\$ 1,540.00
	Enhancements	10	\$ 110.00	\$ 1,100.00
	<i>Initial Configuration Subtotal</i>			\$ 9,790.00
	Annual Support & Hosting			
	Annual Support	1	\$ 3,482.50	\$ 3,482.50
	<i>Annual Support Subtotal</i>			\$ 3,482.50
	Program Total			\$ 13,272.50

Program	Annual Work	Qty	Unit Cost	Deliverable Cost
Invasive	Application Rollover	37	\$ 110.00	\$ 4,070.00
	Grant Rollover	23	\$ 110.00	\$ 2,530.00
	PSB	5	\$ 110.00	\$ 550.00
	Reimbursement	14	\$ 110.00	\$ 1,540.00
	Enhancements	50	\$ 110.00	\$ 5,500.00
	<i>Initial Configuration Subtotal</i>			\$ 14,190.00
	Annual Support & Hosting			
	Annual Support	1	\$ 3,482.50	\$ 3,482.50
	<i>Annual Support Subtotal</i>			\$ 3,482.50
	Program Total			\$ 17,672.50

Program	Annual Work	Qty	Unit Cost	Deliverable Cost
Fisheries Habitat	Application Rollover	37	\$ 110.00	\$ 4,070.00
	Grant Rollover	23	\$ 110.00	\$ 2,530.00
	PSB	5	\$ 110.00	\$ 550.00
	Reimbursement	14	\$ 110.00	\$ 1,540.00
	Enhancements	10	\$ 110.00	\$ 1,100.00
	<i>Initial Configuration Subtotal</i>			\$ 9,790.00
	Annual Support & Hosting			
	Annual Support	1	\$ 3,482.50	\$ 3,482.50
	<i>Annual Support Subtotal</i>			\$ 3,482.50
	Program Total			\$ 13,272.50

	Annual Support & Hosting			
	Annual Support (overall programs)	8	\$ 3,482.50	\$ 27,860.00
	Annual Hosting	1	\$ 20,000.00	\$ 20,000.00
	<i>Annual Support Subtotal</i>			\$ 47,860.00
	Total			\$ 131,570.00



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 **46**

to

Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2024

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		
\$24,188,038.50	\$0.00	\$24,188,038.50		

DESCRIPTION

Effective 10/23/23, the following amendment is hereby incorporated into the Contract for continuation of enhancements, maintenance and support of MDE's MEGS Plus and NexSys.

No additional funding is needed at this time; existing funds are adequate to support this change. Funds for this Statement of Work were added under Change Notice 45.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MSP	Leslie Wagner	517-284-3214	WagnerL2@michigan.gov
MDARD	Brandon Colby	517-342-4487	colbyb@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: MEGS+/NexSys Applications FY24	Period of Coverage: 10/1/2023-9/30/2024
Requesting Department: MDE	Date: 10/10/2023
Agency Project Manager: Drew Finkbeiner	Phone: 517-284-6984
DTMB Project Manager: Sean Strom	Phone: 517-512-3110

Brief description of services to be provided:

BACKGROUND:

NexSys and MEGS Plus are web application that supports every school district and public-school academy in Michigan, as well as many day care providers, community colleges, and universities. The systems serve about 1,000 public and private organizational entities that employ about 5,000 individual users. The systems handle federal and state grant approvals, accounting for almost \$2 billion dollars, for education related grants for the Michigan Department of Education. In addition to handling federal and states grants for the department, MEGS Plus also manages a selection of grants from the Department of Health and Human Services (DHHS) and the Office Labor and Economic Opportunities (LEO). Throughout the 19- year history of electronic grant management within the department, Agate Software, Inc. has developed three systems to assist in the facilitation of the departments processes around grant and cash management.

These systems include:

- The MEGS application which was developed in 2001 as a custom application.
- CMS, developed as a custom application in 2006, as a replacement for the departments Grants and Cash Management Reimbursement System (GCMRS).
- In 2011, MEGS was replaced by MEGS Plus, a commercial off the shelf (COTS) application with modifications (MODS).
- In 2020, the transition from MEGS Plus and CMS to NexSys, a commercial off the shelf (COTS) application began with the transition scheduled to be complete in 2022.

PROJECT OBJECTIVE:

This project will continue the transition from MEGS Plus to NexSys and will provide maintenance, enhancements, and support for MEGS Plus and NexSys.

SCOPE OF WORK:

Approved tasks, application development, and support for MEGS Plus and NexSys from October 1, 2023, through September 20, 2024.

STATEMENT OF WORK - IT CHANGE NOTICE

1. Annual Support

Attributes of the deliverable

Live help desk support (8:00 am - 8:00 pm EST, Mon. – Fri.), our call center is housed and staffed at our Okemos, Michigan headquarters and can be contacted to discuss product related questions. The helpdesk can be reached toll free at 800-820-1890 or by email at helpdesk@agatesoftware.com.

Access to our proprietary, online web-based issue resolution tool ProjecTrax which is available 24 hours a day, 7 days a week and 365 days a year for problem reporting and project tracking.

Weekly system pushes for patches, and bug fixes.

Quarterly global updates to the IntelliGrants product which affects all customers on the IntelliGrants platform. These updates are outlined in our corresponding quarterly Product Release Notes.

Deliverable risks / assumptions

For customers that perform their own configuration changes, annual support does not cover customer-caused defects by improper use of the system

2. System Maintenance

Agate Software will provide additional enhancement services at the request of MDE during and after initial system implementation. System Enhancements will be tracked through the Change Management Process. The following non-exhaustive list contains examples of what the Service Enhancements deliverable may be used for.

- . Changes to Approved Forms
- . Changes to Approved Business Rules
- . Changes to Approved Security Roles
- . Changes to Approved Workflows
- . Tailored system training manuals
- . Additional Grant Programs
- . Additional Business Meetings
- . Additional System Interfaces
- . Roll over services - defined as making a copy of a current grant program and changing the grant cycle dates for the next grant cycle year (e.g., Changing or rolling over the dates from 2024 to 2025)
- . Additional Management Reports
- . System Customizations

STATEMENT OF WORK - IT CHANGE NOTICE

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. The deliverable contains a maximum of **five thousand (5000)** Agate resource hours.

FY24 Proposed Project Schedule

Title	Requirements Start Date	Requirements Due Date	Developer Requirements Review Date	Development Due Date	First Test Due Date	Go Live Date
2024 ARP Special Education Flowthrough Requirement	3/9/2023	4/20/2023	5/4/2023	6/16/2023	7/3/2023	8/1/2023
2024 Out-Of-School Time (OST) Grants	3/13/2023	5/8/2023	5/22/2023	7/20/2023	8/3/2023	9/15/2023
2024 Trusted Advisors Requirement	4/25/2023	6/7/2023	6/22/2023	8/4/2023	8/18/2023	9/16/2023
2024 Section 31n6 - Behavior Health Providers Requirements	5/9/2023	6/22/2023	7/7/2023	8/18/2023	9/1/2023	10/1/2023
2024 Section 31o - Funding Proposal Report Requirements	5/9/2023	6/22/2023	7/7/2023	8/18/2023	9/1/2023	10/1/2023
2023 GEAR-UP Gaining Early Awareness and Readiness for Undergraduate Program Final Expenditure Report	5/9/2023	6/22/2023	7/7/2023	8/18/2023	9/1/2023	10/1/2023

STATEMENT OF WORK - IT CHANGE NOTICE

2023 Annual Required Non-Privileged User Certification	6/7/2023	7/7/2023	7/21/2023	8/18/2023	9/1/2023	10/1/2023
CNP 2025: OHNS Coord Food App	7/7/2023	9/1/2023	9/18/2023	12/14/2023	1/3/2024	3/1/2024
2025 WIOA IELCE Programs Requirement	7/10/2023	8/21/2023	9/5/2023	10/17/2023	10/31/2023	12/1/2023
2025 WIOA Institutional Programs Requirement	7/10/2023	8/21/2023	9/5/2023	10/17/2023	10/31/2023	12/1/2023
2025 WIOA Instructional Programs Requirement	7/10/2023	8/21/2023	9/5/2023	10/17/2023	10/31/2023	12/1/2023
2024 Sec. 32u BookNook Requirement	7/10/2023	8/21/2023	9/5/2023	10/17/2023	10/31/2023	12/1/2023
2024 Implementing Effective Use of Technology - Cohort 2	8/4/2023	9/18/2023	10/2/2023	11/14/2023	11/30/2023	1/3/2024
2025 Consolidated Application	9/7/2023	11/2/2023	11/17/2023	2/21/2024	3/6/2024	5/1/2024
2025 CTE Perkins Requirement	9/13/2023	10/25/2023	11/8/2023	12/27/2023	1/12/2024	2/11/2024

STATEMENT OF WORK - IT CHANGE NOTICE

CNP 2025: Fresh Fruit and Vegetable Program Requirement	9/19/2023	11/15/2023	12/1/2023	2/2/2024	2/16/2024	4/1/2024
CNP 2025: NSLP Equipment Assistance Grant Requirement	9/19/2023	11/15/2023	12/1/2023	2/2/2024	2/16/2024	4/1/2024
2025 21st CCLC Cohort O Requirement	9/19/2023	11/15/2023	12/1/2023	2/2/2024	2/16/2024	4/1/2024
2025 21st CCLC Cohort M Requirement	9/19/2023	11/15/2023	12/1/2023	2/2/2024	2/16/2024	4/1/2024
2025 21st CCLC Cohort N Requirement	9/19/2023	11/15/2023	12/1/2023	2/2/2024	2/16/2024	4/1/2024
2025 21st CCLC State Activities Requirement	9/19/2023	11/15/2023	12/1/2023	2/2/2024	2/16/2024	4/1/2024
2025 CCS Perkins Requirement	9/20/2023	11/1/2023	11/16/2023	1/5/2024	1/22/2024	2/18/2024
2024 CCS Perkins Final Report	9/20/2023	11/1/2023	11/16/2023	1/5/2024	1/22/2024	2/18/2024
2025 Adult Education IELCE Instructional Initiatives Requirements	10/2/2023	11/14/2023	11/30/2023	1/18/2024	2/1/2024	3/1/2024

STATEMENT OF WORK - IT CHANGE NOTICE

2025 Adult Education Instructional Initiatives Requirement	10/2/2023	11/14/2023	11/30/2023	1/18/2024	2/1/2024	3/1/2024
2025 Adult Education Special Projects Requirement	10/2/2023	11/14/2023	11/30/2023	1/18/2024	2/1/2024	3/1/2024
2025 Adult Education: Section 107 Requirement	10/2/2023	11/14/2023	11/30/2023	1/18/2024	2/1/2024	3/1/2024
2025 Adult Education: Section 107 Special Programs Requirement	10/2/2023	11/14/2023	11/30/2023	1/18/2024	2/1/2024	3/1/2024
2025 Adult Education: Section 107	10/2/2023	11/14/2023	11/30/2023	1/18/2024	2/1/2024	3/1/2024
Supplemental Funding Requirement						
2024 GEAR-UP Gaining Early Awareness and Readiness for Undergraduate Program Interim Rpt	10/2/2023	11/14/2023	11/30/2023	1/18/2024	2/1/2024	3/1/2024
2024 Adult Education: Section 107 Final Report	10/2/2023	11/14/2023	11/30/2023	1/18/2024	2/1/2024	3/1/2024

STATEMENT OF WORK - IT CHANGE NOTICE

2024 Adult Education: Section 107 Special Programs Final Report	10/2/2023	11/14/2023	11/30/2023	1/18/2024	2/1/2024	3/1/2024
2024 Adult Education: Section 107 Supplemental Final Report	10/2/2023	11/14/2023	11/30/2023	1/18/2024	2/1/2024	3/1/2024
2024 Section 310 - Funding Application Requirements	10/3/2023	11/15/2023	12/1/2023	1/19/2024	2/2/2024	3/2/2024
2024 Summer Migrant Requirement	10/31/2023	12/15/2023	1/4/2024	2/16/2024	3/4/2024	4/1/2024
2024 Section 31a Annual Program & Fiscal Report Requirement	11/15/2023	1/4/2024	1/19/2024	3/4/2024	3/18/2024	4/15/2024
2025 GSRP Acceptance of Funds	11/30/2023	2/1/2024	2/15/2024	4/12/2024	4/26/2024	6/9/2024
2024 Sec 32p Grants - State Aid IER	12/1/2023	1/4/2024	1/19/2024	2/16/2024	3/4/2024	3/31/2024
2024 Sec 32p(4) - Home Visiting IER	12/1/2023	1/4/2024	1/19/2024	2/16/2024	3/4/2024	3/31/2024

STATEMENT OF WORK - IT CHANGE NOTICE

2025 Early On	12/5/2023	1/23/2024	2/6/2024	3/20/2024	4/3/2024	5/1/2024
2025 Homeless Students Grant Requirement	12/5/2023	1/23/2024	2/6/2024	3/20/2024	4/3/2024	5/1/2024
2025 Special Education - Preschool Requirement	12/5/2023	1/23/2024	2/6/2024	3/20/2024	4/3/2024	5/1/2024
2025 Special Education- Flowthrough Requirement	12/5/2023	1/23/2024	2/6/2024	3/20/2024	4/3/2024	5/1/2024
2024 Section 41 Program Report	12/5/2023	1/23/2024	2/6/2024	3/20/2024	4/3/2024	5/1/2024
2024 GSRP Final Expenditure Report	12/7/2023	2/8/2024	2/23/2024	4/19/2024	5/3/2024	6/15/2024
2024 Nonpublic School Reimbursement Section 152b - On Hold	12/19/2023	2/6/2024	2/21/2024	4/3/2024	4/17/2024	5/15/2024
2025 Implementing Effective Use of Technology	1/10/2024	2/23/2024	3/8/2024	4/19/2024	5/3/2024	6/1/2024
2025 Special Education General Supervision Grant Requirement	1/10/2024	2/23/2024	3/8/2024	4/19/2024	5/3/2024	6/1/2024

STATEMENT OF WORK - IT CHANGE NOTICE

2025 Title I Regional Assistance	1/10/2024	2/23/2024	3/8/2024	4/19/2024	5/3/2024	6/1/2024
Grant Requirement						
2024 Equity & Diversity in Education Workforce Grant Requirement	1/10/2024	2/23/2024	3/8/2024	4/19/2024	5/3/2024	6/1/2024
CNP 2025: School Breakfast Expansion Grant Requirements	2/7/2024	3/21/2024	4/4/2024	5/16/2024	5/31/2024	7/1/2024
2023 32p(4) Home Visiting Carryover FER	2/7/2024	3/21/2024	4/4/2024	5/16/2024	5/31/2024	7/1/2024
2023 Sec 32p Grants - Carryover FER	2/7/2024	3/21/2024	4/4/2024	5/16/2024	5/31/2024	7/1/2024
2024 ARP Homeless II Final Report	2/8/2024	3/8/2024	3/22/2024	4/19/2024	5/3/2024	6/1/2024
2026 GSRP Head Start Demographics Requirement	2/9/2024	4/8/2024	4/22/2024	6/18/2024	7/3/2024	8/15/2024
CNP 2025: CACFP - Family Day Care Homes Requirement	2/9/2024	4/8/2024	4/22/2024	6/18/2024	7/3/2024	8/15/2024

STATEMENT OF WORK - IT CHANGE NOTICE

2024 Homeless Final Report	3/7/2024	4/4/2024	4/18/2024	5/16/2024	5/31/2024	6/30/2024
2025 Early On - State School Aid Section 54d Requirement	3/11/2024	4/22/2024	5/6/2024	6/18/2024	7/3/2024	8/1/2024
2025 Early On Activity Projects Interagency Requirement	3/11/2024	4/22/2024	5/6/2024	6/18/2024	7/3/2024	8/1/2024
2025 Sec 32p Grants - State Aid Application Requirement	3/11/2024	4/22/2024	5/6/2024	6/18/2024	7/3/2024	8/1/2024
2025 Sec 32p(4) - Home Visiting Requirement	3/11/2024	4/22/2024	5/6/2024	6/18/2024	7/3/2024	8/1/2024
2025 State Intervention Services Requirement	3/11/2024	4/22/2024	5/6/2024	6/18/2024	7/3/2024	8/1/2024
CNP 2025: 10 Cents a Meal for Michigan Kids and Farms	3/11/2024	4/22/2024	5/6/2024	6/18/2024	7/3/2024	8/1/2024
CNP 2025: TEFAP/CSFP Requirement	3/11/2024	4/22/2024	5/6/2024	6/18/2024	7/3/2024	8/1/2024
2024 Early On - State School Aid Section 54d Carryover FER	3/11/2024	4/22/2024	5/6/2024	6/18/2024	7/3/2024	8/1/2024

STATEMENT OF WORK - IT CHANGE NOTICE

2024 Early On - State School Aid Section 54d FER	3/11/2024	4/22/2024	5/6/2024	6/18/2024	7/3/2024	8/1/2024
2024 Sec 32p Grants - State Aid FER	3/11/2024	4/22/2024	5/6/2024	6/18/2024	7/3/2024	8/1/2024
2024 Sec 32p(4) - Home Visiting FER	3/11/2024	4/22/2024	5/6/2024	6/18/2024	7/3/2024	8/1/2024
2025 GSRP Implementation Plan	3/13/2024	5/8/2024	5/22/2024	7/22/2024	8/5/2024	9/15/2024
2025 Title I, Part A Comparability Requirement	3/14/2024	5/9/2024	5/23/2024	7/23/2024	8/6/2024	10/1/2024
2025 Section 21(h) Partnership	3/19/2024	4/30/2024	5/14/2024	6/27/2024	7/12/2024	8/9/2024
Districts Requirement						
2025 MI School Data Management	4/8/2024	5/6/2024	5/20/2024	6/18/2024	7/3/2024	8/1/2024
2025 Sec 22m Technology Regional Data Hubs Grant - State Grant	4/8/2024	5/6/2024	5/20/2024	6/18/2024	7/3/2024	8/1/2024

STATEMENT OF WORK - IT CHANGE NOTICE

2025 Anti-Bullying Policy - PA 478 Cyberbullying	4/8/2024	5/6/2024	5/20/2024	6/18/2024	7/3/2024	8/1/2024
2025 Adult Education: Section 107 Special Programs - Interim Report Requirement	4/8/2024	5/6/2024	5/20/2024	6/18/2024	7/3/2024	8/1/2024
2024 Special Education-IDEA GFI Final Report	4/8/2024	5/6/2024	5/20/2024	6/18/2024	7/3/2024	8/1/2024
2025 Michigan College/University Partnership Program (MICUP) Requirement	4/10/2024	5/22/2024	6/6/2024	7/22/2024	8/5/2024	9/1/2024
2025 Morris Hood, Jr. Educator Development Program (MHED) Requirement	4/10/2024	5/22/2024	6/6/2024	7/22/2024	8/5/2024	9/1/2024
2025 Section 41 Bilingual Education Requirement	4/10/2024	5/22/2024	6/6/2024	7/22/2024	8/5/2024	9/1/2024
2025 Select Student Support Services (4S) Requirement	4/10/2024	5/22/2024	6/6/2024	7/22/2024	8/5/2024	9/1/2024

STATEMENT OF WORK - IT CHANGE NOTICE

2025 Special Education-IDEA Grant Funded Initiatives Requirement	4/10/2024	5/22/2024	6/6/2024	7/22/2024	8/5/2024	9/1/2024
2024 Adult Education IELCE Instructional Initiatives Final Report	4/10/2024	5/22/2024	6/6/2024	7/22/2024	8/5/2024	9/1/2024
2024 Instructional Initiatives Final Report	4/10/2024	5/22/2024	6/6/2024	7/22/2024	8/5/2024	9/1/2024
2024 MI College/University Partnership Program (MICUP) Final Report	4/10/2024	5/22/2024	6/6/2024	7/22/2024	8/5/2024	9/1/2024
2024 Morris Hood, Jr. Educator Development Program (MHED) Final Report	4/10/2024	5/22/2024	6/6/2024	7/22/2024	8/5/2024	9/1/2024
2024 Select Student Support Services (4S) Final Report	4/10/2024	5/22/2024	6/6/2024	7/22/2024	8/5/2024	9/1/2024
2024 Special Projects Final Report	4/10/2024	5/22/2024	6/6/2024	7/22/2024	8/5/2024	9/1/2024
2024 WIOA IELCE Final Report	4/10/2024	5/22/2024	6/6/2024	7/22/2024	8/5/2024	9/1/2024

STATEMENT OF WORK - IT CHANGE NOTICE

2024 WIOA Institutional Final Report	4/10/2024	5/22/2024	6/6/2024	7/22/2024	8/5/2024	9/1/2024
2024 WIOA Instructional Final Report	4/10/2024	5/22/2024	6/6/2024	7/22/2024	8/5/2024	9/1/2024
2025 MiSTEM Network Region Grant - State Grant	4/17/2024	5/30/2024	6/13/2024	7/29/2024	8/12/2024	9/7/2024
2025 Annual Required Certifications	4/22/2024	5/20/2024	6/4/2024	7/3/2024	7/18/2024	8/15/2024
2025 Emergency Operations Plan - Requirements	5/8/2024	6/6/2024	6/21/2024	7/22/2024	8/5/2024	9/1/2024
2025 GEAR-UP Gaining Early Awareness and Readiness for Undergraduate Program Requirement	5/9/2024	6/24/2024	7/9/2024	8/20/2024	9/3/2024	10/1/2024
2025 MI Comprehensive Literacy State Development Project	5/9/2024	6/24/2024	7/9/2024	8/20/2024	9/3/2024	10/1/2024
2025 Nonpublic School Membership Report	5/9/2024	6/24/2024	7/9/2024	8/20/2024	9/3/2024	10/1/2024

STATEMENT OF WORK - IT CHANGE NOTICE

2025 Section 99h - State Grant	5/14/2024	6/27/2024	7/12/2024	8/23/2024	9/6/2024	10/4/2024
2025 MiSTEM Advisory Council Grants - State Grant	5/30/2024	7/15/2024	7/29/2024	9/9/2024	9/23/2024	10/19/2024
2026 GSRP Funding Application (formally CNA Requirement	5/30/2024	7/29/2024	8/12/2024	10/7/2024	10/21/2024	12/1/2024
2024 Consolidated Performance Report	6/7/2024	7/9/2024	7/23/2024	8/20/2024	9/3/2024	10/1/2024
2024 ARP Homeless I Final Report	6/7/2024	7/9/2024	7/23/2024	8/20/2024	9/3/2024	10/1/2024

STATEMENT OF WORK - IT CHANGE NOTICE

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them.

Agate includes but are not limited to the following:

- Software Maintenance and Support:
 - o Troubleshoot production problems; make recommendations for improvements.
 - o System Updates.
 - o Issue Resolution
- Complete the software development lifecycle for approximately 100 applications and reports listed in APPENDIX A. Applications must be completed by the Development Due Date listed in DevOps for the work to be considered on time and complete as per the Service Level Agreement in the master contract. The Development Due Date can change based on MDE not being able to provide program office approved requirements on or before the Requirements Due Date. In this case, the Development Due Date will be adjusted by the corresponding number of days that the requirements surpass the Requirements Due Date.

ACCEPTANCE CRITERIA

Acceptance will be provided through electronic written approval through DevOps. All defects identified in application testing by MDE will be entered into and tracked in DevOps as Bugs and will be remediated by the VENDOR at no additional cost to MDE, per the master agreement.

PAYMENT SCHEDULE

Maintenance and Operations Costs

The parties agree to add up to \$500,000 for maintenance and operations services, to be billed at a blended hourly rate of \$110.00. Payment will be made monthly. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

STATEMENT OF WORK - IT CHANGE NOTICE

MDE	Term: 10/1/2023-9/30/2024	Cost
	System Maintenance (5000 hours at \$110/hr.)	\$550,000.00
	Annual Support	\$50,000.00
	Total	\$600,000.00

SPECIFIC DEPARTMENT STANDARDS:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Name: Drew Finkbeiner
 Department: SOM MDE
 Address: JOHN HANNAH BLDG, Lansing, MI
 Phone Number: 517-284-6984
 Email Address: FinkbeinerD@michigan.gov

The designated DTMB Project Manager is:

Name: Sean Strom
 Department: SOM DTMB
 Address: JOHN HANNAH BLDG, Lansing, MI
 Phone Number: 517.512.3110
 Email Address: StromS@michigan.gov

The designated Vender (Agate Software) Project Manager is:

Name: BJ Harrington
 Department: Director of Project Operations
 Address: 2214 University Park Dr. Okemos, MI 48864
 Phone Number: 517-336-2529
 Email Address: bjharrington@agatesoftware.com

Name: Nicholas Keinath
 Department: Project Lead
 Address: 2214 University Park Dr. Okemos, MI 48864
 Phone Number: 517-336-2537
 Email Address: nkeinath@agatesoftware.com

STATEMENT OF WORK - IT CHANGE NOTICE

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work remote, unless otherwise required.

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

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This purchase order is a release from Contract Number 071B1300072. This purchase order, statement of work, and the terms and conditions of Contract Number 071B1300072 constitute the entire agreement between the State and the Contractor.



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 **45**
 to
 Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2024
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		
\$22,679,562.50	\$1,508,476.00	\$24,188,038.50		

DESCRIPTION

Effective 8/21/2023, this Contract is increased by \$1,508,476.00 to cover the following agency costs through 9/30/2024.
 Department of Natural Resources (DNR) - \$117,160.00
 Michigan State Police (MSP) GCSO - \$47,730.00
 Michigan Department of Health and Human Services (MDHHS) - \$45,000.00
 Michigan Department of Education (MDE) - \$600,000.00
 Michigan State Housing Development Authority (MSHDA) - \$595,000.00
 Labor and Economic Opportunity (LEO) MARS - \$49,100.00
 Labor and Economic Opportunity (LEO) KCP - \$54,486.00

State Administrative Board approval occurred on 9/24/2020. Michigan State Housing Development Authority (MSHDA) approval occurred separately.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MSP	Leslie Wagner	517-284-3214	WagnerL2@michigan.gov
MDARD	Brandon Colby	517-342-4487	colbyb@michigan.gov



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

CONTRACT CHANGE NOTICE

Change Notice Number **44**
 to
 Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 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 checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		September 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$22,617,562.50	\$62,030.00	\$22,679,592.50		

DESCRIPTION

Effective July 19, 2023, the fourth of five option years is executed for Agate 071B1300072. The new Contract expiration date is 9/30/2024. This Contract is increased by \$62,030.00 and the following amendment incorporated into the Contract to cover costs for Michigan State Police (MSP) OHSP through 9/30/2024.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MSP	Leslie Wagner	517-284-3214	WagnerL2@michigan.gov
MDARD	Brandon Colby	517-342-4487	colbyb@michigan.gov



Date: May 18, 2023

Submitted to:

Michigan State Police
Office of Highway Safety Planning

Attention:

Emily Shinevar
Planning and Administration Section Manager
Office of Highway Safety Planning

Title:

OHSP Fiscal Year 24

Cost Proposal Quote

Submitted by:

Agate Software, Inc.
Jeff Claeys
2214 University Park Dr., Suite 102
Okemos, MI 48864
Ph: (517) 336-2540
Fax (517) 492-0452
jclaeys@agatesoftware.com





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High Level Price Chart

MSP OHSP	Term: 10/1/2023-9/30/2024	Cost
	System Maintenance and Support	\$11,280.00
	Annual Hosting	\$12,250.00
	Service Enhancements	
	(MGX)	\$38,500.00
	Total	\$62,030.00

System Maintenance Support and Annual Hosting are billed as an up-front deliverable to be paid on or before the agencies term date of October 1, 2023, and run until September 30, 2024.

Service Enhancements will be billed on a Time and Materials basis. Services must be dependent upon mutually agreed upon statement(s) of work between Agate and the State of Michigan. Once agreed to, Agate must not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this contract. The purchase order will be available but not billed against until the agency signs the statement of work and agrees to the work Agate is to complete. Having the purchase order set up at the beginning of the fiscal year will alleviate any procurement timing issues. Agate Software will provide service enhancements at the request of OHSP, and invoicing will be sent on the 1st of each month as service configuration work is performed.





Project Deliverables

MAGIC+ Rollovers

1. Highway Safety Grant

- Highway Safety Grant
- Make necessary changes/enhancements to the Application
- Test updated Application
- The level of effort shall not exceed 50 hours

2. OHSP Financial Status Report

- Rollover Financial Status Report
- Make necessary changes to the Financial Status Report
- Test updated Financial Status Report
- The level of effort shall not exceed 35 hours

3. OHSP Progress Report

- Rollover Progress Report
- Make necessary changes to the Report
- Test updated Report
- The level of effort shall not exceed 15 hours

4. OHSP Enforcement Report

- Rollover Enforcement Report
- Make necessary changes to the Report
- Test updated Report
- The level of effort shall not exceed 15 hours

Professional Services Enhancements

5. MGX Enhancements

Agate Software will provide additional enhancement services at the request of OHSP. Additional work will be time and materials based and invoicing will be sent on the 1st of each month as service configuration work is performed. This section includes up to 235 hours for enhancements outside of the Annual Support. The following list is an example of what changes would be covered under service enhancements.





Planned work for FY24:

- Equipment Tracking Tool
- Truck Grant Build
- Registration work
- Amendments work

Examples of other potential work:

- Changes to Forms
- Changes to Business Rules
- Changes to Security Roles
- Changes to the Workflow
- Additional Grant Programs
- Additional Management Reports
- Any additional Roll over services- Rollover services are defined as making a copy of a current grant program and changing the dates for the next grant cycle year (e.g., Changing or rolling over the dates from 2023 to 2024)

Agate must receive formal written approval from the Michigan State Police Office of Highway Safety Planning (OHSP) prior to performing any work under this service contract. That approval/authorization will be in the form of a signed Statement of Work.

Annual Support

6. Annual Support term October 1, 2023, through September 30, 2024.

Billing

The fees for this engagement include an annual recurring fee for Support. The Annual recurring fees shall be billed once per year. The annual term will begin October 1, 2023, and go on through September 30, 2024.

Annual Hosting

7. Annual Hosting term October 1, 2023, through September 30, 2024.

Billing





The fees for this engagement include an annual recurring fee for Hosting. The Annual recurring fees shall be billed once per year. The annual term will begin October 1, 2023, and go on through September 30, 2024.

Detailed Pricing Information

ID	Deliverable	Description	Cost
1	Highway Safety Grant	<ul style="list-style-type: none"> Rollover existing application and make necessary changes Test updated rollover 	\$5,500.00
2	OHSP FSR	<ul style="list-style-type: none"> Rollover existing report and make necessary changes Test updated report 	\$3,850.00
3	OHSP Progress Report	<ul style="list-style-type: none"> Rollover existing report and make necessary changes Test updated rollover 	\$1,650.00
4	OHSP Enforcement Report	<ul style="list-style-type: none"> Rollover existing reports and make necessary changes Test updated rollover 	\$1,650.00
5	MAGIC+ Enhancements	<ul style="list-style-type: none"> Additional Professional Services for any unforeseen MSP requested work. To be billed at \$110/hour. 	\$25,850.00
			\$38,500.00
6	Annual Support	Annual Support Term 10/1/2023 through 9/30/2024	\$11,280.00
7	Annual Hosting	Annual Hosting Term 10/1/2023 through 9/30/2024	\$12,250.00
TOTAL			\$62,030.00





Assumptions

- Travel and expenses are not reimbursable under the terms of this agreement.
- Work is to be performed at Agate Software, Inc. and MSP as needed
- Expected contractor work hours and conditions: 8:00am-5:00pm EST
- Meetings and Calls that fall under Annual Support work will not be billed
- Meetings and Calls that fall under Time and Materials work will be billed

Acceptance Criteria

Specific acceptance criteria for software enhancements will be included in each Statement of Work.

The following criteria apply to software enhancement deliverables:

- Beta software is not accepted as final deliverable.
- MDTMB will review the software enhancements for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery and operation.
- Approvals will be written and signed by Agency/MDTMB Project Manager as identified in applicable statement of work. Unacceptable issues will be documented and submitted to the
- Contractor. After issues are resolved or waived, the Contractor will resubmit software for approval.
- Software enhancements are installed and configured in appropriate environment (e.g. development, test, pre-live, live). Contingency plans and de-installation procedures and software are provided by Contractor and approved by the Agency/MDTMB Project Managers as identified in applicable statement of work.
- Contractor will successfully test software enhancements in the development environment before moving the enhancement to the test and pre-live environments for final software testing by Agency/MDTMB. Approvals will be written and signed by Agency/MDTMB Project Managers.





- Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit test software, data, and results for approval. Only after successful State testing in the test and pre-live area will the enhancement be implemented in the production environment. This implementation should occur at an agreed upon time during non-business hours, such as late evenings or weekends.

Electronic written approval from MSP and DTMB is to serve as acceptance for tasks to ensure the system performs as its intended function.

User acceptance testing is conducted at various stages throughout the project. Agate expects MSP to perform user acceptance testing for each of the deliverables that are not documentation in the scope of work. Final user acceptance testing is also expected to be performed by the due date in the project schedule.





Payment Schedule

Agate will provide a payment schedule based on the project schedule and project deliverables once the estimates above are approved by DTMB and MSP.

Payment terms are net 45 days from issuance of approved invoices. Invoices for all fees are to be issued on the 1st of each month. "Draft" Invoices will be sent to the agency project manager and DTMB project manager for approval. The agency will respond to Agate within 10 business days with an approval or any questions. Once there is an approval Invoice, Agate will send to DTMB Accounts Payable for payment.

Project Contacts

- Jeff Claeys, Account Manager
Agate Software, Inc.
jclaeys@agatesoftware.com
(517) 336-2540
- B.J. Harrington, Project Manager
Agate Software, Inc.
bjharrington@agatesoftware.com
(517) 336-2529
- Emily Shinevar, Planning and Administration Section Manager
MSP Office of Highway Safety Planning
shinevare@michigan.gov
(517) 275-1024





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 **43**
 to
 Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 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		
\$22,617,562.50	\$0.00	\$22,617,562.50		

DESCRIPTION

Effective July 14, 2023, this Contract has been amended as follows:

- The attached SOW is hereby incorporated into this Contract for development of a Criminal Assessment Fees Management System / COMP web application. The total cost is \$30,000.00. Existing funds are adequate to support this change.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MSP	Leslie Wagner	517-284-3214	WagnerL2@michigan.gov
MDARD	Brandon Colby	517-342-4487	colbyb@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: MDHHS-ENT-Court Assessment Data Collection-DEV	Period of Coverage: 6/19/23-9/29/23
Requesting Department: MDHHS-Division of Victim Services	Date: 6/21/23
Agency Project Manager: Nick Sekmistrz	Phone: 517-230-3549
DTMB Project Manager: Duane Kerkstra	Phone: 248-660-0132

Brief description of services to be provided:

Development of a Criminal Assessment Fees Management System / COMP web application which automates the capture of criminal assessment fees (via Court Assessment documents) for each month from each of the roughly 300 courts in the State of Michigan. The system includes data entry screens from courts, year-end and monthly reporting by court, creation of System Security Plan, [MiLogin] MDHHS Database Security Application (DSA) integration for court user authorization, user security for courts using MiLogin, and creation of training videos and job aids and processing a data feed from SIGMA to process Treasury data. Estimated project duration is 4 months.

BACKGROUND:

The Crime Victim Rights Team within the Division of Victim Services (DVS) is responsible for managing deposits into the State Crime Victim Fund from trial courts throughout the State of Michigan. Courts provide DVS with monthly statements of deposits followed by ACH deposits to the Michigan Department of Treasury (Treasury) at a later date. These deposits are frequently delayed resulting in payments received out of monthly sequence or multiple months of payments bundled together in a single ACH deposit. Monthly deposit statements are then provided by Treasury to DVS. Presently, DVS staff must manually reconcile these statements and deposits which requires a significant amount of staff time and creates opportunities for human error.

DVS currently uses Intelligrants IGX for other administrative purposes and the Division desires to use this software to build a system that provides deposit tracking, reconciliation, and reporting data to the Crime Victim Rights Team.

PROJECT OBJECTIVE:

This project will eliminate the need to complete time-consuming manual financial reconciliations and manually compiling reporting data. Additionally, the elimination of manual processing will increase the accuracy of work and allow for automated tracking of past-due deposits along with reducing the potential for human error.

SCOPE OF WORK:

Development of a Criminal Assessment Fees Management System / COMP web application which automates the capture of criminal assessment fees (via Court Assessment documents) for each month from each of the roughly 300 courts in the State of Michigan. The system includes data entry screens from courts, year-end and monthly reporting by court, creation of System Security Plan, DSA integration for court user authorization, user security for courts using MiLogin, and creation of training videos and job aids and processing a data feed from SIGMA to process Treasury data. Estimated project duration is 4 months.

Workflow Design and Build Levels

- Level 1 Workflow Design

- o Design of up to ten (10) documented workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.

- Level 1 Workflow Build

- o Configuration of up to ten (10) workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.

- Level 2 Workflow Design

- o Design of Up to thirty (30) documented workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Up to two (2) custom SQL instances.

- Level 2 Workflow Build

- o Configuration of up to thirty (30) workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Programming of up to two (2) custom SQL instances.

- Level 3 Workflow Design

- o Design of Up to fifty (50) documented workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Up to five (5) custom SQL instances.

- Level 3 Workflow Build

- o Configuration of up to fifty (50) workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Programming of up to five (5) custom SQL instances.

Form Design and Build Levels

- Level 1 Form Design & Build

- o Design and configuration of up to twenty (20) data fields, up to a total of ten (10) business rules (error checks, warnings, and arithmetic calculations) and PDF version of the form. Form build does not include data-driven fields or custom SQL.

- Level 2 Form Design & Build

o Design and configuration of up to forty (40) data fields, fifteen (15) business rules (error checks, warnings, and arithmetic calculations) and PDF version of the form. Form build includes either data-driven fields OR custom SQL.

- Level 3 Form Design & Build

o Configuration of up to eighty (80) data fields, thirty (30) business rules (error checks, warnings, and algebraic calculations) and PDF version of the form. Form build includes both data-driven fields and custom SQL.

Project will be managed and documented using State of Michigan Microsoft Azure DevOps to facilitate the tracking of tasks. State of Michigan Microsoft SharePoint shall be used as the Project's document repository. The State of Michigan will provide Agate staff with access to these systems.

TASKS:

Technical support is required to assist with the following tasks:

Requirements gathering

Functional Design

System Design

QA testing

Participation in status, security, and Usability meetings to comply with SOM standards.

Coordination with existing MDHHS and court systems

Integration with DSA

DELIVERABLES:

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

- SOM SUITE Documentation
- Weekly project status meeting
- Meetings necessary to comply with SOM Security and Accessibility standards.
- A Criminal Assessment Fees Management System that integrates with DSA and provides data entry screens from courts, year-end and monthly reporting by courts, including processing a data feed from SIGMA to reconcile Treasury data.
- MiLogin Integration
- Training videos and job aids
- Subdomain Product Installation

- Attributes of the deliverable;
 - Installation of the IntelliGrants product subdomain in the existing DHHS Shared Development environment.
 - Installation of the IntelliGrants product subdomain in the existing DHHS UAT environment.
 - Installation of a system interface with Sam.gov, used for validating and automating user registrations.
 - Installation of a system interface with Grants.gov used by the MI DHHS to seek federal funding opportunities.
 - Installation of a system interface with USPS, used for validating address information.
 - Installation of the automated Data Warehouse Export;
 - Implementation of a SQL database export for MI DHHS
 - Database will be located on the Agate Software hosted secure FTP folder (directory) and will be accessible by a user account created specifically for MI DHHS
 - Database export will be exported to the web folder one time per day
 - SQL database export will include all IntelliGrants configured “form pages”, and user profiles transposed into database tables
- Deliverable Risks/Assumptions;
 - MI DHHS will be responsible for all actions pertaining to the Data Warehouse database after it has been successfully exported from the IntelliGrants system.
- Sign-off and invoicing of the deliverable is contingent upon the following;
 - Ability for MI DHHS staff to access the Shared Development environment.
- Court Assessment Data Collection
- Attributes of the deliverable;
 - Design and configuration of one (1) level 1 workflow for the Court Assessment process.
 - Design and configuration of the Court Assessment document template including the following:
 - Up to four (4) level 1 form design and build
 - Up to two (2) level 2 form design and build
 - Additional subdomain will be created under the main DHHS domain;

- System security role definition documented through the Security Role Matrix.
- Creation of Requirements Traceability Matrix.
- System security role setup for DHHS and external user organizations.
- Existing treasury interface will be leveraged;
 - If a new interface is required there will be additional cost.

ACCEPTANCE CRITERIA:

A web-based application that meets the department goal of eliminating the need to complete manual financial reconciliations and compiling of reporting data. Additionally, automated tracking of past-due deposits.

PROJECT CONTROL AND REPORTS:

A planning sprint will be held at the beginning of the project to create a backlog of user stories and refine enough user stories to fill the first two sprints. Development sprints will last 2 weeks. Daily sprint meeting will be held for the purpose of reporting the previous day's project activities, the current day's planned project activities and any impediments to progress. Sprint planning meetings will be held at the beginning of each sprint for the purpose of grooming the sprint backlog and refining additional user stories for additional sprints. A sprint demonstration will be held at the end of each sprint to provide the business owner and stakeholders with an update on the progress made during the previous sprint. Sprint retrospectives will be held at the end of each sprint to discuss how to improve successive sprints. A weekly progress report will be submitted to the stakeholders by the DTMB Project Manager throughout the life of this project.

SPECIFIC DEPARTMENT STANDARDS:

MDHHS and DTMB standards will be followed as outlined in Master Contract.

PAYMENT SCHEDULE:

Payment will be made on a Time and Materials basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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

The total value of this SOW will not exceed \$30,000.00 for an anticipated 250 hours in vendor support. The State is under no obligation to fully utilize the full value or all hours.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager (aka Agency Product Owner) is:

Nick Sekmistrz

Phone: 517-230-3549

The designated DTMB Project Manager is:

Duane Kerkstra

Phone: 248-660-0132

AGENCY RESPONSIBILITIES:

Attend meetings as scheduled.

Provide project relevant information.

Provide acceptance of project work and documentation.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at:

2214 University Park Dr. Suite 102

Okemos, MI 48864

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This purchase order is a release from Contract Number 071B1300072 This purchase order, statement of work, and the terms and conditions of Contract Number 071B1300072 constitute the entire agreement between the State and the Contractor.

PROJECT PLAN:

The current plan is to begin the project 6/19/23/23 and complete the work by 9/29/23. Additional details will be developed when the project begins.



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 **42**
 to
 Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 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"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$22,117,562.50	\$500,000.00	\$22,617,562.50		

DESCRIPTION

Effective May 24, 2023, this Contract has been amended as follows:

- This Contract has been increased by \$500,000.00 per the attached SOW.
- The attached SOW is hereby incorporated into this Contract to continue the transition from MEGS Plus to NexSys as well as provide maintenance, enhancements, and support for MEGS Plus and NexSys.
- The previous total ESTIMATED AGGREGATE CONTRACT VALUE was incorrect due to errors made on Change Notices 3-14. The errors resulted in an overestimation of \$586,610.00. The CURRENT VALUE has been corrected and reduced to \$22,117,562.50.

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 5/23/2023.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MSP	Leslie Wagner	517-284-3214	WagnerL2@michigan.gov
MDARD	Brandon Colby	517-342-4487	colbyb@michigan.gov



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

Project Title: NexSys	Period of Coverage: 10/01/2022-09/30/2023
Requesting Department: Department of Education	Date: 3/16/2023
Agency Project Manager: Drew Finkbeiner	Phone: 517.241.6984
DTMB Project Manager: Sean Strom	Phone: 517.512.3110

1. BACKGROUND

NexSys and MEGS Plus are web application that supports every school district and public-school academy in Michigan, as well as many day care providers, community colleges, and universities. The systems serve about 1,000 public and private organizational entities that employ about 5,000 individual users. The systems handle federal and state grant approvals, accounting for almost \$2 billion dollars, for education related grants for the Michigan Department of Education. In addition to handling federal and states grants for the department, MEGS Plus also manages a selection of grants from the Department of Health and Human Services (DHHS) and the Office Labor and Economic Opportunities (LEO).

Throughout the 19-year history of electronic grant management within the department, Agate Software, Inc. has developed three systems to assist in the facilitation of the departments processes around grant and cash management. These systems include:

- The MEGS application which was developed in 2001 as a custom application.
- CMS, developed as a custom application in 2006, as a replacement for the departments Grants and Cash Management Reimbursement System (GCMRS).
- In 2011, MEGS was replaced by MEGS Plus, a commercial off the shelf (COTS) application with modifications (MODS).
- In 2020, the transition from MEGS Plus and CMS to NexSys, a commercial off the shelf (COTS) application began with the transition scheduled to be complete in 2022.

2. PROJECT OBJECTIVE

This project will continue the transition from MEGS Plus to NexSys and will provide maintenance, enhancements, and support for MEGS Plus and NexSys.

3. SCOPE OF WORK

Approved tasks, application development, and support for MEGS Plus and NexSys from October 1, 2022 through September 20, 2023.

4. DELIVERABLES

Deliverables will no be considered complete until the Agency Project Manager, or designee, has formally accepted the task.

Agate include but are not limited to the following:

- Software Maintenance and Support:
 - Troubleshoot production problems; make recommendations for improvements;
 - System Updates;
 - Issue Resolution

5. ACCEPTANCE CRITERIA

Acceptance will be provided through electronic written approval through DevOps. All defects identified in application testing by MDE will be entered into and tracked in DevOps as Bugs and will be remediated by the VENDOR at no additional cost to MDE, per the master agreement.

6. PAYMENT SCHEDULE

Maintenance and Operations Costs

The parties agree to add up to \$500,000 for maintenance and operations services, to be billed at a blended hourly rate of \$100.00.

Payment will be made on a monthly basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

7. EXPENSES

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

8. PROJECT CONTACTS:

The designated Agency (MDE) Project Manager is:

Name: Drew Finkbeiner
Department: SOM MDE
Address: JOHN HANNAH BLDG, Lansing, MI
Phone Number: 517-284-6984
Email Address: FinkbeinerD@michigan.gov

The designated DTMB Project Managers are:

Name: Sean Strom
Department: SOM DTMB
Address: JOHN HANNAH BLDG, Lansing, MI
Phone Number: 517.512.3110
Email Address: StromS@michigan.gov



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

CONTRACT CHANGE NOTICE

Change Notice Number **41**
 to
 Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 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		
\$22,658,542.50	\$45,630.00	\$22,704,172.50		

DESCRIPTION

Effective March 24, 2023, this Contract has been amended as follows:

- This Contract has been increased by \$45,630.00 per the attached SOW.
- The attached SOW is hereby incorporated into this Contract to modify Change Notice 30 to recognize 507 unused hours and transfer remaining hours to the Project Scope 17 Service Enhancements services and to remove reference to the ProjectTrax software product.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MSP	Leslie Wagner	517-284-3214	WagnerL2@michigan.gov
MDARD	Brandon Colby	517-342-4487	colbyb@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: MDHHS's Division of Victim Services IntelliGrants IGX Grants Management System (DVSGMS)	Period of Coverage: 03/01/23-Contract End Date
Requesting Department: DTMB AS MDHHS Admin & Dept Solutions	Date: 02/22/2023
Agency Project Manager: Nicholas Sekmistrz	Phone: 517-230-3549
DTMB Project Manager: Duane Kerkstra	Phone: 248-660-0132

Brief description of services to be provided:

Amend Change Notice (CN) #30 to reflect:

1. Project Scope 17 Service Enhancements continued services.
2. Modify the CN#30 Change Management process software tool.

BACKGROUND:

This Amendment is entered into between The State of Michigan, Department of Technology, Management and Budget (the "State" or "DTMB") and AGATE SOFTWARE INC, ("Contractor") relating to a certain Contract # 071B1300072, for Maintenance, Support and Enhancements to MDHHS Intelligrants IGX (DVSGMS).

This Amendment is effective 03/01/2023. Capitalized terms, if not otherwise defined in this Amendment, shall have the same meaning as set forth in Contract # 071B1300072, dated October 1, 2010 and subsequent Contract Change Notices ("CCN").

WHEREAS the parties agree to amend CN#30 to apply remaining deliverable hours to support ongoing Service Enhancements activities and to modify the Change Management process. All other Contract Terms and Conditions remain in effect.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

PROJECT OBJECTIVE:

Recognize 507 unused hours from the CN#30 Project Scope IntelliGrants Initial Configuration items and transfer remaining hours to the Project Scope 17 Service Enhancements services.

Amend the CN#30 to remove reference to the ProjecTrax software product. The functionality for application change tracking and documentation, including task assignment and approvals, remains applicable and functionality will be leveraged with the State's Azure DevOps environment.

SCOPE OF WORK:

The Contractor must continue to provide services as described within CN#30, specifically for the Project Scope item for 17. Service Enhancements.

- Service Enhancements support ongoing Maintenance and Operations of implemented DVSGMS functionality and are classified by the State for ongoing activities triggered by changes in federal and state regulations, evolving business needs, improving business processes for alignment with strategic objectives.
- Service Enhancements are at the direction of the DTMB Project Manager in collaboration with and in support of the Agency Project Manager following MDHHS IT Executive Governance. Enhancements may include support of implemented IntelliGrants Initial Configuration items.
- Service Enhancements services are supplemental to and in addition of the Support and Hosting services as outlined within the Contract. Support and Hosting services must continue as described with MDHHS DVSGMS Annual fees recognized in CN#36.

Project Scope items are listed below to recognize completed items. The remaining 507 hours will apply to item #17 Service Enhancements:

IC#	QTY	Billing Option	IntelliGrants Initial Configuration (IC)	Deliverable Amount	Invoiced Amount	Remaining Amount	Remaining QTY
1	1	Deliverable	Product Software License	\$0.00	\$0.00		
2	1	Deliverable	IGX Product Installation	\$30,000.00	\$30,000.00		
3	1	Deliverable	Project Kickoff Meeting	\$6,480.00	\$6,480.00		
4	1	Deliverable	Product Branding	\$1,080.00	\$1,080.00		
5	1	Deliverable	Project Management	\$16,200.00	\$16,200.00		
6	1	Deliverable	Product Security Role Setup	\$5,940.00	\$5,940.00		
7	248	Hours not to exceed*	Configuration: Grant Record Forms	\$22,320.00	\$22,290.30	\$29.70	0
8	684	Hours not to exceed*	Configuration: Program Reporting	\$61,560.00	\$61,560.00	\$0.00	0
9	50	Hours not to exceed*	Configuration: OVCPMT Excel Import (VOCA)	\$4,500.00	\$4,380.30	\$119.70	1
10	120	Hours not to exceed*	Equipment Tracking	\$10,800.00	\$7,830.00	\$2,970.00	33
11	80	Hours not to exceed*	EGRAMS Integration (VOCA) <i>11/21/22: Increased 80 hours here from SIGMA Integration (VOCA)</i>	\$7,200.00		\$7,200.00	80
11	134	Hours not to exceed*	EGRAMS Integration (VOCA)	\$12,060.00	\$17,062.20	-\$5,002.20	-56
12	134	Hours not to exceed*	EGRAMS Integration (VAWA)	\$12,060.00	\$11,835.00	\$225.00	3
13	-80	Hours not to exceed*	SIGMA Integration (VOCA) <i>11/21/22: Decreased 80 hours to eGRAMS Integration</i>	-\$7,200.00		-\$7,200.00	-80
13	134	Hours not to exceed*	SIGMA Integration (VOCA)	\$12,060.00	\$1,350.00	\$10,710.00	119
14	134	Hours not to exceed*	SIGMA Integration (VAWA)	\$12,060.00		\$12,060.00	134
15	1	Deliverable	Single Sign-On (SSO) Authentication	\$10,800.00	\$10,800.00		
16	180	Hours not to exceed*	Management Reports <i>(PO issued at a QTY of 360 hrs)</i>	\$32,400.00	\$7,920.00	\$24,480.00	272
17	240	Hours not to exceed*	Service Enhancements	\$21,600.00	\$21,562.20	\$37.80	0
18	1	Deliverable	MI DHHS Staff Training Manual	\$6,120.00	\$6,120.00		
19	1	Deliverable	External User Training Manual	\$4,320.00	\$4,320.00		
20	1	Deliverable	Webcast External User Training	\$2,160.00	\$2,160.00		
21	1	Deliverable	Onsite/Virtual CVSC Staff Training	\$2,160.00	\$2,160.00		
22	1	Deliverable	Annual Support (FY22)	\$20,000.00	\$20,000.00		
23	1	Deliverable	Annual Hosting (FY22)	\$25,000.00	\$25,000.00		
Grand Total				\$331,680.00	\$286,050.00	\$45,630.00	507
<i>*All hourly services will be billed on a Time and Materials basis.</i>							

CN#7 included the value of this SOW; this SOW is a zero add to the Aggregate Contract Value.

PAYMENT SCHEDULE:

Invoiced on a time and materials basis on the 1st of each month as work is completed, as outlined in CN # 30.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Nicholas Sekmistrz, MDHHS Agency Owner

DHHS – VOCA

SekmistrzN2@michigan.gov

517-230-3549

The designated DTMB Project Manager is:

Duane Kerkstra, DTMB AS MDHHS Business Relationship Manager

DTMB – AS, MDHHS ADS

kerkstrad@michigan.gov

248-660-0132



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 **40**

to

Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 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		
\$22,239,959.50	\$418,583.00	\$22,658,542.50		

DESCRIPTION

Effective 10/26/2022, this Contract is hereby increased by \$418,583.00 and the following amendment is incorporated adding MDARD to the Contract.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 10/25/2022.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: MDARD Grants Management System	Period of Coverage: To Be Determined
Requesting Department: Michigan Department of Agriculture and Rural Development (MDARD)	Date: 7/6/2022
Agency Project Manager: Brandon Colby	Phone: 517-342-4487
DTMB Project Manager: To Be Determined	Phone: To Be Determined

BACKGROUND:

The Michigan Department of Agriculture and Rural Development is a state agency comprised of seven divisions. The grant programs for the Agriculture Development Division (AgD), the economic development arm of the department, include Value Added & Regional Food Systems, Rural Development Fund, Specialty Crop Block, Food & Ag Investment, One-time and Farm Innovation. AgD currently manages 192 active multi-year grant agreements with a value of over \$23 million. In, 2021, the AgD Grants Team processed 140 grant financial reimbursements, 332 competitive grant applications, and established more than 50 grant agreements.

PROJECT OBJECTIVE:

The project objective is to develop a new grants system to help in managing MDARD grant programs from Request for Proposal to closing out a grant award. The system will help manage applicant, grant and grantee information. The system will help with data management, financial review assistance, and active grant monitoring. The system will support the development of an electronic grant application submission, competitive application review process, and management of awarded grant projects.

SCOPE OF WORK:

The vendor will perform tasks and provide deliverables as detailed below to ensure a complete Grants Management System.

STATEMENT OF WORK - IT CHANGE NOTICE

TASKS:

The tasks to be performed include but are not limited to the following:

- Software Maintenance and Support:
 - Troubleshoot production problems; make recommendations for improvements
 - System Updates
 - Issue Resolution
- Enhancements where programming, configuration and testing against specifications provided by the State including but not limited to the following:
 - Maintaining and supporting the current Grants Management System annually.
 - Development of new grant programs to support department initiatives.
 - Software updates due to state or federal mandates

DELIVERABLES:

MDARD implementation of a Grants Management System will conform to the following criteria and additionally meet the requirements listed in REQUIREMENTS – TABLE 1.

Deliverables will not be considered complete until the MDARD Agency Project Manager, or designee, has formally accepted the task.

Any changes to an approved design or configuration must go through the Change Management Process.

Workflow Design and Build Levels

- Level 1 Workflow Design
 - Design of up to ten (10) documented workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 1 Workflow Build
 - Configuration of up to ten (10) workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 2 Workflow Design

STATEMENT OF WORK - IT CHANGE NOTICE

- Design of Up to thirty (30) documented workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Up to two (2) custom SQL instances.
- Level 2 Workflow Build
 - Configuration of up to thirty (30) workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Programming of up to two (2) custom SQL instances.
- Level 3 Workflow Design
 - Design of Up to fifty (50) documented workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Up to five (5) custom SQL instances.
- Level 3 Workflow Build
 - Configuration of up to fifty (50) workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Programming of up to five (5) custom SQL instances.

Form Design and Build Levels

- Level 1 Form Design & Build
 - Design and configuration of up to twenty (20) data fields, up to a total of ten (10) business rules (error checks, warnings, and arithmetic calculations) and PDF version of the form. Form build does not include data-driven fields or custom SQL.
- Level 2 Form Design & Build
 - Design and configuration of up to forty (40) data fields, fifteen (15) business rules (error checks, warnings, and arithmetic calculations) and PDF version of the form. Form build includes either data-driven fields OR custom SQL.
- Level 3 Form Design & Build
 - Configuration of up to eighty (80) data fields, thirty (30) business rules (error checks, warnings, and algebraic calculations) and PDF version of the form. Form build includes both data-driven fields and custom SQL.

MDARD will receive a perpetual, non-exclusive IntelliGrants, version IGX Enterprise License governed by the terms of the associated license agreement.

STATEMENT OF WORK - IT CHANGE NOTICE

An Enterprise License entitles the customer to the following:

- Unlimited number of users
- Full system support, including both Tier 1 (external users) and Tier 2 (customer staff)
- Unlimited document storage when using the Agate Cloud Hosting Service
- Ability to configure unlimited security roles
- Sam.gov system interface used for DUNS/SAM # verification
- Grants.gov system interface used by customers to seek additional funding opportunities
- USPS system interface used to validate address information
- Microsoft Bing Maps GIS interface
- Public Opportunity Portal allowing users the ability to view current and upcoming funding programs without needing to register for the solution
- Multi factor authentication
- Daily Data Warehouse export
- Ability to configure unlimited workflow processes
- Weekly configuration push
- System allows for the installation of additional system domains (e.g., departments, divisions)

Deliverable Assumptions include the following:

- The provided IntelliGrants IGX License Agreement must be signed prior to any work on additional deliverables being started

Sign-off and invoicing of the deliverable is contingent upon the following:

- IntelliGrants IGX License agreement has been signed by MDARD

1. Product Installation

Attributes of the deliverable

- Installation of the IntelliGrants product in an Agate hosted Shared Development environment
- Installation of the IntelliGrants product in an Agate hosted UAT environment
- Installation of a system interface with Sam.gov, used for validating and automating user registrations
- Installation of a system interface with Grants.gov used by the MDARD to seek federal funding opportunities
- Installation of a system interface with USPS, used for validating address information

STATEMENT OF WORK - IT CHANGE NOTICE

- Configuration of multi factor authentication methods
- Installation of the automated Data Warehouse Export
- Implementation of a SQL database export for MDARD
- Database will be located on the Agate Software hosted secure FTP folder (directory) and will be accessible by a user account created specifically for MDARD
- Database export will be exported to the web folder one time per day
- SQL database export will include all IntelliGrants configured “form pages”, and user profiles transposed into database tables

Sign-off and invoicing of the deliverable is contingent upon the following:

- Ability for MDARD staff to access the Shared Development environment

2. Onsite Project Kickoff

Attributes of the deliverable

Onsite Business Analysis which includes the following:

- Project Scope Validation
- Product Demonstration
- Project Planning (Timeline and Resources)
- Project Roles and Responsibilities
- Definition and Documentation of Business Process Workflows via Microsoft Visio
- Definition of System Security Roles
- Three (3) days onsite with two (2) Agate Software Resources

Deliverable Pre-requisites include the following:

- Signed Statement of Work
- Signed License Agreement
- Purchased IntelliGrants License

Sign-off and invoicing of the deliverable is contingent upon the following:

- Onsite Project Kickoff Meeting Completed

3. Project Management

Attributes of the deliverable

STATEMENT OF WORK - IT CHANGE NOTICE

- Creation of the project schedule
- Creation of the communication plan
- Creation of the resource plan
- MDARD access to the project management software, ProjectTrax, which allows tracking of project tasks, configuration, testing, support, and project status reports

Sign-off and invoicing of the deliverable is contingent upon the following:

- Delivery of project schedule
- Delivery of communication plan
- Delivery of resource plan

4. Product Branding

Attributes of the deliverable

- Creation of a system header banner based on MDARD provided materials such as an existing logo
- Application of system color scheme made up of a Heading Color, Sub-Heading Color, Highlight Color, Accent Color, Auxiliary Color, Primary Text Color and Secondary Text Color

Deliverable Risks/Assumptions

- MDARD will be given two (2) rounds of branding review and changes prior to being finalized

Sign-off and invoicing of the deliverable is contingent upon the following:

- Final branding applied to Shared Development environment

5. Product Security Role and Profile Configuration

Attributes of the deliverable

- System security role definition documented through the Security Role Matrix
- System security role setup for MDARD and external user organizations
- Design and configuration of the user and organization profiles including the following:
 - Up to **one (1) level 2** form design and build
 - Up to **five (5)** additional user profile fields
 - Up to **five (5)** additional organization profile fields

Sign-off and invoicing of the deliverable is contingent upon the following:

STATEMENT OF WORK - IT CHANGE NOTICE

- MDARD ability to login as each of the newly created security roles

6. Configuration: Application Process

Attributes of the deliverable

- Design and configuration of one (1) level 3 workflow for the application process including electronic signature capability
- Design and configuration of the application document templates for the Value Added & Regional Food Systems, Rural Development Fund, Specialty Crop Block, Food & Agriculture Investment, One-time, and Farm Innovation grant programs including the following:
 - o Automatic user assignment properties
 - o Document creation agreement language
 - o Document identification number format
 - o Program description
 - o Document form template configuration including the following:
 - Up to fourteen (14) level 1 form design and build
 - Up to four (4) level 2 form design and build
 - Up to One (1) level 3 form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MDARD of the application templates configuration listed within this deliverable in the Agate Shared Development environment

7. Configuration: Application Review Process

Attributes of the deliverable

- Design and configuration of the application review components within the existing application document template(s) including the following:
 - o Reviewer Conflict of Interest language
 - o Configuration of the review questions, answers and scores using the IntelliGrants review functionality
 - o Document form template configuration including the following:
 - Up to four (4) level 1 form design and build
 - Up to two (2) level 2 form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MDARD of the application review configuration listed within this deliverable in the Agate Shared Development environment

STATEMENT OF WORK - IT CHANGE NOTICE

8. Configuration: Agreement Process

Attributes of the deliverable

- Design and configuration of the agreement components within the existing application document template(s) including the following:
 - o Electronic signature capability
 - o Document form template configuration including the following:
 - Up to six (6) level 1 form design and build
 - Up to three (3) level 2 form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MDARD of the agreement configuration listed within this deliverable in the Agate Shared Development environment

9. Configuration: Performance Report Process

Attributes of the deliverable

- Design and configuration of one (1) level 1 workflow for the performance report process
- Design and configuration of the performance report document template including the following:
 - o Electronic signature capability
 - o Automatic user assignment properties
 - o Document creation agreement language
 - o Document identification number format
 - o Document form template configuration including the following:
 - Up to three (3) level 1 form design and build
 - Up to two (2) level 2 form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MDARD of the performance report template configuration listed within this deliverable in the Agate Shared Development environment

10. Configuration: Expenditure Report Process

Attributes of the deliverable

- Design and configuration of one (1) level 2 workflow for the expenditure report process

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- Design and configuration of the expenditure report document template including the following:

- o Electronic signature capability
- o Automatic user assignment properties
- o Document creation agreement language
- o Document identification number format
- o Document form template configuration including the following:
 - Up to four (4) level 1 form design and build
 - Up to two (2) level 2 form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MDARD of the performance report template configuration listed within this deliverable in the Agate Shared Development environment

11. Configuration: Site Visit Process

Attributes of the deliverable

- Design and configuration of one (1) level 1 workflow for the performance report process
- Design and configuration of the performance report document template including the following:
 - o Electronic signature capability
 - o Automatic user assignment properties
 - o Document creation agreement language
 - o Document identification number format
 - o Document form template configuration including the following:
 - Up to three (3) level 1 form design and build
 - Up to two (2) level 2 form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MDARD of the performance report template configuration listed within this deliverable in the Agate Shared Development environment

12. Configuration: Amendment Process

Attributes of the deliverable

- Design and configuration of the amendment components within the existing application document template(s) including the following:

STATEMENT OF WORK - IT CHANGE NOTICE

- o Electronic signature capability
 - o Document form template configuration including the following:
 - Up to two (2) level 1 form design and build
 - Up to one (1) level 2 form design and build
- Sign-off and invoicing of the deliverable is contingent upon the following:
- Validation of UAT by MDARD of the amendment configuration listed within this deliverable in the Agate Shared Development environment

13. Configuration: Closeout Process

Attributes of the deliverable

- Design and configuration of the closeout components within the existing application document template(s) including the following:
 - o Document form template configuration including the following:
 - Up to one (1) level 1 form design and build
 - Up to one (1) level 2 form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MDARD of the closeout configuration listed within this deliverable in the Agate Shared Development environment

14. Management Reporting

IntelliGrants reports return data from the system into an on-screen, paginated, tabular or chart format. These reports typically contain calculations or logic that are performed at the time of report execution in the system.

Attributes of the deliverable include the following reports

- Application Scores by Grant
 - Application Scores by JEC Reviewer
 - Recommended Projects and Alternatives
 - Grant Retention Report
 - Grant Closeout Report
-
- Each report may contain up to four (4) search filters
 - Each report may contain up to fifteen (15) data elements
 - Each report may be exported in xlsx format

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

STATEMENT OF WORK - IT CHANGE NOTICE

- Validation of UAT testing by MDARD on the management reporting components in the Shared Development environment.

15. SIGMA System Interface

Attributes of the deliverable

- Design and development of **one (1)** 2-way system interface between the IntelliGrants system and the SIGMA financial system including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g., Web Service, SFTP Batch) that will send data from the IntelliGrants system to the external system or an intermediate system
 - o Development of an automated process (e.g., Web Service, SFTP Batch) that will receive data from the external system into the IntelliGrants system
- Limit of one (1) API/File from the IntelliGrants system
- Limit of one (1) API/File to the IntelliGrants system
- All data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development
- MDARD will provide information related to the preferred structure of each file to be exchanged
- MDARD will provide sample import and export files for reference
- MDARD will make a test site available for testing the interface
- MDARD will be responsible for all work related to accepting and processing data within the external system and for exporting data from the external system
- MDARD is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **one hundred and forty (140)** Agate resource hours may be used for the completion of this deliverable. If more than **one hundred and forty (140)** hours are required, the Service Enhancements budget will be used.

16. Michigan Cashiering and Receivable System (MiCaRS) System Interface

Attributes of the

deliverable

STATEMENT OF WORK - IT CHANGE NOTICE

- Design and development of **one (1)** 2-way system interface between the IntelliGrants system and the Michigan Cashiering and Receivable System (MiCaRS) system including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g., Web Service, SFTP Batch) that will send data from the IntelliGrants system to the external system or an intermediate system
 - o Development of an automated process (e.g., Web Service, SFTP Batch) that will receive data from the external system into the IntelliGrants system
- Limit of one (1) API/File from the IntelliGrants system
- Limit of one (1) API/File to the IntelliGrants system
- All data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development
- MDARD will provide information related to the preferred structure of each file to be exchanged
- MDARD will provide sample import and export files for reference
- MDARD will make a test site available for testing the interface
- MDARD will be responsible for all work related to accepting and processing data within the external system and for exporting data from the external system
- MDARD is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **one hundred and forty (140)** Agate resource hours may be used for the completion of this deliverable. If more than **one hundred and forty (140)** hours are required, the Service Enhancements budget will be used.

17. Data Migration

Attributes of the deliverable

- Mapping of data elements from the source system(s) to those within the IntelliGrants system
- Migration of external user organization's profile information (e.g., name, address, phone number)
- Migration of document data elements including applications, agreements, and post award reports
- Data will be migrated from up to two (2) data sources. One (1) data source will contain grantee organization information and one (1) data source will contain grant related data
- All data elements required for mapping and migration must exist within the IntelliGrants system prior to data migration
- MDARD SME will assist with the data mapping process

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- MDARD will provide information about the data/table relationships within the source system(s)
- MDARD will provide sample data used to develop the migration process

- Any modifications to the source system data after approval to migrate data into the IntelliGrants system will be required to go through the Change Management process
- An unlimited number of records may be imported
- MDARD will submit data to Agate in an electronic, machine-readable format such .xlsx, .csv, .bak, etc.
- Individual users will not be migrated into the system. They will be required to register and associated with one or more of the migrated organizations
- Agate will convert all submitted information into the MDARD production site only once, unless Agate caused defects exist
- MDARD is responsible for ensuring submitted data contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **one hundred and thirty-six (136)** Agate resource hours may be used for the completion of this deliverable. If more than **one hundred and thirty-six (136)** hours are required, the Service Enhancements budget will be used.

18. Single Sign-On (SSO) Interface

Attributes of the deliverable

- The IntelliGrants system will be integrated with the MDARD identity authentication solution (e.g., Active Directory, SAML)
- Installation of SSO components enabling MDARD internal users with existing credentials stored in their identity authentication solution to login to the IntelliGrants system without the need to provide additional credentials

- All data elements required for mapping and interface must exist within the IntelliGrants system prior to SSO development
- A user account must exist within the IntelliGrants system for each user of the system
- MDARD will be responsible for all work related to processing data within their external SSO system and for exporting data from the external system
- MDARD is responsible for ensuring that data sent to the IntelliGrants system contains no errors

STATEMENT OF WORK - IT CHANGE NOTICE

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **one hundred and twenty-one (121)** Agate resource hours may be used for the completion of this deliverable. If more than **one hundred and twenty-one (121)** hours are required, the Service Enhancements budget will be used.

19. Service Enhancements

Agate Software will provide additional enhancement services at the request of MDARD during and after initial system implementation. System Enhancements will be tracked through the Change Management Process. The following non-exhaustive list contains examples of what the Service Enhancements deliverable may be used for.

- Changes to Approved Forms
- Changes to Approved Business Rules
- Changes to Approved Security Roles
- Changes to Approved Workflows
- Tailored system training manuals
- Additional Grant Programs
- Additional Business Meetings
- Additional System Interfaces
- Roll over services - defined as making a copy of a current grant program and changing the grant cycle dates for the next grant cycle year (e.g., Changing or rolling over the dates from 2022 to 2023)
- Additional Management Reports
- System Customizations

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. The deliverable contains a maximum of **three hundred (300)** Agate resource hours.

20. External User Training Manual

Attributes of the deliverable

- One (1) external user training manual
 - o One (1) electronic copy in PDF format
 - o Up to fifty (50) pages
 - o MDARD-specific content (i.e., terminology, screenshots)
- Manual will be made available through a hyperlink contained within the IntelliGrants system

STATEMENT OF WORK - IT CHANGE NOTICE

- After the final version of the manual is delivered, further updates to the manual will only be made at the request of the customer

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Delivery of the training manual

21. MDARD Administrative Manual

Attributes of the deliverable

- One (1) MDARD staff training manual
 - o One (1) electronic copy in PDF format
 - o Up to seventy-five (75) pages
- MDARD-specific content (i.e., terminology, screenshots)

- Manual will be made available through a hyperlink contained within the IntelliGrants system

- After the final version of the manual is delivered, further updates to the manual will only be made at the request of the customer

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Delivery of the training manual

22. Web Cast External User Training

Attributes of the deliverable

- One (1) session of webcast system training for external users, up to four (4) hours
- Training agenda
- Recording of the provided training session can made available to through the IntelliGrants system

- Training sessions are limited to five hundred (500) participants
- Training is limited to MDARD's external users
- MDARD will be required to supply the meeting/training room, an internet connection, and a projector, if needed

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion of one (1) session of training

STATEMENT OF WORK - IT CHANGE NOTICE

23. Web Cast Administrative User Training

Attributes of the deliverable

- One (1) session of webcast system training for administrative users, up to four (4) hours
- Training agenda
- Recording of the provided training session can made available to through the IntelliGrants system

- Training sessions are limited to five hundred (500) participants
- Training is limited to MDARD staff
- MDARD will be required to supply the meeting/training room, an internet connection, and a projector, if needed

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion of one (1) session of training

24. Training Videos

Attributes of the deliverable

- Two (2) prerecorded training videos
 - o Up to twenty (20) minutes in length, each
 - o MDARD-specific content (i.e., terminology, system)

- Video will be made available through a hyperlink contained within the IntelliGrants system

- After the final version of the videos are delivered, further updates to the video content will only be made at the request of the customer

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Ability for MDARD to access the training videos in the Agate Shared Development environment

25. Letter Generator Training & Toolset

Attributes of the deliverable

- One (1) session of webcast Letter Generator training for administrative users, up to four (4) hours
- Training agenda
- Installation of a MDARD training site, available for three (3) months from the date of the training sessions

- Creation of a Letter Generator security role, with access to the Letter Generator utilities

STATEMENT OF WORK - IT CHANGE NOTICE

- Report Builder training Manual
- One (1) year of access to the Letter Generator toolset

- Training sessions are limited to ten (10) participants
- Training is limited to MDARD staff

- MDARD will be required to supply the meeting/training room, an internet connection, and a projector, if needed
- MDARD will only perform configuration of the system on the Shared Development environment. Any configuration completed in an environment other than Shared Development or Training will negatively impact the system and will result in charges related to Agate resources needing to restore the solution.
- An Annual Letter Generator Subscription fee will be invoiced once annually, starting one year after the initial Report Builder training completion. MDARD may cancel the recurring subscription at any time and will not be charged the next subscription fee.

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion of one (1) session of training

26. Onsite System Configuration & Report Builder Training and Toolset

Attributes of the deliverable

- Up to three (3) consecutive days of onsite System Configuration and Report Builder Training, up to twenty-four (24) total hours
- Installation of a MDARD training site, available for three (3) months from the date of the training sessions
- Creation of a System Configuration security role, with access to the following system configuration tools:
 - o Admin Menu Builder
 - o Dashboard Panel Permissions
 - o Admin Menu Roles
 - o System Roles
 - o Page Content Administration
 - o System Page Administration
 - o User Interface (UI) Editor
 - o Document Designer
 - o Document Management Tools

STATEMENT OF WORK - IT CHANGE NOTICE

- o Sub Document Association
- o Theme Editor
- o Login Settings
- o Lookup Type Manager
- o Report Builder
- o Printable Document Designer
- o Notification Administration

- Creation of a Report Builder security role, with access to the Report Builder tool

- Training Agenda
- System Configuration & Report Builder training labs
- System Configuration & Report Builder training manuals
- Training is limited to up to five (5) MDARD staff members
- MDARD will only perform configuration of the system on the Shared Development environment. Any configuration completed in an environment other than Shared Development or Training will negatively impact the system and will result in charges related to Agate resources needing to restore the solution.
- MDARD will be required to supply the meeting/training room, workstations, an internet connection, and a projector, if needed
- Training will only take place after implementation of the solution has been completed
- A System Configuration and Report Builder Subscription fee will be invoiced once annually, starting one year after the initial System Configuration and Report Builder training completion. MDARD may cancel the recurring subscription at any time and will not be charged the next subscription fee.

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion of training sessions

27. Annual Support

Attributes of the deliverable

- Live help desk support (8:00 am - 8:00 pm EST, Mon. – Fri.), our call center is housed and staffed at our Okemos, Michigan headquarters and can be contacted to discuss product related questions. The helpdesk can be reached toll free at 800-820-1890 or by email at helpdesk@agatesoftware.com.
- Access to our proprietary, online web-based issue resolution tool ProjectTrax which is available 24 hours a day, 7 days a week and 365 days a year for problem reporting and project tracking.
- [Weekly] system pushes for patches, and bug fixes.

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- Quarterly global updates to the IntelliGrants product which affects all customers on the IntelliGrants platform. These updates are outlined in our corresponding quarterly Product Release Notes.
- Helpdesk services are limited to MDARD staff only
- For customers that perform their own configuration changes, annual support does not cover customer-caused defects by improper use of the system

Annual Support will be invoiced the day the IntelliGrants product is installed in a live production environment and once annually, each year thereafter.

28. Annual Hosting

Attributes of the deliverable

- One (1) MDARD Production environment maintained by Agate; available to MDARD staff, and external users for production use
- Promotion of regular configuration updates and quarterly product updates to the production environment
- Network maintenance and administration
- Database server maintenance and administration
- Application server maintenance and administration
- Installation of Automatic Data Warehouse export
- Application and renewal of SSL security certificate for any *.intelligrants.com URL selected by the customer
- Creation of an @intelligrants.com system email address specific to the customer system
- In the event of a system restoration, the system can be restored within forty-eight (48) hours

Annual Hosting will be invoiced the day the IntelliGrants product is installed in a live production environment and once annually, each year thereafter.

System Backup Information

Data	Data Type	Back-up Frequency	Backup Location(s)
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Production Databases	Production Customer Data	<p>Nightly & Point-in-time Production Database backups are retained for 35 days with a restoration capability typically within 5 minutes of a given failure.</p> <p>Long-term Production Database backups are retained as follows: weekly backups are retained for 6 weeks; monthly backups are retained for 12 months, and annual backups retained for 7 years.</p>	<p>Azure US Government Cloud: US GOV Arizona Region US GOV Virginia Region US GOV Texas Region</p>
Production Web Servers	Operating System, Website Files, Site Uploads	<p>VM's are backed up once daily at 12:00AM EST with a data retention set as follows: Daily backups are retained for 14 days, weekly backups are retained for 6 weeks, and monthly backups are retained for 12 months, and annual backups retained for 7 years.</p> <p>Disaster Recovery data replication for production Virtual Machines configured for secondary Azure Region. Replication RPO typically between 1min-3min.</p>	<p>Azure US Government Cloud: Primary Region: US GOV Arizona Region Secondary Region: US GOV Virginia Region US GOV Texas Region</p>

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Production Firewall	Security configuration(s)	Backed up once daily at 2:00AM EST with a data retention set as follows: Daily backups are retained for 14 days, weekly backups are retained for 6 weeks, and monthly backups are retained for 12 months, and annual backups retained for 7 years.	Azure US Government Cloud: US GOV Arizona Region US GOV Virginia Region
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System Configuration and Report Builder Subscription

- Continued access to the following system configuration tools:

- o Admin Menu Builder
- o Dashboard Panel Permissions
- o Admin Menu Roles
- o System Roles
- o Page Content Administration
- o System Page Administration
- o User Interface (UI) Editor
- o Document Designer
- o Document Management Tools
- o Sub Document Association
- o Theme Editor
- o Crosswalk Builder
- o Global Settings
- o Login Settings
- o Lookup Type Manager
- o Report Builder
- o Printable Document Designer

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o Notification Administration

- Continued access to the Report Builder tool
- Updated stock System Configuration & Report Builder training manuals
- Semi-annual live web-based training for up to **five (5)** MDARD staff members

Deliverable risks / assumptions

- MDARD will only perform configuration of the system on the Shared Development environment. Any configuration completed in an environment other than Shared Development or Training will negatively impact the system and will result in charges related to Agate resources needing to restore the solution

The System Configuration and Report Builder Subscription fee of \$25,000 will be invoiced one year after the initial System Configuration and Report Builder training completion, then \$15,000 for each subsequent year. MDARD may cancel the recurring subscription at any time and will not be charged the next subscription fee.

Letter Generator Subscription

Attributes of the deliverable

- Continued access to the Letter Generator utility
- Updated stock Letter Generator training manual
- Semi-annual live web-based training for up to **five (5)** MDARD staff members

Deliverable risks / assumptions

- MDARD will only perform configuration of the system on the Shared Development environment. Any configuration completed in an environment other than Shared Development or Training will negatively impact the system and will result in charges related to Agate resources needing to restore the solution

The Letter Generator Subscription fee of \$2,500 will be invoiced once annually, starting one year after the initial Letter Generator training completion. MDARD may cancel the recurring subscription at any time and will not be charged the next subscription fee.

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Project Methodology

Establishment of an Empowered Point of Contact

An IntelliGrants implementation requires at least one designated customer resource (typically the customer Project Manager) to manage customer resources and decisions (e.g., requirements and deliverable signoffs). This resource should expect to commit up to twenty (20) hours per week for the IntelliGrants project during the implementation phase. The empowered Point of Contact must also meet the following criteria:

- Must read and understand the contractual requirements for the project
- Must attend all project meetings
- Must have working knowledge of project management processes
- Must understand the change management process and budget pertaining to the project
- Must have authority to make final decisions regarding IntelliGrants implementation

Scheduling Meetings

Agate Software will coordinate with the assigned customer Project Manager for any meetings requiring key customer resources to be in attendance. Key customer resource availability will be confirmed and approved a minimum of one (1) week prior to the respective meeting. Any unreasonable meeting cancellations, consistent unavailability, and/or delays by assigned customer resources that adversely affect scheduled meetings and/or travel arrangements could affect the overall implementation timeline and may result in additional cost for professional services. Such occurrences will be documented by the Agate Project Lead and brought to the Customer Project Manager's attention for resolution and impact analysis.

Travel and Onsite Services

Additional travel requested by MDARD must be scoped via the Change Management Process.

ProjecTrax

ProjecTrax is a proprietary web-based software product developed by Agate to facilitate the tracking of tasks and as a document repository. ProjecTrax is accessible by Agate and customer resources and will be used throughout the course of the project. Customer access to ProjecTrax will be limited to key customer resources.

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ProjecTrax allows a user to enter a task, provide a description and requested due date. All description text and status updates for a task will be tracked within ProjecTrax. Email notifications can also be sent each time a new message is added or each time a task status is updated.

During the implementation phase, ProjecTrax will be used to inform key customer resources which functional elements of the system are ready for customer design review and UAT. The customer's feedback will be recorded in ProjecTrax. All final approvals of designs and UAT must be recorded by the customer within ProjecTrax.

Change Management Process

The Change Management Process is in place to manage customer requirements and/or change requests that are considered "Out of Scope" based on the terms of the current statement of work for the engagement. The Change Management Process is comprised of the steps outlined below.

There are a series of project documents that, once initially approved, may not be changed, and republished without review and approval. These documents are considered "under change control" once initially approved. The goal of Change Management Process is to ensure that only approved changes are made within the project whether to scope, budget, schedule, or quality.

The three components of the Change Management Process are:

- Base-lining project documentation
- Requesting changes to base-lined documentation
- Requesting additional requirements or functionality not initially in scope

The documentation baseline is created as project deliverables are approved by the customer. After this baseline has been defined, any requested changes must be through the Change Management Process. Scope change requests can be a result of changes or additions to the baseline requirements and/or new modifications to the deliverables, activities, or quality standards. For example:

- New business requirements would be additions
- Deciding not to implement components already built would be a deletion
- A reversal of a prior design decision during build and test would be a change (rework)

The Change Management Process allows the project team to make changes to the original baseline. One of the goals of this process is to make definitive decisions so that projects can maintain their momentum. Changes must be actively controlled, as unmanaged changes commonly lead to unsuccessful projects.

1. Customer Identifies Change Request

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The Customer Project Sponsor or Customer Project Manager will document the change request as a Task in ProjecTrax. The Agate Team Lead or Project Lead may request that the customer also upload a completed Change Request form to the Task.

2. Agate Reviews ProjecTrax Task

The Agate Team Lead or Project Lead will review the Task. If additional information is requested, the Task can be sent back to the customer via ProjecTrax. The Agate resource may also request a meeting for further clarifications.

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3. Agate Analysis and Recommendation

Agate will respond the ProjectTrax Task with analysis comments and recommendations for configuration. The recommendation will include a description of the impact to the budget and timeline.

4. Agate and Customer Review and Negotiation

Based on the information provided by Agate, the customer will make a “Go” or “No Go” decision. That decision may be based on updates that need to be made to the request and negotiations on the cost and time estimates.

5. Agate Develops Task Order

The Task Order will be developed by either the Agate Team Lead or Account Manager. The Task Order will document the work to be performed, acceptance criteria, Agate resources assigned to the Task Order, Agate resources estimated hours, Agate resources estimated cost, total amount to be paid for the Task Order and Task Order acceptance criteria.

Configuration Process

Agate Software will use a phased approach for designing an IntelliGrants configuration for the customer. Although the configuration process can be slightly altered based on the needs of each individual project, the principles used to derive each Project Configuration Methodology are consistent.

Agate Software integrates industry best practices for application configuration, tracking and review. This process was developed and refined using numerous years of project management expertise as a foundation and by using the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) and Software Engineering Institute (SEI) Capability Maturity Model (SEI-CMM) as the baseline sources for project management and systems review. Below are seven (7) Project Phases commonly used in the Project Configuration Methodology:

- Planning Phase (Project Plan/Resource Plan Development)
- Analysis Phase (Requirements Gathering)
- Design Phase (Requirements Documentation and Review)
- Build Phase (Configuration/Testing)
- Configuration Phase (Customer Validation)
- Post-Configuration Phase (Training Phase)
- Annual Support Phase

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Although sequential in concept, many of these phases occur repeatedly for each major system functional area. Some system functional areas may be on a different cycle depending on the needs of the project or on stakeholder decisions. There are also conditions under which execution of a phase can be interrupted to recycle through a preceding phase (or phases) to update some aspect of that predecessor phase's deliverables.

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Each of the phases consists of one or more tasks and/or activities. The tasks describe what actions and deliverables are necessary to accomplish the phase's objectives. The tasks are composed of sub-tasks and/or activities required to support the output deliverable for each phase. Each of the basic phases has a specific objective or purpose. Each phase assumes specific input(s) and in turn produces specified output(s) or deliverable(s).

Planning, Analysis and Design

Agate Software will start the Planning and Analysis Phases with an onsite meeting to gather information required for the project. The focus of the onsite sessions, directed by Agate Software, is to clarify system requirements typically with the focus on driving the customer from the current "As Is" process to an electronic workflow process.

Following the onsite gathering sessions, an updated Project Plan will be created by Agate Software which includes a listing of all system requirements required to start building the program. Agate Software will incorporate "gated" milestones as a decision point for proceeding to subsequent phases or activities of the project plan which will not begin until approval has been given by the customer.

Approval of the deliverables may include design documentation, user specifications or other requirement documentation however, acceptance of the deliverables by the customer will occur at the gated milestones before moving forward to the next phase. All software configuration and testing work will be directed by the Agate Project Manager/Lead and will take place at Agate Software.

Configuration and Testing

All configuration required for this project follows a strict software configuration methodology adopted by Agate Software to ensure the tasks necessary for this project are completed on time and work properly. This is especially worthwhile to note due to the impact this methodology has on accelerating a project timeline to the benefit of the customer.

Agate Software resources begin the construction of a project in a Shared Development environment hosted by Agate Software. This Shared Development environment is where Agate Software resources will do most of the configuration work for the project, and it will be configured to closely reflect the production environment on which the system will ultimately reside.

Once functionality has been completed, tested, and approved by Agate Software resources on the Shared Development environment, customer resources will be given a URL that will allow for the review of functionality before it is released to the Production environment. This Shared Development site will allow customer resources to perform User Acceptance Testing (UAT) in parallel with Agate Software's continued configuration efforts on the next approved design specification or requirement. UAT is performed and minor modifications and testing defect corrections are completed.

Documentation and Training

All related documentation such as Customer Staff and Applicant User Manuals can be made available in a chosen format (PDF or MS Word) and accessed within the IntelliGrants system. Customer Staff and

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Applicant User manuals are technical in nature; they will explain navigation and basic IntelliGrants functionality.

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Training resources are essential to the effective and efficient operation of any system. Providing resources with the tools they need to do their activities and giving them training opportunities which allow them to use the system at full potential are critical elements of success. Training sessions will be designed to focus on specific concepts that will ultimately ensure that the customer and their end-users fully understand how to perform their functions within the system. Agate Software will work with the customer to confirm the final training plan during the Training Phase of the project.

Pricing

Qty	IntelliGrants Initial Configuration		Unit Cost	Deliverable Cost
1	1	Product Installation	\$ 40,000.00	\$ 40,000.00
2	1	Onsite Project Kickoff Meeting	\$ 9,200.00	\$ 9,200.00
3	1	Project Management	\$ 10,350.00	\$ 10,350.00
4	1	Product Branding	\$ 1,610.00	\$ 1,610.00
5	1	Product Security Role and Profile Configuration	\$ 13,800.00	\$ 13,800.00
6	1	Configuration: Application Process	\$ 57,500.00	\$ 57,500.00
7	1	Configuration: Application Review Process	\$ 23,155.00	\$ 23,155.00
8	1	Configuration: Agreement Process	\$ 20,815.00	\$ 20,815.00
9	1	Configuration: Performance Report Process	\$ 16,790.00	\$ 16,790.00

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10	1	Configuration: Expenditure Report Process	\$ 22,310.00	\$ 22,310.00
11	1	Configuration: Site Visit Process	\$ 16,790.00	\$ 16,790.00
12	1	Configuration: Amendment Process	\$ 7,015.00	\$ 7,015.00
13	1	Configuration: Closeout Process	\$ 5,520.00	\$ 5,520.00
14	1	Management Reporting	\$ 5,635.00	\$ 5,635.00
15	140	SIGMA System Interface	\$ 90.00	\$ 12,600.00
16	140	Michigan Cashiering & Receivable System (MiCARS) Interface	\$ 90.00	\$ 12,600.00
17	136	Data Migration	\$ 90.00	\$ 12,240.00
18	121	Single Sign-on (SSO) Interface	\$ 90.00	\$ 10,890.00
19	300	Service Enhancements	\$ 90.00	\$ 27,000.00
20	1	External User Training Manual	\$ 2,760.00	\$ 2,760.00
21	1	MDARD Administrative Manual	\$ 3,910.00	\$ 3,910.00
22	1	Webcast External User Training	\$ 1,380.00	\$ 1,380.00
23	1	Webcast Administrative User Training	\$ 1,840.00	\$ 1,840.00
24	1	Training Videos	\$ 5,750.00	\$ 5,750.00

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25	1	Letter Generator Training & Toolset	\$ 5,000.00	\$ 5,000.00
26	1	Onsite System Configuration & Report Builder Training & Toolset	\$ 25,000.00	\$ 25,000.00
Subtotal			\$ 371,460.00	

Annual Costs Ongoing Annual Support and Annual Hosting			Extended Cost	
27	1	Annual Support	\$ 27,123.00	\$ 27,123.00
28	1	Annual Hosting	\$ 20,000.00	\$ 20,000.00
Project Total			\$ 418,583.00	

Option Years	(10/1/2023-9/30/2024)	(10/1/2024-9/30/2025)
MDARD		
Annual Support	\$27,123	\$27,123
Annual Hosting	\$20,000	\$20,000
OPTIONAL: Letter Generator Subscription	\$2,500	\$2,500
OPTIONAL: System Configuration and Report Builder Subscription	\$15,000	\$15,000

ACCEPTANCE CRITERIA:

Approval of the deliverables may include design documentation, user specifications or other requirement documentation however, acceptance of the deliverables by the customer will occur at the gated milestones before moving forward to the next phase. All software configuration and testing work will be directed by the vendor and DTMB Project Manager/Lead.

PROJECT CONTROL AND REPORTS:

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A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

This contract must adhere to MDARD standards for Data Warehouse Reporting.

PAYMENT SCHEDULE:

Payment based upon satisfactory acceptance of each Milestone. Payment will be made on a monthly basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Brandon Colby
Michigan Department of Agriculture and Rural Development (MDARD)
Finance and Budget

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Constitution Hall
525 W Allegan Street
Lansing, Michigan 48913
517-342-4487
colbyb@michigan.gov

The designated DTMB Project Manager is:

The project manager will be determined after the approval of the Statement of Work.

AGENCY RESPONSIBILITIES:

- Production and Q/A hosting environment and infrastructure
- Code promotion to Production and Q/A
- User Acceptance Testing and sign-off
- Communication to stakeholders/users for system down-time(s) (scheduled & unscheduled)

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Project work that requires collaboration with State of Michigan employees will be in accordance with the State of Michigan calendar and normal working hours of 8:00 am to 5:00 pm, Monday through Friday. Work hours are to be adhered unless otherwise agreed to in writing.

Any work outside of the State of Michigan working hours is at the discretion of the vendor; however, no overtime will be paid by the State of Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

PROJECT PLAN:

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Contractor will submit a Project Plan to the State, including necessary time frames and deliverables for the various stages of the project and the responsibilities and obligations of both the Contractor and the State.

The Project Plan documents will include the following:

- MS Project schedule
 - Internal milestones
 - Task durations
 - Deliverable target dates and critical paths
- Project approach
 - Scope statement with a description of the deliverables to be provided under this contract
 - Assumptions and exclusions
 - Critical success factors
 - Initial resource plan with anticipated resources identified by organization, role, and responsibility
 - Initial risk plan
 - Initial communication plan
 - Anticipated hardware, materials, and supplies to be provided by the State in meeting the target dates established in the Project Plan
- The Project schedule shall include the following milestones with anticipated subtasks:
 - Initiation
 - Planning
 - Execution and Control
 - Closeout

The contractor will assist the DTMB Project Manager in the creation and maintenance of project artifacts which includes but is not limited to the project schedule, project plan, risks and issues, and the reporting of status. At a minimum, assume the project will contain the following SUITE PMM milestones.

REQUIREMENTS – TABLE 1

Category	Requirement
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1.0 - Prepping for RFP Process	
1.0 - Prepping for RFP Process	As a Grants Admin user, I must be able to add a new grant.
1.0 - Prepping for RFP Process	As a Grants Admin user, I must be able to delete a grant.
1.0 - Prepping for RFP Process	As a Grants Admin user, I must be able to update a grant.
1.0 - Prepping for RFP Process	As a Grants Admin User, I must be able to upload and download supporting grant documents.
1.0 - Prepping for RFP Process	As a Grants Admin User, I must be able to delete supporting grant documents.
1.0 - Prepping for RFP Process	As a Grants Admin user, I want to be able to update a supporting grant document.
1.0 - Prepping for RFP Process	As a Grants Admin user, I must be able to inactivate a grant
1.0 - Prepping for RFP Process	As a Grants Admin user, I must be able to reactivate a grant.
1.0 - Prepping for RFP Process	As a Grants Admin user, I must be able to set a deactivate date so that once the date is passed the grant cannot be updated.
1.0 - Prepping for RFP Process	As a Grants Admin user, I want to be able to set a deadline date for the scoring to be completed.
1.0 - Prepping for RFP Process	As a Grants Admin user, I want to be able to reset a deadline date for the scoring to be completed.
1.0 - Prepping for RFP Process	As a Grants Admin user, I want to be able to notify GMS account holders of grant opportunity.
1.0 - Prepping for RFP Process	As an Applicant user, I must be able to enter an application.
1.0 - Prepping for RFP Process	As an Applicant user, I must be able to update, upload an download documents to an application.

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1.0 - Prepping for RFP Process	As an Applicant user, I want to be able to pre-populate a new application from a previous application in order to reuse existing data.
1.0 - Prepping for RFP Process	As a Applicant user I must have the GMS auto-calculate the budget categories going down and across.
1.0 - Prepping for RFP Process	As an Applicant user, I must be able to enter required budget information so that the application can be submitted.
1.0 - Prepping for RFP Process	As an Applicant user, I must be able to update budget information so that the application can be submitted.
1.0 - Prepping for RFP Process	As a Grants Admin user, I want to be able to update an application for an Applicant.
1.0 - Prepping for RFP Process	As a Grants Admin user, I must be able to delete an application for an Applicant.
1.0 - Prepping for RFP Process	As an Applicant user, I must be able to receive notification that the application was received.
1.0 - Prepping for RFP Process	As a Grants Admin user, I must be able to add a JEC Member user to the JEC Member list.
1.0 - Prepping for RFP Process	As a Grants Admin user, I must be able to update a JEC Member user on the JEC Member list.
1.0 - Prepping for RFP Process	As a Grants Admin user, I must be able to delete a JEC Member user from the JEC Member list.
1.0 - Prepping for RFP Process	As a Grants Admin user, I must be able to view the JEC Member list.
1.0 - Prepping for RFP Process	As a Grants Admin user, I must be able to see a list of applications for a grant.
1.0 - Prepping for RFP Process	As a Grants Admin user, I must be able to create the scoring sheet for the JEC Member user.
1.0 - Prepping for RFP Process	As a Grants Admin user, I must be able to update the scoring sheet so that it is easy to maintain the scoring evaluation.

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1.0 - Prepping for RFP Process	As a Grants Admin user, I must be able to delete the scoring sheet.
2.0 - JEC Review and Risk Assessments	
2.0 - JEC Review and Risk Assessments	As a Grants Admin user, I must be able to assign an application to a JEC Member user.
2.0 - JEC Review and Risk Assessments	As a Grants Admin user, I must be able to reassign an application to a JEC Member user.
2.0 - JEC Review and Risk Assessments	As a Grants Admin user, I must be able to send a Conflict of Interest Form to a JEC Member user.
2.0 - JEC Review and Risk Assessments	As a Grants Admin user, I must be able to send a notification to a JEC Member user that the Conflict of Interest Form is overdue.
2.0 - JEC Review and Risk Assessments	As a JEC Member user, I must be able to submit a Conflict of Interest Form.
2.0 - JEC Review and Risk Assessments	As a JEC Member user, I want to be able to update a Conflict of Interest Form.
2.0 - JEC Review and Risk Assessments	As a Grants Admin user, I must be able to generate JEC reports based off assignments and scoring.
2.0 - JEC Review and Risk Assessments	As a JEC Member user, I must be able to add scoring to an application.
2.0 - JEC Review and Risk Assessments	As a JEC Member user, I must be able to modify scoring to an application.
2.0 - JEC Review and Risk Assessments	As a JEC Member user, I must be able to delete scoring to an application.
2.0 - JEC Review and Risk Assessments	As a Grants Admin user, I must be able to modify a JEC Member score on an application.
2.0 - JEC Review and Risk Assessments	As a Grants Admin user, I must be able to delete a JEC Member score on an application.
2.0 - JEC Review and Risk Assessments	As a JEC Member user, I must to be able to create comments on an assigned application.

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2.0 - JEC Review and Risk Assessments	As a JEC Member user, I must to be able to update comments on an assigned application.
2.0 - JEC Review and Risk Assessments	As a JEC Member user, I must to be able to delete comments on an assigned application.
2.0 - JEC Review and Risk Assessments	As a Grants Admin user, I must have the GMS to auto-calculate the JEC score for each application.
2.0 - JEC Review and Risk Assessments	As a Grants Admin user, I must be able to view the auto-calculated JEC score for each application.
2.0 - JEC Review and Risk Assessments	As a Grant Admin user, I want to be able to view a list of application scores by grants
2.0 - JEC Review and Risk Assessments	As a Grant Admin user, I want to be able to view a list of application scores by JEC Reviewer
2.0 - JEC Review and Risk Assessments	As a Grant Admin user, I want to be able to export a list of application scores by grants
2.0 - JEC Review and Risk Assessments	As a Grant Admin user, I want to be able to export a list of application scores by JEC Reviewer
2.0 - JEC Review and Risk Assessments	As an Economic Development Team user, I want to be able to read only grants and applications and agreements.
2.0 - JEC Review and Risk Assessments	As a Grants Admin user, I want to be able to view the recommended projects and alternatives.
2.0 - JEC Review and Risk Assessments	As a Grants Admin user, I want to be able to generate a report of the recommended projects and alternatives.
2.0 - JEC Review and Risk Assessments	As a Grants Admin user, I must to be able to create comments on an assigned application.
2.0 - JEC Review and Risk Assessments	As a Grants Admin user, I must to be able to update comments on an assigned application.
2.0 - JEC Review and Risk Assessments	As a Grants Admin user, I must to be able to delete comments on an assigned application.
2.0 - JEC Review and Risk Assessments	As a Grants Admin user, I must be able to create a Yes/No letter template so that the Yes/No letter can be generated in the system.

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2.0 - JEC Review and Risk Assessments	As a Grants Admin user, I must be able to delete a Yes/No letter template.
2.0 - JEC Review and Risk Assessments	As a Grants Admin user, I must be able to update a Yes/No letter template.
2.0 - JEC Review and Risk Assessments	As a Grants Admin user, I must be able to generate the Yes/No letter for notification to the applicants.
3.0 - Grant Award Process and Announcement	
3.0 - Grant Award Process and Announcement	As a Grants Admin user, I must be able to send Yes/No letter so that the applicant can receive the grant decision.
3.0 - Grant Award Process and Announcement	As a Grants Admin user, I must be able to resend Yes/No letter so that the applicant can receive the grant decision.
3.0 - Grant Award Process and Announcement	As a Grants Analyst user, I must be able to announce availability and provide accessibility of the JEC scores and comments to an applicant.
3.0 - Grant Award Process and Announcement	As a Grants Analyst user, I want to be able to upload and download the Grant Agreement.
3.0 - Grant Award Process and Announcement	As a Grants Analyst user, I want to be able to create the Grant Agreement within the GMS.
3.0 - Grant Award Process and Announcement	As a Grants Analyst user, I want to be able to update the Grant Agreement within the GMS.
3.0 - Grant Award Process and Announcement	As a Grants Analyst user, I want to be able to delete the Grant Agreement within the GMS.
3.0 - Grant Award Process and Announcement	As a Grants Admin user, I want the system to have an internal comment area so that comments can be made about a grant that is not shareable, made non-FOIAable and can be deleted.

STATEMENT OF WORK - IT CHANGE NOTICE

3.0 - Grant Award Process and Announcement	As a Grants Admin user, I must be able to send notification that the grant agreement can be reviewed and signed electronically based on requirements for an official signature.
3.0 - Grant Award Process and Announcement	As a Grants Admin user, I must be able to auto-generate signature notifications reminders based on setting a "predetermined date generator" for a grantee.
3.0 - Grant Award Process and Announcement	As a Grantee user, I must be able to electronically sign my grant agreement.
3.0 - Grant Award Process and Announcement	As a Grants Admin user, I must be able to turn off "predetermined date generator".
3.0 - Grant Award Process and Announcement	As a Grants Admin user, I must be able to auto-generate next report reminders based on setting a "predetermined date generator" for a grantee.
3.0 - Grant Award Process and Announcement	As a Grants Admin user, I must be able to create report templates within the system so that reports and spreadsheets include required information.
3.0 - Grant Award Process and Announcement	As a Grants Admin user, I want to be able to auto populate an online form from the approved grant agreement for report templates.
3.0 - Grant Award Process and Announcement	As a Grants Admin user, I want to be able to create payables within the system so that reports and spreadsheets can have accurate information.
3.0 - Grant Award Process and Announcement	As a Grants Admin user, I want to be able to create a grant amendment template so that multiple amendments can be created and emailed out.
3.0 - Grant Award Process and Announcement	As a Grants Admin user, I want to be able to auto generate, upload and download reporting reminders.
4.0 - Amendment	

STATEMENT OF WORK - IT CHANGE NOTICE

4.0 - Amendment	As a Grantee user, I want to be able to see current status whether pending, reviewed, or finalized grant information.
4.0 - Amendment	As a Grantee user, I want to be able to submit an amendment to my grant agreement.
4.0 - Amendment	As a Grant Admin user, I want to be notified when an amendment request is submitted.
4.0 - Amendment	As a Grants Admin user, I want to be able to review an amendment request.
4.0 - Amendment	As a Grants Admin user, I want to be able to notify the Grantee of the request decision.
4.0 - Amendment	As a Grants Admin user, I want to be able to prep amendment and send for signatures to Grantee.
4.0 - Amendment	As a grantee user, I want to be able to electronically sign all documents so that the grant approval process is more efficient.
4.0 - Amendment	As a Grants Admin user, I want to be able to electronically notify Grantee that the amendment is executed.
5.0 - Grantee Reporting	
5.0 - Grantee Reporting	As a Grantee user, I want to be able to upload and download attachments in support of their grant.
5.0 - Grantee Reporting	As a Grants Admin user, I want to be able to configure financial reminders and automatically send to Grantee.
5.0 - Grantee Reporting	As a grantee user, I want to be able to notify the grants admin user that a final site visit is requested.
5.0 - Grantee Reporting	As a grants admin user, I want to be able to notify the Site Visit Auditor that a final site visit is requested.

STATEMENT OF WORK - IT CHANGE NOTICE

5.0 - Grantee Reporting	As a Grants Admin user, I want to be able to create a site visit form template.
5.0 - Grantee Reporting	As a Grants Admin user, I want to be able to update a site visit form template.
5.0 - Grantee Reporting	As a Grants Admin user, I want to be able to delete a site visit form template.
5.0 - Grantee Reporting	As a Grants Admin User I need to notify the grantee that a site visit is needed.
5.0 - Grantee Reporting	As a Site Visit Auditor, I need the ability to upload and download images when filling out site visit form so that proper documentation can be added for the site visit.
5.0 - Grantee Reporting	As a Grants Admin user, I want to be able to request missing documentation from Grantee.
5.0 - Grantee Reporting	As a Grantee user, I want to be able to submit missing documentation.
5.0 - Grantee Reporting	As a Grants Admin user, I want to be able to create a Contract Payment Authorization template.
5.0 - Grantee Reporting	As a Grants Admin user, I want to be able to update a Contract Payment Authorization template.
5.0 - Grantee Reporting	As a Grants Admin user, I want to be able to delete a Contract Payment Authorization template.
5.0 - Grantee Reporting	As a Grants Admin user, I want to be able to create a Contract Payment Authorization from the CPA template and send to Grant Manager for approval.
6.0 - Report Approval and Payment	
6.0 - Report Approval and Payment	As a Grants Admin user, I want to be able to create electronically sign the CPA.

STATEMENT OF WORK - IT CHANGE NOTICE

6.0 - Report Approval and Payment	As a Grants Admin User, I want the system to send notifications within the system so that the grant process is effective.
6.0 - Report Approval and Payment	As a Grants Admin user, I want to be able to see all payments from SIGMA.
6.0 - Report Approval and Payment	As a Grants Admin user, I want to be able to manage a grants closure letter template within the system.
6.0 - Report Approval and Payment	As a Grants Admin user, I want to be able to generate a grants closure letter to a Grantee.
6.0 - Report Approval and Payment	As a Grants Admin User I want notification when SIGMA payments are paid so that the final grant close outs tasks can start.
7.0 - System Requirements	
7.0 - System Requirements	As a Grants Admin User, I must be able to search for information pertaining to grants, applications, financial, grantee etc. based on selected parameters (filters).
7.0 - System Requirements	The system must include an interface that is fully web-enabled so that it is current with the latest software technology so that attachments can be uploaded and downloaded.
7.0 - System Requirements	The system must include a web application solution so that the system can be accessed through a web browser.
7.0 - System Requirements	The system must use a framework as part of the main solution so that a set of components, wizards, classes, and libraries that minimize programming required to modify or customize the system.
7.0 - System Requirements	The system must use a relational database and application architecture so that there should be one database, one application layer, and one presentation layer.
7.0 - System Requirements	The system must be have structured development so that it must be possible to make use of version control and a fully scriptable build and deployment process.

STATEMENT OF WORK - IT CHANGE NOTICE

7.0 - System Requirements	The system must have hardware and software which meet all applicable legal and policy requirements so that it is defined by State law, and DTMB policy and systems policies including those concerning system integrity, response time, physical and data security, user and administrator clearances, dissemination restrictions, and others.
7.0 - System Requirements	The system must be aligned with SOM hardware and software guidelines.
7.0 - System Requirements	The system must have an internal Development environment, a UAT environment, a Production environment, and a Training environment (if hosted externally).
7.0 - System Requirements	The system must have all tools, compilers, libraries, etc. used in the development of the software so that it is available to MDARD/MDTMB and licensable on reasonable terms as a site license and referenced on the DTMB Roadmap.
7.0 - System Requirements	The system must have the hardware and software environment required for the software, including future versions, so that it allows MDARD/MDTMB a reasonable amount of time to upgrade and coordinate infrastructure changes without impacting other MDARD/MDTMB systems and be in compliance with the DTMB Roadmap
7.0 - System Requirements	The system must be backward compatible and support independent upgrades to the infrastructure so that if the software can be installed on an earlier version of software and hardware.
7.0 - System Requirements	The system must support a Recovery Point Objective of a minimum of prior day's backup or better so that the system can be restored at any point.
7.0 - System Requirements	The system must be a web-oriented architecture (WOA) so that all current code base is on an application/web server.
7.0 - System Requirements	The system must support a Recovery Time Objective of less than 4 hours from confirmation of an incident so that if needed the system can be restored at any point.

STATEMENT OF WORK - IT CHANGE NOTICE

7.0 - System Requirements	The system must comply with ADA requirements as identified by MDTMB look and feel standards so that the system Adherence to ADA requirements will be reviewed by eMichigan ADA quality assurance analysts for all web user interfaces.
7.0 - System Requirements	The system must be scannable using SOM the current AppScan application for security compliance.
7.0 - System Requirements	The system must include a gateway-to-gateway so that there is virtual private network (VPN) by the vendor between the vendor’s supplied hosting environment and the State of Michigan network (vendor hosted).
7.0 - System Requirements	The system must be able to purge records based on retention schedule so that older records can be physically deleted from the system.
7.0 - System Requirements	The system must record all data changes using audit tables.
7.0 - System Requirements	The system must have reports that are table driven for standard language for reports so users can modify standard report language.
7.0 - System Requirements	The system must meet Enterprise Architecture (EA) assessment standards by completing and submitting an Enterprise Architecture Solution Assessment (EASA) document so that the Grants Management System complies with State of Michigan Standards.
7.0 - System Requirements	The system must be compatible with multiple hardware platforms (e.g. laptop, tablet, etc.) so that it complies with current DTMB version standards
7.0 - System Requirements	The system must be compatible with different operating systems (e.g. Windows 10+) so that it complies with current DTMB version standards
7.0 - System Requirements	The system must be compatible with all SOM supported internet browsers so that it complies with current DTMB version standards
7.0 - System Requirements	The system must use an open architecture so that the State may use a variety of hardware and clustering solutions to increase capacity and throughput without having to modify the system.

STATEMENT OF WORK - IT CHANGE NOTICE

7.0 - System Requirements	The system must support a user role-based security solution so that the system allows role-based access to screens, buttons, functions and reports (e.g., no access, read only, update).
7.0 - System Requirements	The system must interface SIGMA so that grant information can be seen in the system.
7.0 - System Requirements	The system must interface with MiCaRS and SIGMA so that financial information can be seen in the system.
7.0 - System Requirements	The system must interface with the State of Michigan email software so that there is one form of communication for any notifications.
7.0 - System Requirements	The system must be able to create and maintain templates so that we can manage documentation
7.0 - System Requirements	The system must be able to select the type of communications (email/text/notifications) for workflow items.
7.0 - System Requirements	As a Grants Admin user, I want to be able to run a grants eligibility report for deletion so that grants can be deleted manually based on the retention policy.
7.0 - System Requirements	As a Grant Team manager, I need the ability to run monthly grant closed report so that the report can be sent to the grants management team

ID	Task Name	Duration	Start	Finish	Resource Names
1	MDARD Implementation	325 days	Tue 11/1/22	Mon 1/29/24	
2	Onsite Project Kickoff Meeting	3 days	Tue 11/1/22	Thu 11/3/22	BJ Harrington,MDARD Staff,O
3	Project Installation and Branding	5 days	Fri 11/4/22	Thu 11/10/22	Olivia Hacker
4	Project Documentation	19 days	Fri 11/4/22	Wed 11/30/22	
5	First Draft System Role Matrix	3 days	Fri 11/4/22	Tue 11/8/22	Olivia Hacker
6	MDARD Review and Feedback of System Role Matrix	3 days	Wed 11/9/22	Fri 11/11/22	MDARD Staff
7	Project Management Plan	10 days	Mon 11/14/22	Fri 11/25/22	BJ Harrington
8	Project Management Plan Review	3 days	Mon 11/28/22	Wed 11/30/22	MDARD Staff
9	Product Security Role Setup	7 days	Thu 12/1/22	Fri 12/9/22	
10	System Role Matrix update & submit for Final Review	1 day	Thu 12/1/22	Thu 12/1/22	MDARD Staff,Olivia Hacker
11	MDARD Sign-Off & Approval	1 day	Fri 12/2/22	Fri 12/2/22	MDARD Staff
12	Creation of System Roles	3 days	Mon 12/5/22	Wed 12/7/22	Olivia Hacker
13	MDARD Testing and Review of Login Roles	1 day	Thu 12/8/22	Thu 12/8/22	MDARD Staff
14	MDARD Sign-Off & Approval	1 day	Fri 12/9/22	Fri 12/9/22	MDARD Staff
15	Application & Review Process	53 days	Mon 12/12/22	Wed 2/22/23	
16	Workflow Build	3 days	Fri 12/9/22	Tue 12/13/22	Olivia Hacker
17	MDARD Review & Approval of Workflow	3 days	Wed 12/14/22	Fri 12/16/22	MDARD Staff
18	Forms Build	20 days	Mon 12/19/22	Fri 1/13/23	Olivia Hacker,
19	Agate System Testing	4 days	Mon 1/16/23	Thu 1/19/23	Olivia Hacker,
20	MDARD Review/Testing	14 days	Fri 1/20/23	Wed 2/8/23	MDARD Staff
21	Design Notifications, Account Module, Other	5 days	Thu 2/9/23	Wed 2/15/23	Olivia Hacker,
22	Updates/Corrections	4 days	Thu 2/16/23	Tue 2/21/23	Olivia Hacker,
23	MDARD Approval	1 day	Wed 2/22/23	Wed 2/22/23	MDARD Staff
24	Contract/Agreement/Closeout Process	35 days	Thu 2/23/23	Wed 4/12/23	
25	WorkFlow Design Approval	1 day	Thu 2/23/23	Thu 2/23/23	MDARD Staff
26	Workflow Build	2 days	Fri 2/24/23	Mon 2/27/23	Olivia Hacker,
27	MDARD Approval of Workflow	1 day	Tue 2/28/23	Tue 2/28/23	MDARD Staff
28	Forms Build	15 days	Wed 3/1/23	Tue 3/21/23	Olivia Hacker
29	Agate System Testing	2 days	Wed 3/22/23	Thu 3/23/23	Olivia Hacker,

ID	Task Name	Duration	Start	Finish	Resource Names
30	MDARD Review/Testing	10 days	Fri 3/24/23	Thu 4/6/23	MDARD Staff
31	Updates/Corrections	3 days	Fri 4/7/23	Tue 4/11/23	Olivia Hacker,
32	MDARD Approval	1 day	Wed 4/12/23	Wed 4/12/23	MDARD Staff
33	Expenditure Process	36 days	Thu 4/13/23	Thu 6/1/23	
34	WorkFlow Design Approval	1 day	Thu 4/13/23	Thu 4/13/23	MDARD Staff
35	Workflow Build	2 days	Fri 4/14/23	Mon 4/17/23	Olivia Hacker,
36	MDARD Approval of Workflow	1 day	Tue 4/18/23	Tue 4/18/23	MDARD Staff
37	Forms Build	16 days	Wed 4/19/23	Wed 5/10/23	Olivia Hacker,
38	Agate System Testing	2 days	Thu 5/11/23	Fri 5/12/23	
39	MDARD Review/Testing	10 days	Mon 5/15/23	Fri 5/26/23	MDARD Staff
40	Updates/Corrections	3 days	Mon 5/29/23	Wed 5/31/23	Olivia Hacker,
41	MDARD Approval	1 day	Thu 6/1/23	Thu 6/1/23	MDARD Staff
42	Amendment Process	30 days	Fri 6/2/23	Thu 7/13/23	
43	WorkFlow Design Approval	1 day	Fri 6/2/23	Fri 6/2/23	MDARD Staff
44	Workflow Build	2 days	Mon 6/5/23	Tue 6/6/23	Olivia Hacker,
45	MDARD Approval of Workflow	1 day	Wed 6/7/23	Wed 6/7/23	MDARD Staff
46	Forms Build	8 days	Thu 6/8/23	Mon 6/19/23	Olivia Hacker,
47	Agate System Testing	5 days	Tue 6/20/23	Mon 6/26/23	Olivia Hacker,
48	MDARD Review/Testing	10 days	Mon 6/26/23	Fri 7/7/23	MDARD Staff
49	Updates/Corrections	3 days	Mon 7/10/23	Wed 7/12/23	Olivia Hacker,
50	MDARD Approval	1 day	Thu 7/13/23	Thu 7/13/23	MDARD Staff
51	Performance Report Process	31 days	Fri 7/14/23	Fri 8/25/23	
52	WorkFlow Design Approval	1 day	Fri 7/14/23	Fri 7/14/23	MDARD Staff
53	Workflow Build	2 days	Mon 7/17/23	Tue 7/18/23	Olivia Hacker,
54	MDARD Approval of Workflow	1 day	Wed 7/19/23	Wed 7/19/23	MDARD Staff
55	Forms Build	8 days	Thu 7/20/23	Mon 7/31/23	Olivia Hacker,
56	Agate System Testing	5 days	Tue 8/1/23	Mon 8/7/23	Olivia Hacker,
57	MDARD Review/Testing	10 days	Tue 8/8/23	Mon 8/21/23	MDARD Staff
58	Updates/Corrections	3 days	Tue 8/22/23	Thu 8/24/23	Olivia Hacker,
59	MDARD Approval	1 day	Fri 8/25/23	Fri 8/25/23	MDARD Staff
60	Site Visit Process	31 days	Fri 7/14/23	Fri 8/25/23	

ID	Task Name	Duration	Start	Finish	Resource Names
61	WorkFlow Design Approval	1 day	Fri 7/14/23	Fri 7/14/23	MDARD Staff
62	Workflow Build	2 days	Mon 7/17/23	Tue 7/18/23	Olivia Hacker,
63	MDARD Approval of Workflow	1 day	Wed 7/19/23	Wed 7/19/23	MDARD Staff
64	Forms Build	8 days	Thu 7/20/23	Mon 7/31/23	Olivia Hacker,
65	Agate System Testing	5 days	Tue 8/1/23	Mon 8/7/23	Olivia Hacker,
66	MDARD Review/Testing	10 days	Tue 8/8/23	Mon 8/21/23	MDARD Staff
67	Updates/Corrections	3 days	Tue 8/22/23	Thu 8/24/23	Olivia Hacker,
68	MDARD Approval	1 day	Fri 8/25/23	Fri 8/25/23	MDARD Staff
69	SIGMA Interface	39 days	Mon 8/28/23	Thu 10/19/23	
70	Design	4 days	Mon 8/28/23	Thu 8/31/23	MDARD Staff
71	MDARD Approval of Design	2 days	Fri 9/1/23	Mon 9/4/23	Olivia Hacker
72	Updates	4 days	Tue 9/5/23	Fri 9/8/23	MDARD Staff
73	Interface Build	18 days	Mon 9/11/23	Wed 10/4/23	Olivia Hacker
74	Agate Testing	3 days	Thu 10/5/23	Mon 10/9/23	Olivia Hacker
75	MDARD Review/Testing	3 days	Tue 10/10/23	Thu 10/12/23	MDARD Staff
76	Updates/Corrections	3 days	Fri 10/13/23	Tue 10/17/23	Olivia Hacker
77	MDARD Approval	2 days	Wed 10/18/23	Thu 10/19/23	MDARD Staff
78	Michigan Cashiering & Receivable System (MiCARS) Interface	39 days	Fri 10/20/23	Wed 12/13/23	
79	Design	4 days	Fri 10/20/23	Wed 10/25/23	MDARD Staff
80	MDARD Approval of Design	2 days	Thu 10/26/23	Fri 10/27/23	Olivia Hacker
81	Updates	4 days	Mon 10/30/23	Thu 11/2/23	MDARD Staff
82	Interface Build	18 days	Fri 11/3/23	Tue 11/28/23	Olivia Hacker
83	Agate Testing	3 days	Wed 11/29/23	Fri 12/1/23	Olivia Hacker
84	MDARD Review/Testing	3 days	Mon 12/4/23	Wed 12/6/23	MDARD Staff
85	Updates/Corrections	3 days	Thu 12/7/23	Mon 12/11/23	Olivia Hacker
86	MDARD Approval	2 days	Tue 12/12/23	Wed 12/13/23	MDARD Staff
87	SSO Interface	39 days	Fri 10/20/23	Wed 12/13/23	
88	Design	4 days	Fri 10/20/23	Wed 10/25/23	MDARD Staff
89	MDARD Approval of Design	2 days	Thu 10/26/23	Fri 10/27/23	Olivia Hacker
90	Updates	4 days	Mon 10/30/23	Thu 11/2/23	MDARD Staff

ID	Task Name	Duration	Start	Finish	Resource Names
91	Interface Build	18 days	Fri 11/3/23	Tue 11/28/23	Olivia Hacker
92	Agate Testing	3 days	Wed 11/29/23	Fri 12/1/23	Olivia Hacker
93	MDARD Review/Testing	3 days	Mon 12/4/23	Wed 12/6/23	MDARD Staff
94	Updates/Corrections	3 days	Thu 12/7/23	Mon 12/11/23	Olivia Hacker
95	MDARD Approval	2 days	Tue 12/12/23	Wed 12/13/23	MDARD Staff
96	Data Migration	19 days	Sun 1/22/23	Wed 2/15/23	
97	Data Migration	2 days	Sun 1/22/23	Mon 1/23/23	MDARD Staff
98	Agate System Testing	7 days	Tue 1/24/23	Wed 2/1/23	Olivia Hacker,
99	MDARD Review/Testing	7 days	Thu 2/2/23	Fri 2/10/23	MDARD Staff
100	Updates/Corrections	2 days	Mon 2/13/23	Tue 2/14/23	Olivia Hacker,
101	MDARD Approval	1 day	Wed 2/15/23	Wed 2/15/23	Olivia Hacker,
102	Service Enhancements	325 days	Tue 11/1/22	Mon 1/29/24	
103	Service Enhancements	325 days	Tue 11/1/22	Mon 1/29/24	Olivia Hacker,
104	IGX Reporting Package	325 days	Tue 11/1/22	Mon 1/29/24	
105	IGX Reporting Package	325 days	Tue 11/1/22	Mon 1/29/24	Olivia Hacker,
106	Administrative Training Manual	11 days	Mon 1/16/23	Mon 1/30/23	
107	Administrative Training Manual v1	5 days	Mon 1/16/23	Fri 1/20/23	Agate Training Team
108	MDARD Content Review v1	2 days	Mon 1/23/23	Tue 1/24/23	MDARD Staff
109	Administrative Training Manual v2	2 days	Wed 1/25/23	Thu 1/26/23	Agate Training Team
110	MDARD Content Review v2	1 day	Fri 1/27/23	Fri 1/27/23	MDARD Staff
111	Administrative Training Manual Completion and Delivery	1 day	Mon 1/30/23	Mon 1/30/23	Agate Training Team
112	Grantee Training Manual	11 days	Mon 1/16/23	Mon 1/30/23	
113	Grantee Training Manual v1	5 days	Mon 1/16/23	Fri 1/20/23	Agate Training Team
114	MDARD Content Review v1	2 days	Mon 1/23/23	Tue 1/24/23	MDARD Staff
115	Grantee Training Manual v2	2 days	Wed 1/25/23	Thu 1/26/23	Agate Training Team
116	MDARD Content Review v2	1 day	Fri 1/27/23	Fri 1/27/23	MDARD Staff
117	Grantee Training Manual Sign-Off and Approval	1 day	Mon 1/30/23	Mon 1/30/23	Agate Training Team
118	Webcast Grantee Training/Videos	1 day	TBD	TBD	Agate Training Team
119	Webcast Administrative Training/Videos	1 day	TBD	TBD	Agate Training Team
120	Onsite Document Designer Training	3 days	TBD	TBD	Agate Training Team

ID	Task Name	Duration	Start	Finish	Resource Names
121	Letter Generator Training & Toolset	1 day	TBD	TBD	Agate Training Team



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 **39**

to

Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 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"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$21,694,959.50	\$545,000.00	\$22,239,959.50		

DESCRIPTION

Effective 9/23/2022, the Contract is increased by \$545,000 to cover maintenance, support, hosting and enhancements for MSHDA for the period of 10/1/2022-9/30/2023.

Additionally, the following amendment is incorporated to add scope related to the MSDHA MI-HOPE grant program. No additional funding is needed at this time for the MSDHA MI-HOPE grant program; existing funds are adequate to support this change.

Michigan State Housing Development Authority (MSHDA) approval occurred on 8/18/2022.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov



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

Project Title: Grant Management System for Michigan State Housing Development Authority (MSHDA)	Period of Coverage:
Requesting Department: Michigan State Housing Development Authority (MSHDA)	Date: 09/01/2022
Agency Project Manager: Mark Whitaker (MSHDA)	Phone: 517-335-9812
DTMB Project Manager: Michael J. Weiszbrod (DTMB)	Phone: 517-242-1272

BACKGROUND:

The Michigan State Housing Development Authority (MSHDA) established in 1966, provides financial and technical assistance through public and private partnerships to create and preserve safe and decent affordable housing, engage in community economic development activities, develop vibrant cities, towns and villages, and address homeless issues. In 2022, MSHDA began converting the MATT system into the most current version of IntelliGrants™ (IGX).

PROJECT OBJECTIVE/ SCOPE:

This SOW covers additional scope for this conversion to include the MSHDA MI-HOPE grant program.

DELIVERABLES:

Attributes of the deliverable

- Design and configuration of the grant document template(s) including the following: o Automatic user assignment properties

- Document creation agreement language
- Document identification number format
- Program description
- Document form template configuration including the following:
 - o Up to two (2) level 1 form design and build
 - o Up to six (6) level 2 form design and build
 - o Up to three (3) level 3 form design and build

ACCEPTANCE CRITERIA:

As agreed upon in Master Contract 071B1300072C.

PROJECT CONTROL AND REPORTS:

As agreed upon in Master Contract 071B1300072C.

SPECIFIC DEPARTMENT STANDARDS:

As agreed upon in Master Contract 071B1300072C.

PAYMENT SCHEDULE:

This is a zero (0) cost request.

Payment schedule as agree upon in the Master Contract 071B1300072C

EXPENSES:

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

PROJECT CONTACTS:

- Agate Account Manager is:
Jeff Claeys
Agate Software, Inc.
jclaeys@agatesoftware.com
(517) 336-2540
- Agate Project Manager is:
B.J. Harrington
Agate Software, Inc.
bjharrington@agatesoftware.com
(517) 336-2529
- The designated Agency (LEO) Project Manager is:
Mark Whitaker
whitakerm@michigan.gov
517-335-9812
- The designated DTMB (LEO) Project Manager is:
Michael Weiszbord
weiszbrodm@michigan.gov
517-242-1272

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Work is to be performed at Agate Software, Inc., 2214 University Park Drive Suite 102, Okemos, MI, and State of Michigan facilities in Lansing, Michigan. Requests for alternative work locations must be made to the DTMB and Agency Project Manager.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

CONTRACT CHANGE NOTICE

Change Notice Number **38**

to

Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		September 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$20,798,853.50	\$896,106.00	\$21,694,959.50		

DESCRIPTION

Effective 8/8/2022, the third of five option years is executed for Agate 071B1300072. The new Contract expiration date is 9/30/2023. This Contract is increased by \$896,106 to cover the following costs through 9/30/2023.

Department of Natural Resources (DNR) - \$110,860.00
 Michigan State Police (MSP) OHSP - \$45,530.00
 Michigan State Police (MSP) GCSD - \$45,530.00
 Michigan Department of Health and Human Services (MDHHS) - \$45,000.00
 Michigan Department of Education (MDE) - \$550,000.00
 Labor and Economic Opportunity (LEO) MARS - \$46,900.00
 Labor and Economic Opportunity (LEO) KCP - \$52,286.00

State Administrative Board approval occurred on 9/24/2020.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov



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

CONTRACT CHANGE NOTICE

Change Notice Number 37

to

Contract Number 071B1300072

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

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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		
\$20,398,853.50	\$400,000.00	\$20,798,853.50		

DESCRIPTION

Effective 6/24/22, the Contract is hereby increased by \$400,000 and the following amendment incorporated for continued maintenance and operations services of MDE's MEGS Plus and NexSys.

Funding was approved on the 9/24/2020 Ad Board.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov



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

Project Title: Michigan Electronic Grants System-Plus and NexSys	Period of Coverage: 10/1/2021 - 9/30/2022
Requesting Department: Michigan Department of Education (MDE)	Date: 10/1/2022
Agency Project Manager: Drew Finkbeiner	Phone: 517.284.6984
DTMB Project Manager: Sean Strom	Phone: 517.512.3110

BACKGROUND:

MEGS Plus is a web application that supports every school district and public-school academy in Michigan, as well as many day care providers, community colleges, and universities. MEGS Plus serves about 1,000 public and private organizational entities that employ about 5,000 individual MEGS Plus users. MEGS Plus handles federal and state grant approvals, accounting for almost \$2 billion dollars, for education related grants for the Michigan Department of Education. In addition to handling federal and states grants for the department, MEGS Plus also manages a selection of grants from the Department of Health and Human Services (DHHS) and the Office Labor and Economic Opportunities (LEO). MEGS Plus is closely integrated with the Cash Management System (CMS) that is used to reimburse the award recipients of the grants in MEGS Plus.

Throughout the 20-year history of electronic grant management within the department, vendor Agate Software, Inc. has developed several systems to enable departmental processes around grant and cash management. These systems include:

- The MEGS application which was developed in 2001 as a custom application.
- CMS, developed as a custom application in 2006, and as a replacement for the departments Grants and Cash Management Reimbursement System (GCMRS).
- In 2011, MEGS was replaced by MEGS Plus, a commercial off the shelf (COTS) application with modifications (MODS).
- In 2021, NexSys was launched as a software platform, based on Agate Software's new version of their grant management software, IGX. While Grant application support (the platform for the individual grant applications) was launched in February 2021, the Cash Management business function (via CMS) was completely switched to NexSys Cash Management in September 2021. In 2022, all MEGS Plus grant applications are expected to be migrated to the NexSys Grants platform.

This Statement Of Work (SOW) document describes the total scope of work, in relation with product software, application support services and other deliverables, to include:

- **the maintenance of the current MEGSPlus system**
- **the maintenance of the NexSys Cash Management functionality**
- **the maintenance of the NexSys Grant Management functionality along with the configuration & development of individual grant applications**
- **associated documentation deliverables per DTMB SUITE standards**

through the contracted period.

OBJECTIVE:

To provide development and ongoing support for the transition from MEGS Plus to NexSys Grant Management, support for the already implemented NexSys Cash Management, with software product updates that allow MDE/SOM to remain current with the Agate Software base product.

SCOPE OF WORK:

Provide in a software (product) and consulting (services) specialist capacity, the following:

- Grant Management & Cash Management enhancement and support, core product updates, for the entire NexSys system,
- Configuration, development, testing, delivery of individual Grant applications,
- Maintenance, enhancements, and related support for MEGS Plus,
- Agate software product specific technical and functional expertise
- each of the above through September 30, 2022.

TASKS:

Technical and functional support is required from Agate Software and its staff to assist with the following tasks:

- Perform maintenance and support of the existing MEGS Plus system.
- Participate in requirements gathering sessions for the Grant application transitions to NexSys.
- Cover project management tasks from an Agate standpoint for the maintenance and conversion efforts in scope, related to managing Agate's own staff assignments and task commitments.
- Assist with and perform data conversion of application and system data from MEGS Plus to NexSys, as identified during the application requirements process and as relevant to individual grant application migrations.
- Assist with and perform integrations with CEPI, MDE, and SOM systems as identified in the requirements.
- Assist with and perform integration with the state operated user authentication system (MILogin).
- Support project tasks related to the development, testing, and support of grant applications as outlined by the grant lifecycle calendar.
- Create and/or assist in the development of SUITE deliverables spanning the lifecycle phases from requirements to implementation, to support the new NexSys system and progressive migration of applications from MEGSPlus to NexSys
- Provide training to MDE/DTMB staff as relevant to the software system(NexSys), individual grant applications, tools(e.g. Designer)
- Share with MDE/DTMB, IGX product specific and Grants/Cash subject domain related, non-proprietary and disclosure unrestricted best practices, from other Agate Software implementations which will benefit the quality of the NexSys implementation

DOCUMENTATION DELIVERABLES:

Agate Software Inc. produced deliverables for this project include:

- **IGX Product Documentation:** IGX User Guides, Technical Reference Manuals, Installation Guides, Training Materials
- **NexSys Project - General Documentation:** SOM SUITE deliverables in support of Requirements, Design, Development, Configuration, Testing, Deployment, Transition to Production.
- **NexSys Project - Software Configuration:** Software installation assistance, performance of various configurations & setups needed for the deployment and operation of the IGX COTS application as implemented by MDE.
- **NexSys Project - Software Development:** Software development and testing including data conversion (e.g. user, agency, allocations data) and interface development work (e.g. integration needed to link legacy MEGSPlus hosted content to NexSys for processing within NexSys).

Deliverables will not be considered complete until the Agency & DTMB Project Managers have formally accepted them.

ACCEPTANCE CRITERIA:

Conformance to quality standards as typically accepted on projects overseen by DTMB. Reference documents can be provided upon vendor request.

PROJECT CONTROL, BILLING, REPORTING:

Development artifacts must be kept updated with latest work status as work progresses:

- **Work ticket status updates:** In the work / project management tool (DevOps)

Detailed billing for the work in scope must include:

- **Work ticket reference:** State the exact DevOps item that was worked on
- **Resource reference:** State the Agate staff resource who performed the actual work
- **Hours:** State the work performed with the number of hours.

Vendor Concerns:

- Indicate immediately any concerns in completing the work assigned, at project meetings and in writing.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards – N/A.

PAYMENT SCHEDULE:

Vendor to provide monthly invoicing with line item separation clearly indicating services and deliverables intended and/or performed for:

- **MEGSPlus** - maintenance and support
- **NexSys** – implementation, maintenance, support, training

The parties agree to add up to \$400,000 for maintenance and operations services, to be billed at a blended hourly rate of \$100.00.

DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency(MDE) Project Manager is:

Name: Drew Finkbeiner
Department: SOM MDE
Address: JOHN HANNAH BLDG, Lansing, MI
Phone Number: 517-284-6984
Email Address: FinkbeinerD@michigan.gov

The designated DTMB Project Manager is:

For MEGSPlus & NexSys:

Name: Sean Strom
Department: SOM DTMB
Address: JOHN HANNAH BLDG, Lansing, MI
Phone Number: 517.512.3110
Email Address: StromS@michigan.gov

AGENCY RESPONSIBILITIES:

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

The project team is for the most part based in Lansing, Michigan. Agate Software staff will work from their Agate approved locations, as needed on occasion, expected to visit the project team in Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This statement of work, and the terms and conditions of Contract Number 071B1300072 constitute the entire agreement between the State and the Contractor (Agate Software).

FY2022 WORK DELIVERY PLAN: *(summary only listed in the table below. Actual work is maintained by MDE & DTMB via the DevOps project management tool and will be shared with Agate Software staff.)*

Tasks & Deliverables	Requirement	Anticipated Start Date	Anticipated Completion Date	Contractor Staff	Role	Hours	Acceptance / Signoff	Total Payment
Task I Analysis, Requirements	Business Requirements, Issue Analysis	10/1/2021	9/30/2022	Agate Project Manager, Analysts, Developers	Agate to assist MDE/DTMB in Requirements	Actuals	State PM & Project Sponsor	Actuals
Task II Development, Product Delivery	Software Product, Documentation	10/1/2021	9/30/2022	Agate Project Manager, Analysts, Developers	Agate to develop and enhance software, deliver to MDE/DTMB, provide documentation	Actuals	State PM & Project Sponsor	Actuals
Task III Warranty Support	Support for Product Software delivered	10/1/2021	9/30/2022	Agate Project Manager, Analysts, Developers	Agate to assist MDE/DTMB in debugging and solving production issues, provide code and other updates and assist in applying	Actuals	State PM & Project Sponsor	Actuals
TOTAL								



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

CONTRACT CHANGE NOTICE

Change Notice Number **36**

to

Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

--

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$20,398,853.50	\$0.00	\$20,398,853.50		

DESCRIPTION

Effective 6/9/2022, the following amendent is hearby incorporated into the Contract to recognize that the IntelliGrants IGX system implemented under Change Notice (CN) 30 replaced the legacy IntelliGrants system as outlined in prior CNs. The Annual Support and Hosting Cost for MDHHS as specified within CN 32 is replaced by the Pricing table as issued within CN 30 and is carried forward with the attached amendment.

Please note, the State's Business Relationship Manager has been changed from Kimberly Koppesch-Woods to Duane Kerkstra.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Annual Support and Hosting for MDHHS’s Division of Victim Services IntelliGrants electronic grants management system	Period of Coverage: 02/01/22-Contract End Date
Requesting Department: DTMB AS DHSS	Date: February 7, 2022
Agency Project Manager: Nicholas Sekmistrz	Phone: 517-230-3549
DTMB Project Manager: Duane Kerkstra	Phone: 248-660-0132

Brief description of services to be provided:

Recognize that the initial MDHHS Agate’s IntelliGrants electronic grants management system is replaced by that system as described within Contract Change Notice (CCN) 30 and associated support costs outlined in CCN 32 are amended.

BACKGROUND:

This Amendment is entered into between The State of Michigan, Department of Technology, Management, and Budget (the “State” or “DTMB”) and AGATE SOFTWARE INC, (“Contractor”) relating to a certain Contract # 071B1300072, for Maintenance, Support, And Enhancements to MDHHS Intelligrants.

This Amendment is effective June 9, 2022. Capitalized terms, if not otherwise defined in this Amendment, shall have the same meaning as set forth in Contract # 071B1300072, dated October 1, 2010 and subsequent Contract Change Notices (“CCN”).

WHEREAS the parties agree to revised Support and Hosting cost specific to the MDHHS use.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

PROJECT OBJECTIVE:

Amend the MDHHS’s Division of Victim Services Agate’s IntelliGrants electronic grants management system ongoing Support and Hosting cost.

The Agate IntelliGrants IGX system was implemented on February 01 2022 and replaced the legacy IntelliGrants system, used by the Violence Against Women Act (VAWA)-funded area of the Division of Victim Services area of MDHHS.

Both MDHHS legacy IntelliGrants and the new IGX systems ongoing Hosting and Support are included within the CCN#30 Pricing table under line items #22 (Annual Support) and #23 (Annual Hosting).

SCOPE OF WORK:

The Annual Support and Hosting Cost for MDHHS as specified within Contract Change Notice 32 is replaced by the Pricing table as issued within Contract Change Notice #30

Furthermore, all cost reference of the Michigan Department of Health and Human Services-MDVPTB (VAWA) software maintenance, support, and hosting outlined in the Contract Change Notice 29, Schedule D is replaced with the below Pricing table in alignment with Contract Change Notice #30.

CCN29, Schedule D: Pricing Table H is replaced in its entirety with the following:

MDHHS IntelliGrants IGX Support and Hosting Cost:

Description	FY 2022 (CCN30)	FY 2023	FY 2024	FY 2025	Total
Annual Support	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
Annual Hosting	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
TOTAL	\$45,000	\$45,000	\$45,000	\$45,000	\$180,000

PAYMENT SCHEDULE:

Annual Support and Hosting is fixed fee and will be invoiced once annually.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Nicholas Sekmistrz, MDHHS Agency Owner
 DHHS – VOCA
 SekmistrzN2@michigan.gov
 517-230-3549

The designated DTMB Project Manager is:

Duane Kerkstra, DTMB AS MDHHS Business Relationship Manager
 DTMB – AS, MDHHS ADS
 kerkstrad@michigan.gov
 248-660-0132



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 **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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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		
\$20,398,853.50	\$0.00	\$20,398,853.50		

DESCRIPTION

Effective 5/2/2022, the following amendment is hereby incorporated into the Contract for Annual Support Services for the prorated term of 1/1/2022-9/30/2022 for Labor and Economic Opportunity (LEO) KCP. Total estimated cost is \$22,714.50.

No additional funding is needed at this time; existing funds are adequate to support this change. Funds were added previously under Change Notice 32.

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

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-241-3314	Koppsch-WoodsK@michigan.gov



Date: December 27, 2021

Submitted to:

**Michigan Department of Labor & Economic
Opportunity
Workforce Development**

Attention:

Kelly Simmons
Higher Education Consultant Special Programs
Workforce Development
Department of Labor and Economic Opportunity

Title:

Workforce Development Agency

Prorated

Annual Support

Submitted by:

Agate Software, Inc.
Jeff Claeys
2214 University Park Dr., Suite 102
Okemos, MI 48864
Ph: (517) 336-2540
Fax (517) 492-0452
jclaeys@agatesoftware.com





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Background

The State has a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the IntelliGrants™ software. The IntelliGrants™ software is an application that allows state agencies to automate and streamline the grant life cycle. The software allows potential grantees the ability to apply for grants using a web-portal. The portal provides comprehensive information about available grant programs, eligibility requirements, information on grant writing techniques, access to key statistics, and the ability for applicants to look up grant application status. Additionally, IntelliGrants™ also allows the state agencies to automate the workflow required to review, approve, and deny grant applications.

The purpose of this Contract is for ongoing maintenance, enhancements, and hosting options, for the electronic grant management application IntelliGrants™.

Project Objective

The objective of this statement of work is to outline the desired work for the fiscal year 2022 for the KCP system to provide Annual Support services. The project period will be from January 1st, 2022, to September 30, 2022.





Overview

Agate Software, Inc. is providing this quote for ongoing support for the IntelliGrants-based system; King, Chavez, and Parks (KCP) currently in use by the Michigan Department of Labor & Economic Opportunity (LEO). KCP is a proprietary solution deployed by Agate Software, Inc. for E&T. Agate Software, Inc. is the only vendor able to provide maintenance and support services and any code modifications on KCP. These services are to be provided as described in section 1.100 of contract number 071B1300072.





Deliverables

Attributes of the deliverable

- Live help desk support (8:00 am - 8:00 pm EST, Mon. – Fri.), our call center is housed and staffed at our Okemos, Michigan headquarters and can be contacted to discuss product related questions. The helpdesk can be reached toll free at 800-820-1890 or by email at helpdesk@agatesoftware.com.
- Access to our proprietary, online web-based issue resolution tool ProjectTrax which is available 24 hours a day, 7 days a week and 365 days a year for problem reporting and project tracking.
- Weekly system pushes for patches, and bug fixes.
- Quarterly global updates to the IntelliGrants product which affects all customers on the IntelliGrants platform. These updates are outlined in our corresponding quarterly Product Release Notes.

Deliverable risks / assumptions

- For customers that perform their own configuration changes, annual support does not cover customer-caused defects by improper use of the system

This is for the prorated term of January 1, 2022, through September 30, 2022.

Annual Support will be invoiced the day the IntelliGrants product is installed in a live production environment and once annually, each year thereafter.





Acceptance Criteria

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them in writing.

Specific Department Standards

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

Payment Schedule

DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued Delivery 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 invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees.

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

Expenses

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

Project Contacts

- Jeff Claeys, Account Manager
Agate Software, Inc.
jclaeys@agatesoftware.com
(517) 336-2540
- B.J. Harrington, Project Manager
Agate Software, Inc.
bjharrington@agatesoftware.com
(517) 336-2529
- Ryan Malacina, Project Lead
Agate Software, Inc.





rmalacina@agatesoftware.com

(517) 336-2563

Location Of Where the Work Is to Be Performed

Work is to be performed at Agate Software, Inc., 2214 University Park Drive Suite 102, Okemos, MI, and

State of Michigan facilities in Lansing, Michigan. Requests for alternative work locations must be made to the DTMB and Agency Project Manager.

Expected Contractor Work Hours and Conditions

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.





Price Table

MI LEO KCP	Term: 1/1/2022-9/30/2022	Cost
1	Annual Support	\$22,714.50
	Total	\$22,714.50





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 **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

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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		
\$20,398,853.50	\$0.00	\$20,398,853.50		

DESCRIPTION

Effective 1/10/22, the following amendment is hereby incorporated into the Contract for continuation of maintenance and support of MDE's MEGS Plus and NexSys.

No additional funding is needed at this time; existing funds are adequate to support this change. Funds for this Statement of Work were added under Change Notice 32.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-241-3314	Koppsch-WoodsK@michigan.gov



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

Project Title: NexSys and MEGS Plus	Period of Coverage: 10/01/2021-09/30/2022
Requesting Department: Department of Education	Date:
Agency Project Manager: Drew Finkbeiner	Phone: 517.241.6984
DTMB Project Manager: Sean Strom	Phone: 517.512.3110

1. BACKGROUND

NexSys and MEGS Plus are web application that supports every school district and public-school academy in Michigan, as well as many day care providers, community colleges, and universities. The systems serve about 1,000 public and private organizational entities that employ about 5,000 individual users. The systems handle federal and state grant approvals, accounting for almost \$2 billion dollars, for education related grants for the Michigan Department of Education. In addition to handling federal and states grants for the department, MEGS Plus also manages a selection of grants from the Department of Health and Human Services (DHHS) and the Office Labor and Economic Opportunities (LEO).

Throughout the 19-year history of electronic grant management within the department, Agate Software, Inc. has developed three systems to assist in the facilitation of the departments processes around grant and cash management. These systems include:

- The MEGS application which was developed in 2001 as a custom application.
- CMS, developed as a custom application in 2006, as a replacement for the departments Grants and Cash Management Reimbursement System (GCMRS).
- In 2011, MEGS was replaced by MEGS Plus, a commercial off the shelf (COTS) application with modifications (MODS).
- In 2020, the transition from MEGS Plus and CMS to NexSys, a commercial off the shelf (COTS) application began with the transition scheduled to be complete in 2022.

2. PROJECT OBJECTIVE

This project will continue the transition from MEGS Plus to NexSys and will provide maintenance, enhancements, and support for MEGS Plus and NexSys.

3. SCOPE OF WORK

Approved tasks, application development, and support for MEGS Plus and NexSys from October 1, 2021 through September 20, 2022.

4. DELIVERABLES

Deliverables will no be considered complete until the Agency Project Manager, or designee, has formally accepted the task.

Agate include but are not limited to the following:

- Software Maintenance and Support:
 - Troubleshoot production problems; make recommendations for improvements;
 - System Updates;
 - Issue Resolution
- Complete the software development lifecycle for approximately 100 applications and reports listed in APPENDIX A. Applications must be completed by the Development Due Date listed in DevOps in order for the work to be considered on time and complete as per the Service Level Agreement in the master contract. The Development Due Date can change based on MDE not being able to provide program office approved requirements on or before the Requirements Due Date. In this case, the Development Due Date will be adjusted by the corresponding number of days that the requirements surpass the Requirements Due Date.

5. ACCEPTANCE CRITERIA

Acceptance will be provided through electronic written approval through DevOps. All defects identified in application testing by MDE will be entered into and tracked in DevOps as Bugs and will be remediated by the VENDOR at no additional cost to MDE, per the master agreement.

6. PAYMENT SCHEDULE

Maintenance and Operations Costs

The parties agree to add up to \$500,000 for maintenance and operations services, to be billed at a blended hourly rate of \$90.00.

Payment will be made on a monthly basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

7. EXPENSES

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

8. PROJECT CONTACTS:

The designated Agency (MDE) Project Manager is:

Name: Drew Finkbeiner
Department: SOM MDE
Address: JOHN HANNAH BLDG, Lansing, MI
Phone Number: 517-284-6984
Email Address: FinkbeinerD@michigan.gov

The designated DTMB Project Managers are:

Name: Sean Strom
Department: SOM DTMB
Address: JOHN HANNAH BLDG, Lansing, MI
Phone Number: 517.512.3110

Email Address: StromS@michigan.gov

APPENDIX A

ID	Work Item Type	Title	Config By	Go Live Date
174770	User Story	2022 GEAR-UP Gaining Early Awareness and Readiness for Undergraduate Program Requirement	Agate	10/01/21
174752	User Story	2021 Gaining Early Awareness and Readiness for Undergraduate Program (GEAR-UP) Final Expenditure Report	Agate	10/15/21
174858	User Story	2022 Charter Schools Program Requirement	DTMB	02/01/22
174816	User Story	2023 CTE Perkins Requirement	Agate	02/11/22
174800	User Story	2023 CCS Perkins Requirement	Agate	02/18/22
174768	User Story	2022 GEAR-UP Gaining Early Awareness and Readiness for Undergraduate Program Interim Rpt	Agate	03/01/22
174792	User Story	2023 Adult Education: Section 107 Requirement	Agate	03/01/22
174796	User Story	2023 Adult Education: Section 107 Special Programs Requirement	Agate	03/01/22
174798	User Story	2023 Adult Education: Section 107 Supplemental Funding Requirement	Agate	03/01/22
174828	User Story	2022 Sec 32p Grants - State Aid IER	Agate	03/31/22
174832	User Story	2022 Sec 32p(4) - Home Visiting IER	Agate	03/31/22
174870	User Story	2022 Summer Migrant Requirement	DTMB	04/01/22

ID	Work Item Type	Title	Config By	Go Live Date
174900	User Story	CNP 2023: Fresh Fruit and Vegetable Program Requirement	Agate	04/01/22
174902	User Story	CNP 2023: NSLP Equipment Assistance Grant Requirement	Agate	04/01/22
174910	User Story	2023 21st CCLC Cohorts Requirement	DTMB	04/01/22
174912	User Story	2023 21st CCLC State Activities Requirement	DTMB	04/01/22
174918	User Story	2022 Special Education-IDEA GFI Interim Report	DTMB	04/01/22
174808	User Story	2023 WIOA IELCE Programs Requirement	Agate	04/15/22
174810	User Story	2023 WIOA Institutional Programs Requirement	Agate	04/15/22
174812	User Story	2023 WIOA Instructional Programs Requirement	Agate	04/15/22
174866	User Story	2022 Section 31a Annual Program & Fiscal Report Requirement	DTMB	04/15/22
174836	User Story	2023 Early On	DTMB	05/01/22
174854	User Story	2023 Special Education - Preschool Requirement	Agate	05/01/22
174868	User Story	2022 Section 41 Program Report	Agate	05/01/22
174872	User Story	2023 Consolidated Application	Agate	05/01/22

ID	Work Item Type	Title	Config By	Go Live Date
174874	User Story	2023 Homeless Students Grant Requirement	DTMB	05/01/22
174890	User Story	2022 Nonpublic School Reimbursement Section 152b - On Hold	Agate	05/15/22
174834	User Story	2022 Special Education Preschool Final Report	Agate	06/01/22
174882	User Story	2023 Title I Regional Assistance Grant Requirement	DTMB	06/01/22
174764	User Story	2022 CCS Perkins Final Report	Agate	06/03/22
174842	User Story	2023 GSRP Acceptance of Funds	Agate	06/09/22
174758	User Story	2022 Adult Education: Section 107 Final Report	Agate	06/15/22
174760	User Story	2022 Adult Education: Section 107 Special Programs Final Report	Agate	06/15/22
174762	User Story	2022 Adult Education: Section 107 Supplemental Final Report	Agate	06/15/22
174814	User Story	2022 CTE Perkins Final (End of Year) Report	Agate	06/17/22
174788	User Story	2023 Adult Education Instructional Initiatives Requirement	Agate	07/01/22
174790	User Story	2023 Adult Education Special Projects Requirement	Agate	07/01/22
174794	User Story	2023 Adult Education: Section 107 Special Programs - Interim Report Requirement	Agate	08/01/22
174822	User Story	2022 Early On - State School Aid Section 54d Carryover FER	Agate	08/01/22
174824	User Story	2022 Early On - State School Aid Section 54d FER and Carryover Budget	Agate	08/01/22

ID	Work Item Type	Title	Config By	Go Live Date
174838	User Story	2023 Early On - State School Aid Section 54d Requirement	DTMB	08/01/22
174840	User Story	2023 Early On/Interagency Requirement	Agate	08/01/22
174856	User Story	2023 State Intervention Services Requirement	Agate	08/01/22
174896	User Story	CNP 2023: 10 Cents a Meal for Michigan Kids and Farms	Agate	08/01/22
174906	User Story	CNP 2023: TEFAP/CSFP Requirement	Agate	08/01/22
174916	User Story	2022 Special Education-IDEA GFI Final Report	Agate	08/01/22
174850	User Story	2023 Sec 32p Grants - State Aid Application Requirement	DTMB	08/10/22
174852	User Story	2023 Sec 32p(4) - Home Visiting Requirement	DTMB	08/10/22
174846	User Story	2024 GSRP Head Start Demographics Requirement	Agate	08/15/22
174888	User Story	2023 Annual Required Certifications	DTMB	08/15/22
174898	User Story	CNP 2023: CACFP - Family Day Care Homes Requirement	Agate	08/15/22
174772	User Story	2022 Instructional Initiatives Final Report	Agate	09/01/22
174780	User Story	2022 Special Projects Final Report	Agate	09/01/22
174782	User Story	2022 WIOA IELCE Final Report	Agate	09/01/22
174784	User Story	2022 WIOA Institutional Final Report	Agate	09/01/22
174786	User Story	2022 WIOA Instructional Final Report	Agate	09/01/22
174802	User Story	2023 Michigan College/University Partnership Program (MICUP) Requirement	DTMB	09/01/22

ID	Work Item Type	Title	Config By	Go Live Date
174804	User Story	2023 Morris Hood, Jr. Educator Development Program (MHED) Requirement	DTMB	09/01/22
174806	User Story	2023 Select Student Support Services (4S) Requirement	DTMB	09/01/22
174880	User Story	2023 Section 41 Bilingual Education Requirement	Agate	09/01/22
174878	User Story	2023 MiSTEM Network Region Grant - State Grant	DTMB	09/07/22
174848	User Story	2023 GSRP Implementation Plan	Agate	09/15/22
174826	User Story	2022 Sec 32p Grants - State Aid FER	Agate	09/30/22
174830	User Story	2022 Sec 32p(4) - Home Visiting FER	Agate	09/30/22
174766	User Story	2022 College Day Final Rpt	Agate	10/01/22
174860	User Story	2022 Consolidated Performance Report	Agate	10/01/22
174862	User Story	2022 Homeless Final Report	Agate	10/01/22
174864	User Story	2022 MI Comprehensive Literacy State Development Project	DTMB	10/01/22
174884	User Story	2023 Title I, Part A Comparability Requirement	Agate	10/01/22
174892	User Story	2023 Nonpublic School Membership Report	DTMB	10/01/22
174908	User Story	2023 Section 21(h) Partnership Districts Requirement	DTMB	10/01/22
174926	User Story	2023 Section 99h - State Grant	DTMB	10/04/22
174876	User Story	2023 MiSTEM Advisory Council Grants - State Grant	DTMB	10/19/22

ID	Work Item Type	Title	Config By	Go Live Date
174774	User Story	2022 MI College/University Partnership Program (MICUP) Final Report	Agate	11/22/22
174776	User Story	2022 Morris Hood, Jr. Educator Development Program (MHED) Final Report	Agate	11/22/22
174778	User Story	2022 Select Student Support Services (4S) Final Report	DTMB	11/22/22
174844	User Story	2024 GSRP Funding Application (formally CNAAs) Requirement	Agate	12/01/22
176908	User Story	CNP 2024: OHNS Coordinated Food Application	Agate	03/01/23
174922	User Story	2023 Special Education-Flowthrough Requirement	Agate	05/01/23
174920	User Story	2023 Special Education General Supervision Grant Requirement	DTMB	06/01/23
174914	User Story	2022 Special Education Flowthrough Final Report	Agate	09/01/23
174924	User Story	2023 Special Education-IDEA Grant Funded Initiatives Requirement	DTMB	09/01/23
174748	User Story	2023 MI School Data Management	DTMB	
174750	User Story	2023 Sec 22m Technology Regional Data Hubs Grant - State Grant	DTMB	
174886	User Story	2022 Equity & Diversity in Education Workforce Grant Requirement	DTMB	
174894	User Story	2023 Anti-Bullying Policy - PA 478 Cyberbullying	Agate	



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 **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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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		
\$20,398,853.50	\$0.00	\$20,398,853.50		

DESCRIPTION

Effective 10/19/2021, the following amendment is hereby incorporated into the Contract for System Maintenance and Support, Annual Hosting, and Service Enhancements that will be performed during Fiscal Year 2022 for MSP. Total estimated cost is \$43,330.00.

No additional funding is needed at this time; existing funds are adequate to support this change. Funds were added previously under CN 32.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-241-3314	Koppsch-WoodsK@michigan.gov



Date: August 31, 2021

Submitted to:

Michigan State Police
Office of Highway Safety Planning

Attention:

Jessica Riley
Planning and Administration Section Manager
Office of Highway Safety Planning

Title:

OHSP Fiscal Year 22

Cost Proposal Quote

Submitted by:

Agate Software, Inc.
Jeff Claeys
2214 University Park Dr., Suite 102
Okemos, MI 48864
Ph: (517) 336-2540
Fax (517) 492-0452
jclaeys@agatesoftware.com





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Assumptions	7
Acceptance Criteria	7
Payment Schedule	9
Project Contacts	9
Acceptance	10





High Level Price Chart

MSP OHSP	Term: 10/1/2021-9/30/2022	Cost
	System Maintenance and Support	\$11,280.00
	Annual Hosting	\$12,250.00
	Service Enhancements	
	(MAGIC+)	\$19,800.00
	Total	\$43,330.00

System Maintenance Support and Annual Hosting are billed as an up-front deliverable to be paid on or before the agencies term date of October 1, 2021 and run until September 30, 2022.

Service Enhancements will be billed on a Time and Materials basis. Services must be dependent upon mutually agreed upon statement(s) of work between Agate and the State of Michigan. Once agreed to, Agate must not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this contract. The purchase order will be available but not billed against until the agency signs the statement of work and agrees to the work Agate is to complete. Having the purchase order set up at the beginning of the fiscal year will alleviate any procurement timing issues. Agate Software will provide service enhancements at the request of OHSP, and invoicing will be sent on the 1st of each month as service configuration work is performed.





Project Deliverables

MAGIC+ Rollovers

1. Highway Safety Grant

- Highway Safety Grant
- Make necessary changes/enhancements to the Application
- Test updated Application
- The level of effort shall not exceed 50 hours

2. OHSP Financial Status Report

- Rollover Financial Status Report
- Make necessary changes to the Financial Status Report
- Test updated Financial Status Report
- The level of effort shall not exceed 35 hours

3. OHSP Progress Report

- Rollover Progress Report
- Make necessary changes to the Report
- Test updated Report
- The level of effort shall not exceed 15 hours

4. OHSP Enforcement Report

- Rollover Enforcement Report
- Make necessary changes to the Report
- Test updated Report
- The level of effort shall not exceed 15 hours

Professional Services Enhancements

5. MAGIC+ Enhancements

Agate Software will provide additional enhancement services at the request of OHSP. Additional work will be time and materials based and invoicing will be sent on the 1st of each month as service configuration work is performed. This section includes up to 105 hours for enhancements outside of the Annual Support. The following list is an example of what changes would be covered under service enhancements.





- Changes to Forms
- Changes to Business Rules
- Changes to Security Roles
- Changes to the Workflow
- Additional Grant Programs
- Additional Management Reports
- Any additional Roll over services- Rollover services are defined as making a copy of a current grant program and changing the dates for the next grant cycle year (e.g., Changing or rolling over the dates from 2021 to 2022)

Agate must receive formal written approval from the Michigan State Police Office of Highway Safety Planning (OHSP) prior to performing any work under this service contract. That approval/authorization will be in the form of a signed Statement of Work.

Annual Support

6. Annual Support term October 1, 2021 through September 30, 2022.

Billing

The fees for this engagement include an annual recurring fee for Support. The

Annual recurring fees shall be billed once per year. The annual term will begin October 1, 2021 through September 30, 2022.

Annual Hosting

7. Annual Hosting term October 1, 2021 through September 30, 2022.

Billing

The fees for this engagement include an annual recurring fee for Hosting. The

Annual recurring fees shall be billed once per year. The annual term will begin October 1, 2021 through September 30, 2022.





Detailed Pricing Information

ID	Deliverable	Description	Cost
1	Highway Safety Grant	<ul style="list-style-type: none"> Rollover existing application and make necessary changes Test updated rollover 	\$4,500.00
2	OHSP FSR	<ul style="list-style-type: none"> Rollover existing report and make necessary changes Test updated report 	\$3,150.00
3	OHSP Progress Report	<ul style="list-style-type: none"> Rollover existing report and make necessary changes Test updated rollover 	\$1,350.00
4	OHSP Enforcement Report	<ul style="list-style-type: none"> Rollover existing reports and make necessary changes Test updated rollover 	\$1,350.00
5	MAGIC+ Enhancements	<ul style="list-style-type: none"> Additional Professional Services for any unforeseen MSP requested work. To be billed at \$90/hour. 	\$9,450.00
			\$19,800.00
6	Annual Support	Annual Support Term 10/1/2021 through 9/30/2022	\$11,280.00
7	Annual Hosting	Annual Hosting Term 10/1/2021 through 9/30/2022	\$12,250.00
TOTAL			\$43,330.00





Assumptions

- Travel and expenses are not reimbursable under the terms of this agreement.
- Work is to be performed at Agate Software, Inc. and MSP as needed
- Expected contractor work hours and conditions: 8:00am-5:00pm EST
- Meetings and Calls that fall under Annual Support work will not be billed
- Meetings and Calls that fall under Time and Materials work will be billed

Acceptance Criteria

Specific acceptance criteria for software enhancements will be included in each Statement of Work.

The following criteria apply to software enhancement deliverables:

- Beta software is not accepted as final deliverable.
- MDTMB will review the software enhancements for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery and operation.
- Approvals will be written and signed by Agency/MDTMB Project Manager as identified in applicable statement of work. Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit software for approval.
- Software enhancements are installed and configured in appropriate environment (e.g. development, test, pre-live, live). Contingency plans and de-installation procedures and software are provided by Contractor and approved by the Agency/MDTMB Project Managers as identified in applicable statement of work.
- Contractor will successfully test software enhancements in the development environment before moving the enhancement to the test and pre-live environments for final software testing by Agency/MDTMB. Approvals will be written and signed by Agency/MDTMB Project Managers.





- Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit test software, data and results for approval. Only after successful State testing in the test and pre-live area will the enhancement be implemented in the production environment. This implementation should occur at an agreed upon time during non-business hours, such as late evenings or weekends.

Electronic written approval from MSP and DTMB is to serve as acceptance for tasks to ensure the system performs as its intended function.

User acceptance testing is conducted at various stages throughout the project. Agate expects MSP to perform user acceptance testing for each of the deliverables that are not documentation in the scope of work. Final user acceptance testing is also expected to be performed by the due date in the project schedule.





Payment Schedule

Agate will provide a payment schedule based on the project schedule and project deliverables once the estimates above are approved by DTMB and MSP.

Payment terms are net 45 days from issuance of approved invoices. Invoices for all fees are to be issued on the 1st or 16th of each month. "Draft" Invoices will be sent to the agency project manager and DTMB project manager for approval. The agency will respond to Agate within 10 business days with an approval or any questions. Once there is an approval Invoice, Agate will send to DTMB Accounts Payable for payment.

Project Contacts

- Jeff Claeys, Account Manager
Agate Software, Inc.
jclaeys@agatesoftware.com
(517) 336-2540
- B.J. Harrington, Project Manager
Agate Software, Inc.
bjharrington@agatesoftware.com
(517) 336-2529
- Jessica Riley, Planning and Administration Section Manager
MSP Office of Highway Safety Planning
rileyj9@michigan.gov
(517) 897-3361





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 071B1300072

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 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 checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$19,084,054.50	\$1,314,799.00	\$20,398,853.50		

DESCRIPTION

Effective 9/8/2021, the second of five option years is executed. The new Contract expiration date is 9/30/2022. This Contract is increased by \$1,314,799.00 to cover the following costs through 9/30/2022.

Department of Natural Resources (DNR) - \$104,560.00
 Michigan State Police (MSP) OHSP - \$43,330.00
 Michigan State Police (MSP) GCSD - \$43,330.00
 Michigan Department of Health and Human Services (MDHHS) - \$33,793.00
 Michigan Department of Education (MDE) - \$500,000.00
 Michigan State Housing Development Authority (MSHDA) - \$495,000.00
 Labor and Economic Opportunity (LEO) MARS - \$44,700.00
 Labor and Economic Opportunity (LEO) KCP - \$50,086.00

State Administrative Board approval occurred on 9/24/2020. Michigan State Housing Development Authority (MSHDA) approval occurred separately.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-241-3314	Koppsch-WoodsK@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 071B1300072

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 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"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$18,484,434.50	\$599,620.00	\$19,084,054.50		

DESCRIPTION

Effective 7/23/2021, this Contract is hereby increased by \$599,620.00 and following amendment is incorporated to upgrade the MATT & MATT 2.0 applications MSHDA is currently using for its grants management system to Agate's IGX IntelliGrants. MSHDA's Board of Directors has approved the full amount of this addition.

Additionally, the FY2021 NHTSA Certifications and Assurances language is added to the Contract to allow OHSP to secure Federal funding.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-241-3314	Koppsch-WoodsK@michigan.gov



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

Project Title: Grant Management System for Michigan State Housing Development Authority (MSHDA)	Period of Coverage: 7/12/2021 – 12/7/2022
Requesting Department: Michigan State Housing Development Authority (MSHDA)	Date: 05/05/2021
Agency Project Manager: Mark Whitaker (MSHDA)	Phone: 517-335-9812
DTMB Project Manager: Michael J. Weiszbrod (DTMB)	Phone: 517-242-1272

BACKGROUND:

The Michigan State Housing Development Authority (MSHDA) established in 1966, provides financial and technical assistance through public and private partnerships to create and preserve safe and decent affordable housing, engage in community economic development activities, develop vibrant cities, towns and villages, and address homeless issues. In 2002, MSHDA and Agate Software, Inc. (Agate) implemented the MSHDA Activity Tracking Tool (MATT and Later MATT 2.0) to manage housing projects. MATT provides online capabilities for applications, creation of contracts, submission of program data and financial payment requests and creation of customized reports. The MATT system has been in use/development for many years and has reached a level of complexity that is challenging for Agate and MSHDA to manage. The MATT system is based on technology no longer supported by the Department of Technology, Management, and Budget (DTMB) and does not provide MSHDA with the desired levels of system performance and functionality. Since 2002, there have been numerous advancements in technology and lessons learned by the MATT project team. Converting the MATT system into the most current version of IntelliGrants™ (IGX) is the opportunity to incorporate these valuable concepts into the system for the future. The information in this document and measures being taken during this phase of the engagement are the steps involved in converting the MATT system into IGX.

PROJECT OBJECTIVE/ SCOPE:

This project will upgrade the MATT & MATT 2.0 applications MSHDA is currently using for its grants management system to Agate's IGX IntelliGrants. Additionally, Agate will provide maintenance, support, enhancements and hosting services. This document is intended to serve as the framework for the configuration of IntelliGrants for the MSHDA. To ensure a timely and successful project, Agate Software will only configure from the design documentation that is approved by the MSHDA.

DELIVERABLES:

MSHDA's implementation of Agate's IGX IntelliGrants will conform to the following criteria and additionally meet the requirements listed in **REQUIREMENTS – TABLE 1**.

Workflow and Form Design and Build Level Definitions

Any changes to an approved design or configuration must go through the Change Management Process.

Workflow Design and Build Levels

- Level 1 Workflow Design
 - o Design of up to ten (10) documented workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 1 Workflow Build
 - o Configuration of up to ten (10) workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 2 Workflow Design
 - o Design of Up to thirty (30) documented workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Up to two (2) custom SQL instances.
- Level 2 Workflow Build
 - o Configuration of up to thirty (30) workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Programming of up to two (2) custom SQL instances.
- Level 3 Workflow Design
 - o Design of Up to fifty (50) documented workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Up to five (5) custom SQL instances.
- Level 3 Workflow Build
 - o Configuration of up to fifty (50) workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Programming of up to five (5) custom SQL instances.

Form Design and Build Levels

- Level 1 Form Design & Build
 - o Design and configuration of up to twenty (20) data fields, up to a total of ten (10) business rules (error checks, warnings, and arithmetic calculations) and PDF version of the form. Form build does not include data-driven fields or custom SQL.
- Level 2 Form Design & Build
 - o Design and configuration of up to forty (40) data fields, fifteen (15) business rules (error checks, warnings, and arithmetic calculations) and PDF version of the form. Form build includes either data-driven fields OR custom SQL.
- Level 3 Form Design & Build
 - o Configuration of up to eighty (80) data fields, thirty (30) business rules (error checks, warnings, and algebraic calculations) and PDF version of the form. Form build includes both data-driven fields and custom SQL.

Upgrade

1. IGX Standard Upgrade Package

MSHDA will receive a perpetual, non-exclusive IntelliGrants, version IGX Enterprise License governed by the terms of the associated license agreement.

An Enterprise License entitles the customer to the following:

- Unlimited number of users
- Full system support, including both Tier 1 (external users) and Tier 2 (customer staff)
- Unlimited document storage when using the Agate Cloud Hosting Service
- Ability to configure unlimited security roles
- Sam.gov system interface used for DUNS # verification
- Grants.gov system interface used by customers to seek additional funding opportunities
- USPS system interface used to validate address information
- Daily Data Warehouse export
- Ability to configure unlimited workflow processes
- Weekly configuration push

Attributes of the Standard Upgrade Package include the following:

- Customer Branding, including the following:
 - Creation of a system header banner based on MSHDA provided materials such as an existing logo
 - Application of system color scheme made up of a Heading Color, Sub-Heading Color, Highlight Color, Accent Color, Auxiliary Color, Primary Text Color and Secondary Text Color
- Installation of the IntelliGrants product in an Agate hosted Shared Development environment
- Installation of the IntelliGrants product in an Agate hosted UAT environment
- Installation of a system interface with Sam.gov, used for validating and automating user registrations
- Installation of a system interface with Grants.gov used by the MSHDA to seek federal funding opportunities

Deliverable Assumptions include the following:

- The provided IntelliGrants IGX License Agreement must be signed prior to any work being started
- Signed Change Notice from DTMB Central Procurement

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- This deliverable will be invoiced prior to work beginning on the remaining deliverables

2. Project Kickoff

Attributes of the deliverable:

Business Analysis which includes the following:

- Project Scope Validation
- Product Demonstration
- Project Planning (Timeline and Resources)
- Project Roles and Responsibilities
- Definition and Documentation of Business Process Workflows via Microsoft Visio
- Definition of System Security Roles
- Three (3) days onsite with two (2) Agate Software Resources

Deliverable Pre-requisites include the following:

- Signed Statement of Work
- Signed License Agreement
- Signed Change Notice from DTMB Central Procurement

Sign-off and invoicing of the deliverable is contingent upon the following:

- Onsite Project Kickoff Meeting Completed

3. Project Management

Attributes of the deliverable

- Development and maintenance of the project schedule
- Development and maintenance of the communication plan
- Development and maintenance of the resource plan
- Weekly project status meetings
- Weekly meeting agenda
- Weekly project status reports

Sign-off and invoicing of the deliverable is contingent upon the following:

- Delivery of project schedule
- Delivery of communication plan
- Delivery of resource plan

4. Product Security Role Setup

Attributes of the deliverable

- System security role definition documented through the Security Role Matrix
- System security role setup for MSHDA and external user organizations

Deliverable Risks/Assumptions

- MSHDA will approve the Security Role Matrix prior to configuration of the system security roles

Sign-off and invoicing of the deliverable is contingent upon the following:

- MSHDA ability to login as each of the newly created security roles

5. Configuration: HALO Application Process

Attributes of the deliverable

- Design and configuration of **one (1) level 2** workflow for the application process
- Design and configuration of the application document template(s) including the following:
 - o Automatic user assignment properties
 - o Document creation agreement language
 - o Document identification number format
 - o Program description
 - o Document form template configuration including the following:
 - Up to **ten (10) level 1** form design and build
 - Up to **two (2) level 2** form design and build
 - Up to **three (3) level 3** form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MSHDA of the application template(s) configuration listed within this deliverable in the Agate Shared Development environment

6. Configuration: HALO Grant Process

Attributes of the deliverable

- Design and configuration of **one (1) level 3** workflow for the grant process
- Design and configuration of the grant document template(s) including the following:
 - o Automatic user assignment properties
 - o Document creation agreement language
 - o Document identification number format
 - o Program description
 - o Document form template configuration including the following:
 - Up to **fifteen (15) level 1** form design and build
 - Up to **six (6) level 2** form design and build
 - Up to **three (3) level 3** form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MSHDA of the grant template(s) configuration listed within this deliverable in the Agate Shared Development environment

7. Configuration: HALO FSR Process

Attributes of the deliverable

- Design and configuration of **one (1) level 2** workflow for the FSR process
- Design and configuration of the FSR document template(s) including the following:
 - o Automatic user assignment properties
 - o Document creation agreement language
 - o Document identification number format
 - o Program description
 - o Document form template configuration including the following:
 - Up to **nine (9) level 1** form design and build
 - Up to **two (2) level 3** form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MSHDA of the FSR template(s) configuration listed within this deliverable in the Agate Shared Development environment

8. Configuration: OPAL Grant Process

Attributes of the deliverable

- Design and configuration of the grant document template(s) including the following:
 - o Automatic user assignment properties
 - o Document creation agreement language
 - o Document identification number format
 - o Program description
 - o Document form template configuration including the following:
 - Up to **fifteen (15) level 1** form design and build
 - Up to **two (2) level 2** form design and build
 - Up to **two (2) level 3** form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MSHDA of the grant template(s) configuration listed within this deliverable in the Agate Shared Development environment

9. Configuration: HEP/HUD Grant Process

Attributes of the deliverable

- Design and configuration of the grant document template(s) including the following:
 - o Automatic user assignment properties
 - o Document creation agreement language
 - o Document identification number format
 - o Program description
 - o Document form template configuration including the following:
 - Up to **nine (9) level 1** form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MSHDA of the grant template(s) configuration listed within this deliverable in the Agate Shared Development environment

10. Configuration: HEP User Process

Attributes of the deliverable

- Design and configuration of **one (1) level 2** workflow for the HEP User process
- Design and configuration of the HEP User document template(s) including the following:
 - o Automatic user assignment properties
 - o Document creation agreement language
 - o Document identification number format
 - o Program description
 - o Document form template configuration including the following:
 - Up to **five (5) level 1** form design and build
 - Up to **two (2) level 2** form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MSHDA of the HEP User template(s) configuration listed within this deliverable in the Agate Shared Development environment

11. Configuration: Progress Report Process

Attributes of the deliverable

- Design and configuration of **one (1) level 1** workflow for the Progress Report process
- Design and configuration of the Progress Report document template(s) including the following:

- Automatic user assignment properties
- Document creation agreement language
- Document identification number format
- Program description
- Document form template configuration including the following:
 - Up to **one (1) level 1** form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MSHDA of the Progress Report template(s) configuration listed within this deliverable in the Agate Shared Development environment

12. Configuration: Partnership Profile Process

Attributes of the deliverable

- Design and configuration of **one (1) level 2** workflow for the Partnership Profile process
- Design and configuration of the Partnership Profile document template(s) including the following:
 - Automatic user assignment properties
 - Document creation agreement language
 - Document identification number format
 - Program description
 - Document form template configuration including the following:
 - Up to **six (6) level 1** form design and build
 - Up to **two (2) level 2** form design and build
 - Up to **two (2) level 3** form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MSHDA of the Partnership Profile template(s) configuration listed within this deliverable in the Agate Shared Development environment

13. Configuration: Agency Bill Process

Attributes of the deliverable

- Design and configuration of **one (1) level 1** workflow for the Agency Bill process
- Design and configuration of the Agency Bill document template(s) including the following:
 - Automatic user assignment properties
 - Document creation agreement language
 - Document identification number format
 - Program description

- Document form template configuration including the following:
 - Up to **seven (7) level 1** form design and build
 - Up to **four (4) level 2** form design and build
 - Up to **one (1) level 3** form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MSHDA of the Agency Bill template(s) configuration listed within this deliverable in the Agate Shared Development environment

14. Configuration: OPAL FSR Process

Attributes of the deliverable

- Design and configuration of the OPAL FSR document template(s) including the following:
 - Automatic user assignment properties
 - Document creation agreement language
 - Document identification number format
 - Program description
 - Document form template configuration including the following:
 - Up to **five (5) level 1** form design and build
 - Up to **one (1) level 3** form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MSHDA of the OPAL FSR template(s) configuration listed within this deliverable in the Agate Shared Development environment

15. Configuration: CD Activity Process

Attributes of the deliverable

- Design and configuration of **one (1) level 3** workflow for the CD Activity process
- Design and configuration of the CD Activity document template(s) including the following:
 - Automatic user assignment properties
 - Document creation agreement language
 - Document identification number format
 - Program description
 - Document form template configuration including the following:
 - Up to **fifteen (15) level 1** form design and build
 - Up to **eight (8) level 2** form design and build
 - Up to **six (6) level 3** form design and build

Sign-off and invoicing of the deliverable is contingent upon the following:

- Validation of UAT by MSHDA of the CD Activity template(s) configuration listed within this deliverable in the Agate Shared Development environment

16. Elite System Interface

Attributes of the deliverable

- Design and development of **one (1)** 2-way system interface between the IntelliGrants system and one (1) external system including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g., Web Service, SFTP Batch) that will send data from the IntelliGrants system to the external system or an intermediate system
 - o Development of an automated process (e.g., Web Service, SFTP Batch) that will receive data from the external system into the IntelliGrants system

Deliverable risks / assumptions

- Limit of one (1) API/File from the IntelliGrants system
- Limit of one (1) API/File to the IntelliGrants system
- All data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development
- MSHDA will provide information related to the preferred structure of each file to be exchanged
- MSHDA will provide sample import and export files for reference
- MSHDA will be responsible for all work related to accepting and processing data within the external system and for exporting data from the external system
- MSHDA is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to **one hundred and twenty (120)** Agate resource hours may be used for the completion of this deliverable. If more than **one hundred and twenty (120)** hours are required, the Service Enhancements budget will be used.

17. IDIS System Interface

Attributes of the deliverable

- Design and development of **one (1)** 2-way system interface between the IntelliGrants system and one (1) external system including the following:

- Mapping of data elements required for the interface with those within the IntelliGrants system
- Development of an automated process (e.g., Web Service, SFTP Batch) that will send data from the IntelliGrants system to the external system or an intermediate system
- Development of an automated process (e.g., Web Service, SFTP Batch) that will receive data from the external system into the IntelliGrants system

Deliverable risks / assumptions

- Limit of one (1) API/File from the IntelliGrants system
- Limit of one (1) API/File to the IntelliGrants system
- All data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development
- MSHDA will provide information related to the preferred structure of each file to be exchanged
- MSHDA will provide sample import and export files for reference
- MSHDA will be responsible for all work related to accepting and processing data within the external system and for exporting data from the external system
- MSHDA is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to **one hundred and twenty (120)** Agate resource hours may be used for the completion of this deliverable. If more than **one hundred and twenty (120)** hours are required, the Service Enhancements budget will be used.

18. GIS System Interface

Attributes of the deliverable

- Design and development of **one (1)** 2-way system interface between the IntelliGrants system and one (1) external system (e.g., ArcGIS, Bing Maps) including the following:
 - Mapping of data elements required for the interface with those within the IntelliGrants system
 - Development of an automated process (e.g., Web Service, SFTP Batch) that will send data from the IntelliGrants system to the external system or an intermediate system
 - Development of an automated process (e.g., Web Service, SFTP Batch) that will receive data from the external system into the IntelliGrants system

Deliverable risks / assumptions

- Limit of one (1) API/File from the IntelliGrants system
- Limit of one (1) API/File to the IntelliGrants system
- All data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development
- MSHDA will provide information related to the preferred structure of each file to be exchanged
- MSHDA will provide sample import and export files for reference

- MSHDA will be responsible for all work related to accepting and processing data within the external system and for exporting data from the external system
- MSHDA is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to **one hundred and twenty (120)** Agate resource hours may be used for the completion of this deliverable. If more than **one hundred and twenty (120)** hours are required, the Service Enhancements budget will be used.

19. MILogin Single Sign-on (SSO) Authentication

Attributes of the deliverable

- The IntelliGrants system will be integrated with the MSHDA identity authentication solution (e.g. MILogin)
- Installation of SSO components enabling MSHDA internal users with existing credentials stored in their identity authentication solution to login to the IntelliGrants system without the need to provide additional credentials

Deliverable risks / assumptions

- All data elements required for mapping and interface must exist within the IntelliGrants system prior to SSO development
- A user account must exist within the IntelliGrants system for each user of the system
- MSHDA will be responsible for all work related to processing data within their external SSO system and for exporting data from the external system
- MSHDA is responsible for ensuring that data sent to the IntelliGrants system contains no errors

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Validation of UAT testing by MSHDA on the SSO Authentication components in the Shared Development environment.

20. Service Enhancements

Agate Software will provide additional enhancement services at the request of MSHDA during and after initial system implementation. System Enhancements will be tracked through the Change Management Process. The following non-exhaustive list contains examples of what the Service Enhancements deliverable may be used for.

- Changes to Approved Forms
- Changes to Approved Business Rules

- Changes to Approved Security Roles
- Changes to Approved Workflows
- Tailored system training manuals
- Additional Grant Programs
- Additional Business Meetings
- Additional System Interfaces
- Roll over services - defined as making a copy of a current grant program and changing the grant cycle dates for the next grant cycle year (e.g., Changing or rolling over the dates from 2020 to 2021)
- Additional Management Reports
- System Customizations

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to **three hundred (300)** Agate resource hours may be used for the completion of this deliverable.

21. Grantee Training Manual

Attributes of the deliverable

- One (1) external user training manual
 - o One (1) electronic copy in PDF format
 - o Up to fifty (50) pages
 - o MSHDA-specific content (i.e., terminology, screenshots)
- Manual will be made available through a hyperlink contained within the IntelliGrants system

Deliverable risks / assumptions

- After the final version of the manual is delivered, further updates to the manual will only be made at the request of the customer

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Delivery of the training manual

22. Grantor Admin Manual

Attributes of the deliverable

- One (1) MSHDA staff training manual
 - o One (1) electronic copy in PDF format
 - o Up to seventy-five (75) pages
 - o MSHDA-specific content (i.e., terminology, screenshots)
- Manual will be made available through a hyperlink contained within the IntelliGrants system

Deliverable risks / assumptions

- After the final version of the manual is delivered, further updates to the manual will only be made at the request of the customer

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Delivery of the training manual

23. Web Cast Grantee Training

Attributes of the deliverable

- One (1) session of webcast system training for external users, up to four (4) hours
- Training agenda
- Recording of the provided training session can be made available to through the IntelliGrants system

Deliverable risks / assumptions

- Training sessions are limited to five hundred (500) participants
- Training is limited to MSHDA's external users
- MSHDA will be required to supply the meeting/training room, an internet connection, and a projector, if needed

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion of one (1) session of training

24. Web Cast Admin Training

Attributes of the deliverable

- One (1) session of webcast system training for administrative users, up to four (4) hours
- Training agenda
- Recording of the provided training session can be made available to through the IntelliGrants system

Deliverable risks / assumptions

- Training sessions are limited to twenty (20) participants
- Training is limited to MSHDA staff
- MSHDA will be required to supply the meeting/training room, an internet connection, and a projector, if needed

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion of one (1) session of training

25. Onsite Document Designer & Report Builder Training & Toolset

Attributes of the deliverable

- Up to three (3) consecutive days of onsite Document Designer and Report Builder Training, up to twenty-four (24) total hours
- Installation of a MSHDA training site, available for three (3) months from the date of the training sessions
- Creation of a Document Designer security role, with access to the following system configuration tools:
 - o Admin Menu Builder
 - o Dashboard Panel Permissions
 - o Admin Menu Roles
 - o System Roles
 - o Page Content Administration
 - o User Interface (UI) Editor
 - o Document Designer
 - o Theme Editor
 - o Login Settings
 - o Lookup Type Manager
 - o Report Builder
 - o Notification Administration
- Creation of a Report Builder security role, with access to the Report Builder tool
- Training Agenda
- Document Designer & Report Builder training labs
- Document Designer & Report Builder training manuals

Deliverable risks / assumptions

- Training is limited to up to five (5) MSHDA staff members
- MSHDA will only perform configuration of the system on the Shared Development environment. Any configuration completed within the Production environment will negatively impact the system and may result in charges related to Agate resources needing to restore the solution.
- MSHDA will be required to supply the meeting/training room, workstations, an internet connection, and a projector, if needed
- Training will only take place after implementation of the solution has been completed
- This is MSHDA's first Document Designer training since using IntelliGrants products

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion of training sessions

26. Annual Support

Attributes of the deliverable

- Live help desk support (8:00 am - 8:00 pm EST, Mon. – Fri.), our call center is housed and staffed at our Okemos, Michigan headquarters and can be contacted to discuss product related questions. The helpdesk can be reached toll free at 800-820-1890 or by email at helpdesk@agatesoftware.com.
- Access to our proprietary, online web-based issue resolution tool ProjectTrax which is available 24 hours a day, 7 days a week and 365 days a year for problem reporting and project tracking.
- Weekly system pushes for patches, and bug fixes.
- Quarterly global updates to the IntelliGrants product which affects all customers on the IntelliGrants platform. These updates are outlined in our corresponding quarterly Product Release Notes.

Deliverable risks / assumptions

- For customers that perform their own configuration changes, annual support does not cover customer-caused defects by improper use of the system

Annual Support will be invoiced the day the IntelliGrants product is installed in a live production environment and once annually, each year thereafter.

27. Annual Hosting

Attributes of the deliverable

- One (1) MSHDA Production environment maintained by Agate; available to MSHDA staff, and external users for production use
- Promotion of regular configuration updates and quarterly product updates to the production environment
- Network maintenance and administration
- Database server maintenance and administration
- Application server maintenance and administration
- Installation of Automatic Data Warehouse export
- Application and renewal of SSL security certificate for any *.intelligrants.com URL selected by the customer
- System backups will be taken as follows:
 - o Daily for fourteen (14) days
 - o Weekly for six (6) weeks
 - o Monthly for twelve (12) months
 - o Annually for five (5) years
- In the event of a system restoration, the system can be restored within forty-eight (48) hours
- This would be a State of Michigan Shared Environment
- The current MATT 2.0 system will continue to be hosted by Agate for up to 10 years

Annual Hosting will be invoiced the day the IntelliGrants product is installed in a live production environment and once annually, each year thereafter.

MEETINGS

Agate Software will coordinate with the assigned customer Project Manager for any meetings requiring key customer resources to be in attendance. Key customer resource availability will be confirmed and approved a minimum of one (1) week prior to the respective meeting. Any unreasonable meeting cancellations, consistent unavailability, and/or delays by assigned customer resources that adversely affect scheduled meetings and/or travel arrangements could affect the overall implementation timeline and may result in additional cost for professional services. Such occurrences will be documented by the Agate Project Lead and brought to the Customer Project Manager's attention for resolution and impact analysis.

ProjecTrax

ProjecTrax is a proprietary web-based software product developed by Agate to facilitate the tracking of tasks and as a document repository. ProjecTrax is accessible by Agate and customer resources and will be used throughout the course of the project. Customer access to ProjecTrax will be limited to key customer resources.

ProjecTrax allows a user to enter a task, provide a description and requested due date. All description text and status updates for a task will be tracked within ProjecTrax. Email notifications can also be sent each time a new message is added or each time a task status is updated.

During the implementation phase, ProjecTrax will be used to inform key customer resources which functional elements of the system are ready for customer design review and UAT. The customer's feedback will be recorded in ProjecTrax. All final approvals of designs and UAT must be recorded by the customer within ProjecTrax.

CHANGE MANAGEMENT PROCESS

The Change Management Process is in place to manage customer requirements and/or change requests that are considered "Out of Scope" based on the terms of the current statement of work for the engagement. The Change Management Process is comprised of the steps outlined below.

There are a series of project documents that, once initially approved, may not be changed, and republished without review and approval. These documents are considered "under change control" once initially approved. The goal of Change Management Process is to ensure that only approved changes are made within the project whether to scope, budget, schedule, or quality.

The three components of the Change Management Process are:

- Base-lining project documentation
- Requesting changes to base-lined documentation
- Requesting additional requirements or functionality not initially in scope

The documentation baseline is created as project deliverables are approved by the customer. After this baseline has been defined, any requested changes must be through the Change Management Process. Scope change requests can be a result of changes or additions to the baseline requirements and/or new modifications to the deliverables, activities, or quality standards. For example:

- New business requirements would be additions

- Deciding not to implement components already built would be a deletion
- A reversal of a prior design decision during build and test would be a change (rework)

The Change Management Process allows the project team to make changes to the original baseline. One of the goals of this process is to make definitive decisions so that projects can maintain their momentum. Changes must be actively controlled, as unmanaged changes commonly lead to unsuccessful projects.

1. Customer Identifies Change Request

The Customer Project Sponsor or Customer Project Manager will document the change request as a Task in ProjectTrax. The Agate Team Lead or Project Lead may request that the customer also upload a completed Change Request form to the Task.

2. Agate Reviews ProjectTrax Task

The Agate Team Lead or Project Lead will review the Task. If additional information is requested, the Task can be sent back to the customer via ProjectTrax. The Agate resource may also request a meeting for further clarifications.

3. Agate Analysis and Recommendation

Agate will respond the ProjectTrax Task with analysis comments and recommendations for configuration. The recommendation will include a description of the impact to the budget and timeline.

4. Agate and Customer Review and Negotiation

Based on the information provided by Agate, the customer will make a “Go” or “No Go” decision. That decision may be based on updates that need to be made to the request and negotiations on the cost and time estimates.

5. Agate Develops Task Order

The Task Order will be developed by either the Agate Team Lead or Account Manager. The Task Order will document the work to be performed, acceptance criteria, Agate resources assigned to the Task Order, Agate resources estimated hours, Agate resources estimated cost, total amount to be paid for the Task Order and Task Order acceptance criteria.

CONFIGURATION PROCESS

Agate Software will use a phased approach for designing an IntelliGrants configuration for the customer. Although the configuration process can be slightly altered based on the needs of each individual project, the principles used to derive each Project Configuration Methodology are consistent.

Agate Software integrates industry best practices for application configuration, tracking and review. This

process was developed and refined using numerous years of project management expertise as a foundation and by using the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) and Software Engineering Institute (SEI) Capability Maturity Model (SEI-CMM) as the baseline sources for project management and systems review. Below are seven (7) Project Phases commonly used in the Project Configuration Methodology:

- Planning Phase (Project Plan/Resource Plan Development)
- Analysis Phase (Requirements Gathering)
- Design Phase (Requirements Documentation and Review)
- Build Phase (Configuration/Testing)
- Configuration Phase (Customer Validation)
- Post-Configuration Phase (Training Phase)
- Annual Support Phase

Although sequential in concept, many of these phases occur repeatedly for each major system functional area. Some system functional areas may be on a different cycle depending on the needs of the project or on stakeholder decisions. There are also conditions under which execution of a phase can be interrupted to recycle through a preceding phase (or phases) to update some aspect of that predecessor phase's deliverables.

Each of the phases consists of one or more tasks and/or activities. The tasks describe what actions and deliverables are necessary to accomplish the phase's objectives. The tasks are composed of sub-tasks and/or activities required to support the output deliverable for each phase. Each of the basic phases has a specific objective or purpose. Each phase assumes specific input(s) and in turn produces specified output(s) or deliverable(s).

Planning, Analysis and Design

Agate Software will start the Planning and Analysis Phases with an onsite meeting to gather information required for the project. The focus of the onsite sessions, directed by Agate Software, is to clarify system requirements typically with the focus on driving the customer from the current "As Is" process to an electronic workflow process.

Following the onsite gathering sessions, an updated Project Plan will be created by Agate Software which includes a listing of all system requirements required to start building the program. Agate Software will incorporate "gated" milestones as a decision point for proceeding to subsequent phases or activities of the project plan which will not begin until approval has been given by the customer. Approval of the deliverables may include design documentation, user specifications or other requirement documentation however, acceptance of the deliverables by the customer will occur at the gated milestones before moving forward to the next phase. All software configuration and testing work will be directed by the Agate Project Manager/Lead and will take place at Agate Software.

Configuration and Testing

All configuration required for this project follows a strict software configuration methodology adopted by Agate Software to ensure the tasks necessary for this project are completed on time and work properly. This is especially worthwhile to note due to the impact this methodology has on accelerating a project timeline to the benefit of the customer.

Agate Software resources begin the construction of a project in a Shared Development environment hosted by Agate Software. This Shared Development environment is where Agate Software resources will do most of the

configuration work for the project, and it will be configured to closely reflect the production environment on which the system will ultimately reside.

Once functionality has been completed, tested, and approved by Agate Software resources on the Shared Development environment, customer resources will be given a URL that will allow for the review of functionality before it is released to the Production environment. This Shared Development site will allow customer resources to perform User Acceptance Testing (UAT) in parallel with Agate Software's continued configuration efforts on the next approved design specification or requirement. UAT is performed and minor modifications and testing defect corrections are completed.

DOCUMENTATION AND TRAINING

All related documentation such as Customer Staff and Applicant User Manuals can be made available in a chosen format (PDF or MS Word) and accessed within the IntelliGrants system. Customer Staff and Applicant User manuals are technical in nature; they will explain navigation and basic IntelliGrants functionality.

Training resources are essential to the effective and efficient operation of any system. Providing resources with the tools they need to do their activities and giving them training opportunities which allow them to use the system at full potential are critical elements of success. Training sessions will be designed to focus on specific concepts that will ultimately ensure that the customer and their end-users fully understand how to perform their functions within the system. Agate Software will work with the customer to confirm the final training plan during the Post-Implementation Phase of the project.

RISKS AND UNKNOWNNS

The following identifies various risks and unknowns that potentially could impact the meeting of project timelines and/or the ultimate success of the project. Solutions to minimize and resolve these risks have been identified below.

Failure by either party to maintain one (1) Primary Point of Contact.

- If one of the parties becomes difficult to contact and decisions are not being made, a meeting will be called to discuss and reappoint a decision maker or discuss alternatives
- Agate and the Customer Sponsor and Project Manager will stop to assess and determine a plan to reinstate a point of contact
- Identify on weekly report
- If required decisions are not made according to the project schedule, then identify any impact to cost or schedule

Lack of key customer resources to attend design and status meetings during the project.

- Agate will request vacation and holiday schedule from the customer
- If availability becomes an issue, Agate will communicate this to Customer Project Manager via email
- If meetings are missed, Agate will work to reschedule meeting with staff through Customer Project Manager
- If required decisions are not made according to the project schedule, then identify any impact to cost

and/or schedule

There is unforeseen turnover of key personnel critical to the success of the project.

- Identify on status reports to customer
- Identify any impact to schedule
- A meeting will be called between Agate and the Customer Project Manager to review and evaluate the impact
- Knowledge transfer sessions will be used to educate the newly identified personnel. The knowledge transfer sessions will be conducted using the project documentation along with secondary key project resources

Failure to follow communication plan agreed to at the onset of the project by the customer and Agate Software.

- Agate will stop and assess. A meeting will be called to determine the issue(s)
- The issue(s) will be reviewed, and suggestions offered to rectify the issue(s)

Failure of both parties to follow the process of entering and updating items in ProjecTrax in a timely manner.

- A meeting will be called to determine the issue(s)
- The issue(s) will be reviewed, and suggestions offered to rectify the issue(s)

Decisions and approvals are not made in a timely manner by the customer resulting on impacting to project timeline.

- A meeting will be called between Agate and the Customer Project Manager to review and evaluate the problem
- Identify any impact to schedule

Customer requests additional functionality that was not included in the original Scope of Work and requires additional costs beyond the original project budget and schedule.

- Agate will request a meeting with the customer and determine a plan to alleviate the risk
- Identify and document new requirements
- Agate will give recommendations on whether the request should be considered; recommendations will be given based on validity of the request and whether the customer should consider existing IntelliGrants functionality which provides better efficiencies.
- If additional functionality is still required, Agate will begin the Change Management Process

Changes requested to designs or configured components after customer approval

- Agate will request a meeting with the customer and determine a plan to alleviate the risk
- Identify and document new requirements
- Agate will give recommendations on whether the request should be considered; recommendations will be given based on validity of the request and whether the customer should consider existing IntelliGrants functionality which provides better efficiencies.
- If changes are still required, Agate will begin the Change Management Process

ACCEPTANCE CRITERIA:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them in writing.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued Delivery 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 invoices shall describe and document to the State’s satisfaction a description of the work performed, the progress of the project, and fees.

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

EXPENSES:

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

PROJECT CONTACTS:

- Agate Account Manager is:
 Jeff Claeys
 Agate Software, Inc.
jclaeys@agatesoftware.com
 (517) 336-2540
- Agate Project Manager is:
 B.J. Harrington
 Agate Software, Inc.
bjharrington@agatesoftware.com
 (517) 336-2529
- The designated Agency (LEO) Project Manager is:
 Mark Whitaker
whitakerm@michigan.gov
 517-335-9812

- The designated DTMB (LEO) Project Manager is:
Michael Weiszbord
weiszbrodm@michigan.gov
517-242-1272

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Work is to be performed at Agate Software, Inc., 2214 University Park Drive Suite 102, Okemos, MI, and State of Michigan facilities in Lansing, Michigan. Requests for alternative work locations must be made to the DTMB and Agency Project Manager.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

PRICING – TABLE 1

	Qty	IntelliGrants Initial Configuration	Unit Cost	Deliverable Cost
1	1	IGX Standard Upgrade Package	\$ 50,000.00	\$ 50,000.00
2	1	Project Kickoff Meeting	\$ 7,200.00	\$ 7,200.00
3	1	Project Management	\$ 20,340.00	\$ 20,340.00
4	1	Product Security Role Setup	\$ 5,940.00	\$ 5,940.00
5	1	Configuration: HALO Application Process	\$ 36,720.00	\$ 36,720.00
6	1	Configuration: HALO Grant Process	\$ 55,080.00	\$ 55,080.00
7	1	Configuration: HALO FSR Process	\$ 25,560.00	\$ 25,560.00
8	1	Configuration: OPAL Grant Process	\$ 31,320.00	\$ 31,320.00
9	1	Configuration: HEP/HUD Grant Process	\$ 9,720.00	\$ 9,720.00
10	1	Configuration: HEP User Process	\$ 16,200.00	\$ 16,200.00
11	1	Configuration: Progress Report Process	\$ 3,960.00	\$ 3,960.00
12	1	Configuration: Partnership Profile Process	\$ 27,360.00	\$ 27,360.00
13	1	Configuration: Agency Bill Process	\$ 25,560.00	\$ 25,560.00
14	1	Configuration: OPAL FSR Process	\$ 10,440.00	\$ 10,440.00
15	1	Configuration: CD Activity Process	\$ 75,240.00	\$ 75,240.00
16	120	Elite System Interface	\$ 90.00	\$ 10,800.00
17	120	IDIS System Interface	\$ 90.00	\$ 10,800.00
18	120	GIS System Interface	\$ 90.00	\$ 10,800.00
19	1	MiLogin Single Sign-on (SSO) Authentication	\$ 6,840.00	\$ 6,840.00
20	300	Service Enhancements (300 hours @ \$90/hr.)*	\$ 90.00	\$ 27,000.00
21	1	Grantee Training Manual	\$ 2,160.00	\$ 2,160.00
22	1	Grantor Admin Manual	\$ 3,060.00	\$ 3,060.00
23	1	Webcast Grantee Training	\$ 1,080.00	\$ 1,080.00
24	1	Webcast Admin Training	\$ 1,440.00	\$ 1,440.00
25	1	Onsite Document Designer & Report Builder Training	\$ 50,000.00	\$ 50,000.00
			Subtotal	\$ 524,620.00

		Ongoing Annual License and Support	Extended Cost
26	1	Annual Support Package	\$ 40,000.00
27	1	Annual Hosting	\$ 35,000.00
			Project Total
			\$ 599,620.00

*All hourly services will be billed on a Time and Materials basis.

REQUIREMENTS – TABLE 1

Business Specification No.	Business Specification
1	The Grants system must be available to Grantees to apply for grants
2	The grants system must support record auditing including the date/time a record is created, who created the record, the date/time a record is modified and who modified the record.
3	The Grants system must support up to 150 total concurrent users.
4	The Grants system must update task status to accurately identify the task's position in the processing workflow.
5	The Grants system must ensure that required fields on all forms are completed and all data is validated before allowing users to submit for processing
6	The bidder must coordinate work with MSHDA and Agency Services staff to migrate grant and financial data into the Grants system database.
7	The Grants system must have a user role-based security solution including different accesses to screens, buttons, and reports (e.g., No Access, Read Only, Update).
8	The Grants system must include workflow management including the creation of parallel branching for workflow steps.
9	The Grants system must include workflow management, including the ability for an administrator to restrict workflow steps and related data by role.
10	The Grants system must contain functionality that supports the storage and display of structured, table driven data (that will appear of reports and/or pages).
11	The Grants system must allow MSHDA staff to view and edit existing records and data.
12	The Grants system must support multiple grant types that can be selected by designated applicants/ system users.
13	Role based user permissions set up to save, reopen and update application to track changes
14	Ability for reviewers to add comments to an application but viewing the comments restricted based on role
15	Provide an online grants management portal that is accessible for applicants to search for and make application submissions for consideration by MSHDA.
16	Allows applicant to reopen submitted application before deadline and be able to prevent further modification to application after deadline.
17	Ability to record and Notify declined awards by reason

Business Specification No.	Business Specification
18	Ability for unique workflow to configure requirements for awarding; may require specific approvals
19	The ability to calculate and subtract expenditures from the award amount each time the MSHDA reviews and approves the expenditures submitted by the Grantee.
20	Encumbers funds at time of grant Execution
21	Ability to capture approver feedback while routing
22	Prevents further modification to contract after final execution
23	Provides an audit trail of grantee approval of request for payment. (Grantee and Grantor)
24	Tracks status of submitted invoice: pending, approved, paid
25	Ability to track status of amendment requests and specific grant requirements within a grant award
26	Ability to generate ad hoc reports and data extracts from user-defined queries
27	Ability to track all draw downs and grant program area
28	The Grants system must ensure that required fields on all forms are completed and all data is validated before allowing users to submit for processing.
29	The ability to search records based on user defined criteria or keywords like CFDA identifiers
30	Ability to set up pre-defined forms, Configure performance metrics, ability to restrict cost categories , templates, grant applications and workflows to design/establish the objectives, Scope of Required Services within the system which can be selected to develop Grant Application request
31	The solution must include a web application solution.
32	The vendor must meet Enterprise Architecture (EA) assessment standards by completing and submitting an Enterprise Architecture Solution Assessment (EASA) document. The Vendor must list all 3rd party components, open source or otherwise, used in the building of the solution.
33	The solution must have built-in security controls and meet or exceed current SOM security requirements as described in the State Administrative Guide https://www.michigan.gov/documents/dmb/1340_193162_7.pdf
34	The Grants system must have the ability to capture an electronic signature.
35	The grants system must assign a system-generated grant number to each grant account that is created. (prefix, year or suffix & org number)
36	The Grants system must support a process for system administrators to approve system access to any user or role.
37	The Grants system must identify potential duplicate records of businesses, complaints, etc., prior to saving.
38	The Grants system must have alerts and reminders of outstanding tasks, follow ups, etc. for MSHDA users.

Business Specification No.	Business Specification
39	The Grants system must allow MSHDA staff to send emails of reports, forms, notifications, etc. to individuals, Sites and fellow MSHDA staff directly from the grant system.
40	The Grants system must confirm when the user is requesting to delete a form/application or attachment.
41	Allow multiple external users permission to edit the same prequalification application
42	The Grants system will interface with predefined APIs.
43	The vendor must provide up to 100 reports as defined by MSHDA that are selectable and runnable from within the Grants system.
44	The Grants system must generate all reports in multiple formats. (IE- excel, word, etc.)
45	The Grants system must support ad hoc reports (reports generated via on screen selections) as defined by MSHDA.
46	The Grants system must allow an administrator role to unlock records from workflow stages.
47	The Grants system must include automated workflow throughout the system.
48	The system administrator must be able to modify workflow steps, including who receives notifications.
49	The Grants system must provide a full audit of all workflow notifications, including the state of a record before and after a change, who sent the notification, who received the notification, and the mechanism used to send the notification.
50	The Grants system must have a notification system that alerts users of tasks that have been assigned to them.
51	The Grants system must Assign Agency specific accounting identifiers to grant programs to be able to track grant awards
52	The Grants system must allow entry of a Grants start date and end Grant date on the Grants Report. These dates will not change when edits or reviews take place after initial save, unless done so by the administrator role.
53	The bidder must provide a User Manual and Administrator Manual in the current MS Word format used by the State so that MSHDA staff can make updates to these documents.
54	Post implementation support with regular training tailored for different users
55	Ability to attach variety of documents to Grantee profile and tag for easy identification
56	Configure grant parameters for each grant application. The purpose of this function is to provide program narrative as required by the granting agency (grantor).
58	The System Administrator and Grant Program Administrator have the ability to modify grant program area requirements, documentation and required fields. The system should allow these updates to be made by Grantor, should have capability of retaining all historical versions.
59	Track all partnership profile contact information; organizational Review is prior to receiving application from Grantee; Financial documents and individual information via tagging feature to identify different types and categories

Business Specification No.	Business Specification
60	Supports different scoring methods. (assign a numeric value to a field and display a total at the bottom of application)
61	Ability to select and Configure from different budget templates
62	Ability to route grant documents for approval signatures between different parties
63	The ability to allow grantees to download the completed application in a PDF and other standard formats for the purpose of printing.
64	For each specific grant program, the System Administrator and Grant Program Administrator (grantee) needs ability to input when grant applications become available for users (grantee) and when the system shuts down so applicants can no longer submit. Must include date, time and time zone (i.e. EST). System Administrator and Grant Program Administrator (grantee) also needs ability to modify this at any time during process (in case deadline needs to be extended).
65	All applicants (grantees) must be required to read and accept all required assurances and certifications prior to submitting an application, accepting a contract or amendment, submitting a request for reimbursement, submitting a program report, and closing a contract.
66	Financial Officer/signer role must be created to submit allowable costs. (grantee)
67	Ties the allocation to available Funding as determined by budget team
68	Automatically generates warning based on budget requirements and template
69	Copy relevant application information to award section, but allows for edit
70	Allows for waiver of condition; Ability to track conditional approval of grant and Pre-disbursement conditions approval.
71	Provide MSHDA ability to perform review of Program Guidelines provided by Grantee.
72	Pulls final budget, program profile, scope of required services, performance indicators/targets, and terms and conditions into contract template which can subsequently be edited when necessary.
73	Terms and Conditions can be selected based on type of funder requirements
74	Ability for MSHDA to perform pre-approval/commitment phase set up
75	Allows for approval via electronic signatures
76	Ability to track and report on advances within the GMS
77	Ability to disallow costs
78	At time of invoice submission, easily identifies the Grantee's subrecipients budget details and can verify subrecipient is valid.
79	Provide ability to create reports that will reduce risk, prevent audit findings, and enable MSHDA to engage in proactive Grantee management
80	Ability to record, track, and monitor response by MSHDA for specific non-compliance standards required for the different grant programs based on State and Federal guidelines.
81	Provide ability to perform monitoring as required by the State and Federal standards

Business Specification No.	Business Specification
82	Portal for Grantee to submit corrective action plans and for MSHDA to review, approve, and track implementation of those plans
83	Ability to manage MSHDA Risk Assessment to comply with Standards
84	Ability for request to amend grant agreement to be initiated by either MSHDA or grantee
85	Ability to route and request approval signatures from authorized signatories of Grant Amendments notifications.
86	Ability to track/manage specific grant requirements within a grant award (Signed grant agreement, certified resolution grant closing statement, exhibit a, authorized signer form, and others as identified.....)
87	Allow inter-divisional collaboration with in MSHDA to remediate issues
88	System must generate various letters to send to applicant (Closeout, grant award, recapture & amendments, denial, etc.)
89	System must be able to generate checks and ACH debits. (System will give option when releasing funds to applicant)
90	The Grants system must enable users to filter dropdown lists options by typing into a text box.
91	The Grants system must assist in searching by offering auto-complete suggestions for names, addresses, contact information, etc.
92	The Grants system must receive confirmation that a process has completed (i.e. save, create, submit, etc.).
93	The Grants system must be able to receive applications from the users in .csv, xml, or pdf format.
94	The Grants system must retrieve payment information from and update related records in the Grants system.
95	The Grants system will interface with the Elite Finance system
96	The Grants system must receive confirmation that a process has completed (i.e. save, create, submit, etc.).
97	The Grants system must allow MSHDA to determine the schedule of sending and retrieving notifications to/from the Federal entities like IDIS.
98	The Grants system must support a process for redacting fields in reports generated as the result of a FOIA request and be able to prepare a limited data set for FOIA purposes.
99	The Grants system must allow users to manage what notifications/alerts they receive.
100	The Grants system must notify the MSHDA staff member assigned to a task when a change is made to that task (ex. reassigned, closed etc.).
101	The Grants system must track tasks and any scheduled activity and generate alerts and reminders regarding upcoming Grants based on designated criteria (e.g., response time).

Business Specification No.	Business Specification
102	The Grants system must allow MSHDA users to customize the appearance of their dashboard and job list by color coding based on priority, status or type.
103	The Grants system must utilize role-based dashboards that present information specific to each system role (e.g., supervisor, Grants Administrator).
104	The Grants system must allow role-based dashboards to be switchable by users who are in more than one system role.
105	The Grants system must use geolocation data from the GIS interface to assist MSHDA users in mapping, planning and coordinating Grants from a dashboard.
106	The bidder must provide video tutorials, online guides, and training manuals for MSHDA staff that cover all features of the system.
107	The bidder must provide video tutorials, online guides, and training manuals for MSHDA staff that cover all features of the system.
108	Set up Pre-disbursement checklist/conditions for Specialist Review
109	Ability to update help menu content as needed by MSHDA
110	Allows multiple reviewers (internal/external users) to simultaneously score and add comments
111	Flexibility to limit reviewers' access to other's score/comments
112	Easy to access prior applications, awards, and monitoring information
113	Calculates scoring automatically
114	Ability to track required Legislative time frame
115	Integration with the Finance system to be able to handle and track payable/Expenses Financial information
116	Ability for Grantee to request Advance and Payment Requests submissions
117	Ability to configure budget template and limitations like ability to restrict cost categories.
118	Ability to create a workflow defining the Grantee roles that can submit an invoice
119	Ability to perform payment request authorizations within the Grant management system and establish system integration to the MSHDA's Financial system to handle the check creation (cut checks) automatically and update the grant system with the check number/Date.
120	Ability to initiate reimbursement requests/Federal draw
121	Ability to check federal audit clearinghouse for submission of single audit, alert MSHDA of single audit submission, and facilitate the creation and distribution of management letter, and tracking of corrective action implementation as necessary.
122	Ability for specific types of modifications to initiate different levels of authorization
123	Configurable Notifications/Alerts to Finance of Amendment
124	Ability to generate reports based on congressional districts, census tract, county, geographical areas

Business Specification No.	Business Specification
125	Ability to handle Corrective Action plan process based on any incident reports received from subrecipients
126	Any bidder supplied hosting solution must include a gateway-to-gateway virtual private network (VPN) by the bidder between the bidder's supplied hosting environment and the State of Michigan network.
127	The Grants system must have GUI functionality that will allow users to put a litigation hold on records and documents to prevent purging of records based on the retention schedule via single record or a batch.
128	The Grants system must prevent the creation of orphaned records when purging records based on retention schedule.
129	The bidder solution must use a .NET Framework of 4.6+ to ensure compatibility with the State's .NET technical stack.
130	The Grants system must only allow designated records to be FOIA-ready.
131	The Grants system must be architected and designed to support future expansion of Grants types, audit activities, sampling activities, monitoring activities and their supporting workflows for other MSHDA program areas.
132	The Grants system must have the functionality to run reports against only FOIA-ready records for audit purposes. This would exclude all records that had not reached that point in the Grants workflow that made them eligible for inclusion in a FOIA request in addition to other criteria such as, but not limited to, relating to Federal Entities.
133	The Grants system must enable table driven maintenance of dropdown lists (e.g., counties, etc.) by the system administrator role.
134	The Grants system must allow for purging of records based on a retention schedule. (up to ten years)
135	The Grants system must allow MSHDA personnel to create and schedule site visits.
136	The grants system must have a calendar to set up and maintain key deadlines for each grant including reporting deadlines.
137	Ability to post grant applications to external websites, social media for grantees to register
138	Ability to send mass email to potential grantees (Internal and External MSHDA)
139	Allow user to configure templates to prepare Notice of funding availability document for distribution
140	Ability for budget template to track matching funds/cost sharing, indirect, personnel and non-personnel line items
141	Allow system to handle execution and view subgrantee reports of their own award based on roles.
142	Data Retention (user definable up to 10 years)
143	The ability to allow modifications or adjustments to the financial reports by the grantee/subgrantee, grant type, including adding vendor name, and journal voucher transactions.
144	Support close out for subrecipient e.g. advances and assets that may require return to funder (Funds not utilized must be labeled based on the funding source and returned upon completion of grant/or when need for reallocation)

Business Specification No.	Business Specification
145	The Grants system must generate and fully display all reports within a mean average of twelve (8) seconds or less.
146	In the event a connection cannot be established between the application and the app server, the solution must be able to store the information on the device (e.g. mobile phone, laptop, tablet, etc.).
147	Development of the solution must be structured, meaning it must be possible to make use of version control and a fully scriptable build and deployment process.
148	The hardware and software environment required for the software must insure that: The hardware and software environment must include at least an internal Development environment, a Test environment and a Production environment.
149	All tools, compilers, libraries, etc. used in the development of the software must be available to MSHDA/DTMB and licensable on reasonable terms and should have it referenced on the DTMB Roadmap.
150	When the bidder solution requires updates to hardware and/or software, the vendor must coordinate such changes with DTMB and MSHDA, including giving reasonable advanced notice, so that DTMB and MSHDA can plan and schedule affected agency areas.
151	Such notices must take into account all related SUITE processes, documentation and timelines for system changes.
152	The Grants system must support a Recovery Point Objective of a minimum of 8 hours backup or better.
153	The Grants system must support a Recovery Time Objective of less than 4 hours from confirmation of an incident.
154	When the solution is State hosted, the State will consider MS SQL Server database as a preferred platform.
155	When the solution is bidder hosted, data backups must be available in a format compatible with MS SQL Server.
156	The Grants system must be able to indicate when the application is offline to the user.
157	The Grants system must follow SOM security standards regarding data transfers.
158	The Grants system must provide address cleansing and normalization when addresses are entered/updated by MSHDA staff or when entered/updated by automated functions.
159	The Grants system must auto-save data as it is entered by users.
160	The Grants system must have web page and screen refreshes that fully complete within a mean average of six (6) seconds or less.
161	Along with all required SEM and PMM documents, the vendor must also provide a data dictionary, conceptual data model (E/R) and physical model of the database. The vendor will keep these documents up-to-date and available at all times.
162	The bidder must identify all scheduling software of any type used in support of real-time or batch transaction processing.
163	The Grants system must not accept as attachments any runtime object file types (e.g., EXE, DLL).

Business Specification No.	Business Specification
164	The Grants system must virus scan all attachments before storing them in a database or electronic document management system.
165	After the initial release of the Grants system, the bidder must track web pages added and/or changed during the development of each subsequent release for the purpose of setting up AppScan runs.
166	The vendor must coordinate with MSHDA staff for a one-time data extract of legacy data from MSHDA databases into the new Grants system database.
167	The Grants system must provide audit tables of data tables.
168	The Grants system must track all changes made to all records and reports including the date/time a record is created, who created the record, the date/time a record is modified and who modified the record, prior record field values, and make this information visible to users within the system.
169	Provide conceptual and logical data-flow diagrams
170	Provide a high-level architecture diagram, including logical and physical components
171	Provide a logical network diagram that describes how the infrastructure components will meet the functional requirements
172	The application must follow the SUITE testing processes and documentation of testing and testing types/levels must be provided
173	End-user software applications, or components thereof, must not require privileged, super-user or administrator mode in order to function properly
174	A security assessment of the purchased application, and its components, must be provided that has been verified by an independent third party
175	All known security vulnerabilities must be addressed in accordance with industry-accepted system hardening standards. Industry-accepted standards include:
176	Prevention of common coding vulnerabilities must be covered in software development processes, including: a) Cross-side scripting (XSS) b) Injection flaws, particularly SQL injection. Also consider LDAP and Xpath injection flaws. c) Malicious file execution d) Unsecure direct object references e) Cross-site request forgery (CSRF) f) Information leakage and improper error handling g) Broken authentication and session management h) Unsecure cryptographic storage i) Unsecure communications j) Failure to restrict URL access
177	A user's identity must be verified before performing a password reset.

Business Specification No.	Business Specification
178	First-time passwords must be set to a unique value for each user and each user change this initial password immediately upon first use
179	Access rights for any terminated user must be immediately revoked
180	Group, shared, or generic accounts and passwords are prohibited
181	User passwords must be changed at least every 90 days
182	All passwords must have a minimum password length of at least eight (8) characters
183	All passwords must contain a mix of both numeric (0-9) and alphabetic (a-z, A-Z) characters. Optional non-alphanumeric characters (e.g. ! \$#%) should be allowed
184	A new individual password for a specific user account must be different from any of the last four passwords for that user account
185	Repeated access attempts must be limited by locking out the user after six (6) consecutive unsuccessful attempts
186	The user lockout duration must be set to a minimum of 30 minutes or until administrator re-enables the user ID
187	Vendor must perform penetration tests against the application environment at least annually and provide the results when required if solution is vendor hosted
188	The Grants system must be available to Grantees to apply for grants
189	The Grants system must support a process for system administrators to approve system access to any user or role.
190	The Grants system must have alerts and reminders of outstanding tasks, follow ups, etc. for MSHDA users.
191	The Grants system must confirm when the user is requesting to delete information.
192	Allow multiple users permission to edit the same prequalification application
193	The Grants system will interface with predefined APIs like IDIS, Elite
194	The Grants system must integrate with MiLogin's Single Sign-on Federated Identify Management for all system authentication requirements.
195	The Grants system must allow MSHDA access from the Internet (and from SOM's internal network).
196	The Grants system must use MiLogin's Multi-Factor Authentication (MFA) when MSHDA staff access the Grants system from the Internet.
197	When MSHDA staff members are authenticated by MiLogin, the Grants system will automatically login the authenticated staff members.

Business Specification No.	Business Specification
198	The Grants system must have the functionality to run reports against only FOIA-ready records for audit purposes. This would exclude all records that had not reached that point in the Grants workflow that made them eligible for inclusion in a FOIA request in addition to other criteria such as, but not limited to, relating to Federal Entities.
200	The Grants system must allow all records to be optionally designated as FOIA-ready.
201	The vendor solution must support real-time, role-based access by MSHDA Grants Area staff to the Grants system database in order to generate ad-hoc reports.
202	The Grants system must allow MSHDA users to search by metadata keyword search to retrieve and view historical information and reports.
203	The Grants system must utilize a dashboard to provide easy access to information and functionality that is commonly used by MSHDA staff according to their role such as, but not limited to the following: job lists (work queue), forms library, Grants task creation, messaging, planning, searching, etc.
204	The Grants system must utilize MSHDA business rules to assign priority to tasks in the job list from a dashboard.
205	The Grants system must allow users to mark tasks as complete from a dashboard.
206	From a dashboard, the Grants system must utilize geolocation data to display a map image with filterable Site locations and data for easy reference by MSHDA staff according to their role within the system.
207	The Grants system must display all notifications that a user receives on the user's dashboard.
208	Ability to provide Online Systems Training
209	Ability to provide web-based support services. (FAQ)
210	The bidder must provide a training environment for internal users. The training environment will reflect current and prior production releases and be web based for self-paced training.
211	<p>The bidder must provide training for all MSHDA staff based on specific user roles, and tasks performed.</p> <p>The bidder must:</p> <p>A. Utilize the State training facilities or State-approved alternative facilities for facilitator-led classroom training</p> <p>B. Include instructional strategies providing hands-on training exercises, allowing the staff to build upon simple processes and working to more complex processes.</p> <p>C. Provide skills-based training and emphasize how to use the system to accomplish specific tasks rather than only how the system works.</p>
212	Application Interface with Federal systems like IDIS to obtain Funding Source Approval
213	Track and record all communications (emails, calls, social media interactions, and other communications) associated with the grant application.
214	Ability to set up grant application from existing pre-defined templates

Business Specification No.	Business Specification
215	Should include an automatic searchable help feature for end-users. If something is wrong, information should "pop-up" indicating what action is required or information is missing. All fields should have the option of on-line "pop-up" help instructions configurable by MSHDA.
216	Allows tagging staff/users for clarifications/ review comments while routing
217	Ability to alert MSHDA of approaching deadlines per contract requirements or monitoring
218	Automated preparation of the Federal Financial Reports required to be submitted to the Federal agency each quarter.
219	Email notification to program staff (grantee) when system receives report from subgrantees.
220	Tracking mechanism (checklist) for grant closure
221	The grants system could include a live chat inside the system for help and trainings.
222	Tracking of training done by MSHDA staff.
223	Provide training help to applicants through chat functionality
224	The solution must include a mobile application solution.

TIMELINE – TABLE 1

ID	Task Name	Duration	Start	Finish	Resource Names
1	MSHDA Upgrade	368 days	Mon 7/12/21	Wed 12/7/22	
2	Onsite Project Kickoff Meeting	3 days	Mon 7/12/21	Wed 7/14/21	BJ Harrington,MSHDA Staff,Ja
3	Project Installation and Branding	5 days	Thu 7/15/21	Wed 7/21/21	Jorge Trulio,Jake Gerslter
4	Project Documentation	22 days	Wed 7/14/21	Thu 8/12/21	
5	First Draft System Role Matrix	3 days	Wed 7/14/21	Fri 7/16/21	Jake Gerslter
6	MSHDA Review and Feedback of System Role Matrix	3 days	Mon 7/19/21	Wed 7/21/21	MSHDA Staff
7	Project Plan	5 days	Thu 7/22/21	Wed 7/28/21	BJ Harrington
8	Project Plan Review	3 days	Thu 7/29/21	Mon 8/2/21	MSHDA Staff
9	Resource Plan	2 days	Tue 8/3/21	Wed 8/4/21	BJ Harrington
10	Resource Plan Approval	3 days	Thu 8/5/21	Mon 8/9/21	MSHDA Staff
11	Communication Plan	2 days	Tue 8/10/21	Wed 8/11/21	BJ Harrington
12	Communication Plan Approval	2 days	Thu 8/12/21	Fri 8/13/21	MSHDA Staff
13	Product Security Role Setup	7 days	Thu 7/22/21	Fri 7/30/21	
14	System Role Matrix update & submit for Final Review	1 day	Thu 7/22/21	Thu 7/22/21	MSHDA Staff,Jake Gerslter
15	MSHDA Sign-Off & Approval	1 day	Fri 7/23/21	Fri 7/23/21	MSHDA Staff
16	<i>SSP Arch Review</i>	100 days	Mon 7/26/21	Fri 12/10/21	DTMB
17	Creation of System Roles	3 days	Mon 7/26/21	Wed 7/28/21	Jake Gerslter
18	MSHDA Testing and Review of Login Roles	1 day	Thu 7/29/21	Thu 7/29/21	MSHDA Staff
19	MSHDA Sign-Off & Approval	1 day	Fri 7/30/21	Fri 7/30/21	MSHDA Staff
20	MiLogin System Interface	29 days	Fri 7/30/21	Wed 9/8/21	
21	Design	3 days	Fri 7/30/21	Tue 8/3/21	Uthaya Natarajan
22	MSHDA Approval of Design	2 days	Wed 8/4/21	Thu 8/5/21	MSHDA Staff
23	Updates	4 days	Fri 8/6/21	Wed 8/11/21	Uthaya Natarajan
24	Interface Build	12 days	Thu 8/12/21	Fri 8/27/21	Uthaya Natarajan
25	Agate Testing	2 days	Mon 8/30/21	Tue 8/31/21	Uthaya Natarajan
26	MSHDA Review/Testing	2 days	Wed 9/1/21	Thu 9/2/21	MSHDA Staff
27	Updates/Corrections	2 days	Fri 9/3/21	Mon 9/6/21	Uthaya Natarajan
28	MSHDA Approval	2 days	Tue 9/7/21	Wed 9/8/21	MSHDA Staff

29	Application & Review Process	60 days	Mon 8/2/21	Fri 10/22/21	
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ID	Task Name	Duration	Start	Finish	Resource Names
30	Workflow Build	3 days	Mon 8/2/21	Wed 8/4/21	Jake Gerslter
31	MSHDA Review & Approval of Workflow	3 days	Thu 8/5/21	Mon 8/9/21	MSHDA Staff
32	<i>SSP Family 1</i>	<i>5 days</i>	<i>Mon 8/9/21</i>	<i>Fri 8/13/21</i>	<i>DTMB</i>
33	Forms Build	66 days	Tue 8/10/21	Tue 11/9/21	Jake Gerslter,Jorge Trulio
34	HALO Froms Build	10 days	Tue 8/10/21	Mon 8/23/21	Jake Gerslter,Jorge Trulio
35	<i>SSP Family 2</i>	<i>5 days</i>	<i>Mon 8/16/21</i>	<i>Fri 8/20/21</i>	<i>DTMB</i>
36	<i>SSP Family 3</i>	<i>5 days</i>	<i>Mon 8/23/21</i>	<i>Fri 8/27/21</i>	<i>DTMB</i>
37	Agate System Testing	3 days	Tue 8/24/21	Thu 8/26/21	Jake Gerslter,Jorge Trulio
38	HEP Forms Build	10 days	Fri 8/27/21	Thu 9/9/21	Jake Gerslter,Jorge Trulio
39	<i>SSP Family 4</i>	<i>5 days</i>	<i>Mon 8/30/21</i>	<i>Fri 9/3/21</i>	<i>DTMB</i>
40	<i>SSP Family 5</i>	<i>5 days</i>	<i>Mon 9/6/21</i>	<i>Fri 9/10/21</i>	<i>DTMB</i>
41	Agate System Testing	3 days	Fri 9/10/21	Tue 9/14/21	Jake Gerslter,Jorge Trulio
42	<i>SSP Family 6</i>	<i>5 days</i>	<i>Mon 9/13/21</i>	<i>Fri 9/17/21</i>	<i>DTMB</i>
43	OPAL Forms Build	10 days	Wed 9/15/21	Tue 9/28/21	Jake Gerslter,Jorge Trulio
44	<i>SSP Family 7</i>	<i>5 days</i>	<i>Mon 9/20/21</i>	<i>Fri 9/24/21</i>	<i>DTMB</i>
45	<i>SSP Family 8</i>	<i>5 days</i>	<i>Mon 9/27/21</i>	<i>Fri 10/1/21</i>	<i>DTMB</i>
46	Agate System Testing	4 days	Wed 9/29/21	Mon 10/4/21	Jake Gerslter,Jorge Trulio
47	<i>SSP Family 8</i>	<i>5 days</i>	<i>Mon 10/4/21</i>	<i>Fri 10/8/21</i>	<i>DTMB</i>
48	<i>ADA Review</i>	<i>21 days</i>	<i>Tue 10/5/21</i>	<i>Tue 11/2/21</i>	<i>eMichigan</i>
49	MSHDA Review/Testing	21 days	Tue 10/5/21	Tue 11/2/21	MSHDA Staff
50	<i>SSP Family 9</i>	<i>5 days</i>	<i>Mon 10/11/21</i>	<i>Fri 10/15/21</i>	<i>eMichigan</i>
51	<i>SSP Family 10</i>	<i>5 days</i>	<i>Mon 10/18/21</i>	<i>Fri 10/22/21</i>	<i>eMichigan</i>
52	<i>SSP Family 11</i>	<i>5 days</i>	<i>Mon 10/25/21</i>	<i>Fri 10/29/21</i>	<i>eMichigan</i>
53	<i>SSP Family 12</i>	<i>5 days</i>	<i>Mon 11/1/21</i>	<i>Fri 11/5/21</i>	<i>eMichigan</i>
54	Updates/Corrections	3 days	Wed 11/3/21	Fri 11/5/21	Jake Gerslter,Jorge Trulio
55	MSHDA Approval	2 days	Mon 11/8/21	Tue 11/9/21	MSHDA Staff
56	<i>SSP Family 13</i>	<i>5 days</i>	<i>Mon 11/8/21</i>	<i>Fri 11/12/21</i>	<i>eMichigan</i>
57	Design Notifications, Account Module, Other	5 days	Wed 11/10/21	Tue 11/16/21	Jake Gerslter,Jorge Trulio
58	<i>SSP Family 14</i>	<i>5 days</i>	<i>Mon 11/15/21</i>	<i>Fri 11/19/21</i>	<i>eMichigan</i>

59	MSHDA Review/Testing	2 days	Wed 11/17/21	Thu 11/18/21	MSHDA Staff
60	Updates/Corrections	4 days	Fri 11/19/21	Wed 11/24/21	Jake Gerslter,Jorge Trulio

ID	Task Name	Duration	Start	Finish	Resource Names
61	SSP Family 15	5 days	Mon 11/22/21	Fri 11/26/21	eMichigan
62	MSHDA Approval	1 day	Thu 11/25/21	Thu 11/25/21	MSHDA Staff
63	Grant Award Process	34 days	Fri 11/26/21	Wed 1/12/22	
64	WorkFlow Design Approval	1 day	Fri 11/26/21	Fri 11/26/21	MSHDA Staff
65	SSP Family 16	5 days	Mon 11/29/21	Fri 12/3/21	DTMB
66	Workflow Build	2 days	Mon 11/29/21	Tue 11/30/21	Jake Gerslter,Jorge Trulio
67	MSHDA Approval of Workflow	1 day	Wed 12/1/21	Wed 12/1/21	MSHDA Staff
68	Forms Build	15 days	Thu 12/2/21	Wed 12/22/21	Jorge Trulio,Jake Gerslter
69	HALO Forms Build	3 days	Thu 12/2/21	Mon 12/6/21	
70	SSP Family 17	5 days	Mon 12/6/21	Fri 12/10/21	DTMB
71	Agate System Testing	2 days	Tue 12/7/21	Wed 12/8/21	
72	HEP Forms Build	3 days	Thu 12/9/21	Mon 12/13/21	
73	SSP Family 18	5 days	Mon 12/13/21	Fri 12/17/21	DTMB
74	Agate System Testing	2 days	Tue 12/14/21	Wed 12/15/21	
75	OPAL Forms Build	4 days	Thu 12/16/21	Tue 12/21/21	
76	SSP Family 19	5 days	Mon 12/20/21	Fri 12/24/21	DTMB
77	Agate System Testing	2 days	Wed 12/22/21	Thu 12/23/21	Jake Gerslter,Jorge Trulio
78	ADA Review	14 days	Fri 12/24/21	Wed 1/12/22	eMichigan
79	MSHDA Review/Testing	10 days	Fri 12/24/21	Thu 1/6/22	MSHDA Staff
80	Updates/Corrections	3 days	Fri 1/7/22	Tue 1/11/22	Jake Gerslter,Jorge Trulio
81	SSP Family 20	5 days	Mon 1/10/22	Fri 1/14/22	DTMB
82	MSHDA Approval	1 day	Wed 1/12/22	Wed 1/12/22	MSHDA Staff
83	Financial Report Process	34 days	Thu 1/13/22	Tue 3/1/22	
84	WorkFlow Design Approval	1 day	Thu 1/13/22	Thu 1/13/22	MSHDA Staff
85	Workflow Build	2 days	Fri 1/14/22	Mon 1/17/22	Jake Gerslter,Jorge Trulio
86	MSHDA Approval of Workflow	1 day	Tue 1/18/22	Tue 1/18/22	MSHDA Staff
87	Forms Build	16 days	Wed 1/19/22	Wed 2/9/22	Jake Gerslter,Jorge Trulio
88	HALO Forms Build	6 days	Wed 1/19/22	Wed 1/26/22	

89	Agate System Testing	2 days	Thu 1/27/22	Fri 1/28/22	
90	OPAL Forms Build	6 days	Mon 1/31/22	Mon 2/7/22	
91	Agate System Testing	2 days	Tue 2/8/22	Wed 2/9/22	

ID	Task Name	Duration	Start	Finish	Resource Names
92	ADA Review	10 days	Thu 2/10/22	Wed 2/23/22	eMichigan
93	MSHDA Review/Testing	10 days	Thu 2/10/22	Wed 2/23/22	MSHDA Staff
94	Updates/Corrections	3 days	Thu 2/24/22	Mon 2/28/22	Jake Gerslter,Jorge Trulio
95	MSHDA Approval	1 day	Tue 3/1/22	Tue 3/1/22	MSHDA Staff
96	HEP User Process	31 days	Mon 3/7/22	Mon 4/18/22	
97	WorkFlow Design Approval	1 day	Mon 3/7/22	Mon 3/7/22	MSHDA Staff
98	Workflow Build	2 days	Tue 3/8/22	Wed 3/9/22	Jake Gerslter,Jorge Trulio
99	MSHDA Approval of Workflow	1 day	Thu 3/10/22	Thu 3/10/22	MSHDA Staff
100	Forms Build	8 days	Fri 3/11/22	Tue 3/22/22	Jake Gerslter,Jorge Trulio
101	Agate System Testing	5 days	Wed 3/23/22	Tue 3/29/22	Jake Gerslter,Jorge Trulio
102	ADA Review	10 days	Wed 3/30/22	Tue 4/12/22	eMichigan
103	MSHDA Review/Testing	10 days	Wed 3/30/22	Tue 4/12/22	MSHDA Staff
104	Updates/Corrections	3 days	Wed 4/13/22	Fri 4/15/22	Jake Gerslter,Jorge Trulio
105	MSHDA Approval	1 day	Mon 4/18/22	Mon 4/18/22	MSHDA Staff
106	HEP Bill Process	31 days	Mon 3/7/22	Mon 4/18/22	
107	WorkFlow Design Approval	1 day	Mon 3/7/22	Mon 3/7/22	MSHDA Staff
108	Workflow Build	2 days	Tue 3/8/22	Wed 3/9/22	Jake Gerslter,Jorge Trulio
109	MSHDA Approval of Workflow	1 day	Thu 3/10/22	Thu 3/10/22	MSHDA Staff
110	Forms Build	8 days	Fri 3/11/22	Tue 3/22/22	Jake Gerslter,Jorge Trulio
111	Agate System Testing	5 days	Wed 3/23/22	Tue 3/29/22	Jake Gerslter,Jorge Trulio
112	ADA Review	10 days	Wed 3/30/22	Tue 4/12/22	eMichigan
113	MSHDA Review/Testing	10 days	Wed 3/30/22	Tue 4/12/22	MSHDA Staff
114	Updates/Corrections	3 days	Wed 4/13/22	Fri 4/15/22	Jake Gerslter,Jorge Trulio
115	MSHDA Approval	1 day	Mon 4/18/22	Mon 4/18/22	MSHDA Staff
116	CD Activity Process	38 days	Tue 4/19/22	Thu 6/9/22	
117	WorkFlow Design Approval	1 day	Tue 4/19/22	Tue 4/19/22	MSHDA Staff
118	Workflow Build	2 days	Wed 4/20/22	Thu 4/21/22	Jake Gerslter,Jorge Trulio

119	MSHDA Approval of Workflow	1 day	Fri 4/22/22	Fri 4/22/22	MSHDA Staff
120	Forms Build	15 days	Mon 4/25/22	Fri 5/13/22	Jake Gerslter,Jorge Trulio
121	Agate System Testing	5 days	Mon 5/16/22	Fri 5/20/22	Jake Gerslter,Jorge Trulio
122	ADA Review	10 days	Mon 5/23/22	Fri 6/3/22	eMichigan

ID	Task Name	Duration	Start	Finish	Resource Names
123	MSHDA Review/Testing	10 days	Mon 5/23/22	Fri 6/3/22	MSHDA Staff
124	Updates/Corrections	3 days	Mon 6/6/22	Wed 6/8/22	Jake Gerslter,Jorge Trulio
125	MSHDA Approval	1 day	Thu 6/9/22	Thu 6/9/22	MSHDA Staff
126	Progress Report Process	38 days	Fri 6/10/22	Tue 8/2/22	
127	WorkFlow Design Approval	1 day	Fri 6/10/22	Fri 6/10/22	MSHDA Staff
128	Workflow Build	2 days	Mon 6/13/22	Tue 6/14/22	Jake Gerslter,Jorge Trulio
129	MSHDA Approval of Workflow	1 day	Wed 6/15/22	Wed 6/15/22	MSHDA Staff
130	Forms Build	8 days	Thu 6/16/22	Mon 6/27/22	Jake Gerslter,Jorge Trulio
131	Agate System Testing	5 days	Tue 6/28/22	Mon 7/4/22	Jake Gerslter,Jorge Trulio
132	ADA Review	10 days	Tue 7/5/22	Mon 7/18/22	eMichigan
133	MSHDA Review/Testing	7 days	Tue 7/19/22	Wed 7/27/22	MSHDA Staff
134	Updates/Corrections	3 days	Thu 7/28/22	Mon 8/1/22	Jake Gerslter,Jorge Trulio
135	MSHDA Approval	1 day	Tue 8/2/22	Tue 8/2/22	MSHDA Staff
136	Partnership Profile	38 days	Fri 6/10/22	Tue 8/2/22	
137	WorkFlow Design Approval	1 day	Fri 6/10/22	Fri 6/10/22	MSHDA Staff
138	Workflow Build	2 days	Mon 6/13/22	Tue 6/14/22	Jake Gerslter,Jorge Trulio
139	MSHDA Approval of Workflow	1 day	Wed 6/15/22	Wed 6/15/22	MSHDA Staff
140	Forms Build	8 days	Thu 6/16/22	Mon 6/27/22	Jake Gerslter,Jorge Trulio
141	Agate System Testing	5 days	Tue 6/28/22	Mon 7/4/22	Jake Gerslter,Jorge Trulio
142	ADA Review	10 days	Tue 7/5/22	Mon 7/18/22	eMichigan
143	MSHDA Review/Testing	7 days	Tue 7/19/22	Wed 7/27/22	MSHDA Staff
144	Updates/Corrections	3 days	Thu 7/28/22	Mon 8/1/22	Jake Gerslter,Jorge Trulio
145	MSHDA Approval	1 day	Tue 8/2/22	Tue 8/2/22	MSHDA Staff
146	Elite System Interface	39 days	Tue 2/8/22	Fri 4/1/22	
147	Design	4 days	Tue 2/8/22	Fri 2/11/22	MSHDA Staff
148	MSHDA Approval of Design	2 days	Mon 2/14/22	Tue 2/15/22	Jake Gerslter,Jorge Trulio

149	Updates	4 days	Wed 2/16/22	Mon 2/21/22	MSHDA Staff
150	Interface Build	18 days	Tue 2/22/22	Thu 3/17/22	Jake Gerslter,Jorge Trulio
151	Agate Testing	3 days	Fri 3/18/22	Tue 3/22/22	Jake Gerslter,Jorge Trulio
152	MSHDA Review/Testing	3 days	Wed 3/23/22	Fri 3/25/22	MSHDA Staff
153	Updates/Corrections	3 days	Mon 3/28/22	Wed 3/30/22	Jake Gerslter,Jorge Trulio

ID	Task Name	Duration	Start	Finish	Resource Names
154	MSHDA Approval	2 days	Thu 3/31/22	Fri 4/1/22	MSHDA Staff
155	IDIS System Interface	44 days	Tue 8/23/22	Fri 10/21/22	
156	Design	4 days	Tue 8/23/22	Fri 8/26/22	MSHDA Staff
157	MSHDA Approval of Design	2 days	Mon 8/29/22	Tue 8/30/22	Jake Gerslter,Jorge Trulio
158	Updates	2 days	Wed 8/31/22	Thu 9/1/22	MSHDA Staff
159	Interface Build	25 days	Fri 9/2/22	Thu 10/6/22	Jake Gerslter,Jorge Trulio
160	Agate Testing	3 days	Fri 10/7/22	Tue 10/11/22	Jake Gerslter,Jorge Trulio
161	MSHDA Review/Testing	3 days	Wed 10/12/22	Fri 10/14/22	MSHDA Staff
162	Updates/Corrections	3 days	Mon 10/17/22	Wed 10/19/22	Jake Gerslter,Jorge Trulio
163	MSHDA Approval	2 days	Thu 10/20/22	Fri 10/21/22	MSHDA Staff
164	GIS System Interface	44 days	Fri 10/7/22	Wed 12/7/22	
165	Design	4 days	Fri 10/7/22	Wed 10/12/22	MSHDA Staff
166	MSHDA Approval of Design	2 days	Thu 10/13/22	Fri 10/14/22	Jake Gerslter,Jorge Trulio
167	Updates	2 days	Mon 10/17/22	Tue 10/18/22	MSHDA Staff
168	Interface Build	25 days	Wed 10/19/22	Tue 11/22/22	Jake Gerslter,Jorge Trulio
169	Agate Testing	3 days	Wed 11/23/22	Fri 11/25/22	Jake Gerslter,Jorge Trulio
170	MSHDA Review/Testing	3 days	Mon 11/28/22	Wed 11/30/22	MSHDA Staff
171	Updates/Corrections	3 days	Thu 12/1/22	Mon 12/5/22	Jake Gerslter,Jorge Trulio
172	MSHDA Approval	2 days	Tue 12/6/22	Wed 12/7/22	MSHDA Staff
173	Service Enhancements & Management Reports	368 days	Mon 7/12/21	Wed 12/7/22	
174	Service Enhancements & Management Report	368 days	Mon 7/12/21	Wed 12/7/22	Jake Gerslter,Jorge Trulio
175	Administrative Training Manual	11 days	Mon 9/5/22	Mon 9/19/22	
176	Administrative Training Manual v1	5 days	Mon 9/5/22	Fri 9/9/22	Jake Gerslter,Jorge Trulio
177	MSHDA Content Review v1	2 days	Mon 9/12/22	Tue 9/13/22	MSHDA Staff
178	Administrative Training Manual v2	2 days	Wed 9/14/22	Thu 9/15/22	Jake Gerslter,Jorge Trulio
179	MSHDA Content Review v2	1 day	Fri 9/16/22	Fri 9/16/22	MSHDA Staff
180	Administrative Training Manual Completion and Delivery	1 day	Mon 9/19/22	Mon 9/19/22	Jake Gerslter,Jorge Trulio
181	Grantee Training Manual	11 days	Mon 9/5/22	Mon 9/19/22	
182	Grantee Training Manual v1	5 days	Mon 9/5/22	Fri 9/9/22	Jake Gerslter,Jorge Trulio
183	MSHDA Content Review v1	2 days	Mon 9/12/22	Tue 9/13/22	MSHDA Staff

ID	Task Name	Duration	Start	Finish	Resource Names
184	Grantee Training Manual v2	2 days	Wed 9/14/22	Thu 9/15/22	Jake Gerslter,Jorge Trulio
185	MSHDA Content Review v2	1 day	Fri 9/16/22	Fri 9/16/22	MSHDA Staff
186	Grantee Training Manual Sign-Off and Approv	1 day	Mon 9/19/22	Mon 9/19/22	Jake Gerslter,Jorge Trulio
187	Webcast Grantee Training	1 day	TBD	TBD	
188	Webcast Administrative Training	1 day	TBD	TBD	
189	Onsite Document Designer Training	3 days	TBD	TBD	

FY 2021 CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION (applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21.
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex).
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27.
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age).
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance.
- Insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs a through e, in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

I acknowledge and agree that Agate Software agrees to follow the certifications and assurances.

Signature

Date

Title

Printed name



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

CONTRACT CHANGE NOTICE

Change Notice Number 30
 to
 Contract Number 071B1300072

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 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"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$18,152,754.50	\$331,680.00	\$18,484,434.50		

DESCRIPTION

Effective 1/5/2021, this Contract is increased by \$331,680.00 and the follow amendment is hereby incorporated to allow DHHS's Division of Victim Services to implement Agate's IntelliGrants electronic grants management system.

All other terms, conditions, specifications and pricing remain the same. Per contractor, agency and DTMB Procurement approval and State Administrative Board approval on 1/5/2021.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-241-3314	Koppsch-WoodsK@michigan.gov



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

Project Title: Division of Victim Services IntelliGrants Statement of Work	Period of Coverage:
Requesting Department: Michigan Department of Health and Human Services	Date: 12/10/2020
Agency Owner: Nicholas Sekmistrz	Phone: 517-230-3549
DTMB Project Manager: Sam Sassic	Phone: 517-335-4536

BACKGROUND:

The State has a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the IntelliGrants™ software. The IntelliGrants™ software is an application that allows state agencies to automate and streamline the grant life cycle. The software allows potential grantees the ability to apply for grants through the use of a web-portal. The portal provides comprehensive information about available grant programs, eligibility requirements, information on grant writing techniques, access to key statistics, and the ability for applicants to look up grant application status. Additionally, IntelliGrants™ also allows the state agencies to automate the workflow required to review, approve and deny grant applications.

The purpose of this Contract is for ongoing maintenance, enhancements, and hosting options, for the electronic grant management application IntelliGrants™.

PROJECT OBJECTIVE:

MDHHS’s Division of Victim Services intends to implement Agate’s IntelliGrants electronic grants management system.

DELIVERABLES:

[Workflow and Form Design and Build Level Definitions](#)

Any changes to an approved design or configuration must go through the Change Management Process.

Workflow Design and Build Levels

- Level 1 Workflow Design
 - o Design of up to ten (10) documented workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 1 Workflow Build
 - o Configuration of up to ten (10) workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 2 Workflow Design

- Design of Up to thirty (30) documented workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Up to two (2) custom SQL instances.
- Level 2 Workflow Build
 - Configuration of up to thirty (30) workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Programming of up to two (2) custom SQL instances.
- Level 3 Workflow Design
 - Design of Up to fifty (50) documented workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Up to five (5) custom SQL instances.
- Level 3 Workflow Build
 - Configuration of up to fifty (50) workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Programming of up to five (5) custom SQL instances.

Form Design and Build Levels

- Level 1 Form Design & Build
 - Design and configuration of up to twenty (20) data fields, up to a total of ten (10) business rules (error checks, warnings, and arithmetic calculations) and PDF version of the form. Form build does not include data-driven fields or custom SQL.
- Level 2 Form Design & Build
 - Design and configuration of up to forty (40) data fields, fifteen (15) business rules (error checks, warnings, and arithmetic calculations) and PDF version of the form. Form build includes either data-driven fields OR custom SQL.
- Level 3 Form Design & Build
 - Configuration of up to eighty (80) data fields, thirty (30) business rules (error checks, warnings, and algebraic calculations) and PDF version of the form. Form build includes both data-driven fields and custom SQL.

Project Scope

1. [Product Software License](#)

MI DHHS will receive a perpetual, non-exclusive IntelliGrants, version IGX Enterprise License governed by the terms of the associated license agreement.

An Enterprise License entitles the customer to the following:

- Unlimited number of users
- Full system support, including both Tier 1 (external users) and Tier 2 (customer staff)
- Unlimited document storage when using the Agate Cloud Hosting Service
- Ability to configure unlimited security roles
- Sam.gov system interface used for DUNS # verification
- Grants.gov system interface used by customers to seek additional funding opportunities
- USPS system interface used to validate address information
- Daily Data Warehouse export
- Ability to configure unlimited workflow processes

- Weekly configuration push
- Customer on-premise production environment hosting as an available option if not using Agate's hosting services
- System allows for the installation of additional system domains (e.g. departments, divisions)

Deliverable Assumptions include the following:

- The provided IntelliGrants IGX License Agreement must be signed prior to any work on additional deliverables being started

2. IGX Product Installation

Attributes of the deliverable

- Installation of the IntelliGrants product in an Agate hosted Shared Development environment
- Installation of the IntelliGrants product in an Agate hosted UAT environment
- Installation of a system interface with Sam.gov, used for validating and automating user registrations
- Installation of a system interface with Grants.gov used by the MI DHHS to seek federal funding opportunities
- Installation of a system interface with USPS, used for validating address information
- Installation of the automated Data Warehouse Export
 - o Implementation of a SQL database export for MI DHHS
 - o Database will be located on the Agate Software hosted secure FTP folder (directory) and will be accessible by a user account created specifically for MI DHHS
 - o Database export will be exported to the web folder one time per day
 - o SQL database export will include all IntelliGrants configured "form pages", and user profiles transposed into database tables

Deliverable Risks/Assumptions

- MI DHHS will be responsible for all actions pertaining to the Data Warehouse database after it has been successfully exported from the IntelliGrants system.

Sign-off and invoicing of the deliverable is contingent upon the following:

- Ability for MI DHHS staff to access the Shared Development environment

3. Onsite/Virtual Project Kickoff Meeting

Attributes of the deliverable

Onsite Business Analysis which includes the following:

- Project Scope Validation
- Product Demonstration
- Project Planning (Timeline and Resources)
- Project Roles and Responsibilities
- Definition and Documentation of Business Process Workflows via Microsoft Visio
- Definition of System Security Roles

- Three (3) days onsite/virtual with two (2) Agate Software Resources

Deliverable Pre-requisites include the following:

- Signed Statement of Work
- Signed License Agreement
- Purchased IntelliGrants License

Sign-off and invoicing of the deliverable is contingent upon the following:

- Project Kickoff Meeting Completed

4. Product Branding

Attributes of the deliverable

- Creation of a system header banner based on MI DHHS provided materials such as an existing logo
- Application of system color scheme made up of a Heading Color, Sub-Heading Color, Highlight Color, Accent Color, Auxiliary Color, Primary Text Color and Secondary Text Color

Deliverable Risks/Assumptions

- MI DHHS will be given two (2) rounds of branding review and changes prior to being finalized

Sign-off and invoicing of the deliverable is contingent upon the following:

- Final branding applied to Shared Development environment

5. Project Management

Attributes of the deliverable

- Development and maintenance of the project schedule
- Development and maintenance of the communication plan
- Development and maintenance of the resource plan
- Weekly project status meetings
- Weekly meeting agenda
- Weekly project status reports

Sign-off and invoicing of the deliverable is contingent upon the following:

- Delivery of project schedule
- Delivery of communication plan
- Delivery of resource plan

6. Product Security Role Setup

Attributes of the deliverable

- System security role definition documented through the Security Role Matrix
- System security role setup for MI DHHS and external user organizations

Deliverable Risks/Assumptions

- MI DHHS will approve the Security Role Matrix prior to configuration of the system security roles

Sign-off and invoicing of the deliverable is contingent upon the following:

- MI DHHS ability to login as each of the newly created security roles

7. Configuration: Grant Record Forms

Attributes of the deliverable

- Design and configuration of **one (1) level 2** workflow for the Grant Record process
- Design and configuration of the application document templates (VOCA & VAWA) including the following:
 - o Automatic user assignment properties
 - o Document creation agreement language
 - o Document identification number format
 - o Program description
 - o Document form template configuration including the following:
 - Up to **eighteen (18) level 1** form design and build
 - Forms will not contain any business rules, complex calculations, dependencies, or custom code – they are strictly read-only forms used for data storage from the various data sources, or in VOCA Training’s case – manually-entered by MI DHHS staff

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **(248)** Agate resource hours may be used for the completion of this deliverable. If more than **(248)** hours are required, the Service Enhancements budget will be used.

8. Configuration: Program Reporting Process

Attributes of the deliverable

- Design and configuration of **one (1) level 1** workflow for the VOCA Quarterly Program Report process
- Design and configuration of **one (1) level 2** workflow for the VAWA Monthly Activity Report and Semi-Annual Program Report process
- Design and configuration of up to seven Program Report Document Templates (VOCA, VOCA Training, DV, SA, SANE, STOP, TSH) including the following:
 - o Automatic user assignment properties
 - o Document creation agreement language
 - o Document identification number format
 - o Document form template configuration including the following:
 - Up to **eight (8) level 1** form design and build
 - Up to **two (2) level 2** form design and build

- Up to **six (6) level 3** form design and build

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **(684)** Agate resource hours may be used for the completion of this deliverable. If more than **(684)** hours are required, the Service Enhancements budget will be used.

9. OVCPMT Excel Import – VOCA

Attributes of the deliverable

- Configuration of one (1) custom tool to import VOCA grant data from an OVCPMT-generated Excel sheet into IntelliGrants

Deliverable risks / assumptions

- Any changes/modifications to the Functional Specifications of the Excel document generated from OVCPMT after design approval will be required to go through the Change Management Process
- Research is being done to see if OVCPMT has an API to gather data automatically. As of 8/30/2019, OVCPMT says an API does not exist. Should that become available, this deliverable does not cover the costs of that work, and service enhancements shall be used, or a new SOW written.

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **(50)** Agate resource hours may be used for the completion of this deliverable. If more than **(50)** hours are required, the Service Enhancements budget will be used.

10. Equipment / Asset Tracking

Attributes of the deliverable

- Design and development of **one (1)** Asset Tracking tool used to track, and update information related to equipment / assets that have been reported by external users within financial reports or are under the control of MI DHHS
- Design and configuration of **one (1) level 1** workflow for the Equipment Tracking process
- Design and configuration of the Equipment Tracking Document Template including the following:
 - Automatic user assignment properties
 - Document creation agreement language
 - Document identification number format
 - Document form template configuration including the following:
 - Up to **one (1) level 1** form design and build
 - Up to **one (1) level 2** form design and build

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **(120)** Agate resource hours may be used for the completion of this deliverable. If more than **(120)** hours are required, the Service Enhancements budget will be used.

11. EGRAMS Integration – VOCA

Attributes of the deliverable

- Design and development of **one (1)** 1-way system interface between the IntelliGrants system and one (1) external system including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will send data from the EGRAMS system to the IntelliGrants system

Deliverable risks / assumptions

- Limit of one (1) API/File to the IntelliGrants system
- All data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development, and will be created as part of this deliverable
- MI DHHS/DTMB will provide information related to the preferred structure of each file to be exchanged
- MI DHHS/DTMB will provide sample export files for reference
- MI DHHS/DTMB will be responsible for all work related to exporting data from the external system
- MI DHHS/DTMB is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **(134)** Agate resource hours may be used for the completion of this deliverable. If more than **(134)** hours are required, the Service Enhancements budget will be used.

12. EGRAMS Integration – VAWA

Attributes of the deliverable

- Design and development of **one (1)** 1-way system interface between the IntelliGrants system and one (1) external system including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will send data from the EGRAMS system to the IntelliGrants system

Deliverable risks / assumptions

- Limit of one (1) API/File to the IntelliGrants system
- All data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development, and will be created as part of this deliverable
- MI DHHS/DTMB will provide information related to the preferred structure of each file to be exchanged
- MI DHHS/DTMB will provide sample export files for reference
- MI DHHS/DTMB will be responsible for all work related to exporting data from the external system
- MI DHHS/DTMB is responsible for ensuring that data sent to the IntelliGrants system contains no errors

including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **(134)** Agate resource hours may be used for the completion of this deliverable. If more than **(134)** hours are required, the Service Enhancements budget will be used.

13. SIGMA Integration – VOCA

Attributes of the deliverable

- Design and development of **one (1)** 1-way system interface between the IntelliGrants system and one (1) external system including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will send data from the SIGMA system to the IntelliGrants system

Deliverable risks / assumptions

- Limit of one (1) API/File to the IntelliGrants system
- All VOCA data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development, and will be created as part of this deliverable
- MI DHHS/DTMB will provide information related to the preferred structure of each file to be exchanged
- MI DHHS/DTMB will provide sample export files for reference
- MI DHHS/DTMB will be responsible for all work related to exporting data from the external system
- MI DHHS/DTMB is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **(134)** Agate resource hours may be used for the completion of this deliverable. If more than **(134)** hours are required, the Service Enhancements budget will be used.

14. SIGMA Integration – VAWA

Attributes of the deliverable

- Design and development of **one (1)** 1-way system interface between the IntelliGrants system and one (1) external system including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will send data from the SIGMA system to the IntelliGrants system

Deliverable risks / assumptions

- Limit of one (1) API/File to the IntelliGrants system
- All VAWA data elements required for mapping and interface must exist within the IntelliGrants system

prior to interface development, and will be created as part of this deliverable

- MI DHHS/DTMB will provide information related to the preferred structure of each file to be exchanged
- MI DHHS/DTMB will provide sample export files for reference
- MI DHHS/DTMB will be responsible for all work related to exporting data from the external system
- MI DHHS/DTMB is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to **(134)** Agate resource hours may be used for the completion of this deliverable. If more than **(134)** hours are required, the Service Enhancements budget will be used.

15. Single Sign-on (SSO) Authentication

Attributes of the deliverable

- The IntelliGrants system will be integrated with the MI DHHS/DTMB identity authentication solution (MiLogin)
- Installation of SSO components enabling MI DHHS internal users with existing credentials stored in their identity authentication solution to login to the IntelliGrants system without the need to provide additional credentials

Deliverable risks / assumptions

- All data elements required for mapping and interface must exist within the IntelliGrants system prior to SSO development
- A user account must exist within the IntelliGrants system for each user of the system
- MI DHHS/DTMB will be responsible for all work related to processing data within their external SSO system and for exporting data from the external system
- MI DHHS/DTMB is responsible for ensuring that data sent to the IntelliGrants system contains no errors

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Validation of UAT testing by MI DHHS/DTMB on the SSO Authentication components in the Shared Development environment.

16. Management Reports

Agate defines a Management Report as a report that returns data from the system into a PDF formatted template. These reports typically contain calculations or logic that are performed at the time of report execution in the system. These reports can also be exported to an XLS, RTF, CSV, or TXT file. However, those formats will not keep the PDF formatting. Management Reports may also double as Search Tools which will allow authorized users to search for and navigate to various portions of the system such as applications, progress report, etc. Search Tools may be developed which still retain the ability to export information out of the system in the previously detailed file types.

The need for approx. 20 reports of various shapes/sizes was used to scope this deliverable.

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is

completed. Up to **(360)** Agate resource hours may be used for the completion of this deliverable. If more than **(360)** hours are required, the Service Enhancements budget will be used.

17. Service Enhancements

Agate Software will provide additional enhancement services at the request of MI DHHS during and after initial system implementation. System Enhancements will be tracked through the Change Management Process. The following non-exhaustive list contains examples of what the Service Enhancements deliverable may be used for.

- Changes to Approved Forms
- Changes to Approved Business Rules
- Changes to Approved Security Roles
- Changes to Approved Workflows
- Tailored system training manuals
- Additional Grant Programs
- Additional Business Meetings
- Additional System Interfaces
- Roll over services – defined as making a copy of a current grant program and changing the grant cycle dates for the next grant cycle year (e.g. Changing or rolling over the dates from 2020 to 2021)
- Additional Management Reports
- System Customizations

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. The deliverable contains a maximum of the below hours by resource.

18. MI DHHS Staff Training Manual

Attributes of the deliverable

- Two (2) MI DHHS staff training manuals (VOCA & VAWA)
 - o One (1) electronic copy in PDF format each
 - o Up to seventy-five (75) pages each
 - o MI DHHS-specific content (i.e. terminology, screenshots)
- Manuals will be made available through a hyperlink contained within the IntelliGrants system

Deliverable risks / assumptions

- After the final version of the manual is delivered, further updates to the manual will only be made at the request of the customer

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Delivery of the training manuals and acceptance of manuals by DHHS and DTMB

19. External User Training Manual

Attributes of the deliverable

- Two (2) external user training manual (VOCA & VAWA)
 - o One (1) electronic copy in PDF format each
 - o Up to fifty (50) pages each
 - o MI DHHS-specific content (i.e. terminology, screenshots)
- Manuals will be made available through a hyperlink contained within the IntelliGrants system

Deliverable risks / assumptions

- After the final version of the manual is delivered, further updates to the manual will only be made at the request of the customer

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Delivery of the training manuals and acceptance of manuals by DHHS and DTMB

20. [Webcast External User Training](#)

Attributes of the deliverable

- Two (2) sessions of webcast system training for external users, up to four (4) hours each
- Training agenda
- Recording of the provided training sessions can made available to through the IntelliGrants system

Deliverable risks / assumptions

- Training sessions are limited to five hundred (500) participants
- Training is limited to MI DHHS's external users
- MI DHHS will be required to supply the meeting/training room, an internet connection, and a projector, if needed

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion of training sessions

21. [Onsite/Virtual MI DHHS Staff Training](#)

Attributes of the deliverable

- One (1) day of onsite training for MI DHHS administrative staff users, up to eight (8) hours
- Training Agenda

Deliverable risks / assumptions

- Training sessions are limited to twenty (20) participants
- Training is limited to MI DHHS staff
- MI DHHS will be required to supply the meeting/training room, an internet connection, and a projector, if needed
- A recording of the training will be provided

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion of one (1) day of training

22. Annual Support

Attributes of the deliverable

- Live help desk support (8:00 am - 8:00 pm EST, Mon. – Fri.), our call center is housed and staffed at our Okemos, Michigan headquarters and can be contacted to discuss product related questions. The helpdesk can be reached toll free at 800-820-1890 or by email at helpdesk@agatesoftware.com.
- Access to our proprietary, online web-based issue resolution tool ProjectTrax which is available 24 hours a day, 7 days a week and 365 days a year for problem reporting and project tracking.
- Weekly system pushes for patches, and bug fixes.
- Quarterly global updates to the IntelliGrants product which affects all customers on the IntelliGrants platform. These updates are outlined in our corresponding quarterly Product Release Notes.

Annual Support will be invoiced the day the IntelliGrants product is installed in a live production environment and once annually, each year thereafter.

23. Annual Hosting

Attributes of the deliverable

- One (1) MI DHHS Production environment maintained by Agate; available to MI DHHS staff, and external users for production use
- Promotion of regular configuration updates and quarterly product updates to the production environment
- One (1) Read-only environment of the existing SIGMA1 system
- One (1) Read-only environment of the existing SIGMA2 system
- One (1) Read-only environment of the current VAWA IntelliGrants system
- Network maintenance and administration
- Database server maintenance and administration
- Application server maintenance and administration
- Installation of Automatic Data Warehouse export
- Application and renewal of SSL security certificate (from a trusted CA) for any *.intelligrants.com URL selected by the customer
- System backups will be taken as follows:
 - o Daily for fourteen (14) days
 - o Weekly for six (6) weeks
 - o Monthly for twelve (12) months
 - o Annually for five (5) years
- In the event of a system restoration, the system can be restored within forty-eight (48) hours
- All environments listed above will be hosted in Agate's Microsoft Azure Government Cloud

Annual Hosting will be invoiced the day the IntelliGrants product is installed in a live production environment and once annually, each year thereafter.

Meetings

Agate Software will coordinate with the assigned customer Project Manager for any meetings requiring key customer resources to be in attendance. Key customer resource availability will be confirmed and approved a minimum of one (1) week prior to the respective meeting. Any unreasonable meeting cancellations, consistent unavailability, and/or delays by assigned customer resources that adversely affect scheduled meetings and/or travel arrangements could affect the overall implementation timeline and may result in additional cost for professional services. Such occurrences will be documented by the Agate Project Lead and brought to the Customer Project Manager's attention for resolution and impact analysis.

ProjectTrax

ProjectTrax is a proprietary web-based software product developed by Agate to facilitate the tracking of tasks and as a document repository. ProjectTrax is accessible by Agate and customer resources and will be used throughout the course of the project. Customer access to ProjectTrax will be limited to key customer resources.

ProjectTrax allows a user to enter a task, provide a description and requested due date. All description text and status updates for a task will be tracked within ProjectTrax. Email notifications can also be sent each time a new message is added or each time a task status is updated.

During the implementation phase, ProjectTrax will be used to inform key customer resources which functional elements of the system are ready for customer design review and UAT. The customer's feedback will be recorded in ProjectTrax. All final approvals of designs and UAT must be recorded by the customer within ProjectTrax.

Change Management Process

The Change Management Process is in place to manage customer requirements and/or change requests that are considered "Out of Scope" based on the terms of the current statement of work for the engagement. The Change Management Process is comprised of the steps outlined below.

There are a series of project documents that, once initially approved, may not be changed, and republished without review and approval. These documents are considered "under change control" once initially approved. The goal of Change Management Process is to ensure that only approved changes are made within the project whether to scope, budget, schedule, or quality.

The three components of the Change Management Process are:

- Base-lining project documentation
- Requesting changes to base-lined documentation
- Requesting additional requirements or functionality not initially in scope

The documentation baseline is created as project deliverables are approved by the customer. After this baseline has been defined, any requested changes must be through the Change Management Process. Scope change requests can be a result of changes or additions to the baseline requirements and/or new modifications to the deliverables, activities, or quality standards. For example:

- New business requirements would be additions
- Deciding not to implement components already built would be a deletion
- A reversal of a prior design decision during build and test would be a change (rework)

The Change Management Process allows the project team to make changes to the original baseline. One of the goals of this process is to make definitive decisions so that projects can maintain their momentum. Changes must be actively controlled, as unmanaged changes commonly lead to unsuccessful projects.

1. Customer Identifies Change Request

The Customer Project Sponsor or Customer Project Manager will document the change request as a Task in ProjectTrax. The Agate Team Lead or Project Lead may request that the customer also upload a completed Change Request form to the Task.

2. Agate Reviews ProjectTrax Task

The Agate Team Lead or Project Lead will review the Task. If additional information is requested, the Task can be sent back to the customer via ProjectTrax. The Agate resource may also request a meeting for further clarifications.

3. Agate Analysis and Recommendation

Agate will respond the ProjectTrax Task with analysis comments and recommendations for configuration. The recommendation will include a description of the impact to the budget and timeline.

4. Agate and Customer Review and Negotiation

Based on the information provided by Agate, the customer will make a “Go” or “No Go” decision. That decision may be based on updates that need to be made to the request and negotiations on the cost and time estimates.

5. Agate Develops Task Order

The Task Order will be developed by either the Agate Team Lead or Account Manager. The Task Order will document the work to be performed, acceptance criteria, Agate resources assigned to the Task Order, Agate resources estimated hours, Agate resources estimated cost, total amount to be paid for the Task Order and Task Order acceptance criteria.

Configuration Process

Agate Software will use a phased approach for designing an IntelliGrants configuration for the customer. Although the configuration process can be slightly altered based on the needs of each individual project, the principles used to derive each Project Configuration Methodology are consistent.

Agate Software integrates industry best practices for application configuration, tracking and review. This process was developed and refined using numerous years of project management expertise as a foundation and by using the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) and Software Engineering Institute (SEI) Capability Maturity Model (SEI-CMM) as the baseline sources for project

management and systems review. Below are seven (7) Project Phases commonly used in the Project Configuration Methodology:

- Planning Phase (Project Plan/Resource Plan Development)
- Analysis Phase (Requirements Gathering)
- Design Phase (Requirements Documentation and Review)
- Build Phase (Configuration/Testing)
- Configuration Phase (Customer Validation)
- Post-Configuration Phase (Training Phase)
- Annual Support Phase

Although sequential in concept, many of these phases occur repeatedly for each major system functional area. Some system functional areas may be on a different cycle depending on the needs of the project or on stakeholder decisions. There are also conditions under which execution of a phase can be interrupted to recycle through a preceding phase (or phases) to update some aspect of that predecessor phase's deliverables.

Each of the phases consists of one or more tasks and/or activities. The tasks describe what actions and deliverables are necessary to accomplish the phase's objectives. The tasks are composed of sub-tasks and/or activities required to support the output deliverable for each phase. Each of the basic phases has a specific objective or purpose. Each phase assumes specific input(s) and in turn produces specified output(s) or deliverable(s).

Planning, Analysis and Design

Agate Software will start the Planning and Analysis Phases with an onsite meeting to gather information required for the project. The focus of the onsite sessions, directed by Agate Software, is to clarify system requirements typically with the focus on driving the customer from the current "As Is" process to an electronic workflow process.

Following the onsite gathering sessions, an updated Project Plan will be created by Agate Software which includes a listing of all system requirements required to start building the program. Agate Software will incorporate "gated" milestones as a decision point for proceeding to subsequent phases or activities of the project plan which will not begin until approval has been given by the customer. Approval of the deliverables may include design documentation, user specifications or other requirement documentation however, acceptance of the deliverables by the customer will occur at the gated milestones before moving forward to the next phase. All software configuration and testing work will be directed by the Agate Project Manager/Lead and will take place at Agate Software.

Configuration and Testing

All configuration required for this project follows a strict software configuration methodology adopted by Agate Software to ensure the tasks necessary for this project are completed on time and work properly. This is especially worthwhile to note due to the impact this methodology has on accelerating a project timeline to the benefit of the customer.

Agate Software resources begin the construction of a project in a Shared Development environment hosted by Agate Software. This Shared Development environment is where Agate Software resources will do most of the configuration work for the project, and it will be configured to closely reflect the production environment on which the system will ultimately reside.

Once functionality has been completed, tested, and approved by Agate Software resources on the Shared Development environment, customer resources will be given a URL that will allow for the review of functionality before it is released to the Production environment. This Shared Development site will allow customer resources to perform User Acceptance Testing (UAT) in parallel with Agate Software's continued configuration efforts on the next approved design specification or requirement. UAT is performed and minor modifications and testing defect corrections are completed.

Documentation and Training

All related documentation such as Customer Staff and Applicant User Manuals can be made available in a chosen format (PDF or MS Word) and accessed within the IntelliGrants system. Customer Staff and Applicant User manuals are technical in nature; they will explain navigation and basic IntelliGrants functionality.

Training resources are essential to the effective and efficient operation of any system. Providing resources with the tools they need to do their activities and giving them training opportunities which allow them to use the system at full potential are critical elements of success. Training sessions will be designed to focus on specific concepts that will ultimately ensure that the customer and their end-users fully understand how to perform their functions within the system. Agate Software will work with the customer to confirm the final training plan during the Post-Implementation Phase of the project.

Risks and Unknowns

The following identifies various risks and unknowns that potentially could impact the meeting of project timelines and/or the ultimate success of the project. Solutions to minimize and resolve these risks have been identified below.

Failure by either party to maintain one (1) Primary Point of Contact.

- If one of the parties becomes difficult to contact and decisions are not being made, a meeting will be called to discuss and reappoint a decision maker or discuss alternatives
- Agate and the Customer Sponsor and Project Manager will stop to assess and determine a plan to reinstate a point of contact
- Identify on weekly report
- If required decisions are not made according to the project schedule, then identify any impact to cost or schedule

Lack of key customer resources to attend design and status meetings during the project.

- Agate will request vacation and holiday schedule from the customer
- If availability becomes an issue, Agate will communicate this to Customer Project Manager via email
- If meetings are missed, Agate will work to reschedule meeting with staff through Customer Project Manager
- If required decisions are not made according to the project schedule, then identify any impact to cost and/or schedule

There is unforeseen turnover of key personnel critical to the success of the project.

- Identify on status reports to customer
- Identify any impact to schedule
- A meeting will be called between Agate and the Customer Project Manager to review and evaluate the impact
- Knowledge transfer sessions will be used to educate the newly identified personnel. The knowledge transfer sessions will be conducted using the project documentation along with secondary key project resources

Failure to follow communication plan agreed to at the onset of the project by the customer and Agate Software.

- Agate will stop and assess. A meeting will be called to determine the issue(s)
- The issue(s) will be reviewed, and suggestions offered to rectify the issue(s)

Failure of both parties to follow the process of entering and updating items in ProjecTrax in a timely manner.

- A meeting will be called to determine the issue(s)
- The issue(s) will be reviewed, and suggestions offered to rectify the issue(s)

Decisions and approvals are not made in a timely manner by the customer resulting in impacting to project timeline.

- A meeting will be called between Agate and the Customer Project Manager to review and evaluate the problem
- Identify any impact to schedule

Customer requests additional functionality that was not included in the original Scope of Work and requires additional costs beyond the original project budget and schedule.

- Agate will request a meeting with the customer and determine a plan to alleviate the risk
- Identify and document new requirements
- Agate will give recommendations on whether the request should be considered; recommendations will be given based on validity of the request and whether the customer should consider existing IntelliGrants functionality which provides better efficiencies.
- If additional functionality is still required, Agate will begin the Change Management Process

Changes requested to designs or configured components after customer approval

- Agate will request a meeting with the customer and determine a plan to alleviate the risk

- Identify and document new requirements
- Agate will give recommendations on whether the request should be considered; recommendations will be given based on validity of the request and whether the customer should consider existing IntelliGrants functionality which provides better efficiencies.
- If changes are still required, Agate will begin the Change Management Process

ACCEPTANCE CRITERIA: Deliverables will not be considered complete until the Agency Project Manager has formally accepted them in writing.

SPECIFIC DEPARTMENT STANDARDS: Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE: DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued Delivery 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 invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees.

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

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

PROJECT CONTACTS:

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- B.J. Harrington, Project Manager
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- Sam Sassic, Project Manager
DTMB Enterprise Portfolio Management Office
SassicS@michigan.gov
517-335-4536
- Nicholas Sekmistrz, Agency Owner
DHHS - VOCA
SekmistrzN2@michigan.gov
517-230-3549
- Dustin Hartigan, Technical Owner
DTMB Agency Services

HartiganD@michigan.gov

517-282-7371

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Work is to be performed at Agate Software, Inc., 2214 University Park Drive Suite 102, Okemos, MI, and State of Michigan facilities in Lansing, Michigan. Requests for alternative work locations must be made to the DTMB and Agency Project Manager.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

PRICING

	QTY	Billing Option	IntelliGrants Initial Configuration	Deliverable Cost
1	1	Deliverable	Product Software License	\$0.00
2	1	Deliverable	IGX Product Installation	\$30,000.00
3	1	Deliverable	Project Kickoff Meeting	\$6,480.00
4	1	Deliverable	Product Branding	\$1,080.00
5	1	Deliverable	Project Management	\$16,200.00
6	1	Deliverable	Product Security Role Setup	\$5,940.00
7	248	Hours not to exceed*	Configuration: Grant Record Forms	\$22,320.00
8	684	Hours not to exceed*	Configuration: Program Reporting	\$61,560.00
9	50	Hours not to exceed*	Configuration: OVCPMT Excel Import (VOCA)	\$4,500.00
10	120	Hours not to exceed*	Equipment Tracking	\$10,800.00
11	134	Hours not to exceed*	EGRAMS Integration (VOCA)	\$12,060.00
12	134	Hours not to exceed*	EGRAMS Integration (VAWA)	\$12,060.00
13	134	Hours not to exceed*	SIGMA Integration (VOCA)	\$12,060.00
14	134	Hours not to exceed*	SIGMA Integration (VAWA)	\$12,060.00
15	1	Deliverable	Single Sign-On (SSO) Authentication	\$10,800.00
16	180	Hours not to exceed*	Management Reports	\$32,400.00
17	240	Hours not to exceed*	Service Enhancements	\$21,600.00
18	1	Deliverable	MI DHHS Staff Training Manual	\$6,120.00
19	1	Deliverable	External User Training Manual	\$4,320.00
20	1	Deliverable	Webcast External User Training	\$2,160.00
21	1	Deliverable	Onsite/Virtual CVSC Staff Training	\$2,160.00
22	1	Deliverable	Annual Support	\$20,000.00
23	1	Deliverable	Annual Hosting	\$25,000.00
Total (Not to exceed)				\$331,680.00

*All hourly services will be billed on a Time and Materials basis.



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

Project Title: Division of Victim Services IntelliGrants Statement of Work	Period of Coverage:
Requesting Department: Michigan Department of Health and Human Services	Date: 12/10/2020
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BACKGROUND:

The State has a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the IntelliGrants™ software. The IntelliGrants™ software is an application that allows state agencies to automate and streamline the grant life cycle. The software allows potential grantees the ability to apply for grants through the use of a web-portal. The portal provides comprehensive information about available grant programs, eligibility requirements, information on grant writing techniques, access to key statistics, and the ability for applicants to look up grant application status. Additionally, IntelliGrants™ also allows the state agencies to automate the workflow required to review, approve and deny grant applications.

The purpose of this Contract is for ongoing maintenance, enhancements, and hosting options, for the electronic grant management application IntelliGrants™.

PROJECT OBJECTIVE:

MDHHS’s Division of Victim Services intends to implement Agate’s IntelliGrants electronic grants management system.

DELIVERABLES:

[Workflow and Form Design and Build Level Definitions](#)

Any changes to an approved design or configuration must go through the Change Management Process.

Workflow Design and Build Levels

- Level 1 Workflow Design
 - o Design of up to ten (10) documented workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 1 Workflow Build
 - o Configuration of up to ten (10) workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 2 Workflow Design

- Design of Up to thirty (30) documented workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Up to two (2) custom SQL instances.
- Level 2 Workflow Build
 - Configuration of up to thirty (30) workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Programming of up to two (2) custom SQL instances.
- Level 3 Workflow Design
 - Design of Up to fifty (50) documented workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Up to five (5) custom SQL instances.
- Level 3 Workflow Build
 - Configuration of up to fifty (50) workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Programming of up to five (5) custom SQL instances.

Form Design and Build Levels

- Level 1 Form Design & Build
 - Design and configuration of up to twenty (20) data fields, up to a total of ten (10) business rules (error checks, warnings, and arithmetic calculations) and PDF version of the form. Form build does not include data-driven fields or custom SQL.
- Level 2 Form Design & Build
 - Design and configuration of up to forty (40) data fields, fifteen (15) business rules (error checks, warnings, and arithmetic calculations) and PDF version of the form. Form build includes either data-driven fields OR custom SQL.
- Level 3 Form Design & Build
 - Configuration of up to eighty (80) data fields, thirty (30) business rules (error checks, warnings, and algebraic calculations) and PDF version of the form. Form build includes both data-driven fields and custom SQL.

Project Scope

1. [Product Software License](#)

MI DHHS will receive a perpetual, non-exclusive IntelliGrants, version IGX Enterprise License governed by the terms of the associated license agreement.

An Enterprise License entitles the customer to the following:

- Unlimited number of users
- Full system support, including both Tier 1 (external users) and Tier 2 (customer staff)
- Unlimited document storage when using the Agate Cloud Hosting Service
- Ability to configure unlimited security roles
- Sam.gov system interface used for DUNS # verification
- Grants.gov system interface used by customers to seek additional funding opportunities
- USPS system interface used to validate address information
- Daily Data Warehouse export
- Ability to configure unlimited workflow processes

- Weekly configuration push
- Customer on-premise production environment hosting as an available option if not using Agate's hosting services
- System allows for the installation of additional system domains (e.g. departments, divisions)

Deliverable Assumptions include the following:

- The provided IntelliGrants IGX License Agreement must be signed prior to any work on additional deliverables being started

2. IGX Product Installation

Attributes of the deliverable

- Installation of the IntelliGrants product in an Agate hosted Shared Development environment
- Installation of the IntelliGrants product in an Agate hosted UAT environment
- Installation of a system interface with Sam.gov, used for validating and automating user registrations
- Installation of a system interface with Grants.gov used by the MI DHHS to seek federal funding opportunities
- Installation of a system interface with USPS, used for validating address information
- Installation of the automated Data Warehouse Export
 - o Implementation of a SQL database export for MI DHHS
 - o Database will be located on the Agate Software hosted secure FTP folder (directory) and will be accessible by a user account created specifically for MI DHHS
 - o Database export will be exported to the web folder one time per day
 - o SQL database export will include all IntelliGrants configured "form pages", and user profiles transposed into database tables

Deliverable Risks/Assumptions

- MI DHHS will be responsible for all actions pertaining to the Data Warehouse database after it has been successfully exported from the IntelliGrants system.

Sign-off and invoicing of the deliverable is contingent upon the following:

- Ability for MI DHHS staff to access the Shared Development environment

3. Onsite/Virtual Project Kickoff Meeting

Attributes of the deliverable

Onsite Business Analysis which includes the following:

- Project Scope Validation
- Product Demonstration
- Project Planning (Timeline and Resources)
- Project Roles and Responsibilities
- Definition and Documentation of Business Process Workflows via Microsoft Visio
- Definition of System Security Roles

- Three (3) days onsite/virtual with two (2) Agate Software Resources

Deliverable Pre-requisites include the following:

- Signed Statement of Work
- Signed License Agreement
- Purchased IntelliGrants License

Sign-off and invoicing of the deliverable is contingent upon the following:

- Project Kickoff Meeting Completed

4. Product Branding

Attributes of the deliverable

- Creation of a system header banner based on MI DHHS provided materials such as an existing logo
- Application of system color scheme made up of a Heading Color, Sub-Heading Color, Highlight Color, Accent Color, Auxiliary Color, Primary Text Color and Secondary Text Color

Deliverable Risks/Assumptions

- MI DHHS will be given two (2) rounds of branding review and changes prior to being finalized

Sign-off and invoicing of the deliverable is contingent upon the following:

- Final branding applied to Shared Development environment

5. Project Management

Attributes of the deliverable

- Development and maintenance of the project schedule
- Development and maintenance of the communication plan
- Development and maintenance of the resource plan
- Weekly project status meetings
- Weekly meeting agenda
- Weekly project status reports

Sign-off and invoicing of the deliverable is contingent upon the following:

- Delivery of project schedule
- Delivery of communication plan
- Delivery of resource plan

6. Product Security Role Setup

Attributes of the deliverable

- System security role definition documented through the Security Role Matrix
- System security role setup for MI DHHS and external user organizations

Deliverable Risks/Assumptions

- MI DHHS will approve the Security Role Matrix prior to configuration of the system security roles

Sign-off and invoicing of the deliverable is contingent upon the following:

- MI DHHS ability to login as each of the newly created security roles

7. Configuration: Grant Record Forms

Attributes of the deliverable

- Design and configuration of **one (1) level 2** workflow for the Grant Record process
- Design and configuration of the application document templates (VOCA & VAWA) including the following:
 - o Automatic user assignment properties
 - o Document creation agreement language
 - o Document identification number format
 - o Program description
 - o Document form template configuration including the following:
 - Up to **eighteen (18) level 1** form design and build
 - Forms will not contain any business rules, complex calculations, dependencies, or custom code – they are strictly read-only forms used for data storage from the various data sources, or in VOCA Training’s case – manually-entered by MI DHHS staff

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **(248)** Agate resource hours may be used for the completion of this deliverable. If more than **(248)** hours are required, the Service Enhancements budget will be used.

8. Configuration: Program Reporting Process

Attributes of the deliverable

- Design and configuration of **one (1) level 1** workflow for the VOCA Quarterly Program Report process
- Design and configuration of **one (1) level 2** workflow for the VAWA Monthly Activity Report and Semi-Annual Program Report process
- Design and configuration of up to seven Program Report Document Templates (VOCA, VOCA Training, DV, SA, SANE, STOP, TSH) including the following:
 - o Automatic user assignment properties
 - o Document creation agreement language
 - o Document identification number format
 - o Document form template configuration including the following:
 - Up to **eight (8) level 1** form design and build
 - Up to **two (2) level 2** form design and build

- Up to **six (6) level 3** form design and build

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **(684)** Agate resource hours may be used for the completion of this deliverable. If more than **(684)** hours are required, the Service Enhancements budget will be used.

9. OVCPMT Excel Import – VOCA

Attributes of the deliverable

- Configuration of one (1) custom tool to import VOCA grant data from an OVCPMT-generated Excel sheet into IntelliGrants

Deliverable risks / assumptions

- Any changes/modifications to the Functional Specifications of the Excel document generated from OVCPMT after design approval will be required to go through the Change Management Process
- Research is being done to see if OVCPMT has an API to gather data automatically. As of 8/30/2019, OVCPMT says an API does not exist. Should that become available, this deliverable does not cover the costs of that work, and service enhancements shall be used, or a new SOW written.

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **(50)** Agate resource hours may be used for the completion of this deliverable. If more than **(50)** hours are required, the Service Enhancements budget will be used.

10. Equipment / Asset Tracking

Attributes of the deliverable

- Design and development of **one (1)** Asset Tracking tool used to track, and update information related to equipment / assets that have been reported by external users within financial reports or are under the control of MI DHHS
- Design and configuration of **one (1) level 1** workflow for the Equipment Tracking process
- Design and configuration of the Equipment Tracking Document Template including the following:
 - Automatic user assignment properties
 - Document creation agreement language
 - Document identification number format
 - Document form template configuration including the following:
 - Up to **one (1) level 1** form design and build
 - Up to **one (1) level 2** form design and build

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **(120)** Agate resource hours may be used for the completion of this deliverable. If more than **(120)** hours are required, the Service Enhancements budget will be used.

11. EGRAMS Integration – VOCA

Attributes of the deliverable

- Design and development of **one (1)** 1-way system interface between the IntelliGrants system and one (1) external system including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will send data from the EGRAMS system to the IntelliGrants system

Deliverable risks / assumptions

- Limit of one (1) API/File to the IntelliGrants system
- All data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development, and will be created as part of this deliverable
- MI DHHS/DTMB will provide information related to the preferred structure of each file to be exchanged
- MI DHHS/DTMB will provide sample export files for reference
- MI DHHS/DTMB will be responsible for all work related to exporting data from the external system
- MI DHHS/DTMB is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **(134)** Agate resource hours may be used for the completion of this deliverable. If more than **(134)** hours are required, the Service Enhancements budget will be used.

12. EGRAMS Integration – VAWA

Attributes of the deliverable

- Design and development of **one (1)** 1-way system interface between the IntelliGrants system and one (1) external system including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will send data from the EGRAMS system to the IntelliGrants system

Deliverable risks / assumptions

- Limit of one (1) API/File to the IntelliGrants system
- All data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development, and will be created as part of this deliverable
- MI DHHS/DTMB will provide information related to the preferred structure of each file to be exchanged
- MI DHHS/DTMB will provide sample export files for reference
- MI DHHS/DTMB will be responsible for all work related to exporting data from the external system
- MI DHHS/DTMB is responsible for ensuring that data sent to the IntelliGrants system contains no errors

including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **(134)** Agate resource hours may be used for the completion of this deliverable. If more than **(134)** hours are required, the Service Enhancements budget will be used.

13. SIGMA Integration – VOCA

Attributes of the deliverable

- Design and development of **one (1)** 1-way system interface between the IntelliGrants system and one (1) external system including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will send data from the SIGMA system to the IntelliGrants system

Deliverable risks / assumptions

- Limit of one (1) API/File to the IntelliGrants system
- All VOCA data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development, and will be created as part of this deliverable
- MI DHHS/DTMB will provide information related to the preferred structure of each file to be exchanged
- MI DHHS/DTMB will provide sample export files for reference
- MI DHHS/DTMB will be responsible for all work related to exporting data from the external system
- MI DHHS/DTMB is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. Up to **(134)** Agate resource hours may be used for the completion of this deliverable. If more than **(134)** hours are required, the Service Enhancements budget will be used.

14. SIGMA Integration – VAWA

Attributes of the deliverable

- Design and development of **one (1)** 1-way system interface between the IntelliGrants system and one (1) external system including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will send data from the SIGMA system to the IntelliGrants system

Deliverable risks / assumptions

- Limit of one (1) API/File to the IntelliGrants system
- All VAWA data elements required for mapping and interface must exist within the IntelliGrants system

prior to interface development, and will be created as part of this deliverable

- MI DHHS/DTMB will provide information related to the preferred structure of each file to be exchanged
- MI DHHS/DTMB will provide sample export files for reference
- MI DHHS/DTMB will be responsible for all work related to exporting data from the external system
- MI DHHS/DTMB is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to **(134)** Agate resource hours may be used for the completion of this deliverable. If more than **(134)** hours are required, the Service Enhancements budget will be used.

15. Single Sign-on (SSO) Authentication

Attributes of the deliverable

- The IntelliGrants system will be integrated with the MI DHHS/DTMB identity authentication solution (MiLogin)
- Installation of SSO components enabling MI DHHS internal users with existing credentials stored in their identity authentication solution to login to the IntelliGrants system without the need to provide additional credentials

Deliverable risks / assumptions

- All data elements required for mapping and interface must exist within the IntelliGrants system prior to SSO development
- A user account must exist within the IntelliGrants system for each user of the system
- MI DHHS/DTMB will be responsible for all work related to processing data within their external SSO system and for exporting data from the external system
- MI DHHS/DTMB is responsible for ensuring that data sent to the IntelliGrants system contains no errors

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Validation of UAT testing by MI DHHS/DTMB on the SSO Authentication components in the Shared Development environment.

16. Management Reports

Agate defines a Management Report as a report that returns data from the system into a PDF formatted template. These reports typically contain calculations or logic that are performed at the time of report execution in the system. These reports can also be exported to an XLS, RTF, CSV, or TXT file. However, those formats will not keep the PDF formatting. Management Reports may also double as Search Tools which will allow authorized users to search for and navigate to various portions of the system such as applications, progress report, etc. Search Tools may be developed which still retain the ability to export information out of the system in the previously detailed file types.

The need for approx. 20 reports of various shapes/sizes was used to scope this deliverable.

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is

completed. Up to **(360)** Agate resource hours may be used for the completion of this deliverable. If more than **(360)** hours are required, the Service Enhancements budget will be used.

17. Service Enhancements

Agate Software will provide additional enhancement services at the request of MI DHHS during and after initial system implementation. System Enhancements will be tracked through the Change Management Process. The following non-exhaustive list contains examples of what the Service Enhancements deliverable may be used for.

- Changes to Approved Forms
- Changes to Approved Business Rules
- Changes to Approved Security Roles
- Changes to Approved Workflows
- Tailored system training manuals
- Additional Grant Programs
- Additional Business Meetings
- Additional System Interfaces
- Roll over services – defined as making a copy of a current grant program and changing the grant cycle dates for the next grant cycle year (e.g. Changing or rolling over the dates from 2020 to 2021)
- Additional Management Reports
- System Customizations

Invoicing of this deliverable will be done on a time and materials basis on the 1st of each month as work is completed. The deliverable contains a maximum of the below hours by resource.

18. MI DHHS Staff Training Manual

Attributes of the deliverable

- Two (2) MI DHHS staff training manuals (VOCA & VAWA)
 - o One (1) electronic copy in PDF format each
 - o Up to seventy-five (75) pages each
 - o MI DHHS-specific content (i.e. terminology, screenshots)
- Manuals will be made available through a hyperlink contained within the IntelliGrants system

Deliverable risks / assumptions

- After the final version of the manual is delivered, further updates to the manual will only be made at the request of the customer

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Delivery of the training manuals and acceptance of manuals by DHHS and DTMB

19. External User Training Manual

Attributes of the deliverable

- Two (2) external user training manual (VOCA & VAWA)
 - o One (1) electronic copy in PDF format each
 - o Up to fifty (50) pages each
 - o MI DHHS-specific content (i.e. terminology, screenshots)
- Manuals will be made available through a hyperlink contained within the IntelliGrants system

Deliverable risks / assumptions

- After the final version of the manual is delivered, further updates to the manual will only be made at the request of the customer

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Delivery of the training manuals and acceptance of manuals by DHHS and DTMB

20. [Webcast External User Training](#)

Attributes of the deliverable

- Two (2) sessions of webcast system training for external users, up to four (4) hours each
- Training agenda
- Recording of the provided training sessions can made available to through the IntelliGrants system

Deliverable risks / assumptions

- Training sessions are limited to five hundred (500) participants
- Training is limited to MI DHHS's external users
- MI DHHS will be required to supply the meeting/training room, an internet connection, and a projector, if needed

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion of training sessions

21. [Onsite/Virtual MI DHHS Staff Training](#)

Attributes of the deliverable

- One (1) day of onsite training for MI DHHS administrative staff users, up to eight (8) hours
- Training Agenda

Deliverable risks / assumptions

- Training sessions are limited to twenty (20) participants
- Training is limited to MI DHHS staff
- MI DHHS will be required to supply the meeting/training room, an internet connection, and a projector, if needed
- A recording of the training will be provided

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion of one (1) day of training

22. Annual Support

Attributes of the deliverable

- Live help desk support (8:00 am - 8:00 pm EST, Mon. – Fri.), our call center is housed and staffed at our Okemos, Michigan headquarters and can be contacted to discuss product related questions. The helpdesk can be reached toll free at 800-820-1890 or by email at helpdesk@agatesoftware.com.
- Access to our proprietary, online web-based issue resolution tool ProjectTrax which is available 24 hours a day, 7 days a week and 365 days a year for problem reporting and project tracking.
- Weekly system pushes for patches, and bug fixes.
- Quarterly global updates to the IntelliGrants product which affects all customers on the IntelliGrants platform. These updates are outlined in our corresponding quarterly Product Release Notes.

Annual Support will be invoiced the day the IntelliGrants product is installed in a live production environment and once annually, each year thereafter.

23. Annual Hosting

Attributes of the deliverable

- One (1) MI DHHS Production environment maintained by Agate; available to MI DHHS staff, and external users for production use
- Promotion of regular configuration updates and quarterly product updates to the production environment
- One (1) Read-only environment of the existing SIGMA1 system
- One (1) Read-only environment of the existing SIGMA2 system
- One (1) Read-only environment of the current VAWA IntelliGrants system
- Network maintenance and administration
- Database server maintenance and administration
- Application server maintenance and administration
- Installation of Automatic Data Warehouse export
- Application and renewal of SSL security certificate (from a trusted CA) for any *.intelligrants.com URL selected by the customer
- System backups will be taken as follows:
 - o Daily for fourteen (14) days
 - o Weekly for six (6) weeks
 - o Monthly for twelve (12) months
 - o Annually for five (5) years
- In the event of a system restoration, the system can be restored within forty-eight (48) hours
- All environments listed above will be hosted in Agate’s Microsoft Azure Government Cloud

Annual Hosting will be invoiced the day the IntelliGrants product is installed in a live production environment and once annually, each year thereafter.

Meetings

Agate Software will coordinate with the assigned customer Project Manager for any meetings requiring key customer resources to be in attendance. Key customer resource availability will be confirmed and approved a minimum of one (1) week prior to the respective meeting. Any unreasonable meeting cancellations, consistent unavailability, and/or delays by assigned customer resources that adversely affect scheduled meetings and/or travel arrangements could affect the overall implementation timeline and may result in additional cost for professional services. Such occurrences will be documented by the Agate Project Lead and brought to the Customer Project Manager's attention for resolution and impact analysis.

ProjectTrax

ProjectTrax is a proprietary web-based software product developed by Agate to facilitate the tracking of tasks and as a document repository. ProjectTrax is accessible by Agate and customer resources and will be used throughout the course of the project. Customer access to ProjectTrax will be limited to key customer resources.

ProjectTrax allows a user to enter a task, provide a description and requested due date. All description text and status updates for a task will be tracked within ProjectTrax. Email notifications can also be sent each time a new message is added or each time a task status is updated.

During the implementation phase, ProjectTrax will be used to inform key customer resources which functional elements of the system are ready for customer design review and UAT. The customer's feedback will be recorded in ProjectTrax. All final approvals of designs and UAT must be recorded by the customer within ProjectTrax.

Change Management Process

The Change Management Process is in place to manage customer requirements and/or change requests that are considered "Out of Scope" based on the terms of the current statement of work for the engagement. The Change Management Process is comprised of the steps outlined below.

There are a series of project documents that, once initially approved, may not be changed, and republished without review and approval. These documents are considered "under change control" once initially approved. The goal of Change Management Process is to ensure that only approved changes are made within the project whether to scope, budget, schedule, or quality.

The three components of the Change Management Process are:

- Base-lining project documentation
- Requesting changes to base-lined documentation
- Requesting additional requirements or functionality not initially in scope

The documentation baseline is created as project deliverables are approved by the customer. After this baseline has been defined, any requested changes must be through the Change Management Process. Scope change requests can be a result of changes or additions to the baseline requirements and/or new modifications to the deliverables, activities, or quality standards. For example:

- New business requirements would be additions
- Deciding not to implement components already built would be a deletion
- A reversal of a prior design decision during build and test would be a change (rework)

The Change Management Process allows the project team to make changes to the original baseline. One of the goals of this process is to make definitive decisions so that projects can maintain their momentum. Changes must be actively controlled, as unmanaged changes commonly lead to unsuccessful projects.

1. Customer Identifies Change Request

The Customer Project Sponsor or Customer Project Manager will document the change request as a Task in ProjectTrax. The Agate Team Lead or Project Lead may request that the customer also upload a completed Change Request form to the Task.

2. Agate Reviews ProjectTrax Task

The Agate Team Lead or Project Lead will review the Task. If additional information is requested, the Task can be sent back to the customer via ProjectTrax. The Agate resource may also request a meeting for further clarifications.

3. Agate Analysis and Recommendation

Agate will respond the ProjectTrax Task with analysis comments and recommendations for configuration. The recommendation will include a description of the impact to the budget and timeline.

4. Agate and Customer Review and Negotiation

Based on the information provided by Agate, the customer will make a “Go” or “No Go” decision. That decision may be based on updates that need to be made to the request and negotiations on the cost and time estimates.

5. Agate Develops Task Order

The Task Order will be developed by either the Agate Team Lead or Account Manager. The Task Order will document the work to be performed, acceptance criteria, Agate resources assigned to the Task Order, Agate resources estimated hours, Agate resources estimated cost, total amount to be paid for the Task Order and Task Order acceptance criteria.

Configuration Process

Agate Software will use a phased approach for designing an IntelliGrants configuration for the customer. Although the configuration process can be slightly altered based on the needs of each individual project, the principles used to derive each Project Configuration Methodology are consistent.

Agate Software integrates industry best practices for application configuration, tracking and review. This process was developed and refined using numerous years of project management expertise as a foundation and by using the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) and Software Engineering Institute (SEI) Capability Maturity Model (SEI-CMM) as the baseline sources for project

management and systems review. Below are seven (7) Project Phases commonly used in the Project Configuration Methodology:

- Planning Phase (Project Plan/Resource Plan Development)
- Analysis Phase (Requirements Gathering)
- Design Phase (Requirements Documentation and Review)
- Build Phase (Configuration/Testing)
- Configuration Phase (Customer Validation)
- Post-Configuration Phase (Training Phase)
- Annual Support Phase

Although sequential in concept, many of these phases occur repeatedly for each major system functional area. Some system functional areas may be on a different cycle depending on the needs of the project or on stakeholder decisions. There are also conditions under which execution of a phase can be interrupted to recycle through a preceding phase (or phases) to update some aspect of that predecessor phase's deliverables.

Each of the phases consists of one or more tasks and/or activities. The tasks describe what actions and deliverables are necessary to accomplish the phase's objectives. The tasks are composed of sub-tasks and/or activities required to support the output deliverable for each phase. Each of the basic phases has a specific objective or purpose. Each phase assumes specific input(s) and in turn produces specified output(s) or deliverable(s).

Planning, Analysis and Design

Agate Software will start the Planning and Analysis Phases with an onsite meeting to gather information required for the project. The focus of the onsite sessions, directed by Agate Software, is to clarify system requirements typically with the focus on driving the customer from the current "As Is" process to an electronic workflow process.

Following the onsite gathering sessions, an updated Project Plan will be created by Agate Software which includes a listing of all system requirements required to start building the program. Agate Software will incorporate "gated" milestones as a decision point for proceeding to subsequent phases or activities of the project plan which will not begin until approval has been given by the customer. Approval of the deliverables may include design documentation, user specifications or other requirement documentation however, acceptance of the deliverables by the customer will occur at the gated milestones before moving forward to the next phase. All software configuration and testing work will be directed by the Agate Project Manager/Lead and will take place at Agate Software.

Configuration and Testing

All configuration required for this project follows a strict software configuration methodology adopted by Agate Software to ensure the tasks necessary for this project are completed on time and work properly. This is especially worthwhile to note due to the impact this methodology has on accelerating a project timeline to the benefit of the customer.

Agate Software resources begin the construction of a project in a Shared Development environment hosted by Agate Software. This Shared Development environment is where Agate Software resources will do most of the configuration work for the project, and it will be configured to closely reflect the production environment on which the system will ultimately reside.

Once functionality has been completed, tested, and approved by Agate Software resources on the Shared Development environment, customer resources will be given a URL that will allow for the review of functionality before it is released to the Production environment. This Shared Development site will allow customer resources to perform User Acceptance Testing (UAT) in parallel with Agate Software's continued configuration efforts on the next approved design specification or requirement. UAT is performed and minor modifications and testing defect corrections are completed.

Documentation and Training

All related documentation such as Customer Staff and Applicant User Manuals can be made available in a chosen format (PDF or MS Word) and accessed within the IntelliGrants system. Customer Staff and Applicant User manuals are technical in nature; they will explain navigation and basic IntelliGrants functionality.

Training resources are essential to the effective and efficient operation of any system. Providing resources with the tools they need to do their activities and giving them training opportunities which allow them to use the system at full potential are critical elements of success. Training sessions will be designed to focus on specific concepts that will ultimately ensure that the customer and their end-users fully understand how to perform their functions within the system. Agate Software will work with the customer to confirm the final training plan during the Post-Implementation Phase of the project.

Risks and Unknowns

The following identifies various risks and unknowns that potentially could impact the meeting of project timelines and/or the ultimate success of the project. Solutions to minimize and resolve these risks have been identified below.

Failure by either party to maintain one (1) Primary Point of Contact.

- If one of the parties becomes difficult to contact and decisions are not being made, a meeting will be called to discuss and reappoint a decision maker or discuss alternatives
- Agate and the Customer Sponsor and Project Manager will stop to assess and determine a plan to reinstate a point of contact
- Identify on weekly report
- If required decisions are not made according to the project schedule, then identify any impact to cost or schedule

Lack of key customer resources to attend design and status meetings during the project.

- Agate will request vacation and holiday schedule from the customer
- If availability becomes an issue, Agate will communicate this to Customer Project Manager via email
- If meetings are missed, Agate will work to reschedule meeting with staff through Customer Project Manager
- If required decisions are not made according to the project schedule, then identify any impact to cost and/or schedule

There is unforeseen turnover of key personnel critical to the success of the project.

- Identify on status reports to customer
- Identify any impact to schedule
- A meeting will be called between Agate and the Customer Project Manager to review and evaluate the impact
- Knowledge transfer sessions will be used to educate the newly identified personnel. The knowledge transfer sessions will be conducted using the project documentation along with secondary key project resources

Failure to follow communication plan agreed to at the onset of the project by the customer and Agate Software.

- Agate will stop and assess. A meeting will be called to determine the issue(s)
- The issue(s) will be reviewed, and suggestions offered to rectify the issue(s)

Failure of both parties to follow the process of entering and updating items in ProjecTrax in a timely manner.

- A meeting will be called to determine the issue(s)
- The issue(s) will be reviewed, and suggestions offered to rectify the issue(s)

Decisions and approvals are not made in a timely manner by the customer resulting in impacting to project timeline.

- A meeting will be called between Agate and the Customer Project Manager to review and evaluate the problem
- Identify any impact to schedule

Customer requests additional functionality that was not included in the original Scope of Work and requires additional costs beyond the original project budget and schedule.

- Agate will request a meeting with the customer and determine a plan to alleviate the risk
- Identify and document new requirements
- Agate will give recommendations on whether the request should be considered; recommendations will be given based on validity of the request and whether the customer should consider existing IntelliGrants functionality which provides better efficiencies.
- If additional functionality is still required, Agate will begin the Change Management Process

Changes requested to designs or configured components after customer approval

- Agate will request a meeting with the customer and determine a plan to alleviate the risk

- Identify and document new requirements
- Agate will give recommendations on whether the request should be considered; recommendations will be given based on validity of the request and whether the customer should consider existing IntelliGrants functionality which provides better efficiencies.
- If changes are still required, Agate will begin the Change Management Process

ACCEPTANCE CRITERIA: Deliverables will not be considered complete until the Agency Project Manager has formally accepted them in writing.

SPECIFIC DEPARTMENT STANDARDS: Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE: DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued Delivery 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 invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees.

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

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

PROJECT CONTACTS:

- Jeff Claeys, Account Manager
Agate Software, Inc.
jclaeys@agatesoftware.com
(517) 336-2540
- B.J. Harrington, Project Manager
Agate Software, Inc.
bjharrington@agatesoftware.com
(517) 336-2529
- Sam Sassic, Project Manager
DTMB Enterprise Portfolio Management Office
SassicS@michigan.gov
517-335-4536
- Nicholas Sekmistrz, Agency Owner
DHHS - VOCA
SekmistrzN2@michigan.gov
517-230-3549
- Dustin Hartigan, Technical Owner
DTMB Agency Services

HartiganD@michigan.gov

517-282-7371

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Work is to be performed at Agate Software, Inc., 2214 University Park Drive Suite 102, Okemos, MI, and State of Michigan facilities in Lansing, Michigan. Requests for alternative work locations must be made to the DTMB and Agency Project Manager.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

PRICING

	QTY	Billing Option	IntelliGrants Initial Configuration	Deliverable Cost
1	1	Deliverable	Product Software License	\$0.00
2	1	Deliverable	IGX Product Installation	\$30,000.00
3	1	Deliverable	Project Kickoff Meeting	\$6,480.00
4	1	Deliverable	Product Branding	\$1,080.00
5	1	Deliverable	Project Management	\$16,200.00
6	1	Deliverable	Product Security Role Setup	\$5,940.00
7	248	Hours not to exceed*	Configuration: Grant Record Forms	\$22,320.00
8	684	Hours not to exceed*	Configuration: Program Reporting	\$61,560.00
9	50	Hours not to exceed*	Configuration: OVCPMT Excel Import (VOCA)	\$4,500.00
10	120	Hours not to exceed*	Equipment Tracking	\$10,800.00
11	134	Hours not to exceed*	EGRAMS Integration (VOCA)	\$12,060.00
12	134	Hours not to exceed*	EGRAMS Integration (VAWA)	\$12,060.00
13	134	Hours not to exceed*	SIGMA Integration (VOCA)	\$12,060.00
14	134	Hours not to exceed*	SIGMA Integration (VAWA)	\$12,060.00
15	1	Deliverable	Single Sign-On (SSO) Authentication	\$10,800.00
16	180	Hours not to exceed*	Management Reports	\$32,400.00
17	240	Hours not to exceed*	Service Enhancements	\$21,600.00
18	1	Deliverable	MI DHHS Staff Training Manual	\$6,120.00
19	1	Deliverable	External User Training Manual	\$4,320.00
20	1	Deliverable	Webcast External User Training	\$2,160.00
21	1	Deliverable	Onsite/Virtual CVSC Staff Training	\$2,160.00
22	1	Deliverable	Annual Support	\$20,000.00
23	1	Deliverable	Annual Hosting	\$25,000.00
Total (Not to exceed)				\$331,680.00

*All hourly services will be billed on a Time and Materials basis.



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

CONTRACT CHANGE NOTICE

Change Notice Number **29**
 to
 Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	1-year, plus 4, 1-year options	September 30, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$16,907,755.50	\$1,244,999.00	\$18,152,754.50		

DESCRIPTION

Effective 9/24/2020, this Contract is hereby extended through 9/30/2021. This Contract is increased by \$1,244,999.00 to cover the cost through 9/30/2021. Four (4) additional, 1-year options are added, which may extend the Contract through 9/30/2025 at the State's sole discretion. The following amendment is hereby incorporated into the Contract to update the Terms, Security Schedule, and Pricing.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 9/24/2020.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-241-3314	Koppsch-WoodsK@michigan.gov



STATE OF MICHIGAN
Department of Technology, Management and Budget
Procurement

Solicitation Manager Name: Matt Weiss
Telephone Number: 517-256-9895
DTMB-Procurement Telephone Number 1-855-MI-PURCH (1-855-647-8724)
E-Mail Address: weissm4@michigan.gov

STATE OF MICHIGAN

CONTRACT TERMS

This Software Contract (this “**Contract**”) is agreed to between the State of Michigan (the “**State**”) and AGATE SOFTWARE INC (“**Contractor**”), a MICHIGAN CORPORATION. This Contract is effective on October 1, 2020 (“**Effective Date**”), and unless earlier terminated, will expire on September 30, 2021 (the “**Term**”).

This Contract may be renewed for up to 4 additional 1-year renewal optional periods. Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

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

“**Acceptance**” has the meaning set forth in **Section 12.5**.

“**Acceptance Tests**” means such tests as may be conducted in accordance with **Section 12** and the Statement of Work to determine whether the Software meets the requirements of this Contract and the Documentation.

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

“**Allegedly Infringing Materials**” has the meaning set forth in **Section 26.3(b)(ii)**.

“**API**” means all Application Programming Interfaces and associated API Documentation provided by Contractor, and as updated from time to time, to allow the Software to integrate with various State and Third Party Software.

“**Approved Open-Source Components**” means Open-Source Components that may be included in or used in connection with the Software and are specifically identified in an exhibit to the Statement of Work, and approved by the State.

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

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

“**Business Owner**” is the individual appointed by the agency buyer to (a) act as the agency’s representative in all matters relating to the Contract, and (b) co-sign off on notice of Acceptance for the Software. The Business Owner will be identified in the Statement of Work.

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

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

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

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

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

“Confidential Information” has the meaning set forth in **Section 20.1**.

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

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

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

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

“Contractor’s Test Package” has the meaning set forth in **Section 11.2**.

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

“Dispute Resolution Procedure” has the meaning set forth in **Section 31.1**.

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

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

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

“Fees” means collectively, the License Fees, Implementation Fees, and Support Services Fees.

“Financial Audit Period” has the meaning set forth in **Section 29.1**.

“Force Majeure” has the meaning set forth in **Section 32.1**.

“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 destroy, disrupt, disable, distort, modify, or otherwise harm or impede in any manner, any (i) computer, software, firmware, data, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) 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 prevent, restrict or impede the State's or any Authorized User's use of such software, Services or Contractor Systems as intended by this Contract.

“HIPAA” has the meaning set forth in **Section 19.1**.

“Implementation Fees” has the meaning set forth in **Section 16.2**.

“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.

“Integration Testing” has the meaning set forth in **Section 12.1(c)**.

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

“Key Personnel” means any Contractor Personnel identified as key personnel in the Statement of Work.

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

“License Agreement” has the meaning set forth in **Section 3**.

“License Fee” has the meaning set forth in **Section 16.1**.

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

“Maintenance and Support Schedule” means, if applicable, the schedule attached as **Schedule B**, setting forth the Support Services Contractor will provide to the State, and the parties' additional rights and obligations with respect thereto.

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

“Milestone” means an event or task described in the Implementation Plan under 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.

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

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

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

“Open-Source License” has the meaning set forth in **Section 4**.

“Operating Environment” means, collectively, the platform, environment and conditions on, in or under which the Software is intended to be installed and operate, as set forth in the Statement of Work, including such structural, functional and other features, conditions and components as hardware, operating software and system architecture and configuration.

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

“Permitted Subcontractor” has the meaning set forth in **Section 9.4**.

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

“Pricing” means any and all fees, rates and prices payable under this Contract, including pursuant to any Schedule or Exhibit hereto.

“Pricing Schedule” means the schedule attached as **Schedule D**, setting forth the License Fees, Implementation Fees, Support Services Fees, and any other fees, rates and prices payable under this Contract.

“Project Manager” is the individual appointed by each party to (a) monitor and coordinate the day-to-day activities of this Contract, and (b) for the State, to co-sign off on its notice of Acceptance for the Software. Each party’s Project Manager will be identified in the Statement of Work.

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

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

“Services” means any of the services Contractor is required to or otherwise does provide under this Contract, the Statement of Work, the Maintenance and Support Schedule (if applicable), or the Service Level Agreement (if applicable).

“Service Level Agreement” means, if applicable, the service level agreement attached as **Schedule E** to this Contract, setting forth Contractor’s obligations with respect to the hosting, management and operation of the Software.

“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 the Software.

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

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

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

“State” means the State of Michigan.

“State Data” has the meaning set forth in **Section 19.1**.

“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.

“**State Resources**” has the meaning set forth in **Section 10.1(a)**.

“**Statement of Work**” means any statement of work entered into by the parties and attached as a schedule to this Contract. The initial Statement of Work is attached as **Schedule A**, and subsequent Statements of Work shall be sequentially identified and attached as Schedules A-1, A-2, A-3, etc.

“**Stop Work Order**” has the meaning set forth in **Section 24**.

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

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

“**Support Services Fees**” has the meaning set forth in **Section 16.3**.

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

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

“**Test Data**” has the meaning set forth in **Section 11.2**.

“**Test Estimates**” has the meaning set forth in **Section 11.2**.

“**Testing Period**” has the meaning set forth in **Section 12.1(b)**.

“**Third Party**” means any Person other than the State or Contractor.

“**Transition Period**” has the meaning set forth in **Section 23.3**

“**Transition Responsibilities**” has the meaning set forth in **Section 23.3**.

“**Unauthorized Removal**” has the meaning set forth in **Section 9.3(b)**.

“**Unauthorized Removal Credit**” has the meaning set forth in **Section 9.3(c)**.

“**User Data**” means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, processed, generated or output by any device, system or network by or on behalf of the State, including any and all works, inventions, data, analyses and other information and materials resulting from any use of the Software by or on behalf of the State under this Contract, except that User Data does not include the Software or data, information or content, including any GUI, audio, visual or

digital or other display or output, that is generated automatically upon executing the Software without additional user input.

“**Warranty Period**” means the ninety (90) calendar-day period commencing on the date of the State's Acceptance of the Software.

“**WCAG 2.0 Level AA**” means level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) version 2.0.

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

2. Statements of Work. Contractor shall provide Services and Deliverables pursuant to Statements of Work entered into under this Contract. No Statement of Work shall be effective unless signed by each party's Contract Administrator. The term of each Statement of Work shall commence on the parties' full execution of the Statement of Work and terminate when the parties have fully performed their obligations. The terms and conditions of this Contract will apply at all times to any Statements of Work entered into by the parties and attached as a schedule to this Contract. The State shall have the right to terminate such Statement of Work as set forth in **Section 23**. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under each Statement of Work and agrees that prompt and timely performance of all such obligations in accordance with this Contract and the Statements of Work (including the Implementation Plan and all Milestone Dates) is strictly required.

2.1 Statement of Work Requirements. Each Statement of Work will include the following:

(a) names and contact information for Contractor's Contract Administrator, Project Manager and Key Personnel;

(b) names and contact information for the State's Contract Administrator, Project Manager and Business Owner;

(c) a detailed description of the Services to be provided under this Contract, including any training obligations of Contractor;

(d) a detailed description of the Software to be provided under this Contract, including the:

(i) version and release number of the Software;

(ii) Business Requirements Specification;

(iii) Technical Specification; and

(iv) a description of the Documentation to be provided;

(e) an Implementation Plan, including all Milestones, the corresponding Milestone Dates and the parties' respective responsibilities under the Implementation Plan;

(f) the due dates for payment of Fees and any invoicing requirements, including any Milestones on which any such Fees are conditioned, and such other information as the parties deem necessary;

(g) disclosure of all Open-Source Components (each identified on a separate exhibit to the Statement of Work), in each case accompanied by such related documents as may be required by this Contract;

(h) description of all liquidated damages associated with this Contract; and

(i) a detailed description of all State Resources required to complete the Implementation Plan.

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

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

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

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

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

- (i) require Contractor to perform the Services under the Statement of Work without the Change;

- (ii) require Contractor to continue to negotiate a Change Notice;
- (iii) initiate a Dispute Resolution Procedure; or
- (iv) notwithstanding any provision to the contrary in the Statement of Work, terminate this Contract under **Section 23**.

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

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

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

3. Software License. Contractor hereby grants to the State and its Authorized Users the right and license to use the Software and Documentation in accordance with the terms and conditions of this Contract and the License Agreement set forth in **Schedule C** (the "**License Agreement**").

4. Open-Source Licenses. Any use hereunder of Open-Source Components shall be governed by, and subject to, the terms and conditions of the applicable open-source license ("**Open-Source License**"). Contractor shall identify and describe in an exhibit to the Statement of Work each of the Approved Open-Source Components of the Software, and include an exhibit attaching all applicable Open-Source Software Licenses or identifying the URL where these licenses are publicly available.

5. Software Implementation.

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

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

6. Hosting. If the Operating Environment for the Software is externally hosted by Contractor or a subcontractor, Contractor will maintain the Availability Requirement and the Support Service Level Requirement set forth in the Service Level Agreement attached as **Schedule E** to this Contract.

7. Support Services

7.1 Support Services for On-Premise Software. If the Operating Environment for the Software is internally hosted by the State, Contractor shall provide the State with the Support Services described in the Maintenance and Support Schedule attached as **Schedule B** to this Contract. Such Support Services shall be provided:

(a) Free of charge during the Warranty Period, it being acknowledged and agreed that the License Fee includes full consideration for such Services during such period.

(b) Thereafter, for so long as the State elects to receive Support Services for the Software, in consideration of the State's payment of Support Services Fees in accordance with **Section 16** and the rates set forth in the Pricing Schedule.

7.2 Support Services for Externally Hosted Software. If the Operating Environment for the Software is externally hosted by Contractor or a subcontractor, Contractor shall provide the State with the Support Services described in the Service Level Agreement attached as **Schedule E** to this Contract. Such Support Services shall be provided:

(a) Free of charge during the Warranty Period, it being acknowledged and agreed that the License Fee includes full consideration for such Services during such period.

(b) Thereafter, for so long as the State elects to receive Support Services for the Software, in consideration of the State's payment of Support Services Fees in accordance with **Section 16** and the rates set forth in the Pricing Schedule.

8. Data Privacy and Information Security.

8.1 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 physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all 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, of which the publicly available ones are available at https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html.

8.2 To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

8.3 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.

8.4 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.

8.5 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 8**.

8.6 Security Requirements for Externally Hosted Software. If the Operating Environment for the Software is externally hosted by Contractor or a subcontractor, Contractor shall comply with the security requirements set forth in **Schedule F** to this Contract.

9. Performance of Services. Contractor will provide all Services and Deliverables in a timely, professional and workmanlike manner and in accordance with the terms, conditions, and Specifications set forth in this Contract and the Statement of Work.

9.1 Contractor Personnel.

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

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

- (i) ensure that such Contractor Personnel have the legal right to work in the United States;
- (ii) upon request, require such Contractor Personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor Personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract; and
- (iii) upon request, perform background checks on all Contractor Personnel prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks on Contractor Personnel. Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal

information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018.

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

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

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

(a) 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.
- (iv) inform the State if a change requested will affect the COTS product in a way that may impact future upgrades and enhancements.

(b) Contractor's Project Manager 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.

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

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

(d) Contractor will promptly replace its Project Manager on the occurrence of any event set forth in **Section 9.2(c)**. Such replacement will be subject to the State's prior written approval.

9.3 Contractor's Key Personnel.

(a) The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State'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.

(b) Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under **Section 23.1**.

(c) It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to 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 23.1**, Contractor will issue to the State an amount equal to \$25,000 per individual (each, an "**Unauthorized Removal Credit**").

(d) Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection (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.

9.4 Subcontractors. 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. The State's approval of any such Third Party (each 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:

(a) 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 Deliverables, shall be deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor or its employees;

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

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

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

10. State Obligations.

10.1 State Resources and Access. The State is responsible for:

(a) providing the State Materials and such other resources as may be specified in the Statement of Work (collectively, "**State Resources**"); and

(b) if the Software is internally hosted on State systems, 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.

10.2 State Project Manager. Throughout the Term of this Contract, the State will maintain a State employee to serve as the State's Project Manager under this Contract. The State's Project Manager will be identified in the Statement of Work. The State's Project Manager will be available as set forth in the Statement of Work.

11. Pre-Delivery Testing.

11.1 Testing By Contractor. Before delivering and installing the Software, Contractor must:

(a) test the Software to confirm that it is fully operable, meets all applicable Specifications and will function in accordance with the Specifications and Documentation when properly installed in the Operating Environment;

(b) scan the Software using industry standard scanning software and definitions to confirm it is free of Harmful Code; and

(c) remedy any Non-Conformity or Harmful Code identified and retest and rescan the Software.

11.2 Test Data and Estimates. Unless otherwise specified in the Statement of Work, Contractor shall provide to the State all test data and testing scripts used by Contractor for its pre-delivery testing ("**Test Data**"), together with the results Contractor expects to be achieved by processing the Test Data using the Software ("**Test Estimates**," and together with Test Data, "**Contractor's Test Package**").

12. Acceptance Testing.

12.1 Acceptance Testing.

(a) Unless otherwise specified in the Statement of Work, upon installation of the Software, Acceptance Tests will be conducted as set forth in this **Section 12** to ensure the Software conforms to the requirements of this Contract, including the applicable Specifications and Documentation. The State may, but is not obligated, to perform its own pretest on the Software utilizing Contractor's Test Package.

If the State does perform a pretest, and Contractor's Test Package does not successfully pass the Test Data or Test Estimate scripts as described by Contractor, the State, at its discretion, is not obligated to move into the formal Acceptance Tests set forth in this Section. The State may elect to send Contractor's Test Package back to Contractor to correct any problems encountered with the Test Data or Test Estimates.

(b) All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in the Statement of Work, commence on the Business Day following installation of the Software 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 costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing.

(c) Upon delivery and installation of any API, Configuration or Customization to the Software under the Statement of Work, additional Acceptance Tests will be performed on the modified Software as a whole to ensure full operability, integration, and compatibility among all elements of the Software ("**Integration Testing**"). Integration Testing is subject to all procedural and other terms and conditions set forth in **Section 12.1**, **Section 12.3**, and **Section 12.4**.

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

12.2 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.

(a) If such notice is provided by either party and identifies any Non-Conformities, the parties' rights, remedies, and obligations will be as set forth in **Section 12.3** and **Section 12.4**.

(b) If such notice is provided by the State, is signed by the State's Business Owner and Project Manager, and identifies no Non-Conformities, such notice constitutes the State's Acceptance of such Software.

(c) If such notice is provided by Contractor and identifies no Non-Conformities, the State will have sixty (60) Business Days to use the Software in the Operating Environment and determine, in the

exercise of its sole discretion, whether it is satisfied that the Software contains no Non-Conformities, on the completion of which the State will, as appropriate:

- (i) notify Contractor in writing of Non-Conformities the State has observed in the Software and of the State's non-acceptance thereof, whereupon the parties' rights, remedies and obligations will be as set forth in **Section 12.3** and **Section 12.4**; or
- (ii) provide Contractor with a written notice of its Acceptance of such Software, which must be signed by the State's Business Owner and Project Manager.

12.3 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, 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:

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

(b) receipt of the State's notice under **Section 12.1(a)** or **Section 12.2(c)(i)**, identifying any Non-Conformities.

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

(a) continue the process set forth in this **Section 12**;

(b) accept the Software as a nonconforming deliverable, in which case the Fees for such Software will be reduced equitably to reflect the value of the Software as received relative to the value of the Software had it conformed; or

(c) deem the failure to be a non-curable material breach of this Contract and the Statement of Work and terminate this Contract for cause in accordance with **Section 23.1**.

12.5 Acceptance. Acceptance ("**Acceptance**") of the Software (subject, where applicable, to the State's right to Integration Testing) will occur on the date that is the earliest of the State's delivery of a notice accepting the Software under **Section 12.2(b)**, or **Section 12.2(c)(ii)**.

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

For clarity, under no circumstances will the State pay for any training materials twice. Once such materials have been provided, any future requests for the same materials will have no associated cost to the State.

14. Maintenance Releases; New Versions

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

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

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

14.4 Advanced Notice. Contractor will give the State advance notice (a minimum of 60 days) of any core changes to the solution before implementation to allow the State to update internal and external customers. The State will also have the ability to give input on the changes proposed prior to implementation.

15. Source Code Escrow

15.1 Escrow Contract. The parties may enter into a separate intellectual property escrow agreement. Such escrow agreement will govern all aspects of Source Code escrow and release.

16. Fees

16.1 License Fee. In consideration of, and as payment in full for, the rights and license to use the Software and Documentation as provided in this Contract and the License Agreement, the State shall pay to Contractor the license fees (the "**License Fee**") set forth on the Pricing Schedule, subject to and in accordance with the terms and conditions of this Contract and the License Agreement, including the applicable timetable and other provisions of the Statement of Work and this **Section 16**.

16.2 Implementation Fees. In consideration of, and as payment in full for, Contractor's provision of implementation services as provided in this Contract and the Statement of Work, the State shall pay to Contractor the implementation fees (the "**Implementation Fees**") set forth on the Pricing Schedule, subject to and in accordance with the terms and conditions of this Contract, including the applicable timetable and other provisions of the Statement of Work and this **Section 16**.

16.3 Support Service Fees. In consideration of Contractor providing the Support Services as required under the Maintenance and Support Schedule (as applicable) or the Service Level Agreement (as applicable), the State shall pay to Contractor the Support Services fees (the "**Support Service Fees**") set forth in the Pricing Schedule, subject to and in accordance with the terms and conditions of this Contract, including the applicable provisions of the Maintenance and Support Schedule (as applicable) or the Service Level Agreement (as applicable) and this **Section 16**.

16.4 Firm Pricing/Fee Changes. All Pricing set forth in this Contract is firm and will not be increased, except as otherwise expressly provided in this **Section 16.4**.

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

17. Invoices and Payment.

17.1 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 both hard copy and electronic format, via such delivery means and to such address as are specified by the State in the Statement of Work. Each separate invoice must:

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

(b) list each Fee item separately;

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

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

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

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

17.2 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 the State determines that the invoice was properly rendered. The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment

17.3 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.

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

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

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

- (i) the amount in dispute; and
 - (ii) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties;
- (c) works with Contractor in good faith to resolve the dispute promptly; and
- (d) promptly pays any amount determined to be payable by resolution of the dispute.

Contractor shall not withhold any Services or fail to perform any obligation hereunder by reason of the State's good faith withholding of any payment or amount in accordance with this **Section 17.4** or any dispute arising therefrom.

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

18. Intellectual Property Rights

18.1 Ownership Rights in Software

(a) Subject to the rights and licenses granted by Contractor in this Contract and the License Agreement, and the provisions of **Section 18.1(b)**:

- (i) Contractor reserves and retains its entire right, title and interest in and to all Intellectual Property Rights arising out of or relating to the Software; and
- (ii) none of the State or Authorized Users acquire any ownership of Intellectual Property Rights in or to the Software or Documentation as a result of this Contract.

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

18.2 Rights in Open-Source Components. Ownership of all Intellectual Property Rights in Open-Source Components shall remain with the respective owners thereof, subject to the State's rights under the applicable Open-Source Licenses.

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

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

(b) to the extent any API, 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 API or 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 API or Work Product.

19. State Data.

19.1 Ownership. The State’s data (“**State Data**”), which will be treated by Contractor as Confidential Information, includes: (a) User Data; and (b) any other data collected, used, processed, stored, or generated by the State in connection with the Services, including but not limited to (i) personally identifiable information (“**PII**”) collected, used, processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual’s social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother’s maiden name, email address, credit card information, or an individual’s name in combination with any other of the elements here listed; and (ii) personal health information (“**PHI**”) collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act (“**HIPAA**”) and its related rules and regulations. 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 19.1** survives termination or expiration of this Contract.

19.2 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 and all subcontractors must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; 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 19.2** survives termination or expiration of this Contract.

19.3 Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State’s sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to

each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this **Section 19.3** are to be considered direct damages and not consequential damages. This section survives termination or expiration of this Contract. This Section survives termination or expiration of this Contract.

19.4 State's Governance, Risk and Compliance (GRC) platform. Contractor is required to assist the State with its security accreditation process through the development, completion and ongoing updating of a system security plan using the State's automated GRC platform, and implement any required safeguards or remediate any security vulnerabilities as identified by the results of the security accreditation process.

20. 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 20** survives termination or expiration of this Contract.

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

through, or on behalf of, the receiving party). Notwithstanding the above, in all cases and for all matters, State Data is deemed to be Confidential Information.

20.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor's subcontractor is permissible where: (a) the subcontractor is a Permitted Subcontractor; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor's responsibilities; and (c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any of the Contractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 20.2**.

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

20.4 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.

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

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

22. ADA Compliance. Accessibility Requirements.

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

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

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

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

Section 23

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

22.5 Failure to comply with the requirements in this **Section 22** shall constitute a material breach of this Contract.

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

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

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

(b) If the State terminates this Contract under this **Section 23.1**, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 23.2**.

(c) The State will only pay for amounts due to Contractor for Services accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination, including any prepaid Support Services Fees. Further, Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Services from other sources.

23.2 Termination for Convenience. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with **Section 23.3**. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

23.3 Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days; the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services 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 Data; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "**Transition Responsibilities**"). The Term of this Contract is automatically extended through the end of the Transition Period.

23.4 Survival. This **Section 23** survives termination or expiration of this Contract.

24. 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 ninety (90) calendar days at no additional cost to the State. The State will provide Contractor a written notice detailing such suspension (a "**Stop Work Order**"). Contractor must comply with the Stop Work Order upon receipt. Within 90 days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate this Contract. The State will not pay for any Services, Contractor's lost profits, or any additional compensation during a stop work period.

25. Contractor Representations and Warranties.

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

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

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

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

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

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

(a) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder to the Solicitation Type; and no attempt was made by Contractor to induce any other Person to submit or not submit a proposal for the purpose of restricting competition;

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

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

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

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

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

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

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

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

(i) conflict with or violate any applicable Law;

(ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or

(iii) require the provision of any payment or other consideration to any third party;

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

(i) infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party; or

(ii) fail to comply with any applicable Law;

(f) as provided by Contractor, the Software does not or will not at any time during the license term contain any:

(i) Harmful Code; or

(ii) Open-Source Components or operate in such a way that it is developed or compiled with or linked to any Open-Source Components, other than Approved Open-Source Components specifically described in the Statement of Work.

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

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

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

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

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

26. Indemnification

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

warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any Intellectual Property Right or other right of any Third Party; and (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

26.2 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, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 26**, 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.

26.3 Infringement Remedies.

(a) The remedies set forth in this **Section 26.3** 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.

(b) 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.

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

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

(d) If Contractor directs the State to cease using any Software under **subsection (c)**, the State may terminate this Contract for cause under **Section 23.1**.

- (e) Contractor will have no liability for any claim of infringement arising solely from:
 - (i) Contractor's compliance with any designs, specifications, or instructions of the State; or
 - (ii) modification of the Software by the State without the prior knowledge and approval of Contractor;

unless the claim arose against the Software independently of any of the above specified actions.

27. Liquidated Damages.

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

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

27.3 The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under **Section 23.1**, and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

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

28. Damages Disclaimers and Limitations.

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

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

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

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

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

29.3 Application. This **Section 29** applies to Contractor, any Affiliate, and any Permitted Subcontractor that performs Services in connection with this Contract.

30. Insurance

30.1 Required Coverage.

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

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
Automobile Liability Insurance	

If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.	
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

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

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

30.2 Non-waiver. This **Section 30** is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

31. Dispute Resolution.

31.1 Unless otherwise specified in the Statement of Work, the parties will endeavor to resolve any Contract dispute in accordance with **Section 31** (the “**Dispute Resolution Procedure**”). 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. The responding party’s Project Manager 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.

31.2 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 31** does not limit the State’s right to terminate this Contract.

32. General Provisions

32.1 Force Majeure.

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

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

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

32.3 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

32.4 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.

32.5 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 32.5**):

If to Contractor:	2214 University Park Drive Okemos, MI 48864 Email: jclaey@agatesoftware.comSS] Attention: Jeff Claey, Account Manager TITLE OF
If to State:	525 W Allegan St, Lansing, MI 48933 Email: Weissm4@michigan.gov Attention: Matt Weiss, Sr. Category Analyst

Notices sent in accordance with this **Section 32.5** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next Business Day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

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

32.7 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. The State has the right to terminate this Contract in its entirety or any Services or Statements of Work hereunder, pursuant to **Section 23.1**, if Contractor delegates or otherwise transfers any of its obligations

or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Contractor of any of such obligations or performance. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Contractor (regardless of whether Contractor is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Contract for which the State's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this **Section 32.7** is void.

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

32.9 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 both parties Contract Administrator. 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.

32.10 Severability. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

32.11 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.

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

appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this **Section 32.12**.

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

32.14 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.

32.15 Schedules. All Schedules that are referenced herein and attached hereto are hereby incorporated by reference.

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

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

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

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

32.18 Compliance with Laws. Contractor and its Representatives must comply with all Laws in connection with this Contract.

32.19 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.

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

Department of Technology, Management and Budget
Cashiering
P.O. Box 30681
Lansing, MI 48909

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

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

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

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

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

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

32.22 Entire Agreement. This Contract, together with all Schedules, Exhibits, and the Statement of Work which are hereby expressly incorporated, constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the 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 and Schedules, and the Statement of Work; and (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. NO TERMS ON CONTRACTORS INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS

CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

SCHEDULE A - STATEMENT OF WORK

For purposes of this Schedule, all initial capitalized terms in this Schedule that are not defined in this Schedule shall have the respective meanings given to them in the Contract Terms and Conditions.

BACKGROUND:

The State has a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the IntelliGrants™ software. The IntelliGrants™ software is an application that allows state agencies to automate and streamline the grant life cycle. The software allows potential grantees the ability to apply for grants through the use of a web-portal. The portal provides comprehensive information about available grant programs, eligibility requirements, information on grant writing techniques, access to key statistics, and the ability for applicants to look up grant application status. Additionally, IntelliGrants™ also allows the state agencies to automate the workflow required to review, approve and deny grant applications.

The purpose of this Contract is for ongoing maintenance, enhancements, and hosting options, for the electronic grant management application IntelliGrants™. The Contract serves the following State agencies:

- Michigan State Police (MSP) - OHSP
- Michigan State Police (MSP) - GCSD
- Michigan Department of Education (MDE)
- Michigan Department of Labor and Economic Opportunity (LEO) - MARS
- Michigan Department of Labor and Economic Opportunity (LEO) - KCP
- Michigan Department of Natural Resources (DNR)
- Michigan State Housing Development Authority (MSHDA)
- Michigan Department of Health and Human Services (MDHHS)

PROJECT OBJECTIVE: The updating of contract terms, pricing, and security language as required for all new contracts and extensions.

SCOPE OF WORK: This Contract is an extension of the work under the Original Contract for the Agate Software Inc..

SOFTWARE LICENSES:

Contractor is providing the State with a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the IntelliGrants™ software.

DELIVERABLES: Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables will be spelled out in subsequent Change Notices.

ACCEPTANCE CRITERIA: Will be identified in subsequent Statements of Work (SOW) attached to individual Change Notices.

SPECIFIC DEPARTMENT STANDARDS: Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE: DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued Delivery 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 invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees.

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

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

PROJECT CONTACTS:

MDE:

The designated Agency Project Manager is:

Name: Drew Finkbeiner

Department: SOM MDE

Address: JOHN HANNAH BLDG, Lansing, MI

Phone Number: 517-284-6984

Email Address: FinkbeinerD@michigan.gov

The designated DTMB Project Managers is:

Name: Sean Strom

Department: SOM DTMB

Address: JOHN HANNAH BLDG, Lansing, MI

Phone Number: 517.512.3110

Email Address: StromS@michigan.gov

MDHHS:

The designated Program Manager is:

Name: Julie Giddings

Department: MDHHS

Address:

Grand Tower

235 S Grand Ave,

Lansing, MI 48909

Phone Number: 517-241-7280

Email: Giddingsj@michigan.gov

The designated DTMB Program Manager is:

Name: Dustin Hartigan

Department: DTMB Agency Services

Address:

300 E. Michigan Ave

Lansing, MI 48933

Phone Number: 517-282-7371

Email: HartiganD@michigan.gov

LEO:

The designated Program Manager is:

Name: Marilyn Carey

Department: LEO

Phone Number: 517-241-6742

Email: CareyM4@michigan.gov

MSP:

The designated Program Manager is:

Name: Leslie Wagner

Department: MSP

Address: MSP Headquarters

Phone Number: 517-284-3214

Email: WagnerL2@michigan.gov

The designated DTMB Program Manager is:

Name: Gordon Mayes

Department: DTMB Agency Services

Address: MSP Headquarters

Phone Number: 517-204-8026

Email: MayesG1@michigan.gov

DNR:

The designated Program Manager is:

Name: Lance Brooks

Department: DNR

Address: Constitution Hall, Lansing

Phone Number: 517-284-5971

Email: BROOKSL@michigan.gov

The designated DTMB Program Manager is:

Name: Manny Rosales

Department: DTMB Agency Services

Address: Constitution Hall, Lansing

Phone Number: 517-897-2320

Email: RosalesM@michigan.gov

MSHDA:

The designated Program Manager is:

Name: Mark Whitaker

Department: MSHDA

Address: 735 E MICHIGAN AVE BLDG, LANSING MI

Phone Number: 517-420-4878

Email: WhitakerM@michigan.gov

The designated DTMB Program Manager is:

Name: Michael Weiszbrod

Department: DTMB Agency Services

Address: Victor Building
Phone Number: 517-242-1272
Email: WeiszbrodM@michigan.gov

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Work is to be performed at Agate Software, Inc., 2214 University Park Drive Suite 102, Okemos, MI, and State of Michigan facilities in Lansing, Michigan. Requests for alternative work locations must be made to the DTMB and Agency Project Manager.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

SCHEDULE B: Maintenance and Support

The parties agree as follows:

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** to this Schedule 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 1** to this Schedule to enable the State to escalate its Support Requests, including: (a) the first person to contact; and (b) the persons in successively more qualified or experienced positions to provide the support sought.

“Critical Service Error” has the meaning set forth in the Service Level Table.

“Error” means, generally, any failure or error referred to in the Service Level Table.

“First Line Support” means the identification, diagnosis and correction of Errors by the State.

“High Service Error” has the meaning set forth in the Service Level Table.

“Low Service Error” has the meaning set forth in the Service Level Table.

“Medium Service Error” has the meaning set forth in the Service Level Table.

“Resolve” and the correlative terms, **“Resolved”**, **“Resolving”** and **“Resolution”** each have the meaning set forth in **Section 2.6**

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

“Second Line Support” means the identification, diagnosis and correction of Errors by the provision of (a) telephone and email assistance by a qualified individual on the Contact List and remote application support, or (b) on-site technical support at the State's premises by a qualified individual on the Contact List.

“Service Levels” means the defined Error 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 2.6**

“State Cause” means any of the following causes of an Error: (a) a State server hardware problem; (b) a desktop/laptop hardware problem; or (c) a State network communication problem.

“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 Hours” has the meaning set forth in **Section 2.3**

“**Support Period**” means the period of time beginning 90 days after the date the Software has entered full production mode and ending on the date the Contract expires or is terminated.

“**Support Request**” has the meaning set forth in **Section 2.4**.

2. Maintenance.

2.1 Maintenance Releases and New Versions. Provided that the State is current on its Support Services Fees, during the Support Period, Contractor shall provide the State, at no additional charge, with all Maintenance Releases and New Versions for the Software.

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

Support Services. The State will provide First Line Support prior to making a Service Request for Second Line Support. Contractor shall perform all Second Line Support and other Support Services during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the Contract, including the Service Levels and other Contractor obligations set forth in this **Section 2**.

2.3 Support Service Responsibilities. Contractor shall:

- (a) provide unlimited telephone support 8:00 am - 8:00 pm EST, Mon. – Fri.;
- (b) respond to and Resolve all Support Requests in accordance with the Service Levels;
- (c) provide unlimited remote Second Line Support to the State during all Support Hours;
- (d) provide on-premise Second Line Support to the State if remote Second Line Support will not Resolve the Error; and
- (e) 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.

2.4 Support Requests. Once the State has determined that an Error is not the result of a **State Cause**, the State may request Support Services by way of a Support Request. The State shall classify its requests for Error corrections in accordance with the support request classification and definitions of the Service Level Table set forth in **Section 2.4** (each a "**Support Request**"). The State shall notify Contractor of each Support Request by e-mail or telephone. The State shall include in each Support Request a description of the reported Error and the time the State first observed the Error.

2.5 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) if not prohibited by the State's security policies, remote access to the State Systems, and if prohibited, direct access at the State's premises;
- (ii) output and other data, documents and information, each of which is deemed the State's Confidential Information as defined in the Contract; and
- (iii) such other reasonable cooperation and assistance as Contractor may request.

2.6 Service Level Table. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. "**Resolve**", "**Resolved**", "**Resolution**" and correlative capitalized terms mean, with respect to any particular Support Request, that Contractor has corrected the Error that prompted that Support Request and that the State has confirmed such correction and its acceptance of it in writing. Contractor shall respond to and Resolve all Support Requests within the following times based on the State's designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after Contractor's investigation of the reported Error and consultation with the State:

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
Critical Service Error	(a) Issue affecting entire Software system or single critical production function; (b) Software down or operating in materially degraded state; (c) Data integrity at risk; (d) Material financial impact;	Contractor shall acknowledge receipt of a Support Request within thirty (30) minutes.	Contractor shall Resolve the Support Request as soon as practicable and no later than four (4) hours after Contractor's receipt of the Support Request. If the Contractor Resolves the Support Request by way of a work-around accepted in writing by the State, the support classification assessment will be

	<p>(e) Widespread access interruptions: or</p> <p>(f) Classified by the state as a Critical Service Error</p>		reduced to a High Service Error.
High Service Error	<p>(a) A Critical Service Error for which the State has received, within the Resolution time for Critical Service Errors, a work-around that the State has accepted in writing; or</p> <p>(b) Primary component failure that materially impairs Software's performance;</p> <p>(c) Data entry or access is materially impaired on a limited basis; or</p> <p>(d) performance issues of severe nature impacting critical processes</p>	Contractor shall acknowledge receipt of a Support Request or, where applicable, the State's written acceptance of a Critical Service Error work-around, within twenty-four (24) hours.	Contractor shall Resolve the Support Request as soon as practicable and no later than two (2) Business Days after Contractor's receipt of the Support Request or, where applicable, the State's written acceptance of a Critical Service Error work-around.
Medium Service Error	<p>An isolated or minor Error in the Software that meets any of the following requirements:</p> <p>(a) does not significantly affect Software functionality;</p>	Contractor shall acknowledge receipt of the Support Request within two (2) Business Days.	Contractor shall Resolve the Support Request as soon as practicable and no later than ten (10) Business Days after Contractor's receipt of the Support Request.

	(b) can or does impair or disable only certain non-essential Software functions; or (c) does not materially affect the State's use of the Software		
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2.7 Escalation to Parties' Project Managers. If Contractor does not respond to a Support Request within the relevant Service Level response time, the State may escalate the Support Request to the parties' respective Project Managers and then to their respective Contract Administrators.

2.8 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.

2.9 Contractor Updates. Contractor shall give the State monthly electronic or other written reports and updates of:

(a) 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;

(b) its Service Level performance, including Service Level response and Resolution times; and

(c) the Service Credits to which the State has become entitled.

3. Service Credits.

3.1 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 will be entitled to the corresponding service credits specified in the table below ("**Service Credits**"), provided that the relevant Error did not result from a State Cause.

Support Request Classification	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
Critical Service Error	An amount equal to 5% of the then current monthly Support Fee for each hour by which Contractor's	An amount equal to 5% of the then current monthly Support Fee for each hour by which Contractor's Resolution of the Support Request

	response exceeds the required Response time.	exceeds the required Resolution time.
High Service Error	An amount equal to 3% of the then current monthly Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's response exceeds the required Response time.	An amount equal to 3% of the then current monthly Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's Resolution of the Support Request exceeds the required Resolution time.

3.2 Compensatory Purpose. The parties intend that the Service Credits constitute compensation to the State, and not a penalty. The parties acknowledge and agree that the State's harm caused by Contractor's delayed delivery of the Support Services would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Service Credits are a reasonable estimate of the anticipated or actual harm that might arise from Contractor's breach of its Service Level obligations.

3.3 Issuance of Service Credits. Contractor shall, for each monthly invoice period, issue to the State, together with Contractor's invoice for such period, a written acknowledgment setting forth all Service Credits to which the State has become entitled during that invoice period. Contractor shall pay the amount of the Service Credit as a debt to the State within fifteen (15) Business Days of issue of the Service Credit acknowledgment, provided that, at the State's option, the State may, at any time prior to Contractor's payment of such debt, deduct the Service Credit from the amount payable by the State to Contractor pursuant to such invoice.

3.4 Additional Remedies for Service Level Failures. Contractor's repeated failure to meet the Service Levels for Resolution of any Critical Service Errors or High Service Errors, or any combination of such Errors, within the applicable Resolution time set out in the Service Level Table will constitute a material breach under the Contract. Without limiting the State's right to receive Service Credits under this **Section 3**, the State may terminate this Schedule for cause in accordance with terms of the Contract.

4. Communications. In addition to the mechanisms for giving notice specified in 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.

EXHIBIT 1

CONTRACTOR CONTACT

BJ HARRINGTON

STATE OF MICHIGAN PROJECT MANAGER

517-336-2529

BJHARRINGTON@AGATESOFTWARE.COM

JEFF CLAEYS

STATE OF MICHIGAN ACCOUNT MANAGER

517-336-2540

JCLAEYS@AGATESOFTWARE.COM

SCHEDULE C: Licensing Agreement

(Contractor's standard Licensing Agreement is included as an attachment)

STATE OF MICHIGAN

SCHEDULE D: PRICING

Summary of IntelliGrants 5 year Contract Costs by Agency

No.	Project Costs	Cost (\$)
A.	Michigan State Police-OHSP software maintenance, support, and hosting - 5 years Breakdown provided in Table A	\$ 227,650.00
B.	Michigan State Police-GCSD software maintenance, support, and hosting - 5 years Breakdown provided in Table B	\$ 227,650.00
C.	Michigan Department of Education-MDE software maintenance, support and hosting - 5 years Breakdown provided in Table C	\$ 2,700,000.00
D.	Michigan Department of Labor and Economic Opportunity-MARS software maintenance, support, and hosting - 5 years Breakdown provided in Table D	\$ 234,500.00
E.	Michigan Department of Labor and Economic Opportunity-KCP software maintenance, support, and hosting - 5 years Breakdown provided in Table E	\$ 241,630.00
F.	Michigan Department of Natural Resources-DNR software maintenance, support, and hosting - 5 years Breakdown provided in Table F	\$ 554,300.00
G.	Michigan State Housing Development Authority - MSHDA software maintenance, support, and hosting - 5 years Breakdown provided in Table G	\$ 2,725,000.00
H.	Michigan Department of Health and Human Services-MDVPTB (VAWA) software maintenance, support, and hosting - 5 years Breakdown provided in Table H	\$ 175,665.00
TOTAL COST FOR ALL AEGNCIES FOR 5 YEARS		\$ 7,086,395.00

Enhancements Rates:

- Year 1: (10/1/2020 - 9/30/2021) = \$90/hr.
- Year 2: (10/1/2021 - 9/30/2022) = \$90/hr.
- Year 3: (10/1/2022 - 9/30/2023) = \$100/hr.
- Year 4: (10/1/2023 - 9/30/2024) = \$110/hr.
- Year 5: (10/1/2024 - 9/30/2025) = \$110/hr.

A. Michigan State Police (MSP) Office of Highway Safety and Planning (OHSP) Annual Software Maintenance, Support, Hosting - Pricing Worksheet FY 21-25

Description	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Enhancements*	\$19,800	\$19,800	\$22,000	\$24,200	\$24,200	\$110,000
Annual Technical Support	\$11,280	\$11,280	\$11,280	\$11,280	\$11,280	\$56,400
Annual Hosting	\$12,250	\$12,250	\$12,250	\$12,250	\$12,250	\$61,250
TOTAL	\$43,330	\$43,330	\$45,530	\$47,730	\$47,730	\$227,650

B. Michigan State Police (MSP) Grants and Community Services Division (GCSD) Annual Software Maintenance, Support, Hosting- Pricing Worksheet FY 21-25

Description	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Enhancements*	\$19,800	\$19,800	\$22,000	\$24,200	\$24,200	\$110,000
Annual Technical Support	\$11,280	\$11,280	\$11,280	\$11,280	\$11,280	\$56,400
Annual Hosting	\$12,250	\$12,250	\$12,250	\$12,250	\$12,250	\$61,250
TOTAL	\$43,330	\$43,330	\$45,530	\$47,730	\$47,730	\$227,650

C. Michigan Department of Education (MDE) Annual Software Maintenance, Support, Hosting- Pricing Worksheet FY 21-25

Description	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Enhancements*	\$450,000	\$450,000	\$500,000	\$550,000	\$550,000	\$2,500,000
Annual Technical Support		\$50,000	\$50,000	\$50,000	\$50,000	\$200,000
Annual Hosting	\$-	\$-	\$-	\$-	\$-	
TOTAL	\$450,000	\$500,000	\$550,000	\$600,000	\$600,000	\$2,700,000

D. Michigan Department of Labor and Economic Opportunity (LEO) Management of Awards to Recipients System (MARS) Annual Software Maintenance, Support, Hosting - Pricing Worksheet FY 21-25

Description	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Enhancements*	\$19,800	\$19,800	\$22,000	\$24,200	\$24,200	\$110,000
Annual Technical Support	\$-	\$-	\$-	\$-	\$-	
Annual Hosting	\$24,900	\$24,900	\$24,900	\$24,900	\$24,900	\$124,500
TOTAL	\$44,700	\$44,700	\$46,900	\$49,100	\$49,100	\$234,500

E. Michigan Department of Labor and Economic Opportunity (LEO) King, Chavez and Parks (KCP) Annual Software Maintenance, Support, Hosting - Pricing Worksheet FY 21-25

Description	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Enhancements*	\$-	\$19,800	\$22,000	\$24,200	\$24,200	\$90,200
Annual Technical Support	\$30,286	\$30,286	\$30,286	\$30,286	\$30,286	\$151,430
Annual Hosting	\$-	\$-	\$-	\$-	\$-	\$-
TOTAL	\$30,286	\$50,086	\$52,286	\$54,486	\$54,486	\$241,630

F. Michigan Department of Natural Resources (DNR) Annual Software Maintenance, Support, Hosting - Pricing Worksheet FY 21-25

Description	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Enhancements*	\$56,700	\$56,700	\$63,000	\$69,300	\$69,300	\$315,000
Annual Technical Support	\$27,860	\$27,860	\$27,860	\$27,860	\$27,860	\$139,300
Annual Hosting	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
TOTAL	\$104,560	\$104,560	\$110,860	\$117,160	\$117,160	\$554,300

G. Michigan State Housing Development Authority (MSHDA) Annual Software Maintenance, Support, Hosting - Pricing Worksheet FY 21-25

Description	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Enhancements*	\$450,000	\$450,000	\$500,000	\$550,000	\$550,000	\$2,500,000
Annual Technical Support	\$-	\$-	\$-	\$-	\$-	\$-
Annual Hosting	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$225,000
TOTAL	\$495,000	\$495,000	\$545,000	\$595,000	\$595,000	\$2,725,000

H. Michigan Department of Health and Human Services (DHHS) Michigan Domestic Violence Prevention and Treatment Board (MDVPTB) (VAWA) Annual Software Maintenance, Support, Hosting- Pricing Worksheet FY 21-25

Description	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Enhancements*	\$12,060	\$12,060	\$13,400	\$14,740	\$14,740	\$67,000
Annual Technical Support	\$6,733	\$6,733	\$6,733	\$6,733	\$6,733	\$33,665
Annual Hosting	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
TOTAL	\$33,793	\$33,793	\$35,133	\$36,473	\$36,473	\$175,665

*Service Enhancements will be billed on a Time and Materials basis. Services must be dependent upon mutually agreed upon statement(s) of work between Agate and the State of Michigan. Once agreed to, Agate must not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this contract. The purchase order will be available but not billed against until Central Procurement signs the Change Notice and the Agency agrees to the work Agate is to complete. Having the purchase order set up at the beginning of the fiscal year will alleviate any procurement timing issues. Agate Software will provide service enhancements at the request of the Agency, and invoicing will be sent on the 1st and 16th of each month as service configuration work is performed.



STATE OF MICHIGAN

SCHEDULE E: Service Level Agreement

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

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

“**Availability**” has the meaning set forth in **Section 4.1**.

“**Availability Requirement**” has the meaning set forth in **Section 4.1**.

“**Available**” has the meaning set forth in **Section 4.1**.

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

“**Corrective Action Plan**” has the meaning set forth in **Section 5.6**.

“**Critical Service Error**” has the meaning set forth in **Section 5.4(a)**.

“**Exceptions**” has the meaning set forth in **Section 4.2**.

“**Force Majeure Event**” has the meaning set forth in **Section 6.1**.

“**High Service Error**” has the meaning set forth in **Section 5.4(a)**.

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

“**Low Service Error**” has the meaning set forth in **Section 5.4(a)**.

“**Medium Service Error**” has the meaning set forth in **Section 5.4(a)**.

“**Resolve**” has the meaning set forth in **Section 5.4(b)**.

“**Scheduled Downtime**” has the meaning set forth in **Section 4.3**.

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

“**Service Availability Credits**” has the meaning set forth in **Section 4.6(a)**.

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

“**Service Level Credits**” has the meaning set forth in **Section 5.5**.

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

“**Service Period**” has the meaning set forth in **Section 4.1**.

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

“**Software Support Services**” has the meaning set forth in **Section 5**.

“**State Service Manager**” has the meaning set forth in **Section 3.2**.

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

“**Support Request**” has the meaning set forth in **Section 5.4(a)**.

“**Support Service Level Requirements**” has the meaning set forth in **Section 5.4**.

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

2. Services.

2.1. Services. Throughout the Term, Contractor will, in accordance with all terms and conditions set forth in the Contract and this Schedule, provide to the State and its Authorized Users the following services :

- (a) the hosting, management and operation of the Software and other services for remote electronic access and use by the State and its Authorized Users (“**Hosted Services**”);
- (b) the Software Support Services set forth in **Section 5** of this Schedule;

3. Personnel

3.1. Contractor Personnel for the Hosted Services. Contractor will appoint a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Software Support Services (the “**Contractor Service Manager**”). The Contractor Service Manager will be considered Key Personnel under the Contract.

3.2. State Service Manager for the Hosted Services. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of the State in matters pertaining to the Software Support Services, including the submission and processing of Support Requests (the “**State Service Manager**”).

4. Service Availability and Service Availability Credits.

4.1. Availability Requirement. Contractor will make the Hosted Services Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a “**Service Period**”), at least 99.98% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the “**Availability Requirement**”). “**Available**” means the Hosted Services are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. “**Availability**” has a correlative meaning. The Hosted Services are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: $(\text{Actual Uptime} - \text{Total Minutes in Service Period Hosted Services are not Available Due to an Exception}) \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Hosted Services are not Available Due to an Exception}) \times 100 = \text{Availability}$.

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

- (a) failures of the State’s or its Authorized Users’ internet connectivity;
- (b) Scheduled Downtime as set forth in **Section 4.3**.

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

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

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

4.6. Remedies for Service Availability Failures.

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

during the Service Period (“**Service Availability Credits**”):

Availability	Credit of Fees
≥99.98%	None
<99.98% but ≥99.0%	15%
<99.0% but ≥95.0%	50%
<95.0%	100%

- (b) Any Service Availability Credits due under this **Section 4.6** will be applied in accordance with payment terms of the Contract.
- (c) If the actual Availability of the Hosted Services is less than the Availability Requirement in any two (2) of four (4) consecutive Service Periods, then, in addition to all other remedies available to the State, the State may terminate the Contract on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

5. Support and Maintenance Services. Contractor will provide Hosted Service maintenance and support services (collectively, “**Software Support Services**”) in accordance with the provisions of this **Section 5**. The Software Support Services are included in the Services, and Contractor may not assess any additional fees, costs or charges for such Software Support Services.

5.1. **Support Service Responsibilities.** Contractor will:

- (a) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;
- (b) provide unlimited telephone support 8:00 am - 8:00 pm EST, Mon. – Fri.
- (c) provide unlimited online support 24 hours a day, seven days a week;
- (d) provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and
- (e) respond to and Resolve Support Requests as specified in this **Section 5**.

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

- (a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;
- (b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and

- (c) if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein):
 - (i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;
 - (ii) if Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 5.4**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and
 - (iii) notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

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

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

5.4. Support Service Level Requirements. Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 5.4 ("Support Service Level Requirements")**, and the Contract.

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

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

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

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
Critical Service Error	One (1) hour	Three (3) hours	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
High Service Error	One (1) hour	Four (4) hours	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three

			percent (3%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	percent (3%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
Medium Service Error	Three (3) hours	Two (2) Business Days	N/A	N/A
Low Service Error	Three (3) hours	Five (5) Business Days	N/A	N/A

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

5.5. Support Service Level Credits. Failure to achieve any of the Support Service Level Requirements for Critical and High Service Errors will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section 5.4(b)** ("**Service Level Credits**") in accordance with payment terms set forth in the Contract.

5.6. Corrective Action Plan. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, Contractor will promptly investigate the root causes of these Service Errors and provide to the State within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the State's review, comment and approval, which, subject to and upon the State's written approval, shall be a part of, and by this reference is incorporated in, the Contract as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan must include, at a minimum: (a) Contractor's commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective

Action Plan. There will be no additional charge for Contractor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

6. Force Majeure.

6.1. Force Majeure Events. Subject to **Section 6.3**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a "**Force Majeure Event**"), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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

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

- (a) in no event will any of the following be considered a Force Majeure Event:
 - (i) shutdowns, disruptions or malfunctions of Contractor Systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or
 - (ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event.
- (b) no Force Majeure Event modifies or excuses Contractor's obligations under **Sections 19** (State Data), **20** (Confidentiality), or **27** (Indemnification) of the Contract, **Section 7** (Disaster Recovery and Backup) of this Schedule, the Availability Requirement defined in this Schedule, or any security requirements under the Contract, the Statement of Work, or applicable Schedule.

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

- (a) maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of Recovery Point Objective (hours) hours, and a Recovery Time Objective (RTO) of Recovery Time Objective (hours) hours (the “**DR Plan**”), and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. Contractor’s current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan are attached as **Schedule G**. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance. Contractor will provide the State with copies of all such updates to the Plan within fifteen (15) days of its adoption by Contractor. All updates to the DR Plan are subject to the requirements of this **Section 7**; and

- (b) provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after Contractor’s receipt or preparation. If Contractor fails to reinstate all material Hosted Services within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Contract, in its sole discretion, immediately terminate this Contract as a non-curable default.

SCHEDULE F: Data Security Requirements

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

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

“**Contractor Systems**” has the meaning set forth in **Section 5** of this Schedule.

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

“**FISMA**” means The Federal Information Security Modernization Act of 14 (Pub.L. No. 113-283 (Dec. 18, 2014)).

“**Hosting Provider**” identifies a separate third party subcontractor that is providing any of the hosting services including management and operation of computing hardware, ancillary equipment, networking, Software, firmware, data, other services used to provide Hosted Services; typically identified as a cloud provider.

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

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

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

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

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

2. Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto (“**Contractor Security Officer**”). The Contractor Security Officer will be considered Key Personnel under the Contract.

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

3.1. ensure that all hosting providers with SOM data and Software with access to SOM data must be in a government cloud environment, with FedRAMP authorization throughout the Term.

3.2. Contractor must maintain an annual SSAE 18 SOC 2 Type 2 audit or FedRAMP authorization for the Hosted Services throughout the Term , and in the event the contractor is unable to maintain

SSAE audits or FedRAMP authorization, the State may move the Software to an alternative provider, at contractor's sole cost and expense;

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

3.4. maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies as set forth in the Contract, and must, at a minimum, remain compliant with FISMA and the NIST Special Publication 800-53 (most recent version) MOD Controls using minimum control values as established in the applicable SOM PSP's;

Secure Application Development Life Cycle (SADLC)

Contractor is required to meet the States Secure Application Development Life Cycle requirements that includes:

Application Scanning

For contractor developed applications, Contractor is required to grant the right to the State to scan either the application code or a deployed version of the solution; or in lieu of the State performing a scan, Contractor will provide the State a vulnerabilities assessment after Contractor has used a State approved application scanning tool. These scans must be completed and provided to the State on a regular basis or at least for each major release.

For COTS or Contractor owned applications, Contractor, at its sole expense, must provide resources to complete the scanning and to complete the analysis, remediation and validation of vulnerabilities identified by the scan as required by the State Secure Web Application Standards.

Application scanning and remediation must include the following types of scans and activities

- Dynamic Application Security Testing (DAST) - Scanning interactive application for vulnerabilities, analysis, remediation and validation (May include IAST)
- Static Application Security Testing (SAST) - Scanning source code for vulnerabilities, analysis, remediation and validation

Infrastructure Scanning

A Contractor providing Hosted Services must scan the infrastructure using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least once every 30 days and provide the scan's assessment to the State in a format that can be uploaded by the State and used to track the remediation. Remediation time frame requirements are documented in SOM PSP's.

3.5. provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of the State's Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards;

3.6. take all reasonable measures to:

- (a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek,

without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and

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

3.7. ensure that State Data is encrypted in transit and at rest using AES encryption and a key size of 256 bits or higher;

3.8. ensure that State Data is encrypted in transit and at rest using currently validated encryption modules in accordance with FIPS PUB 140-2 (as amended). *Security Requirements for Cryptographic Modules*;

3.9. ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), OAuth, or comparable mechanisms;

3.10. ensure the Hosted Services have NIST compliant multi-factor authentication for privileged/administrative and other identified access; and

3.11. assist the State, at no additional cost, with development and completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance (GRC) platform which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames based on the risk level of the identified risk. For all findings associated with the Contractor's solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs and perform related remediation activities. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk.

4. Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through Contractor's Systems or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this **Section 4**. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

5. Contractor Systems. Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor in connection with the Services

("Contractor Systems") and shall prevent unauthorized access to State systems through the Contractor Systems.

6. Security Audits. During the Term, Contractor will:

6.1. maintain complete and accurate records relating to its data protection practices, IT security controls, and the security logs of any of the State's Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State's Confidential Information and any other information relevant to its compliance with this Schedule;

6.2. upon the State's request, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Contractor Systems and their housing facilities and operating environments; and

6.3. if requested by the State, provide a copy of Contractor's SSAE 18 SOC 2 Type 2 audit report or Contractor's FedRAMP System Security Plan to the State within thirty (30) days after Contractor's receipt of such report. Any such audit reports will be recognized as Contractor's Confidential Information.

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

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SCHEDULE G: Disaster Recovery Plan

(Contractor's Disaster Recovery Plan is included as an attachment)



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

CONTRACT CHANGE NOTICE

Change Notice Number **28**
 to
 Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$16,517,335.50	\$0.00	\$16,517,335.50		

DESCRIPTION

Effective 9/2/2020, the Stop Work Order issued on 4/17/2020 to pause the following activities provided to the Department of Natural Resources (DNR) covered under Contract 071B1300072 with Agate is cancelled as of 7/10/2020:

1. Efforts and Key Light activities surrounding the migration from a State to an Agate hosted environment
2. Development of all new programs, including MISGP & Wildlife

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-241-3314	Koppsch-WoodsK@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 27
 to
 Contract Number 071B1300072

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$16,517,335.50	\$390,420.00	\$16,907,755.50		

DESCRIPTION

Effective 9/1/2020, the following amendment is hereby incorporated into the Contract to replace MDE's current grant and cash management systems, MEGS Plus and CMS, with Agate Software, Inc.'s IGX platform. This Contract is hereby increased by \$390,420.00 to cover this upgrade.

The Federal Provisions Addendum and Byrd Anti-Lobbying Certification are also hereby updated.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 9/1/2020.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-241-3314	Koppsch-WoodsK@michigan.gov



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

Project Title: NexSys Conversion	Period of Coverage: 4/1/2020-03/30/2021
Requesting Department: Education	Date: 3/25/2020
Agency Project Manager: Drew Finkbeiner	Phone: 517.284.6984
DTMB Project Managers: Sean Strom	Phone: 517.512.3110

BACKGROUND:

MEGS Plus is a web application that supports every school district and public-school academy in Michigan, as well as many day care providers, community colleges, and universities. MEGS Plus serves about 1,000 public and private organizational entities that employ about 5,000 individual MEGS Plus users. MEGS Plus handles federal and state grant approvals, accounting for almost \$2 billion dollars, for education related grants for the Michigan Department of Education. In addition to handling federal and states grants for the department, MEGS Plus also manages a selection of grants from the Department of Health and Human Services (DHHS) and the Office Labor and Economic Opportunities (LEO). MEGS Plus is closely integrated with the Cash Management System (CMS) that is used to reimburse the award recipients of the grants in MEGS Plus.

Throughout the 19-year history of electronic grant management within the department, Agate Software, Inc. has developed three systems to assist in the facilitation of the departments processes around grant and cash management. These systems include:

- The MEGS application which was developed in 2001 as a custom application.
- CMS, developed as a custom application in 2006, as a replacement for the departments Grants and Cash Management Reimbursement System (GCMRS).
- In 2011, MEGS was replaced by MEGS Plus, a commercial off the shelf (COTS) application with modifications (MODS).

In the fall of 2019, Agate Software released a new version of their grant management software, IGX. This version of the software provides many updates including: ADA compliant user interface, user friendly form development, and an accounting module. The department will transition to this new platform and combine the functionality of MEGS Plus and CMS into a single system, NexSys.

This Statement Of Work (SOW) document therefore describes the total scope of work related to the development, implementation, and initial warranty period for the new NexSys system.

PROJECT OBJECTIVE:

This project will replace the current grant and cash management systems, MEGS Plus and CMS, that are utilized by the department with Agate Software, Inc.'s IGX platform.

SCOPE OF WORK:

Agate Software, Inc. will perform tasks and provide deliverables as detailed below to ensure the complete transition from MEGS Plus and CMS to NexSys.

TASKS:

Technical and functional support is required from Agate Software and its staff to assist with the following tasks:

- Participate in requirements gathering sessions for the conversion to NexSys.
- Cover project management tasks from an Agate standpoint for the maintenance and conversion efforts in scope, related to managing Agate's own staff assignments and task commitments.
- Assist with and perform data conversion of at least four years of data from the CMS system to support system functions in NexSys.
- Assist with and perform data conversion of application and system data from MEGS Plus as identified during the application requirements process.
- Assist with and perform integrations with CEPI, MDE, and SOM systems as identified in the Nexsys project requirements gathering phase.
- Assist with and perform integration with the State of Michigan's Identity Management Solution.
- Support project tasks related to the development, testing, and support of grant applications as outlined by the grant lifecycle calendar.
- Create and/or assist in the development of SUITE deliverables spanning the lifecycle phases from requirements to implementation, to support the new NexSys system and progressive migration of applications from MEGSPlus to NexSys.
- Share IGX product specific and Grants/Cash subject domain related, non-proprietary and disclosure unrestricted best practices, from other Agate Software implementations which will benefit the quality of the NexSys implementation

DELIVERABLES:

Agate Software Inc. produced deliverables for this project include:

- **IGX Product Documentation:** IGX User Guides, Technical Reference Manuals, Installation Guides
- **NexSys Project Documentation:** SOM SUITE deliverables in support of Requirements, Design, Development, Configuration, Testing, Deployment, Transition to Production.
- **NexSys Project Software Configuration:** Software installation assistance, performance of various configurations & setups needed for the deployment and operation of the IGX COTS application as implemented by MDE.
- **NexSys Project Software Development:** Software development, testing including data conversion (e.g. user, agency, allocations data) load testing, and interface development work (e.g. integration needed to link legacy MEGSPlus hosted content to NexSys for processing within NexSys).

Deliverables will not be considered complete until the Agency & DTMB Project Manager have formally accepted them in writing.

ACCEPTANCE CRITERIA:

Conformance to quality standards as typically accepted on projects overseen by DTMB. Reference documents can be provided.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

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

TRAINING: Agate Software, Inc. will provide grant designer training to MDE employees and provide IGX User Guides, Technical Reference Manuals, Installation Guides.

WARRANTY PERIOD: There will be a warranty period lasting 60 calendar days from the go-live date. During this period, the CONTRACTOR will resolve any non-compliance issues identified by MDE.

PAYMENT SCHEDULE:

Vendor to provide monthly invoicing with line item separation clearly indicating services and deliverables intended and/or performed for:

- NexSys new system implementation material and labor

Payment will be made on a time and materials basis. Total cost will not exceed the funds listed in "PAYMENT SCHEDULE" table. All invoices must include the purchase order number.

DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Work completed by the CONTRACTOR due to non-conformity based on acceptance testing will not be included in any invoice or paid by DTMB.

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

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency (MDE) Project Manager is:

Name: Drew Finkbeiner

Department: SOM MDE

Address: JOHN HANNAH BLDG, Lansing, MI

Phone Number: 517-284-6984
Email Address: FinkbeinerD@michigan.gov

The designated DTMB Project Managers are:

Name: Sean Strom
Department: SOM DTMB
Address: JOHN HANNAH BLDG, Lansing, MI
Phone Number: 517.512.3110
Email Address: StromS@michigan.gov

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Work is to be performed at Agate Software, Inc., 2214 University Park Drive Suite 102, Okemos, MI, and MDE, 608 W. Allegan, Lansing, MI as needed. Requests for alternative work locations must be made to the DTMB and Agency Project Manager.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

PAYMENT SCHEDULE:

Work billed to this statement of work will not exceed **\$390,420**. Only work associated with the development, implementation, and delivery of NexSys will be billed to this statement of work. All work associated with the development of grant applications for the department must be billed to a separate statement of work provided by the department.

Tasks & Deliverables	Requirements	Anticipated Completion Date	Contractor Staff	Hours (Not to Exceed)	Rate	Total (Not to Exceed)
Task I Planning	Project Plan Schedule	5/30/2020	Project Manager	100	\$90	\$9,000
Task II Analysis	Business Requirements Documentation	8/31/2020	Business Analyst	250	\$90	\$22,500
Task III Development	Functional Design Document Consistent with SOM Supplied EASA Drawings Install Guide with Installable Software for UAT UAT Approved Software Satisfying the DevOps Requirements Listed	12/31/2021	System Architect	1,200	\$90	\$108,000
Task IV Testing	Assist SOM in creating Test Approach, Test Plan, and Test Cases Documentation	12/31/2021	QA Lead	250	\$90	\$22,500
Task V Deployment	Deployment of Accepted Environment to Production	1/15/2021	Infrastructure	10	\$90	\$900
	Go Live	2/1/2021				
Task VI		3/31/2021	Support	250	\$90	\$22,500

Warranty	Warranty Support of Install Software					
Task VII Training	IGX Training	2/1/2021	Support			\$25,020
Task VIII Migration	Migration of Data and Final Acceptance	2/1/2021	Infrastructure	2,000	\$90	\$180,000
TOTAL				4,060	\$90	\$390,420

COVID-19 Federal Provisions Addendum

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act ([40 USC 3145](#)), as supplemented by Department

of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- (1) **Contractor.** The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- (1) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A "contract award" (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) ([51 FR 6370; February 21, 1986](#)) and 12689 ([54 FR 34131; August 18, 1989](#)), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower

tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- (1) Access to Records. The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Contractor agrees to provide the FEMA Administrator or his

authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

- d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

(3) DHS Seal, Logo, And Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(4) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(5) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

(6) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

Exhibit 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, AGATE SOFTWARE INC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



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

CONTRACT CHANGE NOTICE

Change Notice Number **26**
 to
 Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$16,517,335.50	\$0.00	\$16,517,335.50		

DESCRIPTION

Effective 4/17/2020, the State of Michigan is issuing a Stop Work Order for the following activities provided to the Department of Natural Resources (DNR) covered under Contract 071B1300072 with Agate:

- Efforts and Key Light activities surrounding the migration from a State to an Agate hosted environment
- Development of all new programs, including MISGP & Wildlife

This temporary cessation of contractual obligations is made pursuant to 2.181 STOP WORK ORDERS.

The State will communicate with Agate, no later than ninety (90) calendar days from the date of this letter, as to when or if they may resume the stopped contractual activities.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-241-3314	Koppsch-WoodsK@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 **25**
 to
 Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

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

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,739,335.50	\$778,000.00	\$16,517,335.50		

DESCRIPTION

Effective 3/27/2020, this Contract is hereby increased by \$778,000.00.

\$624,000.00 is added for MSHDA use only. The funds are to provide maintenance and hosting services on legacy MATT and MATT 2.0. MSHDA's Board of Directors has approved the full amount of this addition.

\$154,000.0 is added for MSP's Office of Highway Safety Planning (OHSP) Magic web-based grants system to upgrade to the IGX version of Agate's IntelliGrants. The State Administrative Board approved this addition on 3/24/2020.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-241-3314	Koppsch-WoodsK@michigan.gov

December 4th, 2019

Dace Koenigsknecht
IT Manager Tech Support Services
Michigan State Housing Development Authority

RE: Michigan State Housing Development Authority MATT 2020 System Maintenance Statement of Work

Dear Dace:

Agate Software, Inc. is providing this Statement of Work (SOW) to the State of Michigan, Department of Technology Management and Budget ('DTMB' or the 'State'), for the IntelliGrants-based MSHDA Activity Tracking Tool ('MATT'), in use by the Michigan State Housing Development Authority ('MSHDA'). The scope of work for this SOW includes services associated with the System Maintenance of MATT 2.0 and MATT. This Statement of Work has been created in accordance with the terms and conditions of contract 071B1300072.

Please contact me if you have any questions.

Best Regards,

BJ Harrington
Project Manager
(517) 336-2529
bjharrington@agatesoftware.com



Project Information

Background

The Michigan State Housing Development Authority (MSHDA) established in 1966, provides financial and technical assistance through public and private partnerships to create and preserve safe and decent affordable housing, engage in community economic development activities, develop vibrant cities, towns and villages, and address homeless issues. In 2002, MSHDA and Agate Software, Inc. (Agate) implemented the MSHDA Activity Tracking Tool (MATT) to manage housing projects. MATT provides online capabilities for applications, creation of contracts, submission of program data and financial payment requests and creation of customized reports. The MATT system has been in use/development for over ten years and has reached a level of complexity that is challenging for Agate and MSHDA to manage. The MATT system is based on technology no longer supported by the Department of Technology, Management, and Budget (DTMB) and does not provide MSHDA with the desired levels of system performance and functionality.

Since 2002, there have been numerous advancements in technology and lessons learned by the MATT project team. Converting the MATT system into the most current version of IntelliGrants (IG12) is the opportunity to incorporate these valuable concepts into the system for the future.

The information in this document and measures being taken during this phase of the engagement are the steps involved in converting the MATT system into IG12. Agate is pleased to have this opportunity to create the foundation for the conversion of the MATT system.

Project Objective

The objective of this project is to provide maintenance and hosting services on legacy MATT and MATT 2.0. The project period will be from January 1, 2020 to December 31, 2020.

The following divisions are currently using the system and will be involved in the project:

1. Community Development (OPAL)
2. Housing Counseling (HEP)
3. Rental Assistance and Homeless Solutions (HALO)
4. HHF – Blight
5. Housing Development – HDF
6. Overall system documentation and training



Scope of Work

The scope of work for this engagement includes all software and services necessary to provide all line items listed below.

System Maintenance

1. Legacy MATT

- Includes performance of maintenance tasks required to support programs currently being managed in the legacy MATT system

2. MATT 2.0

- Includes performance of maintenance tasks required to support programs currently being managed in or, that are being migrated into, the MATT 2.0 system.

System Hosting

3. Hosting Services

- Includes twelve (12) months of hosting services on dedicated servers at the Liquid Web hosting facility as described in Attachment 1. The Hosting services will be billed monthly as years past.

Vendor Roles and Responsibilities

- Develop and configure functionality according to design document by the project schedule deadlines
- Test functionality
- Migrate data from development environment to the demonstration environment for State testing
- Migrate data from demonstration environment to the production environment for State testing
- Designate back up staff to make decisions when necessary per the project charter

State Roles and Responsibilities

- Test and accept functionality by the project schedule deadlines
- Be available for meetings to discuss ongoing design, configuration and development
- Sign off/accept completed functionality by the project schedule deadlines
- Designate back up staff to make decisions when necessary per the project charter



Design and Acceptance Process

Agate Software, Inc. and the MSHDA will work together to design the final process flows, forms and management reports. The design process for forms and management reports is:

- Agate provides design documents via e-copy
- Agate and MSHDA review the design documents in a status meeting
- Once the design is finalized, Agate will update design documents with data types, business rules, calculations and error checking
- Agate configures forms, tests and pushes data to the demo server once a week (on Fridays)
- Agate performs second round of testing on the demo server
- Agate notifies MSHDA when testing is complete on demo
- MSHDA performs user acceptance testing on demo and provides feedback to Agate
- Agate pushes data to the production server (This means that un-approved functionality will go to the production environment. Functionality will be hidden on production until tested and approved completely by MSHDA)
- Agate and MSHDA discuss testing feedback in a status meeting and decide how to move forward
- Agate performs additional configuration if needed (go to seventh bullet above)
 - This bullet can be performed up to three times. Agate considers this one round of configuration/development and two rounds of configuration/development updates: (1) initial configuration; (2) additional configuration after user acceptance testing; (3) final round of configuration updates;
 - If additional rounds of configuration are needed, the change management process will be used. Usually, Agate and MSHDA will determine how to move forward by either (1) moving a task that is not yet completed to the parking lot list so the resources allotted for that task can be used to perform the additional configuration (essentially exchanging one task for the other); (2) moving the additional configuration requests to the parking lot list;
 - Items on the parking lot list are considered out of scope and may be developed for subsequent phases of the project that are beyond the scope of work for this engagement
- MSHDA approves Acceptance portion of NTP/Acceptance document via email
- Agate develops printable versions of the forms (PDFs) and the PDFs are pushed in the next weekly push
- Design and acceptance process is considered complete
- Bugs found after acceptance has been given will be fixed



- A bug is defined as functionality not working according to the design in the NTP/Acceptance document
- If a design change is needed after acceptance the change management process will be used

Assumptions

1. All professional services required for execution have been included in deliverable costs;
2. Work associated with out of scope requirements will be handled through change management procedures outlined the MATT Conversion Project Charter;
3. Failure to meet UAT deadlines may result in the use of the change management process to complete the deliverable

Acceptance Criteria

Electronic written approval from MSHDA is to serve as acceptance for tasks to ensure the system performs as its intended function.

User acceptance testing is conducted at various stages throughout the project. Agate expects MSHDA to perform user acceptance testing for each of the deliverables that are documented in the scope of work. Final user acceptance testing is also expected to be performed by the due date in the project schedule.

Project Control and Reports

Agate shall provide ProjectTrax as a free, online tool for project tracking and management.

Project Schedule

The approximate duration of Phase 6 of this implementation project is 12 months. This project may overlap slightly with Phase 5 of this project.

Payment Schedule

Agate will provide a payment schedule based on the project schedule and project deliverables once the estimates above are approved by DTMB and MSHDA.

Payment terms are net 45 days from issuance of approved invoices. Invoices for all fees are to be issued on the 16th of each month.

Travel and Expenses

Travel and expenses are not reimbursable under the terms of this agreement.



Project Contacts

- Jeff Claeys, Account Manager
Agate Software, Inc.
jclaeys@agatesoftware.com
(517) 336-2540
- B.J. Harrington, Project Manager
Agate Software, Inc.
bjharrington@agatesoftware.com
(517) 336-2529
- Dace Koenigsknecht, IT Manager, Tech Support Services
MSHDA
Koenigsknechtd1@michigan.gov
(517) 373-9792

Agency Responsibilities and Assumptions

- Meeting space with a projector and access to the Internet
- Access to MSHDA subject matter experts
- Access to MSHDA program specific information

Location of Where the Work is to be Performed

Work is to be performed at Agate Software, Inc. and onsite at MSHDA as needed

Expected Contractor Work Hours and Conditions

8:00 am – 5:00 pm EST



Line Item Pricing Information

Agate will receive payment for the following line items based upon the acceptance process described in the Acceptance Criteria section above.

56	MATT (Legacy) Maintenance	<ul style="list-style-type: none"> System maintenance services required to support programs currently being managed in the MATT (legacy) system. 	\$70,000.00
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56	MATT 2.0 Maintenance	<ul style="list-style-type: none"> System maintenance services required to support programs currently being managed in the MATT 2.0 system. 	\$500,000.00
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Sub Total \$570,000.00

58	Hosting	<ul style="list-style-type: none"> Twelve (12) months of hosting services as described in Attachment 1. 	\$54,000.00
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Sub Total \$54,000.00

TOTAL \$624,000.00



Attachment 1

Agate Software has created a co-location partnership with Liquid Web for hosting services. Our co-location partnership allows us to focus on our area of expertise (software development) and Liquid Web to focus on hosting. Liquid Web offers additional security and certifications. Agate shall remain responsible to MSHDA for any interruptions in service or loss of data due to any acts or omissions of Agate's hosting services providers.

Features to be Provided by Agate and Liquid Web

- SAE Certification
- FIPS 140-2 (level 1)
- Defend Denial of Service Attacks DDoS- 2GB/per second, 3 million packets per second
- GlobalSign SSL Certificate

Web Production Server

- Processor: Dual Xeon E5506 Quad Core (Gainstown)
- RAM: 8GB DDR3 SDRAM
- HD1: 4 x SATA RAID 5 (7,200 rpm) (+500 GB 7200 RPM SATA hard drive)
- HD2: SATA Backup Drive (+500 GB SATA (7,200 rpm))
- OS: Windows Server 2 CPUs (+Windows 2012 Standard 64---bit) (+ESET NOD32 Anti---Virus) (+MSSQL Express 2012)
- Core Managed (+Server Secure)
- Bandwidth: 8 TB Outbound Bandwith (+100M uplink port)

Dedicated Database Server

- Processor: AMD Dual x8 Opteron 6128
- RAM: 8GB DDR3 SDRAM
- HD1: 2 x SATA RAID 1 (7,200 rpm) (+500 GB 7200 RPM SATA hard drive)
- HD2: SATA Backup Drive (+500 GB SATA (7,200 rpm))
- OS: Windows Server 2 CPUs (+Windows 2012 Standard 64---bit) (+ESET NOD32 Anti---Virus) (+MSSQL Server 2012 Standard Edition 2 CPUs -- 8 CORES) Core Managed (+Server Secure)
- Bandwidth: 8 TB Outbound Bandwith (+100M uplink port)

Cisco Dedicated Firewall

- Firewall Options: Cisco ASA 5505 (+Fully Managed VPN (IPSEC)) (+Unlimited IP Addresses Protected) Dedicated Cisco GB Switch
- PrivateSwitch: 5 Port Gigabit Switch



9/24/2019

Submitted to:

**Michigan State Police
Office of Highway Safety Planning**

Attention:

Anne Readett, APR
Chief, Planning and Administration Section
Office of Highway Safety Planning
Michigan State Police

**MSP OHSP
IntelliGrants Statement of Work
Version 1**

Submitted By:

Agate Software, Inc.
Contact: Jeff Claeys
2214 University Park Dr. Suite 102
Okemos, MI 48864
Ph: 517-336-2540

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Overall Assumptions

- Each design produced (workflow, form, tool, manual, etc.) allows for two (2) design iterations with MSP OHSP. If more iterations of a design are required, the Service Enhancements budget will be used
- Workflow designs must be approved by the customer prior to any workflow configuration being started
- Any system component that requires modification after design approval or UAT approval must go through the change management process
- Completed deliverables requiring customer signoff will be invoiced thirty (30) days after Agate has reported completion if the customer has not submitted any defects to Agate within that period.
- For customer on-premise hosted systems, customers will provide their own network and server support

Workflow and Form Design and Build Level Definitions

Any changes to an approved design or configuration must go through the Change Management Process.

Workflow Design and Build Levels

- Level 1 Workflow Design
 - o Design of up to ten (10) documented workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 1 Workflow Build
 - o Configuration of up to ten (10) workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 2 Workflow Design
 - o Design of Up to thirty (30) documented workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Up to two (2) custom SQL instances.
- Level 2 Workflow Build
 - o Configuration of up to thirty (30) workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Programming of up to two (2) custom SQL instances.
- Level 3 Workflow Design
 - o Design of Up to fifty (50) documented workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Up to five (5) custom SQL instances.
- Level 3 Workflow Build
 - o Configuration of up to fifty (50) workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Programming of up to five (5) custom SQL instances.

Form Design and Build Levels

- Level 1 Form Design & Build
 - o Design and configuration of up to twenty (20) data fields, up to a total of ten (10) business rules (error checks, warnings and arithmetic calculations) and PDF version of the form. Form build does not include data-driven fields or custom SQL.
- Level 2 Form Design & Build
 - o Design and configuration of up to forty (40) data fields, fifteen (15) business rules (error checks, warnings and arithmetic calculations) and PDF version of the form. Form build includes either data-driven fields OR custom SQL.
- Level 3 Form Design & Build
 - o Configuration of up to eighty (80) data fields, thirty (30) business rules (error checks, warnings and algebraic calculations) and PDF version of the form. Form build includes both data-driven fields and custom SQL.

Project Scope

The following document contains project scope assumptions that apply to the MSP OHSP implementation of the IntelliGrants electronic grants management system. This document is intended to serve as the framework for the configuration of IntelliGrants for MSP OHSP. To ensure a timely and successful project, Agate Software will only configure from the design documentation that is approved by the MSP OHSP.

1. Product Software License

MSP OHSP will receive a perpetual, non-exclusive IntelliGrants, version IGX Enterprise License governed by the terms of the associated license agreement.

An Enterprise License entitles the customer to the following:

- Unlimited number of users
- Full system support, including both Tier 1 (external users) and Tier 2 (customer staff)
- Unlimited document storage when using the Agate Cloud Hosting Service
- Ability to configure unlimited security roles
- Sam.gov system interface used for DUNS # verification
- Grants.gov system interface used by customers to seek additional funding opportunities
- Ability to configure unlimited workflow processes
- Weekly configuration push
- Customer on-premise production environment hosting as an available option if not using Agate's hosting services
- System allows for the installation of additional system domains (e.g. departments, divisions)

Deliverable Assumptions include the following:

- The provided IntelliGrants IGX License Agreement must be signed prior to any work on additional deliverables being started

2. IGX Standard Upgrade Package

Attributes of the deliverable include the following:

- Upgrade of existing IntelliGrants 3.0/NLAF customer to IGX, including migration of all:
 - Workflows
 - Programs templates
 - Forms
 - Organizations
 - Users and User Data (Grants, Financial Reports, etc.)
- Customer Branding, including the following:
 - Creation of a system header banner based on MSP OHSP provided materials such as an existing logo
 - Application of system color scheme made up of a Heading Color, Sub-Heading Color, Highlight Color, Accent Color, Auxiliary Color, Primary Text Color and Secondary Text Color
- Installation of the IntelliGrants product in an Agate hosted Shared Development environment
- Installation of the IntelliGrants product in an Agate hosted UAT environment
- Installation of a system interface with Sam.gov, used for validating and automating user registrations

- Installation of a system interface with Grants.gov used by the MSP OHSP to seek federal funding opportunities
- Stock IGX grantee manual
- Stock IGX administrative manual

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Program Data (configuration) migrated into the new shared development environment and user data (documents, users, etc.) migrated into the production environment

3. IGX Reconfiguration of Custom Tools, Modules and Interfaces

Attributes of the deliverable include the following:

- Upgrade of existing IntelliGrants 3.0/NLAF MSP OHSP-specific Custom Tools, Modules, and Interfaces to work in the upgraded IGX platform. Items include:
 - o Up to **twenty-eight (28)** custom SQL Stored Procedures used for tools, reports, interfaces, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to **fifty-six (56)** Agate resource hours may be used for the completion of this deliverable. If more than **fifty-six (56)** hours are required, the Service Enhancements budget will be used.

4. Equipment / Asset Tracking

Attributes of the deliverable

- Design and development of **one (1)** Asset Tracking tool used to track and update information related to equipment / assets that have been reported by external users within financial reports or are under the control of MSP OHSP
- Agate will load all previously approved equipment already in the system into the new Equipment / Asset Tracking tool

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to **sixty (60)** Agate resource hours may be used for the completion of this deliverable. If more than **sixty (60)** hours are required, the Service Enhancements budget will be used.

5. System Interface

Attributes of the deliverable

- Design and development of **one (1)** 2-way system interface between the IntelliGrants system and one (1) external system (e.g. SIGMA) including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will send data from the IntelliGrants system to the external system or an intermediate system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will receive data from the external system into the IntelliGrants system

Deliverable risks / assumptions

- Limit of one (1) API/File from the IntelliGrants system
- Limit of one (1) API/File to the IntelliGrants system
- All data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development
- MSP OHSP will provide information related to the preferred structure of each file to be exchanged
- MSP OHSP will provide sample import and export files for reference
- MSP OHSP will be responsible for all work related to accepting and processing data within the external system and for exporting data from the external system
- MSP OHSP is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to **one hundred and twenty (120)** Agate resource hours may be used for the completion of this deliverable. If more than **one hundred and twenty (120)** hours are required, the Service Enhancements budget will be used.

6. IGX Reporting Package

IntelliGrants reports return data from the system into an on-screen, paginated, tabular or chart format. These reports typically contain calculations or logic that are performed at the time of report execution in the system.

Attributes of the deliverable

- Up to **two (2)** Paginated reports which include up to 3 data filters, 10 data elements and 5 pages when designed, exportable to PDF, Word, XLSX, CSV, XML.
- Up to **five (5)** tabular reports which include 3 data filters and 10 data elements exportable to XLSX, CSV, XML.
- Up to **three (3)** visual dashboard panels including up to 1 data filter and up to 5 data elements.

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Validation of UAT testing by MSP OHSP on the Reporting Package components in the Shared Development environment.

7. Service Enhancements

Agate Software will provide additional enhancement services at the request of MSP OHSP during and after initial system implementation. System Enhancements will be tracked through the Change Management Process. This deliverable includes up to **three hundred thirty-four (334)** Agate resource hours. The following non-exhaustive list contains examples of what the Service Enhancements deliverable may be used for.

- Changes to Approved Forms
- Changes to Approved Business Rules
- Changes to Approved Security Roles
- Changes to Approved Workflows
- Additional Grant Programs
- Additional Business Meetings
- Additional System Interfaces
- Roll over services - defined as making a copy of a current grant program and changing the grant cycle dates for the next grant cycle year (e.g. Changing or rolling over the dates from 2020 to 2021)
- Additional Management Reports
- System Customizations

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed.

8. External User Training Manual

Attributes of the deliverable

- One (1) external user training manual
 - o One (1) electronic copy in PDF format
 - o Up to fifty (50) pages
 - o MSP OHSP-specific content (i.e. terminology, screenshots)
- Manual will be made available through a hyperlink contained within the IntelliGrants system

Deliverable risks / assumptions

- After the final version of the manual is delivered, further updates to the manual will only be made at the request of the customer

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Delivery of the training manual

9. MSP OHSP Staff Training Manual

Attributes of the deliverable

- One (1) MSP OHSP staff training manual
 - o One (1) electronic copy in PDF format
 - o Up to seventy-five (75) pages
 - o MSP OHSP-specific content (i.e. terminology, screenshots)
- Manual will be made available through a hyperlink contained within the IntelliGrants system

Deliverable risks / assumptions

- After the final version of the manual is delivered, further updates to the manual will only be made at the request of the customer

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Delivery of the training manual

10. Webcast MSP OHSP Staff Training

Attributes of the deliverable

- One (1) session of webcast system training for administrative users, up to four (4) hours
- Training agenda
- Recording of the provided training session can made available to through the IntelliGrants system

Deliverable risks / assumptions

- Training sessions are limited to twenty (20) participants
- Training is limited to MSP OHSP staff
- MSP OHSP will be required to supply the meeting/training room, an internet connection and a projector, if needed

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion of one (1) session of training

11. Webcast External User Training

Attributes of the deliverable

- One (1) session of webcast system training for external users, up to four (4) hours

- Training agenda
- Recording of the provided training session can be made available to through the IntelliGrants system

Deliverable risks / assumptions

- Training sessions are limited to five hundred (500) participants
- Training is limited to MSP OHSP's external users
- MSP OHSP will be required to supply the meeting/training room, an internet connection and a projector, if needed

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion of one (1) session of training

12. Onsite Document Designer & Report Builder Training & Toolset

Attributes of the deliverable

- Up to three (3) consecutive days of onsite Document Designer and Report Builder Training, up to twenty-four (24) total hours
- Installation of a MSP OHSP training site, available for three (3) months from the date of the training sessions
- Creation of a Document Designer security role, with access to all system configuration tools
- Creation of a Report Builder security role, with access to the Report Builder tool
- Training Agenda
- Document Designer & Report Builder training labs
- Document Designer & Report Builder training manuals

Deliverable risks / assumptions

- Training is limited to up to eight (8) MSP OHSP staff members
- MSP OHSP will only perform configuration of the system on the Shared Development environment. Any configuration completed within the Production environment will negatively impact the system and may result in charges related to Agate resources needing to restore the solution.
- MSP OHSP will be required to supply the meeting/training room, workstations, an internet connection and a projector, if needed
- Training will only take place after implementation of the solution has been completed

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion of training sessions

Out of Scope

Any requirement or work requested that is not contained in this statement of work or associated contract will be considered out of scope for this engagement. Pricing for out of scope work requests are available upon request.

Project Methodology

Establishment of an Empowered Point of Contact

An IntelliGrants implementation requires at least one designated customer resource (typically the customer Project Manager) to manage customer resources and decisions (e.g. requirements and deliverable sign-offs). This resource should expect to commit up to twenty (20) hours per week for the IntelliGrants project during the implementation phase. The empowered Point of Contact must also meet the following criteria:

- Must read and understand the contractual requirements for the project
- Must attend all project meetings
- Must have working knowledge of project management processes
- Must understand the change management process and budget pertaining to the project
- Must have authority to make final decisions regarding IntelliGrants implementation

Scheduling Meetings

Agate Software will coordinate with the assigned customer Project Manager for any meetings requiring key customer resources to be in attendance. Key customer resource availability will be confirmed and approved a minimum of one (1) week prior to the respective meeting. Any unreasonable meeting cancellations, consistent unavailability, and/or delays by assigned customer resources that adversely affect scheduled meetings and/or travel arrangements could affect the overall implementation timeline and may result in additional cost for professional services. Such occurrences will be documented by the Agate Project Lead and brought to the Customer Project Manager's attention for resolution and impact analysis.

Travel and Onsite Services

Additional travel requested by MSP OHSP must be scoped via the Change Management Process.

ProjecTrax

ProjecTrax is a proprietary web-based software product developed by Agate to facilitate the tracking of tasks and as a document repository. ProjecTrax is accessible by Agate and customer resources and will be used throughout the course of the project. Customer access to ProjecTrax will be limited to key customer resources.

ProjecTrax allows a user to enter a task, provide a description and requested due date. All description text and status updates for a task will be tracked within ProjecTrax. Email notifications can also be sent each time a new message is added or each time a task status is updated.

During the implementation phase, ProjecTrax will be used to inform key customer resources which functional elements of the system are ready for customer design review and UAT. The customer's feedback will be

recorded in ProjectTrax. All final approvals of designs and UAT must be recorded by the customer within ProjectTrax.

Change Management Process

The Change Management Process is in place to manage customer requirements and/or change requests that are considered “Out of Scope” based on the terms of the current statement of work for the engagement. The Change Management Process is comprised of the steps outlined below.

There are a series of project documents that, once initially approved, may not be changed and republished without review and approval. These documents are considered “under change control” once initially approved. The goal of Change Management Process is to ensure that only approved changes are made within the project whether to scope, budget, schedule or quality.

The three components of the Change Management Process are:

- Base-lining project documentation
- Requesting changes to base-lined documentation
- Requesting additional requirements or functionality not initially in scope

The documentation baseline is created as project deliverables are approved by the customer. After this baseline has been defined, any requested changes must be through the Change Management Process. Scope change requests can be a result of changes or additions to the baseline requirements and/or new modifications to the deliverables, activities, or quality standards. For example:

- New business requirements would be additions
- Deciding not to implement components already built would be a deletion
- A reversal of a prior design decision during build and test would be a change (rework)

The Change Management Process allows the project team to make changes to the original baseline. One of the goals of this process is to make definitive decisions so that projects can maintain their momentum. Changes must be actively controlled, as unmanaged changes commonly lead to unsuccessful projects.

1. Customer Identifies Change Request

The Customer Project Sponsor or Customer Project Manager will document the change request as a Task in ProjectTrax. The Agate Team Lead or Project Lead may request that the customer also upload a completed Change Request form to the Task.

2. Agate Reviews ProjectTrax Task

The Agate Team Lead or Project Lead will review the Task. If additional information is requested, the Task can be sent back to the customer via ProjectTrax. The Agate resource may also request a meeting for further clarifications.

3. Agate Analysis and Recommendation

Agate will respond the ProjecTrax Task with analysis comments and recommendations for configuration. The recommendation will include a description of the impact to the budget and timeline.

4. Agate and Customer Review and Negotiation

Based on the information provided by Agate, the customer will make a “Go” or “No Go” decision. That decision may be based on updates that need to be made to the request and negotiations on the cost and time estimates.

5. Agate Develops Task Order

The Task Order will be developed by either the Agate Team Lead or Account Manager. The Task Order will document the work to be performed, acceptance criteria, Agate resources assigned to the Task Order, Agate resources estimated hours, Agate resources estimated cost, total amount to be paid for the Task Order and Task Order acceptance criteria.

Configuration Process

Agate Software will use a phased approach for designing an IntelliGrants configuration for the customer. Although the configuration process can be slightly altered based on the needs of each individual project, the principles used to derive each Project Configuration Methodology are consistent.

Agate Software integrates industry best practices for application configuration, tracking and review. This process was developed and refined using numerous years of project management expertise as a foundation and by using the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) and Software Engineering Institute (SEI) Capability Maturity Model (SEI-CMM) as the baseline sources for project management and systems review. Below are seven (7) Project Phases commonly used in the Project Configuration Methodology:

- Planning Phase (Project Plan/Resource Plan Development)
- Analysis Phase (Requirements Gathering)
- Design Phase (Requirements Documentation and Review)
- Build Phase (Configuration/Testing)
- Configuration Phase (Customer Validation)
- Post-Configuration Phase (Training Phase)
- Annual Support Phase

Although sequential in concept, many of these phases occur repeatedly for each major system functional area. Some system functional areas may be on a different cycle depending on the needs of the project or on stakeholder decisions. There are also conditions under which execution of a phase can be interrupted to recycle through a preceding phase (or phases) in order to update some aspect of that predecessor phase's deliverables.

Each of the phases consists of one or more tasks and/or activities. The tasks describe what actions and deliverables are necessary to accomplish the phase's objectives. The tasks are composed of sub-tasks and/or activities required to support the output deliverable for each phase. Each of the basic phases has a specific objective or purpose. Each phase assumes specific input(s) and in turn produces specified output(s) or deliverable(s).

Planning, Analysis and Design

Agate Software will start the Planning and Analysis Phases with an onsite meeting to gather information required for the project. The focus of the onsite sessions, directed by Agate Software, is to clarify system requirements typically with the focus on driving the customer from the current “As Is” process to an electronic workflow process.

Following the onsite gathering sessions, an updated Project Plan will be created by Agate Software which includes a listing of all system requirements required to start building the program. Agate Software will incorporate “gated” milestones as a decision point for proceeding to subsequent phases or activities of the project plan which will not begin until approval has been given by the customer. Approval of the deliverables may include design documentation, user specifications or other requirement documentation however, acceptance of the deliverables by the customer will occur at the gated milestones before moving forward to the next phase. All software configuration and testing work will be directed by the Agate Project Manager/Lead and will take place at Agate Software.

Configuration and Testing

All configuration required for this project follows a strict software configuration methodology adopted by Agate Software to ensure the tasks necessary for this project are completed on time and work properly. This is especially worthwhile to note due to the impact this methodology has on accelerating a project timeline to the benefit of the customer.

Agate Software resources begin the construction of a project in a Shared Development environment hosted by Agate Software. This Shared Development environment is where Agate Software resources will do most of the configuration work for the project, and it will be configured to closely reflect the production environment on which the system will ultimately reside.

Once functionality has been completed, tested, and approved by Agate Software resources on the Shared Development environment, customer resources will be given a URL that will allow for the review of functionality before it is released to the Production environment. This Shared Development site will allow customer resources to perform User Acceptance Testing (UAT) in parallel with Agate Software’s continued configuration efforts on the next approved design specification or requirement. UAT is performed and minor modifications and testing defect corrections are completed.

Documentation and Training

All related documentation such as Customer Staff and Applicant User Manuals can be made available in a chosen format (PDF or MS Word) and accessed within the IntelliGrants system. Customer Staff and Applicant User manuals are technical in nature; they will explain navigation and basic IntelliGrants functionality. Specific business rules are not included.

Training resources are essential to the effective and efficient operation of any system. Providing resources with the tools they need to do their activities and giving them training opportunities which allow them to use the system at full potential are critical elements of success. Training sessions will be designed to focus on specific concepts that will ultimately ensure that the customer and their end-users fully understand how to perform their functions within the system. Agate Software will work with the customer to confirm the final training plan during the Post-Implementation Phase of the project.

Risks and Unknowns

The following identifies various risks and unknowns that potentially could impact the meeting of project timelines and/or the ultimate success of the project. Solutions to minimize and resolve these risks have been identified below.

Failure by either party to maintain one (1) Primary Point of Contact.

- If one of the parties becomes difficult to contact and decisions are not being made, a meeting will be called to discuss and reappoint a decision maker or discuss alternatives
- Agate and the Customer Sponsor and Project Manager will stop to assess and determine a plan to reinstate a point of contact
- Identify on weekly report
- If required decisions are not made according to the project schedule, then identify any impact to cost or schedule

Lack of key customer resources to attend design and status meetings during the project.

- Agate will request vacation and holiday schedule from the customer
- If availability becomes an issue, Agate will communicate this to Customer Project Manager via email
- If meetings are missed, Agate will work to reschedule meeting with staff through Customer Project Manager
- If required decisions are not made according to the project schedule, then identify any impact to cost and/or schedule

There is unforeseen turnover of key personnel critical to the success of the project.

- Identify on status reports to customer
- Identify any impact to schedule
- A meeting will be called between Agate and the Customer Project Manager to review and evaluate the impact
- Knowledge transfer sessions will be used to educate the newly identified personnel. The knowledge transfer sessions will be conducted using the project documentation along with secondary key project resources

Failure to follow communication plan agreed to at the onset of the project by the customer and Agate Software.

- Agate will stop and assess. A meeting will be called to determine the issue(s)
- The issue(s) will be reviewed, and suggestions offered to rectify the issue(s)

Failure of both parties to follow the process of entering and updating items in ProjecTrax in a timely manner.

- A meeting will be called to determine the issue(s)
- The issue(s) will be reviewed, and suggestions offered to rectify the issue(s)

Decisions and approvals are not made in a timely manner by the customer resulting on impacting to project timeline.

- A meeting will be called between Agate and the Customer Project Manager to review and evaluate the problem
- Identify any impact to schedule

Customer requests additional functionality that was not included in the original Scope of Work and requires additional costs beyond the original project budget and schedule.

- Agate will request a meeting with the customer and determine a plan to alleviate the risk
- Identify and document new requirements
- Agate will give recommendations on whether the request should be considered; recommendations will be given based on validity of the request and whether the customer should consider existing IntelliGrants functionality which provides better efficiencies.
- If additional functionality is still required, Agate will begin the Change Management Process

Changes requested to designs or configured components after customer approval

- Agate will request a meeting with the customer and determine a plan to alleviate the risk
- Identify and document new requirements
- Agate will give recommendations on whether the request should be considered; recommendations will be given based on validity of the request and whether the customer should consider existing IntelliGrants functionality which provides better efficiencies.
- If changes are still required, Agate will begin the Change Management Process

Pricing

	Qty	IntelliGrants Initial Configuration	Deliverable Cost
1	1	Product Software License	\$ -
2	1	IGX Standard Upgrade Package	\$ 50,000.00
3	1	IGX Reconfiguration of Custom Tools, Modules and Interfaces	\$ 9,600.00
4	60	Equipment/Asset Tracking Tool	\$ 6,000.00
5	120	SIGMA System Interface	\$ 12,000.00
6	1	IGX Reporting Package	\$ 9,400.00
7	334	System Enhancements (334 hours)	\$ 33,400.00
8	1	External User Training Manual	\$ 2,400.00
9	1	MSP OHSP Staff Training Manual	\$ 3,400.00
10	1	Webcast MSP OHSP Staff Training	\$ 1,600.00
11	1	Webcast External User Training	\$ 1,200.00
12	1	Onsite Document Designer & Report Builder Training & Toolset	\$ 25,000.00
Total			\$ 154,000.00



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

CONTRACT CHANGE NOTICE

Change Notice Number **24**

to

Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

STATE	Program Manager	Kimberly Crawford	MULTI
		517-241-2368	
		CrawfordK5@michigan.gov	
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,702,802.50	\$36,533.00	\$15,739,335.50		

DESCRIPTION

Effective 11/26/2019, this Contract is hereby increased by \$36,533.00 and the following amendment is hereby incorporated into the Contract to perform maintenance, operations, hosting services, and enhancements on the IntelliGrants-based system for the Michigan Department of Health and Human Services' Michigan Domestic Violence Prevention and Treatment Board (MDVPTB). All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-241-3314	Koppsch-WoodsK@michigan.gov



**MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
STATEMENT OF WORK (SOW)**

Project Title: IntelliGrants Maintenance, Operations, and Hosting	Estimated Period of Coverage: October 1, 2019 – September 30, 2020
Requesting Agency: Michigan Department of Health and Human Services - Michigan Domestic Violence Prevention and Treatment Board	Date: November 15, 2019
Agency Program Manager: Julie Giddings	Phone: (517) 241-7280
DTMB Program Manager: Kimberly Koppsch-Woods	Phone: (517) 241-3314

This Statement of Work (SOW) is made part of Contract #071B1300072 (Contract) between the State (State) and Agate Software, Inc. (Contractor) effective as of the date set forth on the signature page of this Agreement.

NOW THEREFORE, the Parties agree as follows:

I. BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED

1. The Michigan Department of Health and Human Services (MDHHS) and the Department of Technology, Management, and Budget (DTMB) are requesting a PO release from the Contract for maintenance, operations, and hosting for the IntelliGrants-based system currently in use by the Michigan Domestic Violence Prevention and Treatment Board (MDVPTB).

II. BACKGROUND AND PROJECT OBJECTIVE

1. The objective of this Statement of Work (SOW) is to perform maintenance, operations, hosting services, and enhancements on the IntelliGrants-based system currently in use by MDVPTB to align with new State and Federal regulations for Fiscal Year (FY) 2020.

III. SCOPE OF WORK/TASKS

1. The following tasks are being requested by MDVPTB and are considered in-scope for this project:
 - A. Maintenance and Support: For the term October 1, 2019 through September 30, 2020.

IntelliGrants Annual Support includes the following:

1. Live help desk support (8:00 am - 8:00 pm EST, Mon. – Fri.), our call center is housed and staffed at our Okemos, MI headquarters and can be contacted by to discuss product related questions. The helpdesk can be reached toll free at 800-820-1890 or by email at helpdesk@agatesoftware.com.
2. Access to our proprietary, online web-based issue resolution tool “ProjecTrax” which is available 24 hours a day, 7 days a week and 365 days a year for problem reporting and project tracking.

3. Weekly pushes (if needed) for patches, and bug fixes. Accelerated pushes for emergency fixes that may be time critical to keep the system operating at an optimum level.

4. Reasonable configuration/modifications required to support service packs/patches provided by third-party vendors in upgrading the web server or database server hardware/software on which the system is installed.

5. Quarterly global updates to the IntelliGrants product which affect all clients on the IntelliGrants .net platform. These updates are outlined in our corresponding quarterly newsletter and Product release notes are available upon request.

6. Access to optional major functionality upgrades that offer additional product features not included in Annual Support. Clients have the option to purchase the product features and associated implementation services or continuing with the current system.

B. Hosting: For the term October 1, 2019 through September 30, 2020.

C. System Enhancements

Agate Software will provide additional enhancement services as requested by DHHS. Additional enhancements can be tracked through the Change Management Process form. This section includes up to 148 hours for enhancements outside of the Annual Support. The following list contains examples of what changes would be covered under service enhancements.

- Changes to Forms
- Changes to Business Rules
- Changes to Security Roles
- Changes to the Workflow
- Additional Grant Programs
- Additional Management Reports
- Additional Business Meetings
- Roll over services- Rollover services are defined as making a copy of a current grant program and changing the dates for the next grant cycle year (e.g. Changing or rolling over the dates from 2019 to 2020)

The term for the Service Enhancements will run from 10/1/2019 through 9/30/2020. DHHS will be invoiced monthly in arrears on the 1st of each month that work has taken place.

IV. PROJECT DELIVERABLES

Deliverables will not be considered complete until the Agency and DTMB Project Managers have formally accepted them.

V. ACCEPTANCE CRITERIA

All Written Deliverables and Custom Software Deliverables (Deliverables) require formal written approval by the DTMB and MDHHS Project Managers in accordance with Section 2.250 of the Contract.

VI. PROJECT CONTROL AND REPORTS

A bi-weekly progress report must be submitted to the MDHHS and DTMB Project Managers throughout the life of this project. Each progress report must contain the following:

- A. Status: Indicate the project health in relation to project baseline schedule.
- B. Hours: Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also, state whether the remaining hours are sufficient to complete the project.
- C. Accomplishments: Indicate what was worked on and what was completed during the current reporting period.
- D. Upcoming Tasks: Indicate tasks due within the next week.
- E. Issues and Risks: Indicate any items that will post as a risk and the mitigation and any outstanding issues.
- F. Funds: Indicate the amount of funds expended during the current reporting period and the cumulative total to date for the project.

VII. SPECIFIC DEPARTMENT STANDARDS:

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

VIII. PRICING

Pricing includes both standard services and any applicable customized services stated by the Michigan Department of Health and Human Services.

Description	Term	Unit Cost	Total Cost
IntelliGrants Annual Maintenance/Support FY20	10/1/2019 – 9/30/2020	\$6,733.00 per year	\$6,733.00
IntelliGrants Annual Hosting FY20	10/1/2019 – 9/30/2020	\$15,000.00 per year	\$15,000.00
IntelliGrants enhancement services as described in SOM contract 071B1300072 (up to 148 hours)	10/1/2019 – 9/30/2020	\$100.00 per hour	\$14,800.00
TOTAL			\$36,533.00

IX. PROJECT SCHEDULE/BILLING MILESTONES

1. DTMB will pay Contractor upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.
2. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

X. EXPENSES

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

XI. PROJECT CONTACTS

1. The designated MDHHS Program Manager is:
Julie Giddings
MDHHS
Grand Tower
235 S Grand Ave,
Lansing, MI 48909
517-241-7280
Email: Giddingsj@michigan.gov

2. The designated DTMB Program Manager is:
Kimberly Koppesch-Woods
DTMB Agency Services
300 E. Michigan Ave
Lansing, MI 48933
517-241-3314
Email: Koppesch-woodsk@michigan.gov

XII. EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

1. Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

2. No overtime will be permitted.

XIII. GENERAL PROVISIONS

1. **Work Location.** Resource(s) will work entirely offsite unless otherwise specified by the DTMB Program Manager. The State is under no obligation to provide the Contractor with workstations or physical workspace for this SOW.

2. **Web or Hyperlinks.** In the event Contractor is unable to access or view any of the web links (also known as hyperlinks) contained within this Contract, Contractor must promptly notify the DTMB Program Manager. An inaccessible or non-working web link will not excuse the Contractor of its duties and obligations under this Contract. Contractor is responsible for ensuring its personnel and/or subcontractors have reviewed all State and DTMB policies under this Contract.

3. **Entire Agreement.** This SOW, together with the existing Contract, constitutes the Parties' complete and exclusive statement regarding work requirements and procedures. Apart from the amendments made in this SOW, all Contract terms and conditions must remain in full force and effect.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their duly authorized officers to execute this SOW via a contract change notice signature page, which is incorporated herein by reference.



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

CONTRACT CHANGE NOTICE

Change Notice Number **23**

to

Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

STATE	Program Manager	Kimberly Crawford	MULTI
		517-241-2368	
		CrawfordK5@michigan.gov	
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,597,902.50	\$104,900.00	\$15,702,802.50		

DESCRIPTION

Effective 11/4/2019, this Contract is hereby increased by \$104,900.00 to update the Michigan State Police's (MSP) Grants and Community Services Division portion of MAGIC+ to the IGX software.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-241-3314	Koppsch-WoodsK@michigan.gov

8/20/2019

Submitted to:

**Michigan State Police
Grants and Community Services**

Attention:

Leslie Wagner
Grants Advisor
Byrne JAG Unit
Grants and Community Services Division

MSP GCSD IntelliGrants Statement of Work

Submitted By:

Agate Software, Inc.
Contact: Jeff Claeys
2214 University Park Dr. Suite 102
Okemos, MI 48864
Ph: 517-336-2540

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Overall Assumptions

- Each design produced (workflow, form, tool, manual, etc.) allows for two (2) design iterations with MSP GCSD. If more iterations of a design are required, the Service Enhancements budget will be used
- Workflow designs must be approved by the customer prior to any workflow configuration being started
- Any system component that requires modification after design approval or UAT approval must go through the change management process
- Completed deliverables requiring customer signoff will be invoiced thirty (30) days after Agate has reported completion if the customer has not submitted any defects to Agate within that period.
- For customer on-premise hosted systems, customers will provide their own network and server support

Workflow and Form Design and Build Level Definitions

Any changes to an approved design or configuration must go through the Change Management Process.

Workflow Design and Build Levels

- Level 1 Workflow Design
 - o Design of up to ten (10) documented workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 1 Workflow Build
 - o Configuration of up to ten (10) workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 2 Workflow Design
 - o Design of Up to thirty (30) documented workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Up to two (2) custom SQL instances.
- Level 2 Workflow Build
 - o Configuration of up to thirty (30) workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Programming of up to two (2) custom SQL instances.
- Level 3 Workflow Design
 - o Design of Up to fifty (50) documented workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Up to five (5) custom SQL instances.
- Level 3 Workflow Build
 - o Configuration of up to fifty (50) workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Programming of up to five (5) custom SQL instances.

Form Design and Build Levels

- Level 1 Form Design & Build
 - o Design and configuration of up to twenty (20) data fields, up to a total of ten (10) business rules (error checks, warnings and arithmetic calculations) and PDF version of the form. Form build does not include data-driven fields or custom SQL.
- Level 2 Form Design & Build
 - o Design and configuration of up to forty (40) data fields, fifteen (15) business rules (error checks, warnings and arithmetic calculations) and PDF version of the form. Form build includes either data-driven fields OR custom SQL.
- Level 3 Form Design & Build
 - o Configuration of up to eighty (80) data fields, thirty (30) business rules (error checks, warnings and algebraic calculations) and PDF version of the form. Form build includes both data-driven fields and custom SQL.

Project Scope

The following document contains project scope assumptions that apply to the MSP GCSD implementation of the IntelliGrants electronic grants management system. This document is intended to serve as the framework for the configuration of IntelliGrants for the MSP GCSD. To ensure a timely and successful project, Agate Software will only configure from the design documentation that is approved by the MSP GCSD.

1. Product Software License

MSP GCSD will receive a perpetual, non-exclusive IntelliGrants, version IGX Enterprise License governed by the terms of the associated license agreement.

An Enterprise License entitles the customer to the following:

- Unlimited number of users
- Full system support, including both Tier 1 (external users) and Tier 2 (customer staff)
- Unlimited document storage when using the Agate Cloud Hosting Service
- Ability to configure unlimited security roles
- Sam.gov system interface used for DUNS # verification
- Grants.gov system interface used by customers to seek additional funding opportunities
- Ability to configure unlimited workflow processes
- Weekly configuration push
- Customer on-premise production environment hosting as an available option if not using Agate's hosting services
- System allows for the installation of additional system domains (e.g. departments, divisions)

Deliverable Assumptions include the following:

- The provided IntelliGrants IGX License Agreement must be signed prior to any work on additional deliverables being started

2. IGX Standard Upgrade Package

Attributes of the deliverable include the following:

- Upgrade of existing IntelliGrants 3.0/NLAF customer to IGX, including migration of all:
 - Workflows
 - Programs templates
 - Forms
 - Organizations
 - Users and User Data (Grants, Financial Reports, etc.)
- Customer Branding, including the following:
 - Creation of a system header banner based on MSP GCSD provided materials such as an existing logo
 - Application of system color scheme made up of a Heading Color, Sub-Heading Color, Highlight Color, Accent Color, Auxiliary Color, Primary Text Color and Secondary Text Color
- Installation of the IntelliGrants product in an Agate hosted Shared Development environment
- Installation of the IntelliGrants product in an Agate hosted UAT environment
- Installation of a system interface with Sam.gov, used for validating and automating user registrations

- Installation of a system interface with Grants.gov used by the MSP GCSD to seek federal funding opportunities
- Stock IGX grantee manual
- Stock IGX administrative manual

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Program Data (configuration) migrated into the new shared development environment and user data (documents, users, etc.) migrated into the production environment

3. IGX Reconfiguration of Custom Tools, Modules, and Interfaces

Attributes of the deliverable include the following:

- Upgrade of existing IntelliGrants 3.0/NLAF MSP GCSD-specific Custom Tools, Modules, and Interfaces to work in the upgraded IGX platform. Items include:
 - o ODCP Funding Sources Module
 - o Up to **thirty-seven (37)** custom SQL Stored Procedures used for tools, reports, interfaces, etc.

Stored Procedure Name	Brief Description
spwMI_MSP_Award_Denial_Letters	Reports Tab - Award/Denial Letters; rptID=1325
spwMI_MSP_Financial_Management_Report	Reports Tab - Award/Denial Letters; rptID=1325
spwMI_MSP_GCSD_Application_Percent_Complete	APP Snapshot Page - Progress Bar lookup; lktID=4844
spwMI_MSP_GCSD_FSR_Percent_Complete	FSR Snapshot Page - Progress Bar lookup; lktID=4845
spwMI_MSP_GCSD_MonitoringReports_Percent_Complete	Monitoring Report Snapshot Page - Progress Bar lookup; lktID=4847
spwMI_MSP_GCSD_OR_Percent_Complete	Obligation Report Snapshot Page - Progress Bar lookup; lktID=4859
spwMI_MSP_GCSD_Reports_Percent_Complete	Reports Snapshot Page - Progress Bar lookup; lktID=4846
spwMI_MSP_Information_Transfer_Report	Reports Tab - Award/Denial Letters; rptID=1325
spwMI_MSP_Lookup_Byrne_Amendment	Field Lookup Type; lktID=4774
spwMI_MSP_Lookup_Byrne_Contract	Field Lookup Type; lktID=4767
spwMI_MSP_Lookup_Byrne_Contract_2016	Field Lookup Type; lktID=4791
spwMI_MSP_Lookup_Byrne_Contract_2017	Field Lookup Type; lktID=4822
spwMI_MSP_Lookup_Object_Organization	
spwMI_MSP_Lookup_ODCP_PreviousMatchAwardAmount	
spwMI_MSP_Lookup_ODCP_PreviousStateAwardAmount	

spwMI_MSP_Lookup_ODCP_PreviousStateAwardAmount_ReviewerForm	
spwMI_MSP_Lookup_Parent_Object	
spwMI_MSP_ODCP_PostCreate_Obligation	Post Create SQL for Obligation Reports
spwMI_MSP_ODCP_PostCreate_Quarterly_Reports	Post Create SQL for Quarterly Reports
spwMI_MSP_ODCP_PostSave_Obligation	Save SQL for Obligation Report form
spwMI_MSP_ODCP_PreRequisite_FinalFSR	Validation SQL for Final FSR instance
spwMI_MSP_ODCP_Report_BudgetDetail_Bryne	Contract
spwMI_MSP_ODCP_Report_GrantSummary	Reports Tab - Grant Summary Report; rptID=1349
spwMI_MSP_ODCP_Report_RecommendationInformation	Reports Tab - Recommendation Information Report; rptID=1322
spwMI_MSP_OS0_PostExecute_Grant_Funds_Available	Post Execute SQL - set instance eligibility for sub-documents
spwMI_MSP_OS0_Validate_Application_EssentialRole	Validate role assignments
spwMI_MSP_PostSave_Applicant_and_Project_Information	
spwMI_MSP_PostSave_Designation	Page Post Save - Assigns roles
spwMI_MSP_PostSave_spvRegistrationApproval	
spwMI_MSP_PreRequisite_SubDocument	Prereq to validate roles
spwMI_MSP_Report_Amendment	Inside of Object Menu - PDF/Crystal Report - For Amendments
spwMI_MSP_Report_ApplicationsPrintVersion	Not sure if /where it's still being used.
spwMI_MSP_Report_Byrne_Contract	Part of Printable Document/Crystal Report - For Contracts
spwMI_MSP_Report_Byrne_Contract_CostDetail	Part of Printable Document/Crystal Report - For Contracts
spwMI_MSP_Report_Byrne_Contract_v2	Part of Printable Document/Crystal Report - Contract
spwMI_MSP_Report_Byrne_Email_Queue	Reports Tab - Recommendation Information Report; rptID=1322
spwMI_MSP_ReportBudgetDetail	

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to **one hundred and fourteen (114)** Agate resource hours may be used for the completion of this deliverable. If more than **one hundred and fourteen (114)** hours are required, the Service Enhancements budget will be used.

4. Equipment / Asset Tracking

Attributes of the deliverable

- Design and development of **one (1)** Asset Tracking tool used to track and update information related to equipment / assets that have been reported by external users within financial reports or are under the control of MSP GCSD
- Agate will load all previously approved equipment already in the system into the new Equipment / Asset Tracking tool

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to **sixty (60)** Agate resource hours may be used for the completion of this deliverable. If more than **sixty (60)** hours are required, the Service Enhancements budget will be used.

5. System User Audit

Attributes of the deliverable include the following:

- Report of all suspected duplicate users provided to MSP GCSD
- Merging of duplicate user accounts into a single primary account per user
- Email to merged users indicating their primary account username

Deliverable risks / assumptions

- MSP GCSD Will review the provided report and provide the primary user that duplicate users should be merged with

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion of user account merge

6. System Interface

Attributes of the deliverable

- Design and development of **one (1)** 2-way system interface between the IntelliGrants system and one (1) external system (e.g. SIGMA) including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will send data from the IntelliGrants system to the external system or an intermediate system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will receive data from the external system into the IntelliGrants system

Deliverable risks / assumptions

- Limit of one (1) API/File from the IntelliGrants system
- Limit of one (1) API/File to the IntelliGrants system

- All data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development
- MSP GCSD will provide information related to the preferred structure of each file to be exchanged
- MSP GCSD will provide sample import and export files for reference
- MSP GCSD will be responsible for all work related to accepting and processing data within the external system and for exporting data from the external system
- MSP GCSD is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to **one hundred and twenty (120)** Agate resource hours may be used for the completion of this deliverable. If more than **one hundred and twenty (120)** hours are required, the Service Enhancements budget will be used.

7. IGX Reporting Package

IntelliGrants reports return data from the system into an on-screen, paginated, tabular or chart format. These reports typically contain calculations or logic that are performed at the time of report execution in the system.

Attributes of the deliverable

- Up to **two (2)** Paginated reports which include up to 3 data filters, 10 data elements and 5 pages when designed, exportable to PDF, Word, XLSX, CSV, XML.
- Up to **five (5)** tabular reports which include 3 data filters and 10 data elements exportable to XLSX, CSV, XML.
- Up to **three (3)** visual dashboard panels including up to 1 data filter and up to 5 data elements.

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Validation of UAT testing by MSP GCSD on the Reporting Package components in the Shared Development environment.

8. External User Training Manual

Attributes of the deliverable

- One (1) external user training manual
 - o One (1) electronic copy in PDF format
 - o Up to fifty (50) pages
 - o MSP GCSD-specific content (i.e. terminology, screenshots)
- Manual will be made available through a hyperlink contained within the IntelliGrants system

Deliverable risks / assumptions

- After the final version of the manual is delivered, further updates to the manual will only be made at the request of the customer

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Delivery of the training manual

9. Service Enhancements

Agate Software will provide additional enhancement services at the request of MSP GCSD during and after initial system implementation. System Enhancements will be tracked through the Change Management Process. This deliverable includes up to **one hundred (100)** Agate resource hours. The following non-exhaustive list contains examples of what the Service Enhancements deliverable may be used for.

- Changes to Approved Forms
- Changes to Approved Business Rules
- Changes to Approved Security Roles
- Changes to Approved Workflows
- Additional Grant Programs
- Additional Business Meetings
- Additional System Interfaces
- Roll over services - defined as making a copy of a current grant program and changing the grant cycle dates for the next grant cycle year (e.g. Changing or rolling over the dates from 2020 to 2021)
- Additional Management Reports
- System Customizations

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed.

10. Webcast External User Training

Attributes of the deliverable

- One (1) session of webcast system training for external users, up to four (4) hours
- Training agenda
- Recording of the provided training session can made available to through the IntelliGrants system

Deliverable risks / assumptions

- Training sessions are limited to five hundred (500) participants
- Training is limited to MSP GCSD's external users

- MSP GCSD will be required to supply the meeting/training room, an internet connection and a projector, if needed

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion of one (1) session of training

Out of Scope

Any requirement or work requested that is not contained in this statement of work or associated contract will be considered out of scope for this engagement. Pricing for out of scope work requests are available upon request.

Project Methodology

Establishment of an Empowered Point of Contact

An IntelliGrants implementation requires at least one designated customer resource (typically the customer Project Manager) to manage customer resources and decisions (e.g. requirements and deliverable sign-offs). This resource should expect to commit up to twenty (20) hours per week for the IntelliGrants project during the implementation phase. The empowered Point of Contact must also meet the following criteria:

- Must read and understand the contractual requirements for the project
- Must attend all project meetings
- Must have working knowledge of project management processes
- Must understand the change management process and budget pertaining to the project
- Must have authority to make final decisions regarding IntelliGrants implementation

Scheduling Meetings

Agate Software will coordinate with the assigned customer Project Manager for any meetings requiring key customer resources to be in attendance. Key customer resource availability will be confirmed and approved a minimum of one (1) week prior to the respective meeting. Any unreasonable meeting cancellations, consistent unavailability, and/or delays by assigned customer resources that adversely affect scheduled meetings and/or travel arrangements could affect the overall implementation timeline and may result in additional cost for professional services. Such occurrences will be documented by the Agate Project Lead and brought to the Customer Project Manager's attention for resolution and impact analysis.

Travel and Onsite Services

Additional travel requested by MSP GCSD must be scoped via the Change Management Process.

ProjecTrax

ProjecTrax is a proprietary web-based software product developed by Agate to facilitate the tracking of tasks and as a document repository. ProjecTrax is accessible by Agate and customer resources and will be used throughout the course of the project. Customer access to ProjecTrax will be limited to key customer resources.

ProjecTrax allows a user to enter a task, provide a description and requested due date. All description text and status updates for a task will be tracked within ProjecTrax. Email notifications can also be sent each time a new message is added or each time a task status is updated.

During the implementation phase, ProjecTrax will be used to inform key customer resources which functional elements of the system are ready for customer design review and UAT. The customer's feedback will be

recorded in ProjectTrax. All final approvals of designs and UAT must be recorded by the customer within ProjectTrax.

Change Management Process

The Change Management Process is in place to manage customer requirements and/or change requests that are considered “Out of Scope” based on the terms of the current statement of work for the engagement. The Change Management Process is comprised of the steps outlined below.

There are a series of project documents that, once initially approved, may not be changed and republished without review and approval. These documents are considered “under change control” once initially approved. The goal of Change Management Process is to ensure that only approved changes are made within the project whether to scope, budget, schedule or quality.

The three components of the Change Management Process are:

- Base-lining project documentation
- Requesting changes to base-lined documentation
- Requesting additional requirements or functionality not initially in scope

The documentation baseline is created as project deliverables are approved by the customer. After this baseline has been defined, any requested changes must be through the Change Management Process. Scope change requests can be a result of changes or additions to the baseline requirements and/or new modifications to the deliverables, activities, or quality standards. For example:

- New business requirements would be additions
- Deciding not to implement components already built would be a deletion
- A reversal of a prior design decision during build and test would be a change (rework)

The Change Management Process allows the project team to make changes to the original baseline. One of the goals of this process is to make definitive decisions so that projects can maintain their momentum. Changes must be actively controlled, as unmanaged changes commonly lead to unsuccessful projects.

1. Customer Identifies Change Request

The Customer Project Sponsor or Customer Project Manager will document the change request as a Task in ProjectTrax. The Agate Team Lead or Project Lead may request that the customer also upload a completed Change Request form to the Task.

2. Agate Reviews ProjectTrax Task

The Agate Team Lead or Project Lead will review the Task. If additional information is requested, the Task can be sent back to the customer via ProjectTrax. The Agate resource may also request a meeting for further clarifications.

3. Agate Analysis and Recommendation

Agate will respond the ProjectTrax Task with analysis comments and recommendations for configuration. The recommendation will include a description of the impact to the budget and timeline.

4. Agate and Customer Review and Negotiation

Based on the information provided by Agate, the customer will make a “Go” or “No Go” decision. That decision may be based on updates that need to be made to the request and negotiations on the cost and time estimates.

5. Agate Develops Task Order

The Task Order will be developed by either the Agate Team Lead or Account Manager. The Task Order will document the work to be performed, acceptance criteria, Agate resources assigned to the Task Order, Agate resources estimated hours, Agate resources estimated cost, total amount to be paid for the Task Order and Task Order acceptance criteria.

Configuration Process

Agate Software will use a phased approach for designing an IntelliGrants configuration for the customer. Although the configuration process can be slightly altered based on the needs of each individual project, the principles used to derive each Project Configuration Methodology are consistent.

Agate Software integrates industry best practices for application configuration, tracking and review. This process was developed and refined using numerous years of project management expertise as a foundation and by using the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) and Software Engineering Institute (SEI) Capability Maturity Model (SEI-CMM) as the baseline sources for project management and systems review. Below are seven (7) Project Phases commonly used in the Project Configuration Methodology:

- Planning Phase (Project Plan/Resource Plan Development)
- Analysis Phase (Requirements Gathering)
- Design Phase (Requirements Documentation and Review)
- Build Phase (Configuration/Testing)
- Configuration Phase (Customer Validation)
- Post-Configuration Phase (Training Phase)
- Annual Support Phase

Although sequential in concept, many of these phases occur repeatedly for each major system functional area. Some system functional areas may be on a different cycle depending on the needs of the project or on stakeholder decisions. There are also conditions under which execution of a phase can be interrupted to recycle through a preceding phase (or phases) in order to update some aspect of that predecessor phase's deliverables.

Each of the phases consists of one or more tasks and/or activities. The tasks describe what actions and deliverables are necessary to accomplish the phase's objectives. The tasks are composed of sub-tasks and/or activities required to support the output deliverable for each phase. Each of the basic phases has a specific objective or purpose. Each phase assumes specific input(s) and in turn produces specified output(s) or deliverable(s).

Planning, Analysis and Design

Agate Software will start the Planning and Analysis Phases with an onsite meeting to gather information required for the project. The focus of the onsite sessions, directed by Agate Software, is to clarify system requirements typically with the focus on driving the customer from the current “As Is” process to an electronic workflow process.

Following the onsite gathering sessions, an updated Project Plan will be created by Agate Software which includes a listing of all system requirements required to start building the program. Agate Software will incorporate “gated” milestones as a decision point for proceeding to subsequent phases or activities of the project plan which will not begin until approval has been given by the customer. Approval of the deliverables may include design documentation, user specifications or other requirement documentation however, acceptance of the deliverables by the customer will occur at the gated milestones before moving forward to the next phase. All software configuration and testing work will be directed by the Agate Project Manager/Lead and will take place at Agate Software.

Configuration and Testing

All configuration required for this project follows a strict software configuration methodology adopted by Agate Software to ensure the tasks necessary for this project are completed on time and work properly. This is especially worthwhile to note due to the impact this methodology has on accelerating a project timeline to the benefit of the customer.

Agate Software resources begin the construction of a project in a Shared Development environment hosted by Agate Software. This Shared Development environment is where Agate Software resources will do most of the configuration work for the project, and it will be configured to closely reflect the production environment on which the system will ultimately reside.

Once functionality has been completed, tested, and approved by Agate Software resources on the Shared Development environment, customer resources will be given a URL that will allow for the review of functionality before it is released to the Production environment. This Shared Development site will allow customer resources to perform User Acceptance Testing (UAT) in parallel with Agate Software’s continued configuration efforts on the next approved design specification or requirement. UAT is performed and minor modifications and testing defect corrections are completed.

Documentation and Training

All related documentation such as Customer Staff and Applicant User Manuals can be made available in a chosen format (PDF or MS Word) and accessed within the IntelliGrants system. Customer Staff and Applicant User manuals are technical in nature; they will explain navigation and basic IntelliGrants functionality. Specific business rules are not included.

Training resources are essential to the effective and efficient operation of any system. Providing resources with the tools they need to do their activities and giving them training opportunities which allow them to use the system at full potential are critical elements of success. Training sessions will be designed to focus on specific concepts that will ultimately ensure that the customer and their end-users fully understand how to perform their functions within the system. Agate Software will work with the customer to confirm the final training plan during the Post-Implementation Phase of the project.

Risks and Unknowns

The following identifies various risks and unknowns that potentially could impact the meeting of project timelines and/or the ultimate success of the project. Solutions to minimize and resolve these risks have been identified below.

Failure by either party to maintain one (1) Primary Point of Contact.

- If one of the parties becomes difficult to contact and decisions are not being made, a meeting will be called to discuss and reappoint a decision maker or discuss alternatives
- Agate and the Customer Sponsor and Project Manager will stop to assess and determine a plan to reinstate a point of contact
- Identify on weekly report
- If required decisions are not made according to the project schedule, then identify any impact to cost or schedule

Lack of key customer resources to attend design and status meetings during the project.

- Agate will request vacation and holiday schedule from the customer
- If availability becomes an issue, Agate will communicate this to Customer Project Manager via email
- If meetings are missed, Agate will work to reschedule meeting with staff through Customer Project Manager
- If required decisions are not made according to the project schedule, then identify any impact to cost and/or schedule

There is unforeseen turnover of key personnel critical to the success of the project.

- Identify on status reports to customer
- Identify any impact to schedule
- A meeting will be called between Agate and the Customer Project Manager to review and evaluate the impact
- Knowledge transfer sessions will be used to educate the newly identified personnel. The knowledge transfer sessions will be conducted using the project documentation along with secondary key project resources

Failure to follow communication plan agreed to at the onset of the project by the customer and Agate Software.

- Agate will stop and assess. A meeting will be called to determine the issue(s)
- The issue(s) will be reviewed, and suggestions offered to rectify the issue(s)

Failure of both parties to follow the process of entering and updating items in ProjecTrax in a timely manner.

- A meeting will be called to determine the issue(s)
- The issue(s) will be reviewed, and suggestions offered to rectify the issue(s)

Decisions and approvals are not made in a timely manner by the customer resulting on impacting to project timeline.

- A meeting will be called between Agate and the Customer Project Manager to review and evaluate the problem
- Identify any impact to schedule

Customer requests additional functionality that was not included in the original Scope of Work and requires additional costs beyond the original project budget and schedule.

- Agate will request a meeting with the customer and determine a plan to alleviate the risk
- Identify and document new requirements
- Agate will give recommendations on whether the request should be considered; recommendations will be given based on validity of the request and whether the customer should consider existing IntelliGrants functionality which provides better efficiencies.
- If additional functionality is still required, Agate will begin the Change Management Process

Changes requested to designs or configured components after customer approval

- Agate will request a meeting with the customer and determine a plan to alleviate the risk
- Identify and document new requirements
- Agate will give recommendations on whether the request should be considered; recommendations will be given based on validity of the request and whether the customer should consider existing IntelliGrants functionality which provides better efficiencies.
- If changes are still required, Agate will begin the Change Management Process

Pricing

	Qty	IntelliGrants Initial Configuration	Deliverable Cost
1	1	Product Software License	\$ -
2	1	IGX Standard Upgrade Package	\$ 50,000.00
3	114	IGX Reconfiguration of Custom Tools, Modules and Interfaces (114 hours)	\$ 11,400.00
4	60	Equipment/Asset Tracking Tool (60 hours)	\$ 6,000.00
5	1	System User & Organization Audit	\$ 2,500.00
6	120	SIGMA System Interface (120 hours)	\$ 12,000.00
7	1	IGX Reporting Package	\$ 9,400.00
8	1	External User Training Manual	\$ 2,400.00
9	100	System Enhancements (100 hours)	\$ 10,000.00
10	1	Webcast External User Training	\$ 1,200.00
Total			\$ 104,900.00



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

CONTRACT CHANGE NOTICE

Change Notice Number 22

to

Contract Number 071B1300072

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

STATE	Program Manager	Kimberly Crawford	MULTI
		517-241-2368	
		CrawfordK5@michigan.gov	
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,496,472.50	\$101,430.00	\$15,597,902.50		

DESCRIPTION

Effective 10/17/2019, this Contract is hereby increased by \$101,430.00 for Maintenance and Support, Annual Hosting, and Enhancements for Fiscal Year 2020 (10/1/2019-9/30/2020) for both the MSP Office of Highway Safety Planning and MSP Grants and Community Services Division.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Crawford	517-241-2368	CrawfordK5@michigan.gov
DTMB	Maria Thomas	517-335-1701	ThomasM16@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-241-3314	Koppsch-WoodsK@michigan.gov



Date: August 6, 2019

Submitted to:

Michigan State Police
Office of Highway Safety Planning

Attention:

Anne Readett
Project Manager
Office of Highway Safety Planning

Title:

OHSP Fiscal Year 20

Cost Proposal Quote

Submitted by:

Agate Software, Inc.
Jeff Claeys
2214 University Park Dr., Suite 102
Okemos, MI 48864
Ph: (517) 336-2540
Fax (517) 492-0452
jclaeys@agatesoftware.com





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High Level Price Chart

MSP OHSP	Term: 10/1/2019-9/30/2020	Cost
	System Maintenance and Support	\$11,280
	Annual Hosting	\$12,250
	Service Enhancements	
	(MAGIC+)	\$26,470
	Total	\$50,000

System Maintenance Support and Annual Hosting are billed as an up-front deliverable to be paid on or before the agencies term date of October 1, 2019 and run until September 30, 2020.

Service Enhancements will be billed on a Time and Materials basis. Services must be dependent upon mutually agreed upon statement(s) of work between Agate and the State of Michigan. Once agreed to, Agate must not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this contract. The purchase order will be available but not billed against until the agency signs the statement of work and agrees to the work Agate is to complete. Having the purchase order set up at the beginning of the fiscal year will alleviate any procurement timing issues. Agate Software will provide service enhancements at the request of OHSP, and invoicing will be sent on the 1st and 16th of each month as service configuration work is performed.





Project Deliverables

MAGIC+ Rollovers

1. Highway Safety Grant

- Highway Safety Grant
- Make necessary changes/enhancements to the Application
- Test updated Application
- The level of effort shall not exceed 50 hours

2. OHSP Financial Status Report

- Rollover Financial Status Report
- Make necessary changes to the Financial Status Report
- Test updated Financial Status Report
- The level of effort shall not exceed 35 hours

3. OHSP Progress Report

- Rollover Progress Report
- Make necessary changes to the Report
- Test updated Report
- The level of effort shall not exceed 15 hours

4. OHSP Enforcement Report

- Rollover Enforcement Report
- Make necessary changes to the Report
- Test updated Report
- The level of effort shall not exceed 15 hours

Professional Services Enhancements

5. MAGIC+ Enhancements

Agate Software will provide additional enhancement services at the request of OHSP. Additional work will be time and materials based and invoicing will be sent on the 16th of each month as service configuration work is performed. This section includes up to 149.70 hours for enhancements outside of the Annual Support. The following list is an example of what changes would be covered under service enhancements.





- Changes to Forms
- Changes to Business Rules
- Changes to Security Roles
- Changes to the Workflow
- Additional Grant Programs
- Additional Management Reports
- Any additional Roll over services- Rollover services are defined as making a copy of a current grant program and changing the dates for the next grant cycle year (e.g. Changing or rolling over the dates from 2019 to 2020)

Agate must receive formal written approval from the Michigan State Police Office of Highway Safety Planning (OHSP) prior to performing any work under this service contract. That approval/authorization will be in the form of a signed Statement of Work.

Annual Support

6. Annual Support term October 1, 2019 through September 30, 2020.

Billing

The fees for this engagement include an annual recurring fee for Support. The

Annual recurring fees shall be billed once per year. The annual term will begin October 1, 2019 through September 30, 2020.

Annual Hosting

7. Annual Hosting term October 1, 2019 through September 30, 2020.

Billing

The fees for this engagement include an annual recurring fee for Hosting. The

Annual recurring fees shall be billed once per year. The annual term will begin October 1, 2019 through September 30, 2020.





Detailed Pricing Information

ID	Deliverable	Description	Cost
1	Highway Safety Grant	<ul style="list-style-type: none"> Rollover existing application and make necessary changes Test updated rollover 	\$5,000.00
2	OHSP FSR	<ul style="list-style-type: none"> Rollover existing report and make necessary changes Test updated report 	\$3,500.00
3	OHSP Progress Report	<ul style="list-style-type: none"> Rollover existing report and make necessary changes Test updated rollover 	\$1,500.00
4	OHSP Enforcement Report	<ul style="list-style-type: none"> Rollover existing reports and make necessary changes Test updated rollover 	\$1,500.00
5	MAGIC+ Enhancements	<ul style="list-style-type: none"> Additional Professional Services for any unforeseen MSP requested work. To be billed at \$100/hour. 	\$14,970.00
			\$26,470.00
6	Annual Support	Annual Support Term 10/1/2019 through 9/30/2020	\$11,280.00
7	Annual Hosting	Annual Hosting Term 10/1/2019 through 9/30/2020	\$12,250.00
TOTAL			\$50,000.00





Assumptions

- Travel and expenses are not reimbursable under the terms of this agreement.
- Work is to be performed at Agate Software, Inc. and MSP as needed
- Expected contractor work hours and conditions: 8:00am-5:00pm EST
- Meetings and Calls that fall under Annual Support work will not be billed
- Meetings and Calls that fall under Time and Materials work will be billed

Acceptance Criteria

Specific acceptance criteria for software enhancements will be included in each Statement of Work.

The following criteria apply to software enhancement deliverables:

- Beta software is not accepted as final deliverable.
- MDTMB will review the software enhancements for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery and operation.
- Approvals will be written and signed by Agency/MDTMB Project Manager as identified in applicable statement of work. Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit software for approval.
- Software enhancements are installed and configured in appropriate environment (e.g. development, test, pre-live, live). Contingency plans and de-installation procedures and software are provided by Contractor and approved by the Agency/MDTMB Project Managers as identified in applicable statement of work.
- Contractor will successfully test software enhancements in the development environment before moving the enhancement to the test and pre-live environments for final software testing by Agency/MDTMB. Approvals will be written and signed by Agency/MDTMB Project Managers.





- Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit test software, data and results for approval. Only after successful State testing in the test and pre-live area will the enhancement be implemented in the production environment. This implementation should occur at an agreed upon time during non-business hours, such as late evenings or weekends.

Electronic written approval from MSP and DTMB is to serve as acceptance for tasks to ensure the system performs as its intended function.

User acceptance testing is conducted at various stages throughout the project. Agate expects MSP to perform user acceptance testing for each of the deliverables that are not documentation in the scope of work. Final user acceptance testing is also expected to be performed by the due date in the project schedule.





Date: July 17, 2019

Submitted to:

**Michigan State Police
Grants and Community Services Division**

Attention:

Leslie Wagner
Grants Advisor
Byrne JAG Unit
Grants and Community Services Division

Title:

Grants and Community Services Division

Fiscal Year 20

Cost Proposal Quote

Submitted by:

Agate Software, Inc.
Jeff Claeys
2214 University Park Dr., Suite 102
Okemos, MI 48864
Ph: (517) 336-2540
Fax (517) 492-0452
jclaeys@agatesoftware.com





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High Level Price Chart

MSP GCSD	Term: 10/1/2019-9/30/2020	Cost
	System Maintenance and Support	\$11,280.00
	Annual Hosting	\$12,250.00
	Service Enhancements	
	(MAGIC+)	\$27,900.00
	Total	\$51,430.00

System Maintenance Support and Annual Hosting are billed as an up-front deliverable to be paid on or before the agencies term date of October 1, 2019 and run until September 30, 2020.

Service Enhancements will be billed on a Time and Materials basis. Services must be dependent upon mutually agreed upon statement(s) of work between Agate and the State of Michigan. Once agreed to, Agate must not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this contract. The purchase order will be available but not billed against until the agency signs the statement of work and agrees to the work Agate is to complete. Having the purchase order set up at the beginning of the fiscal year will alleviate any procurement timing issues. Agate Software will provide service enhancements at the request of GCSD, and invoicing will be sent on the 1st and 16th of each month as service configuration work is performed.





Project Deliverables

MAGIC+ Rollovers

1. Byrne Justice Assistance Application

- Byrne Justice Assistance Application
- Make necessary changes/enhancements to the Application
- Test updated Application
- The level of effort shall not exceed 40 hours

2. Residential Substance Abuse Treatment Application

- Rollover Residential Substance Abuse Treatment Application
- Make necessary changes/enhancements to the Application
- Test updated Application
- The level of effort shall not exceed 40 hours

3. GCSD Financial Status Report

- Rollover Financial Status Report
- Make necessary changes to the Financial Status Report
- Test updated Financial Status Report
- The level of effort shall not exceed 25 hours

4. GCSD Civil Rights Compliance Report

- Rollover GCSD Civil Rights Compliance Report
- Make necessary changes to the Report
- Test updated Report
- The level of effort shall not exceed 15 hours

5. GCSD Quarterly Reports

- Rollover GCSD Quarterly Reports
- Make necessary changes to the Report
- Test updated Report
- The level of effort shall not exceed 15 hours

6. GCSD Time Certificate Report

- Rollover GCSD Time Certificate Report





- Make necessary changes to the Report
- Test updated Report
- The level of effort shall not exceed 15 hours

7. GCSD Monitoring Report

- Rollover GCSD Monitoring Report
- Make necessary changes to the Report
- Test updated Report
- The level of effort shall not exceed 15 hours

These rollover hours are an estimate not to exceed. MSP GCSD will receive an invoice with the breakdown of description of hours used to perform the rollovers.

Professional Service Enhancements

8. MAGIC+ Enhancements

Agate Software will provide additional enhancement services at the request of GCSD. Additional work will be time and materials based and invoicing will be sent on the 16th of each month as service configuration work is performed. This section includes up to 114 hours for enhancements outside of the Annual Support. The following list is an example of what changes would be covered under service enhancements.

- Changes to Forms
- Changes to Business Rules
- Changes to Security Roles
- Changes to the Workflow
- Additional Grant Programs
- Additional Management Reports
- Additional Roll over services- Rollover services are defined as making a copy of a current grant program and changing the dates for the next grant cycle year (e.g. Changing or rolling over the dates from 2019 to 2020)

Agate must receive formal written approval from the Michigan State Police Grants and Community Services Division (GCSD) prior to performing any work under this service contract. That approval/authorization will be in the form of a signed Statement of Work.

Annual Support

9. Annual Support term October 1, 2019 through September 30, 2020.

Billing

The fees for this engagement include an annual recurring fee for Support. The





Annual recurring fees shall be billed once per year. The annual term will begin October 1, 2019 through September 30, 2020.

Annual Hosting

10. Annual Hosting term October 1, 2019 through September 30, 2020.

Billing

The fees for this engagement include an annual recurring fee for Hosting. The Annual recurring fees shall be billed once per year. The annual term will begin October 1, 2019 through September 30, 2020.



Detailed Pricing Information

ID	Deliverable	Description	Cost
1	Byrne Justice Application	<ul style="list-style-type: none"> Rollover existing application and make necessary changes Tested updated rollover 	\$4,000.00
2	Residential Substance Abuse Application	<ul style="list-style-type: none"> Rollover existing application and make necessary changes Tested updated rollover 	\$4,000.00
3	GCSD FSR	<ul style="list-style-type: none"> Rollover existing report and make necessary changes Tested updated report 	\$2,500.00
4	GCSD Civil Rights Report	<ul style="list-style-type: none"> Rollover existing report and make necessary changes Tested updated rollover 	\$1,500.00
5	GCSD Quarterly Reports	<ul style="list-style-type: none"> Rollover existing reports and make necessary changes Tested updated rollover 	\$1,500.00
6	GCSD Time Certificate Report	<ul style="list-style-type: none"> Rollover existing report and make necessary changes Tested updated rollover 	\$1,500.00
7	GCSD Monitoring Report	<ul style="list-style-type: none"> Rollover existing report and make necessary changes Tested updated rollover 	\$1,500.00
8	MAGIC+ Enhancements	System Enhancements services required to support programs currently being managed in the MAGIC+ system. To be billed at \$100.00/hr.	\$11,400.00
			\$27,900.00
9	Annual Support	Annual Support Term 10/1/2019 through 9/30/2020	\$11,280.00
10	Annual Hosting	Annual Hosting Term 10/1/2019 through 9/30/2020	\$12,250.00
TOTAL			\$51,430.00





Assumptions

- Travel and expenses are not reimbursable under the terms of this agreement.
- Work is to be performed at Agate Software, Inc. and MSP as needed
- Expected contractor work hours and conditions: 8:00am-5:00pm EST
- Meetings and Calls that fall under Annual Support work will not be billed
- Meetings and Calls that fall under Time and Materials work will be billed

Acceptance Criteria

Specific acceptance criteria for software enhancements will be included in each Statement of Work.

The following criteria apply to software enhancement deliverables:

- Beta software is not accepted as final deliverable.
- MDTMB will review the software enhancements for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery and operation.
- Approvals will be written and signed by Agency/MDTMB Project Manager as identified in applicable statement of work. Unacceptable issues will be documented and submitted to the
- Contractor. After issues are resolved or waived, the Contractor will resubmit software for approval.
- Software enhancements are installed and configured in appropriate environment (e.g. development, test, pre-live, live). Contingency plans and de-installation procedures and software are provided by Contractor and approved by the Agency/MDTMB Project Managers as identified in applicable statement of work.
- Contractor will successfully test software enhancements in the development environment before moving the enhancement to the test and pre-live environments for final software testing by Agency/MDTMB. Approvals will be written and signed by Agency/MDTMB Project Managers.





- Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit test software, data and results for approval. Only after successful State testing in the test and pre-live area will the enhancement be implemented in the production environment. This implementation should occur at an agreed upon time during non-business hours, such as late evenings or weekends.

Electronic written approval from MSP and DTMB is to serve as acceptance for tasks to ensure the system performs as its intended function.

User acceptance testing is conducted at various stages throughout the project. Agate expects MSP to perform user acceptance testing for each of the deliverables that are not documentation in the scope of work. Final user acceptance testing is also expected to be performed by the due date in the project schedule.





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

CONTRACT CHANGE NOTICE

Change Notice Number 21

to

Contract Number 071B1300072

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

STATE	Program Manager	Kimberly Crawford	MULTI
		517-241-2368	
		CrawfordK5@michigan.gov	
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$14,851,297.50	\$645,175.00	\$15,496,472.50		

DESCRIPTION

Effective 8/27/2019, this contract is hereby increased by \$645,175.00.

\$413,300.00 will cover the implementation of the IntelliGrants electronic grants management system for the Michigan Workforce Development Agency (WDA), which is being added to this contract. The following Statement of Work (SOW) "Michigan Workforce Development Agency IntelliGrants Statement of Work" is hereby incorporated into the contract.

\$231,875.00 will cover fiscal year 2020 for the Department of Natural Resources (DNR) grants system to provide rollover work, enhancements, annual support services and annual hosting. The project period will be from October 1st, 2019 to September 30th, 2020. The following Statement of Work (SOW) "MI DNR IntelliGrants Statement of Work" is hereby incorporated into the contract.

The "Federal Provisions Addendum" is also hereby incorporated into the contract.

The annual hosting fee for the Michigan Department of Health and Human Services (MDHHS) is reduced from \$18,000 to \$15,000.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 8/27/2019.

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

AGENCY	NAME	PHONE	EMAIL
			CrawfordK5@michigan.gov
			ThomasM16@michigan.gov
			Koppsch-WoodsK@michigan.gov



June 26, 2019

Submitted to:

**Michigan Talent and Economic Development
Workforce Development Agency**

Attention:

Jean Gordon
Project Manager
DTMB-MI TED
517-335-8179

Michigan Workforce Development Agency IntelliGrants Statement of Work

Submitted By:

Agate Software, Inc.
Contact: Jeff Claeys
2214 University Park Dr. Suite 102
Okemos, MI 48864
Ph: 517-336-2540

June 26, 2019



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Overall Assumptions

- The project implementation will not exceed eighteen (18) months, or the approved project schedule, whichever is greater. If the implementation is likely to exceed this amount of time, the Change Management Process will be used to assess any changes needed to project resources, budget, scope, etc.
- Each design produced (workflow, form, tool, manual, etc.) allows for only two (2) design iterations with MI WDA. If more iterations of a design are required, the Service Enhancements budget will be used
- Workflow designs must be approved by the customer prior to any workflow configuration being started
- Any system component that requires modification after design approval or UAT approval must go through the change management process
- If it is found that some deliverables worked as Time & Materials are more complex than initially scoped, remaining time dedicated to one deliverable may be used for another at the customer's discretion
- If the solution is Non-Vendor hosted, the hosting party must meet and maintain the minimum requirements to avoid potential impact to the system

Workflow and Form Design and Build Level Definitions

Any changes to an approved design or configuration must go through the Change Management Process.

Workflow Design and Build Levels

- Level 1 Workflow Design
 - o Design of up to ten (10) documented workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 1 Workflow Build
 - o Configuration of up to ten (10) workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 2 Workflow Design
 - o Design of Up to thirty (30) documented workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Up to two (2) custom SQL instances.
- Level 2 Workflow Build
 - o Configuration of up to thirty (30) workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Programming of up to two (2) custom SQL instances.
- Level 3 Workflow Design
 - o Design of Up to fifty (50) documented workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Up to five (5) custom SQL instances.
- Level 3 Workflow Build
 - o Configuration of up to fifty (50) workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Programming of up to five (5) custom SQL instances.

Form Design and Build Levels

- Level 1 Form Design & Build
 - o Design and configuration of up to twenty (20) data fields, up to a total of ten (10) business rules (error checks, warnings and arithmetic calculations) and PDF version of the form. Form build does not include data-driven fields or custom SQL.
- Level 2 Form Design & Build
 - o Design and configuration of up to forty (40) data fields, fifteen (15) business rules (error checks, warnings and arithmetic calculations) and PDF version of the form. Form build includes either data-driven fields OR custom SQL.
- Level 3 Form Design & Build
 - o Configuration of up to eighty (80) data fields, thirty (30) business rules (error checks, warnings and algebraic calculations) and PDF version of the form. Form build includes both data-driven fields and custom SQL.

Project Scope

The following document contains project scope assumptions that apply to the MI WDA implementation of the IntelliGrants electronic grants management system. This document is intended to serve as the framework for the configuration of IntelliGrants for the MI WDA. To ensure a timely and successful project, Agate Software will only configure from the design documentation that is approved by the MI WDA.

1. Product Software License

MI WDA will receive a perpetual, non-exclusive IntelliGrants, version IGX Enterprise License governed by the terms of the associated license agreement.

An Enterprise License entitles the customer to the following:

- Unlimited number of users
- Full system support, including both Tier 1 (external users) and Tier 2 (customer staff)
- Unlimited document storage when using the Agate Cloud Hosting Service
- Ability to configure unlimited security roles
- Sam.gov system interface used for DUNS # verification
- Grants.gov system interface used by customers to seek additional funding opportunities
- Daily Data Warehouse export
- Ability to configure unlimited workflow processes
- Weekly configuration push
- Customer on-premise production environment hosting as an available option if not using Agate's hosting services
- System allows for the installation of additional system domains (e.g. departments, divisions)

Deliverable Assumptions include the following:

- The provided IntelliGrants IGX License Agreement must be signed prior to any work on additional deliverables being started

2. Product Installation

Attributes of the deliverable

- Installation of the IntelliGrants product in an Agate hosted Shared Development environment
- Installation of a system interface with Sam.gov, used for validating and automating user registrations
- Installation of a system interface with Grants.gov used by the MI WDA to seek federal funding opportunities
- Installation of the automated Data Warehouse Export
 - o Implementation of a SQL database export for MI WDA
 - o Database will be located on the Agate Software hosted secure FTP folder (directory) and will be accessible by a user account created specifically for MI WDA
 - o Database export will be exported to the web folder one time per day
 - o SQL database export will include all IntelliGrants configured "form pages", and user profiles transposed into database tables

Deliverable Risks/Assumptions

- MI WDA will be responsible for all actions pertaining to the Data Warehouse database after it has been successfully exported from the IntelliGrants system.

Sign-off and invoicing of the deliverable is contingent upon the following:

- Ability for MI WDA staff to access the Shared Development environment

3. Onsite Project Kickoff Meeting

Attributes of the deliverable

Onsite Business Analysis which includes the following:

- Project Scope Validation
- Product Demonstration
- Project Planning (Timeline and Resources)
- Project Roles and Responsibilities
- Definition and Documentation of Business Process Workflows via Microsoft Visio
- Definition of System Security Roles
- Three (3) days onsite with two (2) Agate Software Resources

Deliverable Pre-requisites include the following:

- Signed Statement of Work
- Signed License Agreement

Sign-off and invoicing of the deliverable is contingent upon the following:

- Onsite Project Kickoff Meeting Completed

4. Product Branding

Attributes of the deliverable

- Creation of a system header banner based on MI WDA provided materials such as an existing logo
- Application of system color scheme made up of a Heading Color, Sub-Heading Color, Highlight Color, Accent Color, Auxiliary Color, Primary Text Color and Secondary Text Color

Deliverable Risks/Assumptions

- MI WDA will be given two (2) rounds of branding review and changes prior to being finalized

Sign-off and invoicing of the deliverable is contingent upon the following:

- Final branding applied to Shared Development environment

5. Project Management

Attributes of the deliverable

- Development and maintenance of the project schedule
- Development and maintenance of the communication plan
- Development and maintenance of the resource plan
- Weekly project status meetings
- Weekly meeting agenda
- Weekly project status reports

Sign-off and invoicing of the deliverable is contingent upon the following:

- Delivery of project schedule
- Delivery of communication plan
- Delivery of resource plan

6. Product Security Role Setup

Attributes of the deliverable

- System security role definition documented through the Security Role Matrix
- System security role setup for MI WDA and external user organizations

Deliverable Risks/Assumptions

- MI WDA will approve the Security Role Matrix prior to configuration of the system security roles

Sign-off and invoicing of the deliverable is contingent upon the following:

- MI WDA ability to login as each of the newly created security roles

7. Configuration: Loan Conversion Process

Attributes of the deliverable

- Design and configuration of **one (1) level 2** workflow for the application process
- Design and configuration of the Loan Default document template including the following:
 - o Automatic user assignment properties

- Document creation agreement language
- Document identification number format
- Program description
- Document form template configuration including the following:
 - Up to **twelve (12) level 1** form design and build
 - Up to **four (4) level 2** form design and build
 - Up to **one (1) level 3** form design and build

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to three hundred and seventy-six (376) Agate resource hours may be used for the completion of this deliverable. If more than three hundred and seventy-six (376) hours are required, the Service Enhancements budget will be used.

8. Configuration: Appeal Process

Attributes of the deliverable

- Design and configuration of **one (1) level 1** workflow for the appeal process
- Design and configuration of the appeal document template including the following:
 - Automatic user assignment properties
 - Document creation agreement language
 - Document identification number format
 - Document form template configuration including the following:
 - Up to **three (3) level 1** form design and build
 - Up to **one (1) level 2** form design and build

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to ninety-six (96) Agate resource hours may be used for the completion of this deliverable. If more than ninety-six (96) hours are required, the Service Enhancements budget will be used.

9. Configuration: Repayment Process

Attributes of the deliverable

- Design and configuration of **one (1) level 2** workflow for the repayment process
- Design and configuration of the repayment document template including the following:
 - Automatic user assignment properties
 - Document creation agreement language
 - Document identification number format
 - Document form template configuration including the following:
 - Up to **three (3) level 1** form design and build

- Up to **two (2) level 2** form design and build

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to one hundred and fifty-six (156) Agate resource hours may be used for the completion of this deliverable. If more than one hundred and fifty-six (156) hours are required, the Service Enhancements budget will be used.

10. Configuration: Hardship Request Process

Attributes of the deliverable

- Design and configuration of **one (1) level 1** workflow for the Hardship Request process
- Design and configuration of the Hardship Request document template including the following:
 - Automatic user assignment properties
 - Document creation agreement language
 - Document identification number format
 - Document form template configuration including the following:
 - Up to **three (3) level 1** form design and build
 - Up to **two (2) level 2** form design and build

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to one hundred and twenty-four (124) Agate resource hours may be used for the completion of this deliverable. If more than one hundred and twenty-four (124) hours are required, the Service Enhancements budget will be used.

11. Configuration: Annual Reporting Process

Attributes of the deliverable

- Design and configuration of **one (1) level 2** workflow for the Annual Reporting process
- Design and configuration of the Annual Reporting document template including the following:
 - Automatic user assignment properties
 - Document creation agreement language
 - Document identification number format
 - Document form template configuration including the following:
 - Up to **five (5) level 1** form design and build
 - Up to **four (4) level 2** form design and build
 - Up to **one (1) level 1** form design and build

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to two hundred and ninety-two (292) Agate resource hours may be used for the

completion of this deliverable. If more than two hundred and ninety-two (292) hours are required, the Service Enhancements budget will be used.

12. Configuration: Service Submission Process

Attributes of the deliverable

- Design and configuration of **one (1) level 2** workflow for the Service Submission process
- Design and configuration of the Service Submission document template including the following:
 - o Automatic user assignment properties
 - o Document creation agreement language
 - o Document identification number format
 - o Document form template configuration including the following:
 - Up to **three (3) level 1** form design and build
 - Up to **two (2) level 2** form design and build

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to one hundred and fifty-six (156) Agate resource hours may be used for the completion of this deliverable. If more than one hundred and fifty-six (156) hours are required, the Service Enhancements budget will be used.

13. Configuration: Fund Disbursement & Contract Process

Attributes of the deliverable

- Design and configuration of **one (1) level 2** workflow for the Fund Disbursement & Contract process
- Design and configuration of the Fund Disbursement & Contract document template including the following:
 - o Automatic user assignment properties
 - o Document creation agreement language
 - o Document identification number format
 - o Document form template configuration including the following:
 - Up to **ten (10) level 1** form design and build
 - Up to **four (4) level 2** form design and build
 - Up to **one (1) level 1** form design and build

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to three hundred and fifty-two (352) Agate resource hours may be used for the completion of this deliverable. If more than three hundred and fifty-two (352) hours are required, the Service Enhancements budget will be used.

14. Configuration: Financial Closeout Process

Attributes of the deliverable

- Design and configuration of the closeout components within the existing loan document template including the following:
 - o Document form template configuration including the following:
 - Up to **three (3) level 1** form design and build
 - Up to **two (2) level 2** form design and build

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to one hundred and twenty-four (124) Agate resource hours may be used for the completion of this deliverable. If more than one hundred and twenty-four (124) hours are required, the Service Enhancements budget will be used.

15. SIGMA Financial System Interface

Attributes of the deliverable

- Design and development of **one (1)** 2-way system interface between the IntelliGrants system and one (1) external SIGMA Financial system including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will send data from the IntelliGrants system to the external system or an intermediate system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will receive data from the external system into the IntelliGrants system

Deliverable risks / assumptions

- Limit of one (1) API/File from the IntelliGrants system
- Limit of one (1) API/File to the IntelliGrants system
- All data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development
- MI WDA will provide information related to the preferred structure of each file to be exchanged
- MI WDA will provide sample import and export files for reference
- MI WDA will be responsible for all work related to accepting and processing data within the external system and for exporting data from the external system
- MI WDA is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to one hundred and twenty (120) Agate resource hours may be used for the completion of this deliverable. If more than one hundred and twenty (120) hours are required, the Service Enhancements budget will be used.

16. FDGS Payment System Interface

Attributes of the deliverable

- Design and development of **one (1)** 2-way system interface between the IntelliGrants system and one (1) external FDGS payment system including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will send data from the IntelliGrants system to the external system or an intermediate system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will receive data from the external system into the IntelliGrants system

Deliverable risks / assumptions

- Limit of one (1) API/File from the IntelliGrants system
- Limit of one (1) API/File to the IntelliGrants system
- All data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development
- MI WDA will provide information related to the preferred structure of each file to be exchanged
- MI WDA will provide sample import and export files for reference
- MI WDA will be responsible for all work related to accepting and processing data within the external system and for exporting data from the external system
- MI WDA is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.
- MI WDA is responsible for all licensing related to the payment system that IntelliGrants will interface with

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to one hundred and twenty (120) Agate resource hours may be used for the completion of this deliverable. If more than one hundred and twenty (120) hours are required, the Service Enhancements budget will be used.

17. Treasury Collections System Interface

Attributes of the deliverable

- Design and development of **one (1)** 2-way system interface between the IntelliGrants system and one (1) external Treasury system including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will send data from the IntelliGrants system to the external system or an intermediate system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will receive data from the external system into the IntelliGrants system

Deliverable risks / assumptions

- Limit of one (1) API/File from the IntelliGrants system
- Limit of one (1) API/File to the IntelliGrants system
- All data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development
- MI WDA will provide information related to the preferred structure of each file to be exchanged
- MI WDA will provide sample import and export files for reference
- MI WDA will be responsible for all work related to accepting and processing data within the external system and for exporting data from the external system
- MI WDA is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to one hundred and twenty (120) Agate resource hours may be used for the completion of this deliverable. If more than one hundred and twenty (120) hours are required, the Service Enhancements budget will be used.

18. CEPI System Interface

Attributes of the deliverable

- Design and development of **one (1)** 2-way system interface between the IntelliGrants system and one (1) external Treasury system including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will send data from the IntelliGrants system to the external system or an intermediate system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will receive data from the external system into the IntelliGrants system

Deliverable risks / assumptions

- Limit of one (1) API/File from the IntelliGrants system
- Limit of one (1) API/File to the IntelliGrants system
- All data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development

- MI WDA will provide information related to the preferred structure of each file to be exchanged
- MI WDA will provide sample import and export files for reference
- MI WDA will be responsible for all work related to accepting and processing data within the external system and for exporting data from the external system
- MI WDA is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to one hundred and twenty (120) Agate resource hours may be used for the completion of this deliverable. If more than one hundred and twenty (120) hours are required, the Service Enhancements budget will be used.

19. Wage Records System Interface

Attributes of the deliverable

- Design and development of **one (1)** 2-way system interface between the IntelliGrants system and one (1) external Wage Records system including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will send data from the IntelliGrants system to the external system or an intermediate system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will receive data from the external system into the IntelliGrants system

Deliverable risks / assumptions

- Limit of one (1) API/File from the IntelliGrants system
- Limit of one (1) API/File to the IntelliGrants system
- All data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development
- MI WDA will provide information related to the preferred structure of each file to be exchanged
- MI WDA will provide sample import and export files for reference
- MI WDA will be responsible for all work related to accepting and processing data within the external system and for exporting data from the external system
- MI WDA is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to one hundred and twenty (120) Agate resource hours may be used for the completion of this deliverable. If more than one hundred and twenty (120) hours are required, the Service Enhancements budget will be used.

20. MIDAS System Interface

Attributes of the deliverable

- Design and development of **one (1)** 2-way system interface between the IntelliGrants system and one (1) external MIDAS system including the following:
 - o Mapping of data elements required for the interface with those within the IntelliGrants system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will send data from the IntelliGrants system to the external system or an intermediate system
 - o Development of an automated process (e.g. Web Service, SFTP Batch) that will receive data from the external system into the IntelliGrants system

Deliverable risks / assumptions

- Limit of one (1) API/File from the IntelliGrants system
- Limit of one (1) API/File to the IntelliGrants system
- All data elements required for mapping and interface must exist within the IntelliGrants system prior to interface development
- MI WDA will provide information related to the preferred structure of each file to be exchanged
- MI WDA will provide sample import and export files for reference
- MI WDA will be responsible for all work related to accepting and processing data within the external system and for exporting data from the external system
- MI WDA is responsible for ensuring that data sent to the IntelliGrants system contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to one hundred and twenty (120) Agate resource hours may be used for the completion of this deliverable. If more than one hundred and twenty (120) hours are required, the Service Enhancements budget will be used.

21. MILogin Single Sign-on Authentication

Attributes of the deliverable

- The IntelliGrants system will be integrated with the MI WDA identity authentication solution MILogin
- Installation of Single Sign-On components enabling MI WDA internal users with existing credentials stored in the identity authentication solution to login to the IntelliGrants system without the need to register for additional credentials

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to one hundred and twenty (120) Agate resource hours may be used for the completion of this

deliverable. If more than one hundred and twenty (120) hours are required, the Service Enhancements budget will be used.

22. Legacy Data Migration

Attributes of the deliverable

- Mapping of data elements from the source system(s) to those within the IntelliGrants system
- Migration of external user organization's profile information (e.g. name, address, phone number)
- Migration of document data elements including applications, agreements and post award reports
- Post-migration report to be provided to MI WDA which can be used to validate migrated data

Deliverable risks / assumptions

- All data elements required for mapping and migration must exist within the IntelliGrants system prior to interface development
- MI WDA SME will assist with the data mapping process
- MI WDA will provide information about the data/table relationships within the source system(s)
- MI WDA will provide sample data used to develop the migration process
- Any modifications to the source system data after approval to migrate data into the IntelliGrants system will be required to go through the Change Management process
- An unlimited number of records may be imported
- MI WDA will submit data to Agate in an electronic, machine-readable format such .xlsx, .csv, .bak, etc.
- Individual users will not be migrated into the system. They will be required to register and associated with one or more of the migrated organizations
- Agate will convert all submitted information into the MI WDA production site only once, unless Agate caused defects exist
- MI WDA is responsible for ensuring submitted data contains no errors including duplicate data, spelling errors, etc.

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed. Up to one hundred and twenty (120) Agate resource hours may be used for the completion of this deliverable. If more than one hundred and twenty (120) hours are required, the Service Enhancements budget will be used.

23. IGX Reporting Package

IntelliGrants reports return data from the system into an on-screen, paginated, tabular or chart format. These reports typically contain calculations or logic that are performed at the time of report execution in the system.

Attributes of the deliverable

- Up to **two (2)** Paginated reports which include up to 3 data filters, 10 data elements and 5 pages when designed, exportable to PDF, Word, XLSX, CSV, XML.
- Up to **five (5)** tabular reports which include 3 data filters and 10 data elements exportable to XLSX, CSV, XML.
- Up to **three (3)** visual dashboard panels including up to 1 data filter and up to 5 data elements.

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Validation of UAT testing by MI WDA on the Reporting Package components in the Shared Development environment.

24. Service Enhancements

Agate Software will provide additional enhancement services at the request of MI WDA during and after initial system implementation. System Enhancements will be tracked through the Change Management Process. This deliverable includes up to **five hundred (500)** Agate resource hours. The following non-exhaustive list contains examples of what the Service Enhancements deliverable may be used for.

- Changes to Approved Forms
- Changes to Approved Business Rules
- Changes to Approved Security Roles
- Changes to Approved Workflows
- Additional Grant Programs
- Additional Business Meetings
- Additional System Interfaces
- Roll over services - defined as making a copy of a current grant program and changing the grant cycle dates for the next grant cycle year (e.g. Changing or rolling over the dates from 2020 to 2021)
- Additional Management Reports
- System Customizations

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed.

25. MI WDA Staff Training Manual

Attributes of the deliverable

- One (1) MI WDA staff training manual
 - o One (1) electronic copy in PDF format
 - o Up to seventy-five (75) pages

- MI WDA-specific content (i.e. terminology, screenshots)
- Manual will be made available through a hyperlink contained within the IntelliGrants system

Deliverable risks / assumptions

- After the final version of the manual is delivered, further updates to the manual will only be made at the request of the customer

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion and delivery of the training manual

26. External User Training Manual

Attributes of the deliverable

- One (1) external user training manual
 - One (1) electronic copy in PDF format
 - Up to fifty (50) pages
 - MI WDA-specific content (i.e. terminology, screenshots)
- Manual will be made available through a hyperlink contained within the IntelliGrants system

Deliverable risks / assumptions

- After the final version of the manual is delivered, further updates to the manual will only be made at the request of the customer

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion and delivery of the training manual

27. Webcast MI WDA Staff Training

Attributes of the deliverable

- One (1) session of webcast system training for administrative users, up to four (4) hours
- Training agenda
- Recording of the provided training session can be made available to through the IntelliGrants system

Deliverable risks / assumptions

- Training sessions are limited to twenty (20) participants
- Training is limited to MI WDA staff
- MI WDA will be required to supply the meeting/training room, an internet connection and a projector, if needed

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion of one (1) session of training

28. Webcast External User Training

Attributes of the deliverable

- One (1) session of webcast system training for external users, up to four (4) hours
- Training agenda
- Recording of the provided training session can be made available to through the IntelliGrants system

Deliverable risks / assumptions

- Training sessions are limited to five hundred (500) participants
- Training is limited to MI WDA's external users
- MI WDA will be required to supply the meeting/training room, an internet connection and a projector, if needed

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion of one (1) session of training

29. Webcast Report Builder Training

Attributes of the deliverable

- One (1) session of webcast Report Builder training for administrative users, up to four (4) hours
- Training agenda
- Installation of a MI WDA training site, available for three (3) months from the date of the training sessions
- Creation of a Report Builder security role, with access to the report builder utility
- Training Agenda
- Report Builder training Manual

Deliverable risks / assumptions

- Training sessions are limited to five (5) participants
- Training is limited to MI WDA staff
- MI WDA will be required to supply the meeting/training room, an internet connection and a projector, if needed

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion of one (1) session of training

30. Annual Support

Attributes of the deliverable

- Live help desk support (8:00 am - 8:00 pm EST, Mon. – Fri.), our call center is housed and staffed at our Okemos, Michigan headquarters and can be contacted to discuss product related questions. The helpdesk can be reached toll free at 800-820-1890 or by email at helpdesk@agatesoftware.com.
- Access to our proprietary, online web-based issue resolution tool ProjectTrax which is available 24 hours a day, 7 days a week and 365 days a year for problem reporting and project tracking.
- Weekly system pushes for patches, and bug fixes.
- Quarterly global updates to the IntelliGrants product which affects all customers on the IntelliGrants platform. These updates are outlined in our corresponding quarterly Product Release Notes.

Deliverable risks / assumptions

- For customers that perform their own configuration changes, annual support does not cover customer-caused defects by improper use of the system

Annual Support will be invoiced the day the IntelliGrants product is installed in a live production environment and once annually, each year thereafter.

Out of Scope

Any requirement or work requested that is not contained in this statement of work or associated contract will be considered out of scope for this engagement. Pricing for out of scope work requests are available upon request.

Project Methodology

Establishment of an Empowered Point of Contact

An IntelliGrants implementation requires at least one designated customer resource (typically the customer Project Manager) to manage customer resources and decisions (e.g. requirements and deliverable sign-offs). This resource should expect to commit up to twenty (20) hours per week for the IntelliGrants project during the implementation phase. The empowered Point of Contact must also meet the following criteria:

- Must read and understand the contractual requirements for the project
- Must attend all project meetings
- Must have working knowledge of project management processes
- Must understand the change management process and budget pertaining to the project
- Must have authority to make final decisions regarding IntelliGrants implementation

Scheduling Meetings

Agate Software will coordinate with the assigned customer Project Manager for any meetings requiring key customer resources to be in attendance. Key customer resource availability will be confirmed and approved a minimum of one (1) week prior to the respective meeting. Any unreasonable meeting cancellations, consistent unavailability, and/or delays by assigned customer resources that adversely affect scheduled meetings and/or travel arrangements could affect the overall implementation timeline and may result in additional cost for professional services. Such occurrences will be documented by the Agate Project Lead and brought to the Customer Project Manager's attention for resolution and impact analysis.

Travel and Onsite Services

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

ProjecTrax

ProjecTrax is a proprietary web-based software product developed by Agate to facilitate the tracking of tasks and as a document repository. ProjecTrax is accessible by Agate and customer resources and will be used throughout the course of the project. Customer access to ProjecTrax will be limited to key customer resources.

ProjecTrax allows a user to enter a task, provide a description and requested due date. All description text and status updates for a task will be tracked within ProjecTrax. Email notifications can also be sent each time a new message is added or each time a task status is updated.

During the implementation phase, ProjecTrax will be used to inform key customer resources which functional elements of the system are ready for customer design review and UAT. The customer's feedback will be

recorded in ProjectTrax. All final approvals of designs and UAT must be recorded by the customer within ProjectTrax.

Change Management Process

The Change Management Process is in place to manage customer requirements and/or change requests that are considered “Out of Scope” based on the terms of the current statement of work for the engagement. The Change Management Process is comprised of the steps outlined below.

There are a series of project documents that, once initially approved, may not be changed and republished without review and approval. These documents are considered “under change control” once initially approved. The goal of Change Management Process is to ensure that only approved changes are made within the project whether to scope, budget, schedule or quality.

The three components of the Change Management Process are:

- Base-lining project documentation
- Requesting changes to base-lined documentation
- Requesting additional requirements or functionality not initially in scope

The documentation baseline is created as project deliverables are approved by the customer. After this baseline has been defined, any requested changes must be through the Change Management Process. Scope change requests can be a result of changes or additions to the baseline requirements and/or new modifications to the deliverables, activities, or quality standards. For example:

- New business requirements would be additions
- Deciding not to implement components already built would be a deletion
- A reversal of a prior design decision during build and test would be a change (rework)

The Change Management Process allows the project team to make changes to the original baseline. One of the goals of this process is to make definitive decisions so that projects can maintain their momentum. Changes must be actively controlled, as unmanaged changes commonly lead to unsuccessful projects.

1. Customer Identifies Change Request

The Customer Project Sponsor or Customer Project Manager will document the change request as a Task in ProjectTrax. The Agate Team Lead or Project Lead may request that the customer also upload a completed Change Request form to the Task.

2. Agate Reviews ProjectTrax Task

The Agate Team Lead or Project Lead will review the Task. If additional information is requested, the Task can be sent back to the customer via ProjectTrax. The Agate resource may also request a meeting for further clarifications.

3. Agate Analysis and Recommendation

Agate will respond the ProjecTrax Task with analysis comments and recommendations for configuration. The recommendation will include a description of the impact to the budget and timeline.

4. Agate and Customer Review and Negotiation

Based on the information provided by Agate, the customer will make a “Go” or “No Go” decision. That decision may be based on updates that need to be made to the request and negotiations on the cost and time estimates.

5. Agate Develops Task Order

The Task Order will be developed by either the Agate Team Lead or Account Manager. The Task Order will document the work to be performed, acceptance criteria, Agate resources assigned to the Task Order, Agate resources estimated hours, Agate resources estimated cost, total amount to be paid for the Task Order and Task Order acceptance criteria.

Configuration Process

Agate Software will use a phased approach for designing an IntelliGrants configuration for the customer. Although the configuration process can be slightly altered based on the needs of each individual project, the principles used to derive each Project Configuration Methodology are consistent.

Agate Software integrates industry best practices for application configuration, tracking and review. This process was developed and refined using numerous years of project management expertise as a foundation and by using the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) and Software Engineering Institute (SEI) Capability Maturity Model (SEI-CMM) as the baseline sources for project management and systems review. Below are seven (7) Project Phases commonly used in the Project Configuration Methodology:

- Planning Phase (Project Plan/Resource Plan Development)
- Analysis Phase (Requirements Gathering)
- Design Phase (Requirements Documentation and Review)
- Build Phase (Configuration/Testing)
- Configuration Phase (Customer Validation)
- Post-Configuration Phase (Training Phase)
- Annual Support Phase

Although sequential in concept, many of these phases occur repeatedly for each major system functional area. Some system functional areas may be on a different cycle depending on the needs of the project or on stakeholder decisions. There are also conditions under which execution of a phase can be interrupted to recycle through a preceding phase (or phases) in order to update some aspect of that predecessor phase's deliverables.

Each of the phases consists of one or more tasks and/or activities. The tasks describe what actions and deliverables are necessary to accomplish the phase's objectives. The tasks are composed of sub-tasks and/or activities required to support the output deliverable for each phase. Each of the basic phases has a specific objective or purpose. Each phase assumes specific input(s) and in turn produces specified output(s) or deliverable(s).

Planning, Analysis and Design

Agate Software will start the Planning and Analysis Phases with an onsite meeting to gather information required for the project. The focus of the onsite sessions, directed by Agate Software, is to clarify system requirements typically with the focus on driving the customer from the current “As Is” process to an electronic workflow process.

Following the onsite gathering sessions, an updated Project Plan will be created by Agate Software which includes a listing of all system requirements required to start building the program. Agate Software will incorporate “gated” milestones as a decision point for proceeding to subsequent phases or activities of the project plan which will not begin until approval has been given by the customer. Approval of the deliverables may include design documentation, user specifications or other requirement documentation however, acceptance of the deliverables by the customer will occur at the gated milestones before moving forward to the next phase. All software configuration and testing work will be directed by the Agate Project Manager/Lead and will take place at Agate Software.

Configuration and Testing

All configuration required for this project follows a strict software configuration methodology adopted by Agate Software to ensure the tasks necessary for this project are completed on time and work properly. This is especially worthwhile to note due to the impact this methodology has on accelerating a project timeline to the benefit of the customer.

Agate Software resources begin the construction of a project in a Shared Development environment hosted by Agate Software. This Shared Development environment is where Agate Software resources will do most of the configuration work for the project, and it will be configured to closely reflect the production environment on which the system will ultimately reside.

Once functionality has been completed, tested, and approved by Agate Software resources on the Shared Development environment, customer resources will be given a URL that will allow for the review of functionality before it is released to the Production environment. This Shared Development site will allow customer resources to perform User Acceptance Testing (UAT) in parallel with Agate Software’s continued configuration efforts on the next approved design specification or requirement. UAT is performed and minor modifications and testing defect corrections are completed.

Documentation and Training

All related documentation such as Customer Staff and Applicant User Manuals can be made available in a chosen format (PDF or MS Word) and accessed within the IntelliGrants system. Customer Staff and Applicant User manuals are technical in nature; they will explain navigation and basic IntelliGrants functionality. Specific business rules are not included.

Training resources are essential to the effective and efficient operation of any system. Providing resources with the tools they need to do their activities and giving them training opportunities which allow them to use the system at full potential are critical elements of success. Training sessions will be designed to focus on specific concepts that will ultimately ensure that the customer and their end-users fully understand how to perform their functions within the system. Agate Software will work with the customer to confirm the final training plan during the Post-Implementation Phase of the project.

Risks and Unknowns

The following identifies various risks and unknowns that potentially could impact the meeting of project timelines and/or the ultimate success of the project. Solutions to minimize and resolve these risks have been identified below.

Failure by either party to maintain one (1) Primary Point of Contact.

- If one of the parties becomes difficult to contact and decisions are not being made, a meeting will be called to discuss and reappoint a decision maker or discuss alternatives
- Agate and the Customer Sponsor and Project Manager will stop to assess and determine a plan to reinstate a point of contact
- Identify on weekly report
- If required decisions are not made according to the project schedule, then identify any impact to cost or schedule

Lack of key customer resources to attend design and status meetings during the project.

- Agate will request vacation and holiday schedule from the customer
- If availability becomes an issue, Agate will communicate this to Customer Project Manager via email
- If meetings are missed, Agate will work to reschedule meeting with staff through Customer Project Manager
- If required decisions are not made according to the project schedule, then identify any impact to cost and/or schedule

There is unforeseen turnover of key personnel critical to the success of the project.

- Identify on status reports to customer
- Identify any impact to schedule
- A meeting will be called between Agate and the Customer Project Manager to review and evaluate the impact
- Knowledge transfer sessions will be used to educate the newly identified personnel. The knowledge transfer sessions will be conducted using the project documentation along with secondary key project resources

Failure to follow communication plan agreed to at the onset of the project by the customer and Agate Software.

- Agate will stop and assess. A meeting will be called to determine the issue(s)
- The issue(s) will be reviewed, and suggestions offered to rectify the issue(s)

Failure of both parties to follow the process of entering and updating items in ProjecTrax in a timely manner.

- A meeting will be called to determine the issue(s)
- The issue(s) will be reviewed, and suggestions offered to rectify the issue(s)

Decisions and approvals are not made in a timely manner by the customer resulting on impacting to project timeline.

- A meeting will be called between Agate and the Customer Project Manager to review and evaluate the problem
- Identify any impact to schedule

Customer requests additional functionality that was not included in the original Scope of Work and requires additional costs beyond the original project budget and schedule.

- Agate will request a meeting with the customer and determine a plan to alleviate the risk
- Identify and document new requirements
- Agate will give recommendations on whether the request should be considered; recommendations will be given based on validity of the request and whether the customer should consider existing IntelliGrants functionality which provides better efficiencies.
- If additional functionality is still required, Agate will begin the Change Management Process

Changes requested to designs or configured components after customer approval

- Agate will request a meeting with the customer and determine a plan to alleviate the risk
- Identify and document new requirements
- Agate will give recommendations on whether the request should be considered; recommendations will be given based on validity of the request and whether the customer should consider existing IntelliGrants functionality which provides better efficiencies.
- If changes are still required, Agate will begin the Change Management Process

Pricing

	Qty	IntelliGrants Initial Configuration	Unit Cost	Deliverable Cost
1	1	Product Software License	\$ -	\$ -
2	1	Product Installation	\$ 30,000.00	\$ 30,000.00
3	1	Onsite Project Kickoff Meeting	\$ 9,000.00	\$ 9,000.00
4	1	Product Branding	\$ 1,200.00	\$ 1,200.00
5	1	Project Management	\$ 22,400.00	\$ 22,400.00
6	1	Product Security Role Setup	\$ 6,600.00	\$ 6,600.00
7	376	Configuration: Loan Conversion Process	\$ 100.00	\$ 37,600.00
8	96	Configuration: Appeal Process	\$ 100.00	\$ 9,600.00
9	156	Configuration: Repayment Process	\$ 100.00	\$ 15,600.00
10	124	Configuration: Hardship Request Process	\$ 100.00	\$ 12,400.00
11	292	Configuration: Annual Reporting Process	\$ 100.00	\$ 29,200.00
12	156	Configuration: Service Submission Process	\$ 100.00	\$ 15,600.00
13	352	Configuration: Fund Disbursement & Contract Process	\$ 100.00	\$ 35,200.00
14	124	Configuration: Financial Closeout Process	\$ 100.00	\$ 12,400.00
15	120	Professional Services: SIGMA System Interface	\$ 100.00	\$ 12,000.00
16	120	Professional Services: FDGS Payment System Interface	\$ 100.00	\$ 12,000.00
17	120	Professional Services: Treasury Collections System Interface	\$ 100.00	\$ 12,000.00
18	120	Professional Services: CEPI System Interface	\$ 100.00	\$ 12,000.00
19	120	Professional Services: Wage Records System Interface	\$ 100.00	\$ 12,000.00
20	120	Professional Services: MIDAS System Interface	\$ 100.00	\$ 12,000.00
21	120	MILogin Single Sign-on	\$ 100.00	\$ 12,000.00
22	120	Legacy Data Migration	\$ 100.00	\$ 12,000.00
23	1	IGX Reporting Package	\$ 9,400.00	\$ 9,400.00
24	500	Service Enhancements (500 hours at \$100/hr.)	\$ 100.00	\$ 50,000.00
25	1	MI WDA Staff Training Manual	\$ 3,400.00	\$ 3,400.00
26	1	External User Training Manual	\$ 2,400.00	\$ 2,400.00
27	1	Webcast MI WDA Staff Training	\$ 1,600.00	\$ 1,600.00
28	1	Webcast External User Training	\$ 1,200.00	\$ 1,200.00
29	1	Webcast Report Builder Training	\$ 12,500.00	\$ 12,500.00
Project Total				\$ 413,300.00

		Ongoing Annual Support and Annual Hosting	Extended Cost
30	1	Annual Support Package	\$ 30,286.00
Project Total			\$ 443,586.00



July 2, 2019

Submitted to:

Michigan Department of Natural Resources

Attention:

Lance Brooks
Project Manager
Department of Natural Resources
517-284-5971

MI DNR IntelliGrants Statement of Work

Submitted By:

Agate Software, Inc.
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Overall Assumptions

- Each design produced (workflow, form, tool, manual, etc.) allows for only two (2) design iterations with MI DNR. If more iterations of a design are required, the Service Enhancements budget will be used
- Workflow designs must be approved by the customer prior to any workflow configuration being started
- Any system component that requires modification after design approval or UAT approval must go through the change management process
- For customer on-premise hosted systems, customers will provide their own network and server support

Workflow and Form Design and Build Level Definitions

Any changes to an approved design or configuration must go through the Change Management Process.

Workflow Design and Build Levels

- Level 1 Workflow Design
 - o Design of up to ten (10) documented workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 1 Workflow Build
 - o Configuration of up to ten (10) workflow statuses with up to fifteen (15) workflow status connections; Five (5) automated notifications.
- Level 2 Workflow Design
 - o Design of Up to thirty (30) documented workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Up to two (2) custom SQL instances.
- Level 2 Workflow Build
 - o Configuration of up to thirty (30) workflow statuses with up to forty-five (45) workflow status connections; Fifteen (15) automated notifications; Programming of up to two (2) custom SQL instances.
- Level 3 Workflow Design
 - o Design of Up to fifty (50) documented workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Up to five (5) custom SQL instances.
- Level 3 Workflow Build
 - o Configuration of up to fifty (50) workflow statuses with up to seventy-five (75) workflow status connections; Twenty-five (25) automated notifications; Programming of up to five (5) custom SQL instances.

Form Design and Build Levels

- Level 1 Form Design & Build
 - o Design and configuration of up to twenty (20) data fields, up to a total of ten (10) business rules (error checks, warnings and arithmetic calculations) and PDF version of the form. Form build does not include data-driven fields or custom SQL.
- Level 2 Form Design & Build
 - o Design and configuration of up to forty (40) data fields, fifteen (15) business rules (error checks, warnings and arithmetic calculations) and PDF version of the form. Form build includes either data-driven fields OR custom SQL.
- Level 3 Form Design & Build
 - o Configuration of up to eighty (80) data fields, thirty (30) business rules (error checks, warnings and algebraic calculations) and PDF version of the form. Form build includes both data-driven fields and custom SQL.

Project Scope

The following document contains project scope assumptions that apply to the MI DNR implementation of the IntelliGrants electronic grants management system. This document is intended to serve as the framework for the configuration of IntelliGrants for the MI DNR. To ensure a timely and successful project, Agate Software will only configure from the design documentation that is approved by the MI DNR.

Project Deliverables

DNR Grants Rollovers

1. Project Construction

- Rollover existing Trust Fund, Land & Water, and Rec. Passport Project Construction
- Make necessary changes to the TF, LW, and RP Project Construction
- Test updated TF, LW, and RP Project Construction
- The level of effort shall not exceed 15 hours

2. Marine Safety Grant Application

- Rollover Marine Safety Grant Application
- Make necessary changes to the Application
- Test updated Application
- The level of effort shall not exceed 40 hours

3. Marine Safety Grant

- Rollover Marine Safety Grant
- Make necessary changes to the Grant
- Test updated Grant
- The level of effort shall not exceed 25 hours

4. Michigan DNR Trust Fund Application

- Rollover Michigan DNR Trust Fund Application
- Make necessary changes to the Application
- Test updated Application
- The level of effort shall not exceed 40 hours

5. Trust Fund Grant

- Rollover Trust Fund Grant
- Make the necessary changes to the Grant
- Test updated Grant
- The level of effort shall not exceed 25 hours

6. Marine Safety Reimbursement

- Rollover Marine Safety Reimbursement
- Make the necessary changes to the Reimbursement
- Test updated Reimbursement

- The level of effort shall not exceed 15 hours

7. Land and Water Conservation Application

- Rollover Land and Water Conservation Application
- Make the necessary changes to the Application
- Test updated Application
- The level of effort shall not exceed 40 hours

8. Land and Water Conservation Grant

- Rollover Land and Water Conservation Grant
- Make the necessary changes to the Grant
- Test updated Grant
- The level of effort shall not exceed 25 hours

9. Rec. Passport Application

- Rollover Rec. Passport Application
- Make the necessary changes to the Application
- Test updated Application
- The level of effort shall not exceed 40 hours

10. Rec. Passport Grant

- Rollover Rec. Passport Grant
- Make the necessary changes to the Grant
- Test updated Grant
- The level of effort shall not exceed 25 hours

11. Property Acquisition Report

- Rollover Property Acquisition Report
- Make the necessary changes to the Report
- Test updated Report
- The level of effort shall not exceed 15 hours

12. Local Financial Request

- Rollover Local Financial Request Report
- Make the necessary changes to the Report
- Test updated Report
- The level of effort shall not exceed 15 hours

Professional Services Enhancements

13. Rec Grants Enhancements

Agate Software will provide additional enhancement services at the request of DNR. Additional work will be time and materials based and invoicing will be sent on the 16th of each month as service configuration work is performed. This section includes up to 250 hours for enhancements outside of the listed deliverable services. The following list is an example of what changes would be covered under service enhancements.

- Changes to Forms
- Changes to Business Rules
- Changes to Security Roles
- Changes to the Workflow
- Additional Grant Programs
- Additional Management Reports
- Roll over services- Rollover services are defined as making a copy of a current grant program and changing the dates for the next grant cycle year (e.g. Changing or rolling over the dates from 2019 to 2020)

Agate must receive formal written approval from the Michigan Department of Natural Resources (DNR) prior to performing any work under this service contract. That approval/authorization will be in the form of a signed Statement of Work.

Annual Support

14. Annual Support

Attributes of the deliverable

- Live help desk support (8:00 am - 8:00 pm EST, Mon. – Fri.), our call center is housed and staffed at our Okemos, Michigan headquarters and can be contacted to discuss product related questions. The helpdesk can be reached toll free at 800-820-1890 or by email at helpdesk@agatesoftware.com.
- Access to our proprietary, online web-based issue resolution tool ProjectTrax which is available 24 hours a day, 7 days a week and 365 days a year for problem reporting and project tracking.
- Weekly system pushes for patches, and bug fixes.
- Quarterly global updates to the IntelliGrants product which affects all customers on the IntelliGrants platform. These updates are outlined in our corresponding quarterly Product Release Notes.

Deliverable risks / assumptions

- For customers that perform their own configuration changes, annual support does not cover customer-caused defects by improper use of the system
- If MI DNR decides to move forward with the upgrade to IGX prior to 11/1/2019 the Annual Support cost will be waived during this fiscal year.

Annual Hosting

15. Annual Hosting

Attributes of the deliverable

- One (1) MI DNR Production environment maintained by Agate; available to MI DNR staff, and sub-grantees for production use
- Promotion of regular configuration updates and quarterly product updates to the production environment
- Network maintenance and administration
- Database server maintenance and administration
- Application server maintenance and administration
- Application and renewal of SSL security certificate for any *.intelligrants.com URL selected by the customer
- System backups will be taken as follows:
 - o Daily for seven (7) days
 - o Weekly for six (6) weeks
 - o Monthly for twelve (12) months
 - o Annually for ten (10) years
- In the event of a system restoration, the system can be restored within forty-eight (48) hours

Annual Hosting will be invoiced the day the IntelliGrants product is installed in a live production environment and once annually, each year thereafter.

Invasive Species Program Build

Configuration: Application Process

Attributes of the deliverable include the following:

- Configuration of one (1) Work Flow for the Application Process
 - Workflow Design Level 2
 - Creation of the Work Flow Document
 - MI DNR must sign-off on the Work Flow Document design before configuration can begin
 - Workflow Build Level 2
- Configuration of the Application Document Templates for use with various grant programs
 - Includes the following:
 - Creation of the Application Template Design Documents
 - Document Template Properties
 - Form Menu Structure
 - Detailed design of each data capture form
 - Field Types and Names
 - Business Rules (required fields, error checks, etc.)
 - Calculations
 - Limit of thirty-three (33) forms will be configured
 - Nine (9) Level 1 Form Design and Build
 - Seven (7) Level 2 Form Design and Build
 - Seventeen (17) Level 3 Form Design and Build
 - MI DNR must sign-off on the Design Document before configuration can begin

Configuration: Grant Process

Attributes of the deliverable include the following:

- Configuration of one (1) Work Flow for the Grant Process
 - Workflow Design Level 2
 - Creation of the Work Flow Document
 - MI DNR must sign-off on the Work Flow Document design before configuration can begin
 - Workflow Build Level 2
- Configuration of the Grant Document Templates for use with various grant programs
 - Includes the following:
 - Creation of the Grant Template Design Documents
 - Document Template Properties
 - Form Menu Structure
 - Detailed design of each data capture form
 - Field Types and Names
 - Business Rules (required fields, error checks, etc.)

- Calculations
- Limit of nineteen (19) forms will be configured
 - Six (6) Level 1 Form Design and Build
 - Six (6) Level 2 Form Design and Build
 - Seven (7) Level 3 Form Design and Build
- MI DNR must sign-off on the Design Document before configuration can begin

Configuration: PSB Process

Attributes of the deliverable include the following:

- Configuration of one (1) Work Flow for the PSB Document Template
 - Workflow Design Level 2
 - Creation of the Work Flow Document
 - MI DNR must sign-off on the Work Flow Document design before configuration can begin
 - Workflow Build Level 2
- Configuration of the PSB Document Template for use with various grant programs
 - Includes the following:
 - Creation of the PSB Template Design Documents
 - Document Template Properties
 - Form Menu Structure
 - Detailed design of each data capture form
 - Field Types and Names
 - Business Rules (required fields, error checks, etc.)
 - Calculations
 - Limit of four (4) forms will be configured
 - One (1) Level 1 Form Design and Build
 - One (1) Level 2 Form Design and Build
 - Three (3) Level 3 Form Design and Build
 - MI DNR must sign-off on the Design Document before configuration can begin

Configuration: Reimbursement Process

Attributes of the deliverable include the following:

- Configuration of one (1) Work Flow for the Reimbursement Process
 - Workflow Design Level 2
 - Creation of the Work Flow Document
 - MI DNR must sign-off on the Work Flow Document design before configuration can begin
 - Workflow Build Level 2
- Configuration of the Reimbursement Document Template for use with various grant programs
 - Includes the following:
 - Creation of the Reimbursement Template Design Documents
 - Document Template Properties

- Form Menu Structure
- Detailed design of each data capture form
 - Field Types and Names
 - Business Rules (required fields, error checks, etc.)
 - Calculations
- Limit of seven (7) forms will be configured
 - Three (3) Level 1 Form Design and Build
 - Six (6) Level 2 Form Design and Build
 - One (1) Level 3 Form Design and Build
- MI DNR must sign-off on the Design Document before configuration can begin

Wildlife Program Build

Configuration: Application Process

Attributes of the deliverable include the following:

- Configuration of one (1) Work Flow for the Application Process
 - Workflow Design Level 2
 - Creation of the Work Flow Document
 - MI DNR must sign-off on the Work Flow Document design before configuration can begin
 - Workflow Build Level 2
- Configuration of the Application Document Templates for use with various grant programs
 - Includes the following:
 - Creation of the Application Template Design Documents
 - Document Template Properties
 - Form Menu Structure
 - Detailed design of each data capture form
 - Field Types and Names
 - Business Rules (required fields, error checks, etc.)
 - Calculations
 - Limit of fourteen (14) forms will be configured
 - Three (3) Level 1 Form Design and Build
 - Two (2) Level 2 Form Design and Build
 - Nine (9) Level 3 Form Design and Build
 - MI DNR must sign-off on the Design Document before configuration can begin

Configuration: Grant Process

Attributes of the deliverable include the following:

- Configuration of one (1) Work Flow for the Grant Process
 - Workflow Design Level 2
 - Creation of the Work Flow Document
 - MI DNR must sign-off on the Work Flow Document design before configuration can begin
 - Workflow Build Level 2
- Configuration of the Grant Document Templates for use with various grant programs
 - Includes the following:
 - Creation of the Grant Template Design Documents
 - Document Template Properties
 - Form Menu Structure
 - Detailed design of each data capture form
 - Field Types and Names

- Business Rules (required fields, error checks, etc.)
- Calculations
- Limit of Six (6) forms will be configured
 - Two (2) Level 1 Form Design and Build
 - Four (4) Level 2 Form Design and Build
- MI DNR must sign-off on the Design Document before configuration can begin

Configuration: PSB Process

Attributes of the deliverable include the following:

- Configuration of one (1) Work Flow for the PSB Document Template
 - Workflow Design Level 2
 - Creation of the Work Flow Document
 - MI DNR must sign-off on the Work Flow Document design before configuration can begin
 - Workflow Build Level 2
- Configuration of the PSB Document Template for use with various grant programs
 - Includes the following:
 - Creation of the PSB Template Design Documents
 - Document Template Properties
 - Form Menu Structure
 - Detailed design of each data capture form
 - Field Types and Names
 - Business Rules (required fields, error checks, etc.)
 - Calculations
 - Limit of two (2) forms will be configured
 - One (1) Level 2 Form Design and Build
 - One (1) Level 3 Form Design and Build
 - MI DNR must sign-off on the Design Document before configuration can begin

Configuration: Reimbursement Process

Attributes of the deliverable include the following:

- Configuration of one (1) Work Flow for the Reimbursement Process
 - Workflow Design Level 2
 - Creation of the Work Flow Document
 - MI DNR must sign-off on the Work Flow Document design before configuration can begin
 - Workflow Build Level 2
- Configuration of the Reimbursement Document Template for use with various grant programs
 - Includes the following:
 - Creation of the Reimbursement Template Design Documents
 - Document Template Properties

- Form Menu Structure
- Detailed design of each data capture form
 - Field Types and Names
 - Business Rules (required fields, error checks, etc.)
 - Calculations
- Limit of eleven (11) forms will be configured
 - Two (2) Level 1 Form Design and Build
 - Four (4) Level 2 Form Design and Build
 - Five (5) Level 3 Form Design and Build
- MI DNR must sign-off on the Design Document before configuration can begin

Product Software License

MI DNR will receive a perpetual, non-exclusive IntelliGrants, version IGX Enterprise License governed by the terms of the associated license agreement.

An Enterprise License entitles the customer to the following:

- Unlimited number of users
- Full system support, including both Tier 1 (external users) and Tier 2 (customer staff)
- Unlimited document storage when using the Agate Cloud Hosting Service
- Ability to configure unlimited security roles
- Sam.gov system interface used for DUNS # verification
- Grants.gov system interface used by customers to seek additional funding opportunities
- Daily Data Warehouse export
- Ability to configure unlimited workflow processes
- Weekly configuration push
- Customer on-premise production environment hosting as an available option if not using Agate's hosting services
- System allows for the installation of additional system domains (e.g. departments, divisions)

Deliverable Assumptions include the following:

- The provided IntelliGrants IGX License Agreement must be signed prior to any work on additional deliverables being started

Sign-off and invoicing of the deliverable is contingent upon the following:

- IntelliGrants IGX License agreement has been signed by MI DNR

IGX Standard Upgrade Package

Attributes of the deliverable include the following:

- Upgrade of existing IntelliGrants 3.0/NLAF customer to IGX, including migration of all:
 - Workflows
 - Programs templates
 - Forms
 - Organizations
 - Users and User Data (Grants, Financial Reports, etc.)
- Stock IGX grantee manual
- Stock IGX administrative manual

Deliverable Risks/Assumptions are as follow:

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Program Data (configuration) migrated into the new shared development environment and user data (documents, users, etc.) migrated into the production environment

IGX Reconfiguration of Custom Tools, Modules, and Interfaces

Attributes of the deliverable include the following:

- Upgrade of existing IntelliGrants 3.0/NLAF DNR-specific Custom Tools, Modules, and Interfaces to work in the upgraded IGX platform. Items include:
 - o County Region Assignment Tool
 - o Person Region Assignment Tool
 - o Up to **eighty-five (85)** custom SQL Stored Procedures using for tools, reports, interfaces, etc.
 1. spwMI_DNR_EcexSQL_Reimbursement_Complete
 2. spwMI_DNR_ExecSQL_Amendment_Request_Page
 3. spwMI_DNR_ExecSQL_Amendment_Request_Submitted
 4. spwMI_DNR_ExecSQL_Amendment_Signatures_Required
 5. spwMI_DNR_ExecSQL_Director_Recommended
 6. spwMI_DNR_ExecSQL_Market_Value_Provided_to_Grantee
 7. spwMI_DNR_ExecSQL_Plans_and_Specs_Approved
 8. spwMI_DNR_ExecSQL_Pre_Appraisal_Docs_Approved
 9. spwMIDNR_PostSave_ApplicationPersonAssignment
 10. spwMI_DNR_Postsave_UpdateAmendmentEndDate
 11. spwMI_DNR_PostSave_spvRegistrationApproval
 12. spwMI_DNR_Project_Agreement_PDD
 13. spwMI_DNR_RP_AmendmentComplete_UpdateProjectAgreement
 14. spwMI_DNR_SearchApplicationByRole
 15. spwMI_DNR_ValidateSQL_Amendment_Approval
 16. spwMI_DNR_ValidateSQL_Application_Submitted
 17. spwMI_DNR_ValidateSQL_Convert_To_Grant
 18. spwMI_DNR_ValidateSQL_PA_Executed
 19. spwMIDNR_OSO_PostSave_UpdateGrantIdentifier
 20. spwMI_DNR_PostComp_Post_SaveDelete
 21. spwMI_DNR_PostSave_Additional_Professional_Services
 22. spwMI_DNR_PostSave_ApplicantInfo_ContactPersonUpdate
 23. spwMI_DNR_PostSave_Application_PersonUpdate
 24. spwMI_DNR_PostSave_Application_Snapshot
 25. spwMI_DNR_PostSave_Checklist_For_Submission
 26. spwMI_DNR_PostSave_Communication_Log
 27. spwMI_DNR_PostSave_Contractor_Vendor_Selection_Bid_Tabulation
 28. spwMI_DNR_PostSave_Delete_Form_Set_Values

29. spwMI_DNR_PostSave_Evaluation
30. spwMI_DNR_PostSave_LWCF_RequiredAttachments
31. spwMI_DNR_PostSave_MNRTF_RequiredAttachmentsDevelopment
32. spwMI_DNR_PostSave_PSB_Prime_Professional_Services
33. spwMI_DNR_PostSave_Reimbursement_Request_Details
34. spwMI_DNR_PostSave_Reimbursement_Request_Type_Selection
35. spwMI_DNR_PostSave_RPGP_RequiredAttachments
36. spwMI_DNR_PostSave_UpdateProjectAgreementAmendmentDetail
37. spwMI_DNR_PostSave_UpdateGrantScopeofItems
38. spwMI_DNR_Site_Inspection_Post_SaveDelete
39. spwMI_DNR_spvObjectPagePostSave
40. spwMI_DNR_PostSave_Tax_Proration
41. spwMI_DNR_AuthorizedOfficialCertification_PostSave
42. spwMI_DNR_PostCreate_Grant_Administration
43. spwMI_DNR_PostCreate_Project_Construction
44. spwMI_DNR_Report_LWCF_ProjectAgreement
45. spwMI_DNR_Report_MNRTF_MOU
46. spwMI_DNR_Report_MNRTF_ProjectAgreement
47. spwMI_DNR_Report_MOU_Amendment
48. spwMI_DNR_Report_MS_Project_Agreement
49. spwMI_DNR_Report_RPGP_Project_Agreement
50. spwMI_DNR_Report_Project_Agreement_Amendment
51. spwMI_DNR_Report_TFA_MOU
52. spwMIDNR_Report_MNRTF_AcquisitionProjectAgreementTemplate
53. spwMI_DNR_Report_AfterBdReport
54. spwMI_DNR_Report_ApprovedProjects_LegislativeDistricts
55. spwMI_DNR_Report_Expiration_Date
56. spwMI_DNR_Report_GISApps
57. spwMI_DNR_Report_GISReports
58. spwMI_DNR_Report_Grant_Applications
59. spwMI_DNR_Report_GrantApplicationsByCounty
60. spwMI_DNR_Report_GrantHistory
61. spwMI_DNR_Report_Ineligible_Withdrawn
62. spwMI_DNR_Report_Marine_Safety_Director_Report
63. spwMI_DNR_Report_Programs_by_Applicant
64. spwMI_DNR_Report_Programs_by_Number_Index
65. spwMI_DNR_Report_Template_Form_Permissions
66. spwMIDNR_Report_ApplicantDescriptionDetails
67. spwMIDNR_Report_ApplicationSummaryReport
68. spwMIDNR_Report_DNRStaffRankings
69. spwMIDNR_Report_FinalRankings
70. spwMIDNR_Report_SmallAcqGrants_SAGI
71. spwMIDNR_Report_SmallDevGrants_SDGI

72. spwMI_DNR_MarineSafetyApplicationReport
73. spwMI_DNR_System_Email_Report
74. spwMI_DNR_Lookup_GrantsViewer
75. spwMI_DNR_LookUp_Parcel_Number
76. spwMI_DNR_LookUp_Prime_Professional_Firm
77. spwMI_DNR_LookUp_Prime_Professional_Firm_Filtered
78. spwMI_DNR_Lookup_ProjectAgreement
79. spwMIDNR_Lookup_ObjectBasedInformation
80. spwMIDNR_Lookup_UploadLink
81. spwMIDNR_CountyRegion
82. spwMIDNR_RegionPerson
83. spwMI_DNR_Upload_Final_Recommendations
84. spwMIDNR_Save_CountyRegion
85. spwMIDNR_Save_RegionPerson

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Validation of UAT testing by MI DNR of the Custom Tools, Modules, and Interfaces in the Agate Shared Development environment

Service Enhancements

Agate Software will provide additional enhancement services at the request of MI DNR during and after initial system implementation. System Enhancements will be tracked through the Change Management Process. This deliverable includes up to **one hundred sixty-five (165)** Agate resource hours. The following non-exhaustive list contains examples of what the Service Enhancements deliverable may be used for.

- Changes to Approved Forms
- Changes to Approved Business Rules
- Changes to Approved Security Roles
- Changes to Approved Workflows
- Additional Grant Programs
- Additional Business Meetings
- Additional System Interfaces
- Roll over services - defined as making a copy of a current grant program and changing the grant cycle dates for the next grant cycle year (e.g. Changing or rolling over the dates from 2020 to 2021)
- Additional Management Reports
- System Customizations

Invoicing of this deliverable will be done on a time and materials basis on the 1st and 16th of each month as work is completed.

MI DNR Staff Training Manual

Attributes of the deliverable

- One (1) MI DNR staff training manual
 - o One (1) electronic copy in PDF format
 - o Up to seventy-five (75) pages
 - o MI DNR-specific content (i.e. terminology, screenshots)
- Manual will be made available through a hyperlink contained within the IntelliGrants system

Deliverable risks / assumptions

- After the final version of the manual is delivered, further updates to the manual will only be made at the request of the customer

Sign-Off and Invoicing of the Deliverable is contingent upon the following:

- Completion and delivery of the training manual

Out of Scope

Any requirement or work requested that is not contained in this statement of work or associated contract will be considered out of scope for this engagement. Pricing for out of scope work requests are available upon request.

The Invasive and Wildlife Programs are to be built in IGX only, if there is no upgrade to IGX, the programs are out of scope for the current MiRecGrants version of IntelliGrants.

Project Methodology

Establishment of an Empowered Point of Contact

An IntelliGrants implementation requires at least one designated customer resource (typically the customer Project Manager) to manage customer resources and decisions (e.g. requirements and deliverable sign-offs). This resource should expect to commit up to twenty (20) hours per week for the IntelliGrants project during the implementation phase. The empowered Point of Contact must also meet the following criteria:

- Must read and understand the contractual requirements for the project
- Must attend all project meetings
- Must have working knowledge of project management processes
- Must understand the change management process and budget pertaining to the project
- Must have authority to make final decisions regarding IntelliGrants implementation

Scheduling Meetings

Agate Software will coordinate with the assigned customer Project Manager for any meetings requiring key customer resources to be in attendance. Key customer resource availability will be confirmed and approved a minimum of one (1) week prior to the respective meeting. Any unreasonable meeting cancellations, consistent unavailability, and/or delays by assigned customer resources that adversely affect scheduled meetings and/or travel arrangements could affect the overall implementation timeline and may result in additional cost for professional services. Such occurrences will be documented by the Agate Project Lead and brought to the Customer Project Manager's attention for resolution and impact analysis.

Travel and Onsite Services

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

ProjecTrax

ProjecTrax is a proprietary web-based software product developed by Agate to facilitate the tracking of tasks and as a document repository. ProjecTrax is accessible by Agate and customer resources and will be used throughout the course of the project. Customer access to ProjecTrax will be limited to key customer resources.

ProjecTrax allows a user to enter a task, provide a description and requested due date. All description text and status updates for a task will be tracked within ProjecTrax. Email notifications can also be sent each time a new message is added or each time a task status is updated.

During the implementation phase, ProjecTrax will be used to inform key customer resources which functional elements of the system are ready for customer design review and UAT. The customer's feedback will be

recorded in ProjectTrax. All final approvals of designs and UAT must be recorded by the customer within ProjectTrax.

Change Management Process

The Change Management Process is in place to manage customer requirements and/or change requests that are considered “Out of Scope” based on the terms of the current statement of work for the engagement. The Change Management Process is comprised of the steps outlined below.

There are a series of project documents that, once initially approved, may not be changed and republished without review and approval. These documents are considered “under change control” once initially approved. The goal of Change Management Process is to ensure that only approved changes are made within the project whether to scope, budget, schedule or quality.

The three components of the Change Management Process are:

- Base-lining project documentation
- Requesting changes to base-lined documentation
- Requesting additional requirements or functionality not initially in scope

The documentation baseline is created as project deliverables are approved by the customer. After this baseline has been defined, any requested changes must be through the Change Management Process. Scope change requests can be a result of changes or additions to the baseline requirements and/or new modifications to the deliverables, activities, or quality standards. For example:

- New business requirements would be additions
- Deciding not to implement components already built would be a deletion
- A reversal of a prior design decision during build and test would be a change (rework)

The Change Management Process allows the project team to make changes to the original baseline. One of the goals of this process is to make definitive decisions so that projects can maintain their momentum. Changes must be actively controlled, as unmanaged changes commonly lead to unsuccessful projects.

1. Customer Identifies Change Request

The Customer Project Sponsor or Customer Project Manager will document the change request as a Task in ProjectTrax. The Agate Team Lead or Project Lead may request that the customer also upload a completed Change Request form to the Task.

2. Agate Reviews ProjectTrax Task

The Agate Team Lead or Project Lead will review the Task. If additional information is requested, the Task can be sent back to the customer via ProjectTrax. The Agate resource may also request a meeting for further clarifications.

3. Agate Analysis and Recommendation

Agate will respond the ProjecTrax Task with analysis comments and recommendations for configuration. The recommendation will include a description of the impact to the budget and timeline.

4. Agate and Customer Review and Negotiation

Based on the information provided by Agate, the customer will make a “Go” or “No Go” decision. That decision may be based on updates that need to be made to the request and negotiations on the cost and time estimates.

5. Agate Develops Task Order

The Task Order will be developed by either the Agate Team Lead or Account Manager. The Task Order will document the work to be performed, acceptance criteria, Agate resources assigned to the Task Order, Agate resources estimated hours, Agate resources estimated cost, total amount to be paid for the Task Order and Task Order acceptance criteria.

Configuration Process

Agate Software will use a phased approach for designing an IntelliGrants configuration for the customer. Although the configuration process can be slightly altered based on the needs of each individual project, the principles used to derive each Project Configuration Methodology are consistent.

Agate Software integrates industry best practices for application configuration, tracking and review. This process was developed and refined using numerous years of project management expertise as a foundation and by using the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) and Software Engineering Institute (SEI) Capability Maturity Model (SEI-CMM) as the baseline sources for project management and systems review. Below are seven (7) Project Phases commonly used in the Project Configuration Methodology:

- Planning Phase (Project Plan/Resource Plan Development)
- Analysis Phase (Requirements Gathering)
- Design Phase (Requirements Documentation and Review)
- Build Phase (Configuration/Testing)
- Configuration Phase (Customer Validation)
- Post-Configuration Phase (Training Phase)
- Annual Support Phase

Although sequential in concept, many of these phases occur repeatedly for each major system functional area. Some system functional areas may be on a different cycle depending on the needs of the project or on stakeholder decisions. There are also conditions under which execution of a phase can be interrupted to recycle through a preceding phase (or phases) in order to update some aspect of that predecessor phase's deliverables.

Each of the phases consists of one or more tasks and/or activities. The tasks describe what actions and deliverables are necessary to accomplish the phase's objectives. The tasks are composed of sub-tasks and/or activities required to support the output deliverable for each phase. Each of the basic phases has a specific objective or purpose. Each phase assumes specific input(s) and in turn produces specified output(s) or deliverable(s).

Planning, Analysis and Design

Agate Software will start the Planning and Analysis Phases with an onsite meeting to gather information required for the project. The focus of the onsite sessions, directed by Agate Software, is to clarify system requirements typically with the focus on driving the customer from the current “As Is” process to an electronic workflow process.

Following the onsite gathering sessions, an updated Project Plan will be created by Agate Software which includes a listing of all system requirements required to start building the program. Agate Software will incorporate “gated” milestones as a decision point for proceeding to subsequent phases or activities of the project plan which will not begin until approval has been given by the customer. Approval of the deliverables may include design documentation, user specifications or other requirement documentation however, acceptance of the deliverables by the customer will occur at the gated milestones before moving forward to the next phase. All software configuration and testing work will be directed by the Agate Project Manager/Lead and will take place at Agate Software.

Configuration and Testing

All configuration required for this project follows a strict software configuration methodology adopted by Agate Software to ensure the tasks necessary for this project are completed on time and work properly. This is especially worthwhile to note due to the impact this methodology has on accelerating a project timeline to the benefit of the customer.

Agate Software resources begin the construction of a project in a Shared Development environment hosted by Agate Software. This Shared Development environment is where Agate Software resources will do most of the configuration work for the project, and it will be configured to closely reflect the production environment on which the system will ultimately reside.

Once functionality has been completed, tested, and approved by Agate Software resources on the Shared Development environment, customer resources will be given a URL that will allow for the review of functionality before it is released to the Production environment. This Shared Development site will allow customer resources to perform User Acceptance Testing (UAT) in parallel with Agate Software’s continued configuration efforts on the next approved design specification or requirement. UAT is performed and minor modifications and testing defect corrections are completed.

Documentation and Training

All related documentation such as Customer Staff and Applicant User Manuals can be made available in a chosen format (PDF or MS Word) and accessed within the IntelliGrants system. Customer Staff and Applicant User manuals are technical in nature; they will explain navigation and basic IntelliGrants functionality. Specific business rules are not included.

Training resources are essential to the effective and efficient operation of any system. Providing resources with the tools they need to do their activities and giving them training opportunities which allow them to use the system at full potential are critical elements of success. Training sessions will be designed to focus on specific concepts that will ultimately ensure that the customer and their end-users fully understand how to perform their functions within the system. Agate Software will work with the customer to confirm the final training plan during the Post-Implementation Phase of the project.

Risks and Unknowns

The following identifies various risks and unknowns that potentially could impact the meeting of project timelines and/or the ultimate success of the project. Solutions to minimize and resolve these risks have been identified below.

Failure by either party to maintain one (1) Primary Point of Contact.

- If one of the parties becomes difficult to contact and decisions are not being made, a meeting will be called to discuss and reappoint a decision maker or discuss alternatives
- Agate and the Customer Sponsor and Project Manager will stop to assess and determine a plan to reinstate a point of contact
- Identify on weekly report
- If required decisions are not made according to the project schedule, then identify any impact to cost or schedule

Lack of key customer resources to attend design and status meetings during the project.

- Agate will request vacation and holiday schedule from the customer
- If availability becomes an issue, Agate will communicate this to Customer Project Manager via email
- If meetings are missed, Agate will work to reschedule meeting with staff through Customer Project Manager
- If required decisions are not made according to the project schedule, then identify any impact to cost and/or schedule

There is unforeseen turnover of key personnel critical to the success of the project.

- Identify on status reports to customer
- Identify any impact to schedule
- A meeting will be called between Agate and the Customer Project Manager to review and evaluate the impact
- Knowledge transfer sessions will be used to educate the newly identified personnel. The knowledge transfer sessions will be conducted using the project documentation along with secondary key project resources

Failure to follow communication plan agreed to at the onset of the project by the customer and Agate Software.

- Agate will stop and assess. A meeting will be called to determine the issue(s)
- The issue(s) will be reviewed, and suggestions offered to rectify the issue(s)

Failure of both parties to follow the process of entering and updating items in ProjecTrax in a timely manner.

- A meeting will be called to determine the issue(s)
- The issue(s) will be reviewed, and suggestions offered to rectify the issue(s)
- If a production defect, 1 business day will be the expected time frame.
- If a testing defect, 5 business days will be the expected time frame.

Decisions and approvals are not made in a timely manner by the customer resulting on impacting to project timeline.

- A meeting will be called between Agate and the Customer Project Manager to review and evaluate the problem
- Identify any impact to schedule

Customer requests additional functionality that was not included in the original Scope of Work and requires additional costs beyond the original project budget and schedule.

- Agate will request a meeting with the customer and determine a plan to alleviate the risk
- Identify and document new requirements
- Agate will give recommendations on whether the request should be considered; recommendations will be given based on validity of the request and whether the customer should consider existing IntelliGrants functionality which provides better efficiencies.
- If additional functionality is still required, Agate will begin the Change Management Process

Changes requested to designs or configured components after customer approval

- Agate will request a meeting with the customer and determine a plan to alleviate the risk
- Identify and document new requirements
- Agate will give recommendations on whether the request should be considered; recommendations will be given based on validity of the request and whether the customer should consider existing IntelliGrants functionality which provides better efficiencies.
- If changes are still required, Agate will begin the Change Management Process

Pricing

ID	Deliverable	Description	Cost	IGX Cost
1	Project Construction	<ul style="list-style-type: none"> Rollover existing payment request and make necessary changes Tested updated rollover 	\$1,500.00	\$1,275.00
2	Marine Safety Grant Application	<ul style="list-style-type: none"> Rollover existing application and make necessary changes Tested updated rollover 	\$4,000.00	\$3,400.00
3	Marine Safety Grant	<ul style="list-style-type: none"> Rollover existing grant and make necessary changes Tested updated rollover 	\$2,500.00	\$2,125.00
4	Michigan NR Trust Fund Application	<ul style="list-style-type: none"> Rollover existing application and make necessary changes Tested updated rollover 	\$4,000.00	\$3,400.00
5	Trust Fund Grant	<ul style="list-style-type: none"> Rollover existing grant and make necessary changes Tested updated rollover 	\$2,500.00	\$2,125.00
6	Marine Safety Reimbursement	<ul style="list-style-type: none"> Rollover existing payment request and make necessary changes Tested updated rollover 	\$1,500.00	\$1,275.00
7	Land and Water Conservation Application	<ul style="list-style-type: none"> Rollover existing application and make necessary changes Tested updated rollover 	\$4,000.00	\$3,400.00
8	Land and Water Conservation Grant	<ul style="list-style-type: none"> Rollover existing grant and make necessary changes Tested updated rollover 	\$2,500.00	\$2,125.00
9	Rec. Passport Application	<ul style="list-style-type: none"> Rollover existing application and make necessary changes Tested updated rollover 	\$4,000.00	\$3,400.00
10	Rec. Passport Grant	<ul style="list-style-type: none"> Rollover existing grant and make necessary changes Tested updated rollover 	\$2,500.00	\$2,125.00
11	Property Acquisition	<ul style="list-style-type: none"> Rollover existing report and make necessary changes Tested updated rollover 	\$1,500.00	\$1,275.00
12	Local Financial Request	<ul style="list-style-type: none"> Rollover existing payment request and make necessary changes Tested updated rollover 	\$1,500.00	\$1,275.00
13	Service Enhancements	<ul style="list-style-type: none"> Additional Professional Services for any unforeseen MiRecGrants requested work 	\$25,000.00	\$25,000.00
14	Annual Support FY20	<ul style="list-style-type: none"> Annual Support term of 10/1/2019 through 9/30/2020. 	\$27,860.00	N/A

16	Annual Hosting FY20	<ul style="list-style-type: none"> Annual Hosting term of 10/1/2019 through 9/30/2020. 	\$20,000.00	\$20,000.00
	SUBTOTAL		\$104,860.00	\$71,975.00

ID	Deliverable	Description	Cost
1	Invasive Build	Design and Build of the Application, Grant, PSB and Reimbursement Process	\$32,500.00
2	Wildlife Build	Design and Build of the Application, Grant, PSB and Reimbursement Process	\$32,500.00
3	IGX Standard Upgrade Package	Upgrade of existing IntelliGrants 3.0/NLAF customer to IGX. Includes migration of all workflows, programs templates, forms, organizations, users and user data (Grants, Financial Reports, etc.). Includes stock version of grantee and administrative manual. Does not include any custom code, tools or interfaces developed specifically for this customer.	\$50,000.00
4	IGX Reconfiguration of Custom Tools, Modules, and Interfaces	Includes all custom code, tools and interfaces developed specifically for MiRecGrants	\$25,000.00
5	IGX Implementation Service Enhancements	Additional Professional Services for any unforeseen IGX upgrade requested work	\$16,500.00
6	Grantor Admin Manual	Internal User Admin Manual - up to 75 pages including screen shots (1 electronic copy)	\$3,400.00
	SUBTOTAL		\$159,900.00

ID	Deliverable	IGX UPGRADE Description	Cost
	Annual Work	Rollovers, Service Enhancements, Annual Support and Annual Hosting	\$71,975.00
	New Work	Invasive and Wildlife Program Builds, IGX Upgrade	\$159,900.00
	TOTAL		\$231,875.00

Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Federally Assisted Construction Contracts

If this contract is a “**federally assisted construction contract**” as defined in [41 CRF Part 60-1.3](#), and except as otherwise may be provided under [41 CRF Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act (Prevailing Wage)

- a. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;
- c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
- d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

3. Copeland "Anti-Kickback" Act

If applicable, the Contractor must comply with the [Copeland "Anti-Kickback" Act \(40 USC 3145\)](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Byrd Anti-Lobbying Amendment

If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under [31 USC 1352](#).

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and [31 USC 1352](#), the "Byrd Anti-Lobbying Amendment." Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. [FAR 52.203-12](#), "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.
2. The bidder, by submitting its proposal hereby certifies to the best of his or her knowledge and belief that:
 - a. No federal **appropriated** funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
 - b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the bidder must complete and submit, with its proposal, [OMB standard form LLL, Disclosure of Lobbying Activities](#), to the Solicitation Manager; and
 - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under [31 USC 1352](#). Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signed by:

Jeff Claeys
Agate Software Inc.

Date: _____

**STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES**

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



CONTRACT CHANGE NOTICE

Change Notice Number 20

to

Contract Number 071B1300072

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

STATE	Program Manager	Kimberly Crawford	MULTI
		517-241-2368	
		CrawfordK5@michigan.gov	
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2019
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"/>		September 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$14,304,297.50	\$547,000.00	\$14,851,297.50		

DESCRIPTION

Effective 6/11/2019, the State of Michigan is exercising the fifth and final option year on this contract. The revised contract expiration date is September 30, 2020. This contract is also hereby increased by \$547,000.00 for the Michigan Department of Education (MDE). The funds are to provide tasks associated with maintenance, enhancement and support services for the MEGS Plus and CMS applications between October 1, 2019 and September 30, 2020. The following Statement of Work is incorporated into this contract.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement, and State Administrative Board approval on 6/11/2019.

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

AGENCY	NAME	PHONE	EMAIL
			CrawfordK5@michigan.gov
			ThomasM16@michigan.gov
			Koppsch- WoodsK@michigan.gov



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

Project Title: Michigan Electronic Grants System-Plus	Period of Coverage: 10/01/2019-9/30/2020
Requesting Department: Education	Date: 4/15/2019
Agency Project Manager: Kevin Walters	Phone: 517-335-0543
DTMB Project Manager: Maria Thomas	Phone: 517-335-1701

071B1300072

BACKGROUND:

MEGS Plus is a web application that supports every school district and public-school academy in Michigan, as well as many day care providers, community colleges and universities. MEGS Plus serves about 1000 public and private organizational entities that employ about 5000 individual MEGS Plus users. MEGS Plus handles over 90% of the grant approvals, (over \$1.3 billion) for education-related grants in the State of Michigan. Users include the higher educational institutions, intermediate school districts, local educational agencies, public school academies, and nonpublic schools. All of the federal formula grants and the majority of MDE-sponsored competitive grants are in the system. Other support program information is also collected. Grants from the Department of Community Health and Human Services (DHHS) and the Talent Investment Agency (TED) are part of the MEGS Plus system as well as MDE grants. With few exceptions, MEGS Plus supports all grants administered by the State that are funded by the United States Department of Education. In addition, the MEGS Plus program supports other programs funded by the United States Department of Agriculture, including School, Child Care Center and Family Day Care Home nutrition reimbursement programs.

The MEGS application was developed in 2001 as a custom application developed by Agate Software. In 2011, MEGS Plus was released into production. This is a commercial off the shelf (COTS) application with modifications (MODS) that was developed by Agate Software.

The Cash Management System (CMS) is the system that manages cash disbursements to agencies for MEGS and non-MEGS (paper processed) grants. Most of the grants are administered by MDE, with some being administered by other State departments. This system communicates with the State's accounting system, SIGMA through the use of system interfaces, and is tied with the Management Information database (MIDB).

PROJECT OBJECTIVE:

To provide maintenance, enhancements, and support for the Michigan Electronic Grants Systems (MEGS Plus) and the Cash Management System (CMS) for the Michigan Department of Education (MDE).

SCOPE OF WORK:

Approved tasks associated with maintenance, enhancement and support services for the MEGS Plus and CMS applications from October 1, 2019 through September 30, 2020

TASKS AND DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. This is a time and materials contract. The number of development and maintenance requests will vary throughout the SOW period (10/1/19 – 9/30/20), as will the required tasks. The tasks to be performed by Agate include but are not limited to the following:

- Software Maintenance and Support:

- Troubleshoot production problems; make recommendations for improvements
- System Updates
- Issue Resolution
- Enhancements where Agate performs programming, configuration and testing against specifications provided by the State including but not limited to the following:
 - MEGS
 - Complete the software development lifecycle for approximately 100 grant application rollovers and 5-10 new applications or reports
 - Development of new applications to support department initiatives.
 - CMS
 - Changes due to state or federal mandates

ACCEPTANCE CRITERIA:

Electronic written approval from MDE or DTMB is to serve as acceptance for tasks to ensure the system performs as its intended function.

PROJECT CONTROL AND REPORTS:

A monthly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. Each bi-weekly progress report must contain the following:

- **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
- **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
- **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

State Unified Information Technology Environment (SUITE) processes are to be used to for reporting and project controls.

SPECIFIC DEPARTMENT STANDARDS:

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

Source Code control/deployment via Team Foundation Server

Pursuant to section 2.252 'simulated production environment' will pertain to the SOM-MDE's Q/A environment

PAYMENT SCHEDULE:

Payment terms are net 45 days from issuance of invoices.

Payment will be made on a Time and Materials basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed the progress of the project, and fees. The invoices detail indicated separately, the charges for enhancements and maintenance. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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

EXPENSES:

Travel and expenses are not reimbursable under the terms of this agreement.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Kevin Walters
MDE, Office of School Support Services
Hannah Building, 4th Floor
608 W. Allegan
Lansing, MI 48903
WaltersK5@michigan.gov
517-335-0543 (w)

The designated DTMB Project Manager is:

Maria Thomas
DTMB Agency Services/ Education
Hannah Building, 1st Floor
608 W. Allegan
Lansing, MI 48903
517) 335-1701 (w)
(517) 930-6303 (c)
(517) 373-3325 (fax)
ThomasM16@michigan.gov

AGENCY RESPONSIBILITIES:

- Production and Q/A hosting environment and infrastructure
- Code promotion to Production and Q/A
- User Acceptance Testing and sign-off
- Communication to stakeholders/users for system down-time(s) (scheduled & unscheduled)
- MEIS password resets

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Work is to be performed at Agate Software, Inc., 2214 University Park Drive Suite 102, Okemos, MI, and MDE, 608 W. Allegan, Lansing, MI as needed. Requests for alternative work locations must be made to the DTMB and Agency Project Manager

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Project work that requires collaboration with State of Michigan employees will be in accordance to the State of Michigan calendar and normal working hours of 8:00 am to 5:00 pm, Monday through Friday. Work hours are to be adhered unless otherwise agreed to in writing.

Work by Agate Software employees outside of the State of Michigan working hours is at the discretion of Agate Software; however, no overtime will be paid by the State of Michigan.

Attachment A: Pricing Information - Fiscal Year 2020

Item	Description	Cost
Maintenance and Support	MEGS+ and CMS system support and maintenance in accordance with terms and conditions of contract 071B1300072.	\$ 163,600
Enhancements	MEGS Plus and CMS system enhancements in accordance with terms and conditions of contract 071B1300072.	\$ 383,400

Total \$ 547,000



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 **19**

to

Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

STATE	Program Manager	Kimberly Crawford	MULTI
		517-241-2368	
		CrawfordK5@michigan.gov	
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input checked="" type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,530,297.50	\$774,000.00	\$14,304,297.50		

DESCRIPTION

Effective 3/21/2019, this contract is hereby increased by \$774,000.00 for MSHDA use only. The funds are to provide maintenance and hosting services on legacy MATT and MATT 2.0. The project period will be from January 1, 2019 to December 31, 2019. The following statement of work is also incorporated.

MSHDA's Board of Directors has approved the full amount of this Change Notice.

Please note the Program Manager has been changed to Kimberly Crawford.

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

October 4th, 2018

Linda Beachnau
Director Tech Support Services
Michigan State Housing Development Authority

RE: Michigan State Housing Development Authority MATT 2019 System Maintenance Statement of Work

Dear Linda:

Agate Software, Inc. is providing this Statement of Work (SOW) to the State of Michigan, Department of Technology Management and Budget ('DTMB' or the 'State'), for the IntelliGrants-based MSHDA Activity Tracking Tool ('MATT'), in use by the Michigan State Housing Development Authority ('MSHDA'). The scope of work for this SOW includes services associated with the System Maintenance of MATT 2.0 and MATT. This Statement of Work has been created in accordance with the terms and conditions of contract 071B1300072.

Please contact me if you have any questions.

Best Regards,

BJ Harrington
Project Manager
(517) 336-2529
bjharrington@agatesoftware.com



Project Information

Background

The Michigan State Housing Development Authority (MSHDA) established in 1966, provides financial and technical assistance through public and private partnerships to create and preserve safe and decent affordable housing, engage in community economic development activities, develop vibrant cities, towns and villages, and address homeless issues. In 2002, MSHDA and Agate Software, Inc. (Agate) implemented the MSHDA Activity Tracking Tool (MATT) to manage housing projects. MATT provides online capabilities for applications, creation of contracts, submission of program data and financial payment requests and creation of customized reports. The MATT system has been in use/development for over ten years and has reached a level of complexity that is challenging for Agate and MSHDA to manage. The MATT system is based on technology no longer supported by the Department of Technology, Management, and Budget (DTMB) and does not provide MSHDA with the desired levels of system performance and functionality.

Since 2002, there have been numerous advancements in technology and lessons learned by the MATT project team. Converting the MATT system into the most current version of IntelliGrants (IG12) is the opportunity to incorporate these valuable concepts into the system for the future.

The information in this document and measures being taken during this phase of the engagement are the steps involved in converting the MATT system into IG12. Agate is pleased to have this opportunity to create the foundation for the conversion of the MATT system.

Project Objective

The objective of this project is to provide maintenance and hosting services on legacy MATT and MATT 2.0. The project period will be from January 1, 2019 to December 31, 2019.

The following divisions are currently using the system and will be involved in the project:

1. Community Development (OPAL)
2. Technical Assistance (TA)
3. Housing Counseling (HEP)
4. Rental Assistance and Homeless Solutions (HALO)
5. HHF – Blight
6. Housing Development – HDF
7. Property Improvement Program – PIP
8. COMPASS



9. Overall system documentation and training

Scope of Work

The scope of work for this engagement includes all software and services necessary to provide all line items listed below.

System Maintenance

1. Legacy MATT

- Includes performance of maintenance tasks required to support programs currently being managed in the legacy MATT system

2. MATT 2.0

- Includes performance of maintenance tasks required to support programs currently being managed in or, that are being migrated into, the MATT 2.0 system.

3. Future Enhancements

- To be used for changes required by legislation, audit finding, federal mandate or because of finding business process change within MSHDA.
- Includes all unknown tasks that are not known at the time of SOW creation. This includes all change requests. Change Requests are Statements of Work documenting and receiving approval of the work to be completed.

System Hosting

4. Hosting Services

- Includes twelve (12) months of hosting services on dedicated servers at the Liquid Web hosting facility as described in Attachment 1. The Hosting services will be billed monthly as years past.

Vendor Roles and Responsibilities

- Develop and configure functionality according to design document by the project schedule deadlines
- Test functionality
- Migrate data from development environment to the demonstration environment for State testing
- Migrate data from demonstration environment to the production environment for State testing
- Designate back up staff to make decisions when necessary per the project charter



State Roles and Responsibilities

- Test and accept functionality by the project schedule deadlines
- Be available for meetings to discuss ongoing design, configuration and development
- Sign off/accept completed functionality by the project schedule deadlines
- Designate back up staff to make decisions when necessary per the project charter

Design and Acceptance Process

Agate Software, Inc. and the MSHDA will work together to design the final process flows, forms and management reports. The design process for forms and management reports is:

- Agate provides design documents via e-copy
- Agate and MSHDA review the design documents in a status meeting
- Once the design is finalized, Agate will update design documents with data types, business rules, calculations and error checking
- Agate configures forms, tests and pushes data to the demo server once a week (on Fridays)
- Agate performs second round of testing on the demo server
- Agate notifies MSHDA when testing is complete on demo
- MSHDA performs user acceptance testing on demo and provides feedback to Agate
- Agate pushes data to the production server (This means that un-approved functionality will go to the production environment. Functionality will be hidden on production until tested and approved completely by MSHDA)
- Agate and MSHDA discuss testing feedback in a status meeting and decide how to move forward
- Agate performs additional configuration if needed (go to seventh bullet above)
 - This bullet can be performed up to three times. Agate considers this one round of configuration/development and two rounds of configuration/development updates: (1) initial configuration; (2) additional configuration after user acceptance testing; (3) final round of configuration updates;
 - If additional rounds of configuration are needed, the change management process will be used. Usually, Agate and MSHDA will determine how to move forward by either (1) moving a task that is not yet completed to the parking lot list so the resources allotted for that task can be used to perform the additional configuration (essentially exchanging one task for the other); (2) moving the additional configuration requests to the parking lot list;
 - Items on the parking lot list are considered out of scope and may be developed for subsequent phases of the project that are beyond the scope of work for this



engagement

- MSHDA approves Acceptance portion of NTP/Acceptance document via email
- Agate develops printable versions of the forms (PDFs) and the PDFs are pushed in the next weekly push
- Design and acceptance process is considered complete
- Bugs found after acceptance has been given will be fixed
 - A bug is defined as functionality not working according to the design in the NTP/Acceptance document
 - If a design change is needed after acceptance the change management process will be used

Assumptions

1. All professional services required for execution have been included in deliverable costs;
2. Work associated with out of scope requirements will be handled through change management procedures outlined the MATT Conversion Project Charter;
3. Failure to meet UAT deadlines may result in the use of the change management process to complete the deliverable

Acceptance Criteria

Electronic written approval from MSHDA is to serve as acceptance for tasks to ensure the system performs as its intended function.

User acceptance testing is conducted at various stages throughout the project. Agate expects MSHDA to perform user acceptance testing for each of the deliverables that are documented in the scope of work. Final user acceptance testing is also expected to be performed by the due date in the project schedule.

Project Control and Reports

Agate shall provide ProjectTrax as a free, online tool for project tracking and management.

Project Schedule

The approximate duration of Phase 6 of this implementation project is 12 months. This project may overlap slightly with Phase 5 of this project.

Payment Schedule

Agate will provide a payment schedule based on the project schedule and project deliverables once the estimates above are approved by DTMB and MSHDA.



Payment terms are net 45 days from issuance of approved invoices. Invoices for all fees are to be issued on the 16th of each month.

Travel and Expenses

Travel and expenses are not reimbursable under the terms of this agreement.

Project Contacts

- Jeff Claeys, Account Manager
Agate Software, Inc.
jclaeys@agatesoftware.com
(517) 336-2540
- B.J. Harrington, Project Manager
Agate Software, Inc.
bjharrington@agatesoftware.com
(517) 336-2529
- Linda Beachnau, Director, Tech Support Services
MSHDA
beachnau@michigan.gov
(517) 373-9792

Agency Responsibilities and Assumptions

- Meeting space with a projector and access to the Internet
- Access to MSHDA subject matter experts
- Access to MSHDA program specific information

Location of Where the Work is to be Performed

Work is to be performed at Agate Software, Inc. and onsite at MSHDA as needed

Expected Contractor Work Hours and Conditions

8:00 am – 5:00 pm EST



Line Item Pricing Information

Agate will receive payment for the following line items based upon the acceptance process described in the Acceptance Criteria section above.

56	MATT (Legacy) Maintenance	<ul style="list-style-type: none"> System maintenance services required to support programs currently being managed in the MATT (legacy) system. 	\$70,000.00
56	MATT 2.0 Maintenance	<ul style="list-style-type: none"> System maintenance services required to support programs currently being managed in the MATT 2.0 system. 	\$500,000.00
55	Future Enhancements	<ul style="list-style-type: none"> Future enhancements and change requests. 	\$150,000.00
Sub Total			\$720,000.00
58	Hosting	<ul style="list-style-type: none"> Twelve (12) months of hosting services as described in Attachment 1. 	\$54,000.00
Sub Total			\$54,000.00
TOTAL			\$774,000.00



Attachment 1

Agate Software has created a co-location partnership with Liquid Web for hosting services. Our co-location partnership allows us to focus on our area of expertise (software development) and Liquid Web to focus on hosting. Liquid Web offers additional security and certifications. Agate shall remain responsible to MSHDA for any interruptions in service or loss of data due to any acts or omissions of Agate's hosting services providers.

Features to be Provided by Agate and Liquid Web

- SAE Certification
- FIPS 140-2 (level 1)
- Defend Denial of Service Attacks DDoS- 2GB/per second, 3 million packets per second
- GlobalSign SSL Certificate

Web Production Server

- Processor: Dual Xeon E5506 Quad Core (Gainstown)
- RAM: 8GB DDR3 SDRAM
- HD1: 4 x SATA RAID 5 (7,200 rpm) (+500 GB 7200 RPM SATA hard drive)
- HD2: SATA Backup Drive (+500 GB SATA (7,200 rpm))
- OS: Windows Server 2 CPUs (+Windows 2012 Standard 64---bit) (+ESET NOD32 Anti---Virus) (+MSSQL Express 2012)
- Core Managed (+Server Secure)
- Bandwidth: 8 TB Outbound Bandwith (+100M uplink port)

Dedicated Database Server

- Processor: AMD Dual x8 Opteron 6128
- RAM: 8GB DDR3 SDRAM
- HD1: 2 x SATA RAID 1 (7,200 rpm) (+500 GB 7200 RPM SATA hard drive)
- HD2: SATA Backup Drive (+500 GB SATA (7,200 rpm))
- OS: Windows Server 2 CPUs (+Windows 2012 Standard 64---bit) (+ESET NOD32 Anti---Virus) (+MSSQL Server 2012 Standard Edition 2 CPUs -- 8 CORES) Core Managed (+Server Secure)
- Bandwidth: 8 TB Outbound Bandwith (+100M uplink port)

Cisco Dedicated Firewall

- Firewall Options: Cisco ASA 5505 (+Fully Managed VPN (IPSEC)) (+Unlimited IP Addresses Protected) Dedicated Cisco GB Switch
- PrivateSwitch: 5 Port Gigabit Switch





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

CONTRACT CHANGE NOTICE

Change Notice Number **18**

to

Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

STATE	Program Manager	Glenn Gorton	MULTI
		517-241-2368	
		gortong@michigan.gov	
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2019
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ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input checked="" type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,455,397.50	\$74,900.00	\$13,530,297.50		

DESCRIPTION

Effective 3/19/2019, this contract is hereby increased by \$74,900.00 for ongoing maintenance, support, and hosting services of the IntelliGrants-based system; Management of Awards to Recipients (MARS) currently in use by the Michigan Talent Investment Agency (TIA).

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

08/20/2018

Heather McBrien
Operations Director
Michigan Talent Investment Agency
210 N. Washington Square
Lansing, Michigan 48913

RE: FISCAL YEAR 2019 MARS Maintenance and Hosting

Dear Heather:

Agate Software, Inc. is providing this quote for ongoing hosting, maintenance and support for the IntelliGrants-based system; Management of Awards to Recipients (MARS) currently in use by the Michigan Talent Investment Agency ("TIA"). MARS is a proprietary solution deployed by Agate Software, Inc. for TIA. Agate Software, Inc. is the only vendor able to provide maintenance and support services and any code modifications on MARS. These services are to be provided as described in section 1.100 of contract number 071B1300072.

The software maintenance pricing can be found in Attachment A which covers the State's 2019 Fiscal Year.

Please contact me with any questions.

Regards,

A handwritten signature in blue ink that reads "Jeff Claey".

Jeff Claey
IntelliGrants Solutions
517-336-2540
jclaey@agatesoftware.com



Attachment A: Maintenance and Support Pricing

Description	Cost
Ongoing maintenance and support services as described in contract 071B300072 (Term 10/1/2018-9/30/2019)	\$50,000.00
One year of hosting services as described in contract 071B300072 (Term 10/1/2018-9/30/2019)	\$24,900.00
Total	\$74,900.00

Annual Hosting services are billed as an up-front deliverable to be paid on or before the agencies term date of October 1, 2018 and run until September 30, 2019.

Ongoing Maintenance and Support services will be billed on a Time and Materials basis. Services must be dependent upon mutually agreed upon statement(s) of work between Agate and the State of Michigan. Once agreed to, Agate must not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this contract. The purchase order will be available but not billed against until the agency signs the statement of work and agrees to the work Agate is to complete. Having the purchase order set up at the beginning of the fiscal year will alleviate any procurement timing issues. Agate Software will provide service enhancements at the request of TIA, and invoicing will be sent on the 1st of each month as maintenance and support services work is performed.





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

CONTRACT CHANGE NOTICE

Change Notice Number 17

to

Contract Number 071B1300072

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

STATE	Program Manager	Glenn Gorton	MULTI
		517-241-2368	
		gortong@michigan.gov	
	Contract Administrator	Matt Weiss	DTMB
		weissm4@michigan.gov	

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input checked="" type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,370,537.50	\$84,860.00	\$13,455,397.50		

DESCRIPTION

Effective 11/20/2018, this Contract is increased by \$84,860.00 per the attached Statements of Work for Michigan's Department of Natural Resources (DNR) to outline the desired work for the fiscal year 2019 for the DNR Grant system and provide Rollover work, any System Enhancements needed, and Annual Support services. The project period will be from 10/1/2018 to 9/30/2019.

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

Date: August 19, 2018

Submitted to:

Michigan Dept. of Natural Resources DNR Grants

Attention:

Lance Brooks
Project Manager
Department of Natural Resources
517-284-5971

Title:

DNR Grants Fiscal Year 19

Statement of Work

Submitted by:

Agate Software, Inc.
BJ Harrington
2214 University Park Dr., Suite 102
Okemos, MI 48864
Ph: (517) 336-2529
Fax (517) 492-0452
bjharrington@agatesoftware.com



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Project Objective

The objective of this statement of work is to outline the desired work for the fiscal year 2019 for the DNR Grant system and provide Rollover work, any System Enhancements needed, and Annual Support services. The project period will be from October 1st, 2018 to September 30, 2019.



DNR Grants Rollovers

1. Dam Management Grant Program Application

- This program is currently undergoing some significant changes. DNR will be combining it with two other grant programs not currently in MiRecGrants for launching in Aug. / Sept. of 2019. This would mean the template would undergo various changes in the system to fit the criteria established for the new grant program.
- The time allotted for this rollover has been shifted back into Service Enhancements

2. Dam Management Grant Program Grant

- This program is currently undergoing some significant changes. DNR will be combining it with two other grant programs not currently in MiRecGrants for launching in Aug. / Sept. of 2019. This would mean the template would undergo various changes in the system to fit the criteria established for the new grant program.
- The time allotted for this rollover has been shifted back into Service Enhancements

3. Dam Management Payment Request

- This program is currently undergoing some significant changes. DNR will be combining it with two other grant programs not currently in MiRecGrants for launching in Aug. / Sept. of 2019. This would mean the template would undergo various changes in the system to fit the criteria established for the new grant program.
- The time allotted for this rollover has been shifted back into Service Enhancements

4. Dam Management Project Construction

- This program is currently undergoing some significant changes. DNR will be combining it with two other grant programs not currently in MiRecGrants for launching in Aug. / Sept. of 2019. This would mean the template would undergo various changes in the system to fit the criteria established for the new grant program.
- The time allotted for this rollover has been shifted back into Service Enhancements

5. Project Construction

- Rollover existing Dam Management Project Construction
- Make necessary changes to the DM Project Construction
- Test updated DM Project Construction
- The level of effort shall not exceed 15 hours

6. Marine Safety Grant Application

- Rollover Marine Safety Grant Application
- Make necessary changes to the Application
- Test updated Application



- The level of effort shall not exceed 40 hours

7. Marine Safety Grant

- Rollover Marine Safety Grant
- Make necessary changes to the Grant
- Test updated Grant
- The level of effort shall not exceed 25 hours

8. Michigan DNR Trust Fund Application

- Rollover Michigan DNR Trust Fund Application
- Make necessary changes to the Application
- Test updated Application
- The level of effort shall not exceed 40 hours

9. Trust Fund Grant

- Rollover Trust Fund Grant
- Make the necessary changes to the Grant
- Test updated Grant
- The level of effort shall not exceed 50 hours

10. Marine Safety Reimbursement

- Rollover Marine Safety Reimbursement
- Make the necessary changes to the Reimbursement
- Test updated Reimbursement
- The level of effort shall not exceed 15 hours

11. Land and Water Conservation Application

- Rollover Land and Water Conservation Application
- Make the necessary changes to the Application
- Test updated Application
- The level of effort shall not exceed 40 hours

12. Land and Water Conservation Grant

- Rollover Land and Water Conservation Grant
- Make the necessary changes to the Grant
- Test updated Grant
- The level of effort shall not exceed 50 hours

13. Rec. Passport Application

- Rollover Rec. Passport Application
- Make the necessary changes to the Application
- Test updated Application



- The level of effort shall not exceed 40 hours

14. Rec. Passport Grant

- Rollover Rec. Passport Grant
- Make the necessary changes to the Grant
- Test updated Grant
- The level of effort shall not exceed 50 hours

15. Property Acquisition Report

- Rollover Property Acquisition Report
- Make the necessary changes to the Report
- Test updated Report
- The level of effort shall not exceed 15 hours

16. State Financial Request

- Rollover State Financial Request Report
- Make the necessary changes to the Report
- Test updated Report
- The level of effort shall not exceed 15 hours

17. Local Financial Request

- Rollover Local Financial Request Report
- Make the necessary changes to the Report
- Test updated Report
- The level of effort shall not exceed 15 hours

Professional Services Enhancements

18. Rec Grants Enhancements

Agate Software will provide additional enhancement services at the request of DNR. Additional work will be time and materials based and invoicing will be sent on the 16th of each month as service configuration work is performed. This section includes up to 235 hours for enhancements outside of the listed deliverable services. The following list is an example of what changes would be covered under service enhancements.

- Changes to Forms
- Changes to Business Rules
- Changes to Security Roles
- Changes to the Workflow
- Additional Grant Programs
- Additional Management Reports
- Roll over services- Rollover services are defined as making a copy of a current grant program and changing the dates for the next grant cycle year (e.g. Changing or rolling over the dates from 2018 to 2019)



Agate must receive formal written approval from the Michigan Department of Natural Resources (DNR) prior to performing any work under this service contract. That approval/authorization will be in the form of a signed Statement of Work.

Annual Support

Agate Software, Inc. provides support associated with the IntelliGrants product. The annual support package includes the following services:

1. Live help desk support (8:00 am - 5:00 pm EST, Mon. – Fri.), our call center is housed and staffed at our Okemos, MI headquarters and can be contacted by to discuss product related questions. The helpdesk can be reached toll free at 800-820-1890 or by email at helpdesk@agatesoftware.com.
2. Access to our proprietary, online web based issue resolution tool “ProjecTrax” which is available 24 hours a day, 7 days a week and 365 days a year for problem reporting and project tracking.
3. Weekly pushes (if needed) for patches, and bug fixes. Accelerated pushes for emergency fixes that may be time critical to keep the system operating at an optimum level.
4. Support service packs/patches provided by third-party vendors in upgrading the web server or database server hardware/software on which the system is installed.
5. Quarterly global updates to the IntelliGrants product which affects all clients on the IntelliGrants .net platform. These updates are outlined in our corresponding quarterly newsletter and Product release notes are available upon request.

Help Desk Support for Organization Staff

Agate Help Desk is available to organization staff to answer general questions, report issues, and track bugs related to the use of IntelliGrants and its modules. Help desk staff can assist users in explaining the technical functionality and use of IntelliGrants modules such as:

- How to setup a new security role
- How to create a calculation field on a form
- How to add an automated e-mail notification
- How to modify the process workflow for an application

However, the Agate Help Desk is not to be used as a consulting resource for gathering ideas about designing form sets, configuring process workflows, or recommendations for business rules. Help desk is also not a replacement for formal training or re-training.

In addition, Agate’s help desk should not be confused with any ongoing professional services related support during the development and maintenance of the system. Agate’s designated project manager can be contacted directly to assist in any project-related matters. Those not associated with the project may still call the help desk with any product related questions.

Help Desk Support for End Users



Agate Help Desk is designed to be the first tier of support for end-users (applicants/grantees) regarding the functional use of the system. Typical questions answered in this capacity include:

- How do I error-check my application?
- How do I upload an attachment?
- Where do I change my organization's address?

For any questions related to the organization's grant programs, Agate Help Desk staff will direct the grantees to contact their respective grant program manager. This communication could be simply forwarding an email from the end-user asking the question to the program manager, providing the end-user with the program manager's phone number (and showing them where this can be found in the system for future reference), or recording a list of questions by the end-user and forwarding this to the appropriate program manager.

The agency personnel are the grant program experts; our help desk personnel are the IntelliGrants software experts. Questions that will be redirected to the organization's staff regarding grant related (program specific) topics include:

- Under what budget category should the following expense fall
- Why do I have \$x allocated to my project?
- Should I submit an agreement amendment request because of the following reason

Defect Process

1. The Contractor and the State will determine the severity of the defect. The Contractor will enter the defect details into a defect Log (ProjecTrax or as agreed) and assign it to an appropriate Contractor resource. Key defect information tracked includes but is not limited to:
 - a. Description, severity, priority, and status.
 - b. Test type and test case where defect was found
 - c. Requirements impacted by the defect
 - d. Steps to re-create the defect
 - e. Any attachments that can help clarify the defect
2. The Contractor will provide a mechanism (ProjecTrax or as agreed) to lookup information regarding entered defects and a mechanism to generate reports.
3. The following defect definitions and severity levels will be used by the Contractor when communicating the severity of a system defect:

Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (a) responded to that Support Request, in the case of response



time and (b) Resolved that Support Request, in the case of Resolution time. "Resolve", "Resolved", "Resolution" and correlative capitalized terms mean, with respect to any 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. Contractor shall respond to and Resolve all Support Requests within the following times based on the designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after Contractor's investigation of the reported Error and consultation with the State:

Severity Level of Error	Definition	Required Service Level Response and Response Time	Required Service Level Resolution Time
1	<p>Business Critical Failures</p> <p>An Error that:</p> <p>(a) materially affects the operations of the State's business or marketability of its service or product;</p> <p>(b) prevents necessary work from being done by 90% of the users; or</p> <p>(c) Disables or materially impairs (i) any major function of the Software or (ii) the State's use of any major function of the Software.</p>	<p>Response</p> <p>Contractor shall acknowledge receipt of a Support Request submitted to the help desk within (2) business hours, and;</p> <p>Contractor shall work on the problem continuously.</p>	<p>Resolution</p> <p>Contractor shall Resolve the Support Request as soon as practicable as and no later than four (4) business hours after Contractor's receipt of the Support Request.</p> <p>If the Contractor needs to Resolve the Support Request by way of a work-around, the Contractor will notify the State prior to the four (4) business hours after Contractor's receipt of the Support Request. The State will then provide acceptance in writing and the severity level assessment will be</p>



			reduced to a Severity Level of Error 2.
2	<p>System Defect with Work-around</p> <p>(a) a Severity Level 1 Error for which the State has received, within the Resolution time for Severity Level 1 Errors, a work-around that the State has accepted in writing; or</p> <p>(b) An Error, other than a Severity Level 1 Error, that affects operations of the State's business or marketability of its service or product.</p>	<p>Response</p> <p>Contractor shall acknowledge receipt of a Support Request or, where applicable, request the State's written acceptance of a Severity Level 1 Error work-around, one (1) business day and;</p> <p>Contractor shall, within one (1) business day after the Level 1 Response time has elapsed, provide:</p> <p>(a) an emergency Software fix or work-around; or</p> <p>(b) Temporary Software release or update release, and allows the State to continue to use all functions of the Software in all material respects.</p>	<p>Resolution</p> <p>Contractor shall Resolve the Support Request as soon as practicable as and no later than one (1) Business Day after Contractor's receipt of the Support Request or, where applicable, the State's written acceptance of a Severity Level 1 Error work-around.</p>
3	<p>Minor Error Requiring Second Line Support</p> <p>An isolated or minor Error in the Software that meets each of the</p>	<p>Response</p> <p>Contractor shall acknowledge receipt of the Support Request</p>	<p>Resolution</p> <p>Contractor shall Resolve the Support Request as soon as practicable as and no</p>



	<p>following requirements:</p> <p>(a) does not significantly affect Software functionality;</p> <p>(b) can or does impair or disable only certain non-essential Software functions;</p> <p>(c) does not materially affect the State's use of the Software; and</p> <p>(d) Has no or no more than a minuscule effect on the operations of the State's business or marketability of its service or product.</p>	<p>within four (4) business hours.</p>	<p>later than five (5) Business Days after Contractor's receipt of the Support Request.</p>
--	---	--	---

The above listed timeframes do not include any time required by DTMB to apply patches/updates sent by the Contractor to resolve any issues

The State may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response or Resolution times and the Contractor will not be held liable for a delay in response which is attributable to the State. The Contractor is not responsible for any delay by DTMB/DNR related to resolving issues.

Service Credit Amounts

If the Contractor fails to respond to a Support Request within the applicable Service Level response time or to resolve a Support Request within the applicable Service Level Resolution time, the State will be



entitled to the corresponding service credits specified in the table below ("Service Credits") provided that the relevant Error did not result from a State Cause.

Severity Level of Error	Service Credits For Response Time Service Level Failures	Service Credits For Resolution Time Service Level Failures
1	\$300 for each incident in which Contractor's response exceeds the required Response time.	\$1,000 for each incident in which Contractor's Resolution of the Support Request exceeds the required Resolution time.
2	\$100 for each incident in which Contractor's response exceeds the required Response time.	\$500 for each incident in 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.

Service Credits for any Severity Level 1 and 2 Errors during a monthly billing period shall not exceed \$12,000.

Deliverable Acceptance Process

Each party agrees to respond to the other in a timely fashion when acceptance of a Deliverable is pending. After delivery, both DNR and DTMB IT will accept or reject a Deliverable within ten (10) business days. Failure to reject a Deliverable within this time frame will constitute acceptance of the Deliverable. Notice of DNR and DTMB IT rejection of the Deliverable shall be provided to The Contractor in writing and shall specify the nature and scope of the deficiencies. In the case of rejection of the Deliverable, the parties agree to adhere to the following timeframes to meet the schedule set forth above:

The Contractor will use reasonable efforts to respond to DNR and DTMB IT within five (5) business days of receipt of the rejection by describing the manner and timeframe in which the Contractor proposes to correct any deficiencies, or by actually correcting the deficiencies. In the former case, DNR and DTMB IT will use reasonable efforts to accept the Contractor's proposal for correcting any deficiencies within five (5) business days of receipt of the Contractor's proposal. Upon the Contractor's delivery of the corrected Deliverable, DNR and DTMB IT will use reasonable efforts to accept the Deliverable within five (5) business days. If the Contractor cannot correct the deficiencies to the State's reasonable satisfaction within a reasonable period, the Contractor will assess Liquidated Damages as stated in this Contract Change Notice.



The parties acknowledge and agree that the time frames set forth in these acceptance procedures may be increased as agreed upon by the State.

Liquidated Damages

- a) The parties agree that any delay or failure by Contractor to timely perform its obligations in accordance with the Project Plan and Milestone Dates will interfere with the proper and timely implementation of the Software, to the loss and damage of the State. Further, the State will incur major costs to perform the obligations that would have otherwise been performed by Contractor. The parties understand and agree that any liquidated damages Contractor must pay to the State as a result of such nonperformance of any deliverables described in this Statement of Work are reasonable estimates of the State's damages in accordance with applicable law.
- b) The parties acknowledge and agree that the State may assess liquidated damages for more than one missed deliverable if Contractor fails to timely perform its obligations by each Milestone Date.
- c) The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 2.150, and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.
- d) Amounts due to the State as liquidated damages will be set off against any Fees payable to Contractor under this Contract.
- e) Contractor's liability for liquidated damages assessed under this Statement of Work shall not exceed 10% of the amount of the Fees for the Milestone which that Deliverable is subject to the liquidated damages claim.



Payment Schedule

Agate will provide a payment schedule based on the project schedule and project deliverables once the estimates above are approved by DTMB and DNR.

Payment terms are net 45 days from issuance of approved invoices. Invoices for all fees are to be issued on the 16th of each month. "Draft" Invoices will be sent to the agency project manager and DTMB project manager for approval. The agency will respond to Agate within 10 business days with an approval or any questions. Once there is an approval Invoice, Agate will send to DTMB Accounts Payable for payment.



Project Contacts

- Jeff Claeys, Account Manager
Agate Software, Inc.
iclaeys@agatesoftware.com
(517) 336-2540
- B.J. Harrington, Project Manager
Agate Software, Inc.
bjharrington@agatesoftware.com
(517) 336-2529
- Lance Brooks, Project Manager
DNR Rec Grants
BrooksL@michigan.gov
(517) 284-5971



Pricing Information

ID	Deliverable	Description	Cost
1	Dam Management Grant Program Application	<ul style="list-style-type: none"> This Deliverable will not be worked on this year as it is currently undergoing some significant changes. Any work will be done using the Service Enhancement hours. 	\$0.00
2	Dam Management Grant Program Grant	<ul style="list-style-type: none"> This Deliverable will not be worked on this year as it is currently undergoing some significant changes. Any work will be done using the Service Enhancement hours. 	\$0.00
3	Dam Management Payment Request	<ul style="list-style-type: none"> This Deliverable will not be worked on this year as it is currently undergoing some significant changes. Any work will be done using the Service Enhancement hours. 	\$0.00
4	Dam Management Project Construction	<ul style="list-style-type: none"> This Deliverable will not be worked on this year as it is currently undergoing some significant changes. Any work will be done using the Service Enhancement hours. 	\$0.00
5	Project Construction	<ul style="list-style-type: none"> Rollover existing payment request and make necessary changes Tested updated rollover 	\$1,500.00
6	Marine Safety Grant Application	<ul style="list-style-type: none"> Rollover existing application and make necessary changes Tested updated rollover 	\$4,000.00
7	Marine Safety Grant	<ul style="list-style-type: none"> Rollover existing grant and make necessary changes Tested updated rollover 	\$2,500.00
8	Michigan NR Trust Fund Application	<ul style="list-style-type: none"> Rollover existing application and make necessary changes Tested updated rollover 	\$4,000.00
9	Trust Fund Grant	<ul style="list-style-type: none"> Rollover existing grant and make necessary changes Tested updated rollover 	\$2,500.00
10	Marine Safety Reimbursement	<ul style="list-style-type: none"> Rollover existing payment request and make necessary changes Tested updated rollover 	\$1,500.00
11	Land and Water Conservation Application	<ul style="list-style-type: none"> Rollover existing application and make necessary changes Tested updated rollover 	\$4,000.00
12	Land and Water Conservation Grant	<ul style="list-style-type: none"> Rollover existing grant and make necessary changes Tested updated rollover 	\$2,500.00
13	Rec. Passport Application	<ul style="list-style-type: none"> Rollover existing application and make necessary changes Tested updated rollover 	\$4,000.00
14	Rec. Passport Grant	<ul style="list-style-type: none"> Rollover existing grant and make necessary changes Tested updated rollover 	\$2,500.00
15	Property Acquisition	<ul style="list-style-type: none"> Rollover existing report and make necessary changes Tested updated rollover 	\$1,500.00
16	State Financial Request	<ul style="list-style-type: none"> Rollover existing report and make necessary changes Tested updated rollover 	\$1,500.00
17	Local Financial Request	<ul style="list-style-type: none"> Rollover existing payment request and make necessary changes Tested updated rollover 	\$1,500.00
18	System Enhancements	<ul style="list-style-type: none"> Additional Professional Services for any unforeseen DNR requested work 	\$23,500.00
19	Annual Support FY19	<ul style="list-style-type: none"> Annual Support term of 10/1/2018 through 9/30/2019. 	\$27,860.00
	TOTAL		\$84,860.00





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

CONTRACT CHANGE NOTICE

Change Notice Number **16**

to

Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

STATE	Program Manager	Glenn Gorton	MULTI
		517-241-2368	
		gortong@michigan.gov	
	Contract Administrator	Garrick Paraskevin	DTMB
		(517) 284-6993	
		paraskeving@michigan.gov	

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$12,780,004.50	\$590,533.00	\$13,370,537.50		

DESCRIPTION

Effective 9/18/2018, this Contract is increased by \$590,533.00 for MDHHS and MDE use (see breakdown below) per the attached Statements of Work. There is also additional Contract language being added by MSP (details below).

MDHHS: Increased by \$43,533.00 to perform maintenance, operations, hosting services, and enhancements on the IntelliGrants-based system currently in use by Michigan Domestic Violence Prevention and Treatment Board (MDVPTB) to align with new State and Federal regulations for Fiscal Year (FY) 2019.

MDE: Increased by \$547,000 to provide maintenance, enhancements, and support for the Michigan Electronic Grants Systems (MEGS Plus) and the Cash Management System (CMS), covering Michigan Department of Education's (MDE) needs through FY19.

MSP: Amending Contract language to add the National Highway Traffic Safety Administration's certifications and assurances, a requirement for all Contracts expensing federal traffic safety funds.

Ad-Board: MDHHS's increase occurring prior to MDE's as ad-board approval is not needed. MDE's increase approved by ad-

board on 9/11/2018 and resets the \$500,000.00 ad-board approval threshold for future work.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 9/11/2018.



**MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
STATEMENT OF WORK (SOW)**

Project Title: IntelliGrants Maintenance, Operations, and Hosting	Estimated Period of Coverage: October 1, 2018 – September 30, 2019
Requesting Agency: Michigan Department of Health and Human Services	Date: August 20, 2018
Agency Program Manager: Julie Giddings	Phone: (517) 241-7280
DTMB Program Manager: Kimberly Koppsch-Woods	Phone: (517) 241-3314

This Statement of Work (SOW) is made part of Contract Change Notice No.____ to Contract #071B1300072 (Contract) between the State (State) and Agate Software, Inc. (Contractor) effective as of the date set forth on the signature page of this Agreement.

NOW THEREFORE, the Parties agree as follows:

I. BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED

1. The Michigan Department of Health and Human Services (MDHHS) and the Department of Technology, Management, and Budget (DTMB) are requesting a PO release from the Contract for maintenance, operations, and hosting for the IntelliGrants-based system currently in use by the Michigan Domestic Violence Prevention and Treatment Board (MDVPTB).

II. BACKGROUND AND PROJECT OBJECTIVE

1. The objective of this Statement of Work (SOW) is to perform maintenance, operations, hosting services, and enhancements on the IntelliGrants-based system currently in use by MDVPTB to align with new State and Federal regulations for Fiscal Year (FY) 2019.

III. SCOPE OF WORK/TASKS

1. The following tasks are being requested by MDVPTB and are considered in-scope for this project:
 - A. Maintenance and Support: For the term October 1, 2018 through September 30, 2019.
 - B. Hosting: For the term October 1, 2018 through September 30, 2019.
 - C. System Enhancements
 1. Create SA, SANE, Services Training Officers Prosecutor (STOP), TSH and Domestic Violence (DV), Domestic Violence Emergency Services (DVES) Expenditure Reports for FY 19. Includes design documentation, configuration and testing.

2. Update Expenditure/Activity Report Functionality for FY 19. Includes design documentation, configuration and testing.

IV. PROJECT DELIVERABLES

1. Deliverables will not be considered complete until the Agency and DTMB Project Managers have formally accepted them. Deliverables for this project include:
 - A. Create SA, SANE, STOP, TSH and DV, DVES Expenditure Reports for FY 19
 - B. Update Expenditure/Activity Report Functionality for FY19
 - C. Update September Estimated Reports
 - D. Update Stored Procedure to pull data from Monthly Expenditure Reports to the September Estimated Report

V. ACCEPTANCE CRITERIA

1. All Written Deliverables and Custom Software Deliverables (Deliverables) require formal written approval by the DTMB and MDHHS Project Managers in accordance with Section 2.250 of the Contract.

VI. PROJECT CONTROL AND REPORTS

1. A bi-weekly progress report must be submitted to the MDHHS and DTMB Project Managers throughout the life of this project. Each progress report must contain the following:
 - A. Status: Indicate the project health in relation to project baseline schedule.
 - B. Hours: Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also, state whether the remaining hours are sufficient to complete the project.
 - C. Accomplishments: Indicate what was worked on and what was completed during the current reporting period.
 - D. Upcoming Tasks: Indicate tasks due within the next week.
 - E. Issues and Risks: Indicate any items that will post as a risk and the mitigation and any outstanding issues.
 - F. Funds: Indicate the amount of funds expended during the current reporting period and the cumulative total to date for the project.

VII. SPECIFIC DEPARTMENT STANDARDS:

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

VIII. PRICING

1. Pricing includes both standard services and any applicable customized services stated by the Michigan Department of Health and Human Services.

Description	Term	Unit Cost	Total Cost
IntelliGrants Annual Maintenance/Support FY19	10/1/2018 – 9/30/2019	\$6,733.00 per year	\$6,733.00
IntelliGrants Annual Hosting FY19	10/1/2018 – 9/30/2019	\$18,000.00 per year	\$18,000.00
IntelliGrants enhancement services as described in SOM contract 071B1300072 (up to 188 hours)	10/1/2018 – 9/30/2019	\$100.00 per hour	\$18,800.00
TOTAL			\$43,533.00

IX. PROJECT SCHEDULE/BILLING MILESTONES

1. DTMB will pay Contractor upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State’s satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.
2. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

X. EXPENSES

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

XI. PROJECT CONTACTS

1. The designated MDHHS Program Manager is:
 Julie Giddings
 MDHHS
 Grand Tower
 235 S Grand Ave,
 Lansing, MI 48909
 517-241-7280
 Email: Giddingsj@michigan.gov
2. The designated DTMB Program Manager is:
 Kimberly Koppsch-Woods
 DTMB Agency Services
 300 E. Michigan Ave
 Lansing, MI 48933
 517-241-3314

Email: Koppesch-woodsk@michigan.gov

XII. EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS :

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

XIII. GENERAL PROVISIONS

1. **Work Location.** Resource(s) will work entirely offsite unless otherwise specified by the DTMB Program Manager. The State is under no obligation to provide the Contractor with workstations or physical workspace for this SOW.
2. **Web or Hyperlinks.** In the event Contractor is unable to access or view any of the web links (also known as hyperlinks) contained within this Contract, Contractor must promptly notify the DTMB Program Manager. An inaccessible or non-working web link will not excuse the Contractor of its duties and obligations under this Contract. Contractor is responsible for ensuring its personnel and/or subcontractors have reviewed all State and DTMB policies under this Contract.
3. **Entire Agreement.** This SOW, together with the existing Contract, constitutes the Parties' complete and exclusive statement regarding work requirements and procedures. Apart from the amendments made in this SOW, all Contract terms and conditions must remain in full force and effect.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their duly authorized officers to execute this SOW via a contract change notice signature page, which is incorporated herein by reference.



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

Project Title: Michigan Electronic Grants System-Plus	Period of Coverage: 10/01/2018-9/30/2019
Requesting Department: Education	Date: 7/27/18
Agency Project Manager: Kevin Walters	Phone: 517-335-0543
DTMB Project Manager: Maria Thomas	Phone: 517-335-1701

BACKGROUND:

MEGS Plus is a web application that supports every school district and public-school academy in Michigan, as well as many day care providers, community colleges and universities. MEGS Plus serves about 1000 public and private organizational entities that employ about 5000 individual MEGS Plus users. MEGS Plus handles over 90% of the grant approvals, (over \$1.3 billion) for education-related grants in the State of Michigan. Users include the higher educational institutions, intermediate school districts, local educational agencies, public school academies, and nonpublic schools. All of the federal formula grants and the majority of MDE-sponsored competitive grants are in the system. Other support program information is also collected. Grants from the Department of Community Health and Human Services (DHHS) and the Talent Investment Agency (TED) are part of the MEGS Plus system as well as MDE grants. With few exceptions, MEGS Plus supports all grants administered by the State that are funded by the United States Department of Education. In addition, the MEGS Plus program supports other programs funded by the United States Department of Agriculture, including School, Child Care Center and Family Day Care Home nutrition reimbursement programs.

The MEGS application was developed in 2001 as a custom application developed by Agate Software. In 2011, MEGS Plus was released into production. This is a commercial off the shelf (COTS) application with modifications (MODS) that was developed by Agate Software.

The Cash Management System (CMS) is the system that manages cash disbursements to agencies for MEGS and non-MEGS (paper processed) grants. Most of the grants are administered by MDE, with some being administered by other State departments. This system communicates with the State's accounting system, SIGMA through the use of system interfaces, and is tied with the Management Information database (MIDB).

PROJECT OBJECTIVE:

To provide maintenance, enhancements, and support for the Michigan Electronic Grants Systems (MEGS Plus) and the Cash Management System (CMS) for the Michigan Department of Education (MDE).

SCOPE OF WORK:

Approved tasks associated with maintenance, enhancement and support services for the MEGS Plus and CMS applications from October 1, 2018 through September 30, 2019.

TASKS AND DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. This is a time and materials contract. The number of development and maintenance requests will vary throughout the SOW period (10/1/17 – 9/30/18), as will the required tasks. The tasks to be performed by Agate include but are not limited to the following:

- Software Maintenance and Support:

- Troubleshoot production problems; make recommendations for improvements
- System Updates
- Issue Resolution
- Enhancements where Agate performs programming, configuration and testing against specifications provided by the State including but not limited to the following:
 - MEGS
 - Complete the software development lifecycle for approximately 100 grant application rollovers and 5-10 new applications or reports
 - Development of new applications to support department initiatives.
 - CMS
 - Changes due to state or federal mandates

ACCEPTANCE CRITERIA:

Electronic written approval from MDE or DTMB is to serve as acceptance for tasks to ensure the system performs as its intended function.

PROJECT CONTROL AND REPORTS:

A monthly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. Each bi-weekly progress report must contain the following:

- **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
- **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
- **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

State Unified Information Technology Environment (SUITE) processes are to be used to for reporting and project controls.

SPECIFIC DEPARTMENT STANDARDS:

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

Source Code control/deployment via Team Foundation Server

Pursuant to section 2.252 'simulated production environment' will pertain to the SOM-MDE's Q/A environment

PAYMENT SCHEDULE:

Payment terms are net 45 days from issuance of invoices.

Payment will be made on a Time and Materials basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed the progress of the project, and fees. The invoices detail indicated separately, the charges for enhancements and maintenance. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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

EXPENSES:

Travel and expenses are not reimbursable under the terms of this agreement.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Kevin Walters
MDE, Office of School Support Services
Hannah Building, 4th Floor
608 W. Allegan
Lansing, MI 48903
WaltersK5@michigan.gov
517-335-0543 (w)

The designated DTMB Project Manager is:

Maria Thomas
DTMB Agency Services/ Education
Hannah Building, 1st Floor
608 W. Allegan
Lansing, MI 48903
517) 335-1701 (w)
(517) 930-6303 (c)
(517) 373-3325 (fax)
ThomasM16@michigan.gov

AGENCY RESPONSIBILITIES:

- Production and Q/A hosting environment and infrastructure
- Code promotion to Production and Q/A
- User Acceptance Testing and sign-off
- Communication to stakeholders/users for system down-time(s) (scheduled & unscheduled)
- MEIS password resets

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Work is to be performed at Agate Software, Inc., 2214 University Park Drive Suite 102, Okemos, MI, and MDE, 608 W. Allegan, Lansing, MI as needed. Requests for alternative work locations must be made to the DTMB and Agency Project Manager

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Project work that requires collaboration with State of Michigan employees will be in accordance to the State of Michigan calendar and normal working hours of 8:00 am to 5:00 pm, Monday through Friday. Work hours are to be adhered unless otherwise agreed to in writing.

Work by Agate Software employees outside of the State of Michigan working hours is at the discretion of Agate Software; however, no overtime will be paid by the State of Michigan.

This purchase order is a release from Contract Number 071B1300072. This purchase order, statement of work, and the terms and conditions of Contract Number 071B1300072 constitute the entire agreement between the State and the Contractor.

Attachment A: Pricing Information - Fiscal Year 2019

Item	Description	Cost
Maintenance and Support	MEGS+ and CMS system support and maintenance in accordance with terms and conditions of contract 071B1300072.	\$ 163,600
Enhancements	MEGS Plus and CMS system enhancements in accordance with terms and conditions of contract 071B1300072.	\$ 383,400

Total \$ 547,000

FY 2019 CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION (applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2I and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.



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

CONTRACT CHANGE NOTICE

Change Notice Number **15**

to

Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	CV0037712

STATE	Program Manager	Glenn Gorton	MULTI
		517-241-2368	
		gortong@michigan.gov	
	Contract Administrator	Garrick Paraskevin	DTMB
		(517) 284-6993	
		paraskeving@michigan.gov	

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2018
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

--

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>		<input type="checkbox"/>		September 30, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$12,006,004.50	\$774,000.00	\$12,780,004.50		

DESCRIPTION

Effective April 6, 2018, the State exercises the fourth of five option years, and the parties increase the contract by \$774,000.00 for the Michigan State Housing Development Authority (MSHDA) per the attached Statement of Work (SOW). All other terms, conditions, specifications, and pricing remain the same.

Project Information

Background

The Michigan State Housing Development Authority (MSHDA) established in 1966, provides financial and technical assistance through public and private partnerships to create and preserve safe and decent affordable housing, engage in community economic development activities, develop vibrant cities, towns and villages, and address homeless issues. In 2002, MSHDA and Agate Software, Inc. (Agate) implemented the MSHDA Activity Tracking Tool (MATT) to manage housing projects. MATT provides online capabilities for applications, creation of contracts, submission of program data and financial payment requests and creation of customized reports. The MATT system has been in use/development for over ten years and has reached a level of complexity that is challenging for Agate and MSHDA to manage. The MATT system is based on technology no longer supported by the Department of Technology, Management, and Budget (DTMB) and does not provide MSHDA with the desired levels of system performance and functionality.

Since 2002, there have been numerous advancements in technology and lessons learned by the MATT project team. Converting the MATT system into the most current version of IntelliGrants (IG12) is the opportunity to incorporate these valuable concepts into the system for the future.

The information in this document and measures being taken during this phase of the engagement are the steps involved in converting the MATT system into IG12. Agate is pleased to have this opportunity to create the foundation for the conversion of the MATT system.

Project Objective

The objective of this project is to complete phase 6 of the legacy MATT conversion and provide maintenance and hosting services on legacy MATT and MATT 2.0. The project period will be from January 1, 2018 to December 31, 2018.

The following divisions are currently using the system and will be involved in the project:

1. Community Development (OPAL)
2. Technical Assistance (TA)
3. Housing Counseling (HEP)
4. Rental Assistance and Homeless Solutions (HALO)
5. HHF – Blight
6. Housing Development – HDF
7. Property Improvement Program – PIP



8. COMPASS
9. Overall system documentation and training

Scope of Work

The scope of work for this engagement includes all software and services necessary to provide all line items listed below.

System Maintenance

1. Legacy MATT

- Includes performance of maintenance tasks required to support programs currently being managed in the legacy MATT system

2. MATT 2.0

- Includes performance of maintenance tasks required to support programs currently being managed in or, that are being migrated into, the MATT 2.0 system.

3. Future Enhancements

- To be used for changes required by legislation, audit finding, federal mandate or because of finding business process change within MSHDA.
- Includes all unknown tasks that are not known at the time of SOW creation. This includes all change requests. Change Requests are Statements of Work documenting and receiving approval of the work to be completed.

System Hosting

4. Hosting Services

- Includes twelve (12) months of hosting services on dedicated servers at the Liquid Web hosting facility as described in Attachment 1. The Hosting services will be billed monthly as years past.

Vendor Roles and Responsibilities

- Develop and configure functionality according to design document by the project schedule deadlines
- Test functionality
- Migrate data from development environment to the demonstration environment for State testing
- Migrate data from demonstration environment to the production environment for State testing
- Designate back up staff to make decisions when necessary per the project charter



State Roles and Responsibilities

- Test and accept functionality by the project schedule deadlines
- Be available for meetings to discuss ongoing design, configuration and development
- Sign off/accept completed functionality by the project schedule deadlines
- Designate back up staff to make decisions when necessary per the project charter

Design and Acceptance Process

Agate Software, Inc. and the MSHDA will work together to design the final process flows, forms and management reports. The design process for forms and management reports is:

- Agate provides design documents via e-copy
- Agate and MSHDA review the design documents in a status meeting
- Once the design is finalized, Agate will update design documents with data types, business rules, calculations and error checking
- Agate configures forms, tests and pushes data to the demo server once a week (on Fridays)
- Agate performs second round of testing on the demo server
- Agate notifies MSHDA when testing is complete on demo
- MSHDA performs user acceptance testing on demo and provides feedback to Agate
- Agate pushes data to the production server (This means that un-approved functionality will go to the production environment. Functionality will be hidden on production until tested and approved completely by MSHDA)
- Agate and MSHDA discuss testing feedback in a status meeting and decide how to move forward
- Agate performs additional configuration if needed (go to seventh bullet above)
 - This bullet can be performed up to three times. Agate considers this one round of configuration/development and two rounds of configuration/development updates: (1) initial configuration; (2) additional configuration after user acceptance testing; (3) final round of configuration updates;
 - If additional rounds of configuration are needed, the change management process will be used. Usually, Agate and MSHDA will determine how to move forward by either (1) moving a task that is not yet completed to the parking lot list so the resources allotted for that task can be used to perform the additional configuration (essentially exchanging one task for the other); (2) moving the additional configuration requests to the parking lot list;
 - Items on the parking lot list are considered out of scope and may be developed



for subsequent phases of the project that are beyond the scope of work for this engagement

- MSHDA approves Acceptance portion of NTP/Acceptance document via email
- Agate develops printable versions of the forms (PDFs) and the PDFs are pushed in the next weekly push
- Design and acceptance process is considered complete
- Bugs found after acceptance has been given will be fixed
 - A bug is defined as functionality not working according to the design in the NTP/Acceptance document
 - If a design change is needed after acceptance the change management process will be used

Assumptions

1. All professional services required for execution have been included in deliverable costs;
2. Work associated with out of scope requirements will be handled through change management procedures outlined the MATT Conversion Project Charter;
3. Failure to meet UAT deadlines may result in the use of the change management process to complete the deliverable

Acceptance Criteria

Electronic written approval from MSHDA is to serve as acceptance for tasks to ensure the system performs as its intended function.

User acceptance testing is conducted at various stages throughout the project. Agate expects MSHDA to perform user acceptance testing for each of the deliverables that are documented in the scope of work. Final user acceptance testing is also expected to be performed by the due date in the project schedule.

Project Control and Reports

Agate shall provide ProjecTrax as a free, online tool for project tracking and management.

Project Schedule

The approximate duration of Phase 6 of this implementation project is 12 months. This project may overlap slightly with Phase 5 of this project.

Payment Schedule

Agate will provide a payment schedule based on the project schedule and project deliverables once the estimates above are approved by DTMB and MSHDA.



Payment terms are net 45 days from issuance of approved invoices. Invoices for all fees are to be issued on the 16th of each month.

Travel and Expenses

Travel and expenses are not reimbursable under the terms of this agreement.

Project Contacts

- Jeff Claeys, Account Manager
Agate Software, Inc.
jclaeys@agatesoftware.com
(517) 336-2540
- B.J. Harrington, Project Manager
Agate Software, Inc.
bjharrington@agatesoftware.com
(517) 336-2529
- Vanessa McDonald, Project Manager
MSHDA
mcdonaldv@michigan.gov
(517) 241-2021

Agency Responsibilities and Assumptions

- Meeting space with a projector and access to the Internet
- Access to MSHDA subject matter experts
- Access to MSHDA program specific information

Location of Where the Work is to be Performed

Work is to be performed at Agate Software, Inc. and onsite at MSHDA as needed

Expected Contractor Work Hours and Conditions

8:00 am – 5:00 pm EST



Line Item Pricing Information

Agate will receive payment for the following line items based upon the acceptance process described in the Acceptance Criteria section above.

56	MATT (Legacy) Maintenance	<ul style="list-style-type: none"> System maintenance services required to support programs currently being managed in the MATT (legacy) system. 	\$70,000.00
56	MATT 2.0 Maintenance	<ul style="list-style-type: none"> System maintenance services required to support programs currently being managed in the MATT 2.0 system. 	\$500,000.00
55	Future Enhancements	<ul style="list-style-type: none"> Future enhancements and change requests. 	\$150,000.00
Sub Total			\$720,000.00
58	Hosting	<ul style="list-style-type: none"> Twelve (12) months of hosting services as described in Attachment 1. 	\$54,000.00
Sub Total			\$54,000.00
TOTAL			\$774,000.00



Attachment 1

Agate Software has created a co-location partnership with Liquid Web for hosting services. Our co-location partnership allows us to focus on our area of expertise (software development) and Liquid Web to focus on hosting. Liquid Web offers additional security and certifications. Agate shall remain responsible to MSHDA for any interruptions in service or loss of data due to any acts or omissions of Agate's hosting services providers.

Features to be Provided by Agate and Liquid Web

- SAE Certification
- FIPS 140-2 (level 1)
- Defend Denial of Service Attacks DDoS- 2GB/per second, 3 million packets per second
- GlobalSign SSL Certificate

Web Production Server

- Processor: Dual Xeon E5506 Quad Core (Gainstown)
- RAM: 8GB DDR3 SDRAM
- HD1: 4 x SATA RAID 5 (7,200 rpm) (+500 GB 7200 RPM SATA hard drive)
- HD2: SATA Backup Drive (+500 GB SATA (7,200 rpm))
- OS: Windows Server 2 CPUs (+Windows 2012 Standard 64---bit) (+ESET NOD32 Anti---Virus) (+MSSQL Express 2012)
- Core Managed (+Server Secure)
- Bandwidth: 8 TB Outbound Bandwidth (+100M uplink port)

Dedicated Database Server

- Processor: AMD Dual x8 Opteron 6128
- RAM: 8GB DDR3 SDRAM
- HD1: 2 x SATA RAID 1 (7,200 rpm) (+500 GB 7200 RPM SATA hard drive)
- HD2: SATA Backup Drive (+500 GB SATA (7,200 rpm))
- OS: Windows Server 2 CPUs (+Windows 2012 Standard 64---bit) (+ESET NOD32 Anti---Virus) (+MSSQL Server 2012 Standard Edition 2 CPUs -- 8 CORES) Core Managed (+Server Secure)
- Bandwidth: 8 TB Outbound Bandwidth (+100M uplink port)

Cisco Dedicated Firewall

- Firewall Options: Cisco ASA 5505 (+Fully Managed VPN (IPSEC)) (+Unlimited IP Addresses Protected) Dedicated Cisco GB Switch
- PrivateSwitch: 5 Port Gigabit Switch





**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

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

CONTRACT CHANGE NOTICE

Change Notice Number 14
to
Contract Number 071B1300072

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	*****1089

STATE	Glenn Gorton	MULTI
	517-241-2368	
	gortong@michigan.gov	
	Malu Natarajan	DTMB
	(517) 284-7030	
	natarajanm@michigan.gov	

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
Effective Date	Contract End Date	Contract Term	Contract End Date
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2018
Contract Status		Contract Status	
		N/A	
Payment Method		Payment Method	
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
N/A			

DESCRIPTION OF CHANGE NOTICE

<input type="checkbox"/>	<input type="checkbox"/>	September 30, 2018
\$11,479,004.50	\$527,000.00	\$12,006,004.50

DESCRIPTION

Effective January 9, 2018, this contract is increased by \$527,000.00 for the Department of Education per the attached Statement of Work (SOW). All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement and and State Administrative Board approval on 12/19/2017.



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

CONTRACT CHANGE NOTICE

Change Notice Number **12**

to

Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	*****1089

STATE	Program Manager	Glenn Gorton	MULTI
		517-241-2368	
		gortong@michigan.gov	
	Contract Administrator	Simon Baldwin	DTMB
		(517) 284-6997	
		baldwins@michigan.gov	

CONTRACT SUMMARY				
INTELLIGRANTS MAINTENANCE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$11,439,875.50	\$39,129.00	\$11,479,004.50		
DESCRIPTION				
Effective 10/12/2017, This contract is increased by \$39,129.00 for the Department of Health and Human Services. Per the attached Statement of Work (SOW). IntelliGrants Annual Maintenance/Support FY18 MDHHS - \$5,534.00 IntelliGrants Annual Hosting FY18 MDHHS - \$14,795.00 IntelliGrants Enhancements - \$18,800.00 Total - \$39,129.00 All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Procurement approval.				



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

Project Title: Agate additional services	Period of Coverage: 12/05/2017 – 9/30/2018
Requesting Department: Michigan Department of Health and Human Services	Date: 06/09/2017
Agency Project Manager: Julie Giddings	Phone: 517-241-7280
DTMB Project Manager: Kimberly Koppesch-Woods	Phone: 517-331-5354

I. BACKGROUND

1.1 The Department of Health and Human Services (MDHHS) and the Department of Technology, Management, and Budget (DTMB) are requesting a PO release from the contract # 071B1300072 with Agate Software Inc. for additional services on the IntelliGrants-based system currently in use by MDVPTB.

II. PROJECT OBJECTIVE

2.1 The objective of this Statement of Work (SOW) is to perform enhancement services on the IntelliGrants-based system currently in use by MDVPTB to align with new State and Federal regulations for FY18.

III. SCOPE OF WORK

3.1 The following tasks are being requested by MDVPTB and are considered in-scope for this project:

3.2 System Enhancements

- a) Update Sexual Assault (SA), Sexual Assault Nurse Examiner (SANE), and Transitional Supportive Housing (TSH) Contract Templates for FY 20. STOP, DV and DVES don't need new contacts until FY 21. These contract templates are needed for FY21.
 - i. Includes design documentation, configuration and testing
- b) Create SA, SANE, Services Training Officers Prosecutor (STOP), TSH and Domestic Violence (DV), Domestic Violence Emergency Services (DVES) Expenditure Reports for FY19.
 - i. Includes design documentation, configuration and testing
- c) Update Expenditure/Activity Report Functionality for FY 19
 - i. Includes design documentation, configuration and testing
- d) Create DV, DVES, STOP, SA, SANE and TSH Expenditure Reports for FY 18 (They are doing this in FY17).
 - ii. Stored Procedure created to update current form copy options
- e) Update September Estimated Reports (We may not need this but won't know until they establish year end closing dates. If we do need it, they are doing this in FY17).
 - a. Includes design documentation, configuration
 - b. Update Stored Procedure to pull data from Monthly Expenditure Reports to the
 - c. September Estimated Report

IV. DELIVERABLES

4.1 Deliverables will not be considered complete until the Agency and DTMB Project Managers have formally accepted them. Deliverables for this project include:

- a) Update SA, SANE, and TSH Contract Templates for FY 20
- b) Create SA, SANE, STOP, TSH and DV, DVES Expenditure Reports for FY 19
- c) Update Expenditure/Activity Report Functionality for FY19
- d) Create DV, DVES, STOP, SA, SANE and TSH Expenditure Reports for FY 18 (Doing this in FY 17)
- e) Update September Estimated Reports
- f) Update Stored Procedure to pull data from Monthly Expenditure Reports to the September Estimated Report

V. ACCEPTANCE CRITERIA

5.1 Section X of the contract govern acceptance criteria and procedures.

VI. PROJECT CONTROL AND REPORTS

6.1 A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

- a) Hours: Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
- b) Accomplishments: Indicate what was worked on and what was completed during the current reporting period.
- c) Funds: Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

VII. SPECIFIC DEPARTMENT STANDARDS:

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

VIII. PAYMENT SCHEDULE

8.1 DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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

8.3 This purchase order is a release from Contract Number 071B1300072. This purchase order, statement of work, and the terms and conditions of Contract Number 071B1300072 constitute the entire agreement between the State and the Contractor.

IX. EXPENSES

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

X. PROJECT CONTACTS

10.1 The designated Agency Project Manager is:

Julie Giddings
MDHHS
Grand Tower
235 S Grand Ave,

Lansing, MI 48909
517-241-7280
Giddingsj@michigan.gov

10.2 The designated DTMB Project Manager is:

Linda Meyer
DTMB
Chandler Building
300 E. Michigan Avenue,
Lansing, MI 48933
517-241-7650
MeyerL2@michigan.gov

XI. EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS

11.1 Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

11.2 No overtime will be permitted.

XII. GENERAL PROVISIONS

12.1 Work Location. Resource(s) will work entirely offsite unless otherwise specified by the DTMB Program Manager. The State is under no obligation to provide the Contractor with workstations or physical workspace for this SOW.

12.2 Web or Hyperlinks. In the event Contractor is unable to access or view any of the web links (also known as hyperlinks) contained within this Contract, Contractor must promptly notify the DTMB Program Manager. An inaccessible or non-working web link will not excuse the Contractor of its duties and obligations under this Contract. Contractor is responsible for ensuring its personnel and/or subcontractors have reviewed all State and DTMB policies under this Contract.

12.3 Entire Agreement. This SOW, together with the existing Contract, constitutes the Parties' complete and exclusive statement regarding work requirements and procedures. Apart from the amendments made in this SOW, all Contract terms and conditions must remain in full force and effect.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their duly authorized officers to execute this SOW via a contract change notice signature page, which is incorporated herein by reference.

Product ID	Description	Term	Unit Cost	Prorated Cost
MI VAWA_AS	IntelliGrants Annual Maintenance/Support FY18	12/5/2017-9/30/2018	\$ 6,733.00	\$ 5,534.00
MI VAWA_AH	IntelliGrants Annual Hosting FY18	12/5/2017-9/30/2018	\$ 18,000.00	\$ 14,795.00
			Sub-Total	\$ 20,329.00
			Sales Tax	N/A
			Total	\$ 20,329.00

*this term is prorated to start on 12/4/2017.
*the term will start next year on 10/1/2018. to align with the start of the state's fiscal year

Product ID	Description	Hours	Rate	Extended Cost
MI VAWA_Enh	IntelliGrants enhancement services as described in SOM contract 071B1300072.	188.00	\$ 100.00	\$ 18,800.00
			Sub-Total	\$ 18,800.00
			Sales Tax	N/A
			Total	\$ 18,800.00



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

CONTRACT CHANGE NOTICE

Change Notice Number **10**
 to
 Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	*****1089

STATE	Program Manager	Glenn Gorton	DTMB
		517-241-2368	
		GortonG@michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 284-7045	
		barronj1@michigan.gov	

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		September 30, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$10,710,875.50	\$729,000.00	\$11,439,875.50		

DESCRIPTION

Effective December 20, 2016, the parties exercise the third option year on the contract and add funding to renew maintenance, support and hosting and renew the existing labor rate for grant process configurations. See cost table below.

MSHDA COST TABLE (1/1/17-12/31/17):

Legacy MATT System Maintenance	\$100,000.00
MATT 2.0 System Maintenance	\$500,000.00
Hosting	\$ 54,000.00
Grant Process Configuration Changes	\$ 75,000.00
TOTAL	\$729,000.00

The parties also renew the labor rate of \$100/hour for Grant Process Configurations. Funding for this purpose may only be added via future statements of work in contract change notices specifically describing the work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency, DTMB Procurement and State Administrative Board approval.



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

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

CONTRACT CHANGE NOTICE

Change Notice Number **11**
to
Contract Number **071B1300072**

CONTRACTOR	AGATE SOFTWARE INC
	2214 University Park Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	(517) 336-2540
	jclaeys@agatesoftware.com
	*****1089

STATE	Glenn Gorton	DTMB
	517-241-2368	
	Jarrod Barron	DTMB
	(517) 284-7045	
	barronj1@michigan.gov	

CONTRACT SUMMARY

INTELLIGRANTS MAINTENANCE			
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2017
		NA	
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

DESCRIPTION OF CHANGE NOTICE			
<input type="checkbox"/>	NA	<input type="checkbox"/>	NA
September 30, 2017			
\$10,710,875.50	\$43,533.00	\$10,754,408.50	

DESCRIPTION

Effective 10/01/2016, the attached vendor proposal and quote dated 8/15/2016 are incorporated into the original contract. The attached proposal is for Maintenance, Hosting and Service Enhancement services as follows:

IntelliGrants Annual Maintenance/Support:	\$6,733.00
IntelliGrants Annual Hosting:	\$18,000.00
Service Enhancements:	\$18,800.00
Total:	\$43,533.00

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



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number 9
to
Contract Number 071B1300072

CONTRACTOR	Agate Software
	2214 University Place Drive, Suite 102
	Okemos, MI 48865
	Jeff Claeys
	517-366-2540
	jclayes@agatesoftware.com
	1089

STATE	Program Manager	Tracie Mansberger	DTMB
		517-373-9684	
		MansbergerT@michigan.gov	
STATE	Contract Administrator	Jarrod Barron	DTMB
		517-284-7045	
		barronj@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Intelligrants Maintenance				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 1, 2010	September 30, 2015	5 – 1 year	September 30, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		September 30, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$9,922,115.50		\$84,443.00	\$10,710,875.50	
DESCRIPTION: This change Notice exercises the Second of Five Option Years for Intelligrants software, maintenance and enhancements for DTED, DOE, DNR and MSP, per contractor, agency and DTMB Procurement agreement and State Administrative Board approval on 9/29/2016. Separate Statements of Work will be sent to DTMB Procurement for approval and approved funding will be made available in the contract as required.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 8
 to
 CONTRACT NO. 071B1300072
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Agate Software Inc 2214 University Park Drive, Suite 102 Okemos Michigan, 48865	Jeff Claeys	jclaeys@agatesoftware.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(517) 336-2540	*****1089

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Tracie Mansberger	517-373-9684	MansbergerT@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	(517) 284-7035	meadt@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Intelligrants Maintenance			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2015	5 - 1 Year	September 30, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
n/a		n/a	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
n/a			

DESCRIPTION OF CHANGE NOTICE				
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	
\$9,922,115.50		\$ 0.00	\$9,922,115.50	
DESCRIPTION: Effective March 10, 2016, the parties agree to the attached revised DNR Project Schedule, replacing the one in Change Notice 7. Net result: Project end date changes from 2/16/16 to 3/31/16. All other terms, conditions, pricing and specifications remain the same. Per contractor, agency and DTMB Procurement agreement.				

ID		Task Mode	Task Name	Duration	Start	Finish	Resource Names
1			MI Rec Grants	39 days	Mon 2/8/16	Thu 3/31/16	
2			TF - POST COMPLETION & PROJECT MGT	5 days	Mon 2/8/16	Fri 2/12/16	
3			Push on FTP Site	1 day	Mon 2/8/16	Mon 2/8/16	Agate
4			Push to Dev	1 day	Mon 2/8/16	Mon 2/8/16	DTMB
5			Testing	1 day	Tue 2/9/16	Tue 2/9/16	Amy Matisoff,Lance Brooks
6			Push to QA	1 day	Wed 2/10/16	Wed 2/10/16	DTMB
7			Testing	1 day	Thu 2/11/16	Thu 2/11/16	Amy Matisoff,Lance Brooks
8			Push to Production	1 day	Fri 2/12/16	Fri 2/12/16	DTMB
9			LW - PROJECT AGREEMENT AMENDMENT	5 days	Mon 2/8/16	Fri 2/12/16	
10			Push on FTP Site	1 day	Mon 2/8/16	Mon 2/8/16	Agate
11			Push to Dev	1 day	Mon 2/8/16	Mon 2/8/16	DTMB
12			Testing	1 day	Tue 2/9/16	Tue 2/9/16	Amy Matisoff,Lance Brooks
13			Push to QA	1 day	Wed 2/10/16	Wed 2/10/16	DTMB
14			Testing	1 day	Thu 2/11/16	Thu 2/11/16	Amy Matisoff,Lance Brooks
15			Push to Production	1 day	Fri 2/12/16	Fri 2/12/16	DTMB
16			LW - POST COMPLETION & PROJECT MGT	5 days	Mon 2/8/16	Fri 2/12/16	
17			Push on FTP Site	1 day	Mon 2/8/16	Mon 2/8/16	Agate
18			Push to Dev	1 day	Mon 2/8/16	Mon 2/8/16	DTMB
19			Testing	1 day	Tue 2/9/16	Tue 2/9/16	Amy Matisoff,Lance Brooks
20			Push to QA	1 day	Wed 2/10/16	Wed 2/10/16	DTMB
21			Testing	1 day	Thu 2/11/16	Thu 2/11/16	Amy Matisoff,Lance Brooks
22			Push to Production	1 day	Fri 2/12/16	Fri 2/12/16	DTMB
23			RP - POST COMPLETION & PROJECT MGT	5 days	Mon 2/8/16	Fri 2/12/16	
24			Push on FTP Site	1 day	Mon 2/8/16	Mon 2/8/16	Agate
25			Push to Dev	1 day	Mon 2/8/16	Mon 2/8/16	DTMB
26			Testing	1 day	Tue 2/9/16	Tue 2/9/16	Amy Matisoff,Lance Brooks
27			Push to QA	1 day	Wed 2/10/16	Wed 2/10/16	DTMB
28			Testing	1 day	Thu 2/11/16	Thu 2/11/16	Amy Matisoff,Lance Brooks
29			Push to Production	1 day	Fri 2/12/16	Fri 2/12/16	DTMB
30			Milestone - 02/12	0 days	Fri 2/12/16	Fri 2/12/16	
31			TF - DEV. PROJECT OVERSIGHT (BIDS, PLANS & SPEC	4 days	Tue 2/16/16	Fri 2/19/16	

ID		Task Mode	Task Name	Duration	Start	Finish	Resource Names
32			Push on FTP Site	1 day	Tue 2/16/16	Tue 2/16/16	Agate
33			Push to Dev	2 days	Tue 2/16/16	Wed 2/17/16	DTMB
34			Testing	1 day	Tue 2/16/16	Tue 2/16/16	Amy Matisoff,Lance Brooks
35			Push to QA	1 day	Wed 2/17/16	Wed 2/17/16	DTMB
36			Testing	2 days	Thu 2/18/16	Fri 2/19/16	Amy Matisoff,Lance Brooks
37			Push to Production	1 day	Fri 2/19/16	Fri 2/19/16	DTMB
38			TF - Local Only - ACQ. PROJECT OVERSIGHT	4 days	Tue 2/16/16	Fri 2/19/16	
39			Push on FTP Site	1 day	Tue 2/16/16	Tue 2/16/16	Agate
40			Push to Dev	2 days	Tue 2/16/16	Wed 2/17/16	DTMB
41			Testing	1 day	Tue 2/16/16	Tue 2/16/16	Amy Matisoff,Lance Brooks
42			Push to QA	1 day	Wed 2/17/16	Wed 2/17/16	DTMB
43			Testing	2 days	Thu 2/18/16	Fri 2/19/16	Amy Matisoff,Lance Brooks
44			Push to Production	1 day	Fri 2/19/16	Fri 2/19/16	DTMB
45			LW - PROJECT OVERSIGHT (BIDS, PLANS & SPECS)	4 days	Tue 2/16/16	Fri 2/19/16	
46			Push on FTP Site	1 day	Tue 2/16/16	Tue 2/16/16	Agate
47			Push to Dev	2 days	Tue 2/16/16	Wed 2/17/16	DTMB
48			Testing	1 day	Tue 2/16/16	Tue 2/16/16	Amy Matisoff,Lance Brooks
49			Push to QA	1 day	Wed 2/17/16	Wed 2/17/16	DTMB
50			Testing	2 days	Thu 2/18/16	Fri 2/19/16	Amy Matisoff,Lance Brooks
51			Push to Production	1 day	Fri 2/19/16	Fri 2/19/16	DTMB
52			RP - PROJECT OVERSIGHT (BIDS, PLANS & SPECS)	4 days	Tue 2/16/16	Fri 2/19/16	
53			Push on FTP Site	1 day	Tue 2/16/16	Tue 2/16/16	Agate
54			Push to Dev	2 days	Tue 2/16/16	Wed 2/17/16	DTMB
55			Testing	1 day	Tue 2/16/16	Tue 2/16/16	Amy Matisoff,Lance Brooks
56			Push to QA	1 day	Wed 2/17/16	Wed 2/17/16	DTMB
57			Testing	2 days	Thu 2/18/16	Fri 2/19/16	Amy Matisoff,Lance Brooks
58			Push to Production	1 day	Fri 2/19/16	Fri 2/19/16	DTMB
59			DM - PROJECT AGREEMENT AMENDMENT	4 days	Tue 2/16/16	Fri 2/19/16	
60			Push on FTP Site	1 day	Tue 2/16/16	Tue 2/16/16	Agate
61			Push to Dev	2 days	Tue 2/16/16	Wed 2/17/16	DTMB
62			Testing	1 day	Tue 2/16/16	Tue 2/16/16	Amy Matisoff,Lance Brooks

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
63	 	Push to QA	1 day	Wed 2/17/16	Wed 2/17/16	DTMB
64	 	Testing	2 days	Thu 2/18/16	Fri 2/19/16	Amy Matisoff,Lance Brooks
65	 	Push to Production	1 day	Fri 2/19/16	Fri 2/19/16	DTMB
66		DM - PROJECT OVERSIGHT (BIDS, PLANS & SPECS)	4 days	Tue 2/16/16	Fri 2/19/16	
67	 	Push on FTP Site	1 day	Tue 2/16/16	Tue 2/16/16	Agate
68	 	Push to Dev	2 days	Tue 2/16/16	Wed 2/17/16	DTMB
69	 	Testing	1 day	Tue 2/16/16	Tue 2/16/16	Amy Matisoff,Lance Brooks
70	 	Push to QA	1 day	Wed 2/17/16	Wed 2/17/16	DTMB
71	 	Testing	2 days	Thu 2/18/16	Fri 2/19/16	Amy Matisoff,Lance Brooks
72	 	Push to Production	1 day	Fri 2/19/16	Fri 2/19/16	DTMB
73		CMI - POST COMPLETION & PROJECT MGT	4 days	Tue 2/16/16	Fri 2/19/16	
74	 	Push on FTP Site	1 day	Tue 2/16/16	Tue 2/16/16	Agate
75	 	Push to Dev	2 days	Tue 2/16/16	Wed 2/17/16	DTMB
76	 	Testing	1 day	Tue 2/16/16	Tue 2/16/16	Amy Matisoff,Lance Brooks
77	 	Push to QA	1 day	Wed 2/17/16	Wed 2/17/16	DTMB
78	 	Testing	2 days	Thu 2/18/16	Fri 2/19/16	Amy Matisoff,Lance Brooks
79	 	Push to Production	1 day	Fri 2/19/16	Fri 2/19/16	DTMB
80		CMI - CONVERSION / MITIGATION	4 days	Tue 2/16/16	Fri 2/19/16	
81	 	Push on FTP Site	1 day	Tue 2/16/16	Tue 2/16/16	Agate
82	 	Push to Dev	2 days	Tue 2/16/16	Wed 2/17/16	DTMB
83	 	Testing	1 day	Tue 2/16/16	Tue 2/16/16	Amy Matisoff,Lance Brooks
84	 	Push to QA	1 day	Wed 2/17/16	Wed 2/17/16	DTMB
85	 	Testing	2 days	Thu 2/18/16	Fri 2/19/16	Amy Matisoff,Lance Brooks
86	 	Push to Production	1 day	Fri 2/19/16	Fri 2/19/16	DTMB
87		BF - POST COMPLETION & PROJECT MGT	4 days	Tue 2/16/16	Fri 2/19/16	
88	 	Push on FTP Site	1 day	Tue 2/16/16	Tue 2/16/16	Agate
89	 	Push to Dev	2 days	Tue 2/16/16	Wed 2/17/16	DTMB
90	 	Testing	1 day	Tue 2/16/16	Tue 2/16/16	Amy Matisoff,Lance Brooks
91	 	Push to QA	1 day	Wed 2/17/16	Wed 2/17/16	DTMB
92	 	Testing	2 days	Thu 2/18/16	Fri 2/19/16	Amy Matisoff,Lance Brooks
93	 	Push to Production	1 day	Fri 2/19/16	Fri 2/19/16	DTMB

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
94	 	BF - CONVERSION / MITIGATION	4 days	Tue 2/16/16	Fri 2/19/16	
95	 	Push on FTP Site	1 day	Tue 2/16/16	Tue 2/16/16	Agate
96	 	Push to Dev	2 days	Tue 2/16/16	Wed 2/17/16	DTMB
97	 	Testing	1 day	Tue 2/16/16	Tue 2/16/16	Amy Matisoff,Lance Brooks
98	 	Push to QA	1 day	Wed 2/17/16	Wed 2/17/16	DTMB
99	 	Testing	2 days	Thu 2/18/16	Fri 2/19/16	Amy Matisoff,Lance Brooks
100	 	Push to Production	1 day	Fri 2/19/16	Fri 2/19/16	DTMB
101		Admin Tools	4 days	Tue 2/16/16	Fri 2/19/16	
102	 	Push on FTP Site	1 day	Tue 2/16/16	Tue 2/16/16	Agate
103	 	Push to Dev	2 days	Tue 2/16/16	Wed 2/17/16	DTMB
104	 	Testing	1 day	Tue 2/16/16	Tue 2/16/16	Amy Matisoff,Lance Brooks
105	 	Push to QA	1 day	Wed 2/17/16	Wed 2/17/16	DTMB
106	 	Testing	2 days	Thu 2/18/16	Fri 2/19/16	Amy Matisoff,Lance Brooks
107	 	Push to Production	1 day	Fri 2/19/16	Fri 2/19/16	DTMB
108		Milestone - 02/19	0 days	Fri 2/19/16	Fri 2/19/16	
109		TF - Local DEV. REIMBURSEMENT REQUESTS	4 days	Mon 2/22/16	Thu 2/25/16	
110	 	Push on FTP Site	1 day	Mon 2/22/16	Mon 2/22/16	Agate
111	  	Push to Dev	1 day	Mon 2/22/16	Mon 2/22/16	DTMB
112	 	Testing	1 day	Mon 2/22/16	Mon 2/22/16	Amy Matisoff,Lance Brooks
113	  	Push to QA	1 day	Tue 2/23/16	Tue 2/23/16	DTMB
114	 	Testing	1 day	Wed 2/24/16	Wed 2/24/16	Amy Matisoff,Lance Brooks
115	 	Push to Production	1 day	Thu 2/25/16	Thu 2/25/16	DTMB
116		TF - State DEV. & ACQ REIMBURSEMENT REQUESTS	4 days	Mon 2/22/16	Thu 2/25/16	
117	 	Push on FTP Site	1 day	Mon 2/22/16	Mon 2/22/16	Agate
118	  	Push to Dev	1 day	Mon 2/22/16	Mon 2/22/16	Agate DTMB
119	 	Testing	1 day	Mon 2/22/16	Mon 2/22/16	Amy Matisoff,Lance Brooks
120	  	Push to QA	1 day	Tue 2/23/16	Tue 2/23/16	DTMB
121	 	Testing	1 day	Wed 2/24/16	Wed 2/24/16	Amy Matisoff,Lance Brooks
122	  	Push to Production	1 day	Thu 2/25/16	Thu 2/25/16	DTMB
123		TF - REIMBURSEMENT REPORTS	4 days	Mon 2/22/16	Thu 2/25/16	
124	 	Push on FTP Site	1 day	Mon 2/22/16	Mon 2/22/16	Agate

ID		Task Mode	Task Name	Duration	Start	Finish	Resource Names
125			Push to Dev	1 day	Mon 2/22/16	Mon 2/22/16	DTMB
126			Testing	1 day	Mon 2/22/16	Mon 2/22/16	Amy Matisoff,Lance Brooks
127			Push to QA	1 day	Tue 2/23/16	Tue 2/23/16	DTMB
128			Testing	1 day	Wed 2/24/16	Wed 2/24/16	Amy Matisoff,Lance Brooks
129			Push to Production	1 day	Thu 2/25/16	Thu 2/25/16	DTMB
130			LW - Local REIMBURSEMENT REQUESTS WORK	4 days	Mon 2/22/16	Thu 2/25/16	
131			Push on FTP Site	1 day	Mon 2/22/16	Mon 2/22/16	Agate
132			Push to Dev	1 day	Mon 2/22/16	Mon 2/22/16	Agate DTMB
133			Testing	1 day	Mon 2/22/16	Mon 2/22/16	Amy Matisoff,Lance Brooks
134			Push to QA	1 day	Tue 2/23/16	Tue 2/23/16	DTMB
135			Testing	1 day	Wed 2/24/16	Wed 2/24/16	Amy Matisoff,Lance Brooks
136			Push to Production	1 day	Thu 2/25/16	Thu 2/25/16	DTMB
137			LW - State DEV. REIMBURSEMENT REQUESTS	4 days	Mon 2/22/16	Thu 2/25/16	
138			Push on FTP Site	1 day	Mon 2/22/16	Mon 2/22/16	Agate
139			Push to Dev	1 day	Mon 2/22/16	Mon 2/22/16	Agate DTMB
140			Testing	1 day	Mon 2/22/16	Mon 2/22/16	Amy Matisoff,Lance Brooks
141			Push to QA	1 day	Tue 2/23/16	Tue 2/23/16	DTMB
142			Testing	1 day	Wed 2/24/16	Wed 2/24/16	Amy Matisoff,Lance Brooks
143			Push to Production	1 day	Thu 2/25/16	Thu 2/25/16	DTMB
144			LW - REIMBURSEMENT REPORTS	4 days	Mon 2/22/16	Thu 2/25/16	
145			Push on FTP Site	1 day	Mon 2/22/16	Mon 2/22/16	Agate
146			Push to Dev	1 day	Mon 2/22/16	Mon 2/22/16	Agate DTMB
147			Testing	1 day	Mon 2/22/16	Mon 2/22/16	Amy Matisoff,Lance Brooks
148			Push to QA	1 day	Tue 2/23/16	Tue 2/23/16	DTMB
149			Testing	1 day	Wed 2/24/16	Wed 2/24/16	Amy Matisoff,Lance Brooks
150			Push to Production	1 day	Thu 2/25/16	Thu 2/25/16	DTMB
151			RP - Local REIMBURSEMENT REQUESTS	4 days	Mon 2/22/16	Thu 2/25/16	
152			Push on FTP Site	1 day	Mon 2/22/16	Mon 2/22/16	Agate
153			Push to Dev	1 day	Mon 2/22/16	Mon 2/22/16	DTMB
154			Testing	1 day	Mon 2/22/16	Mon 2/22/16	Amy Matisoff,Lance Brooks
155			Push to QA	1 day	Tue 2/23/16	Tue 2/23/16	DTMB

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
156	 	Testing	1 day	Wed 2/24/16	Wed 2/24/16	Amy Matisoff,Lance Brooks
157	 	Push to Production	1 day	Thu 2/25/16	Thu 2/25/16	DTMB
158		RP - REIMBURSEMENT REPORTS	4 days	Mon 2/22/16	Thu 2/25/16	
159	 	Push on FTP Site	1 day	Mon 2/22/16	Mon 2/22/16	Agate
160	 	Push to Dev	1 day	Mon 2/22/16	Mon 2/22/16	DTMB
161	 	Testing	1 day	Mon 2/22/16	Mon 2/22/16	Amy Matisoff,Lance Brooks
162	 	Push to QA	1 day	Tue 2/23/16	Tue 2/23/16	DTMB
163	 	Testing	1 day	Wed 2/24/16	Wed 2/24/16	Amy Matisoff,Lance Brooks
164	 	Push to Production	1 day	Thu 2/25/16	Thu 2/25/16	DTMB
165		DM - REIMBURSEMENT REQUEST	4 days	Mon 2/22/16	Thu 2/25/16	
166	 	Push on FTP Site	1 day	Mon 2/22/16	Mon 2/22/16	Agate
167	 	Push to Dev	1 day	Mon 2/22/16	Mon 2/22/16	DTMB
168	 	Testing	1 day	Mon 2/22/16	Mon 2/22/16	Amy Matisoff,Lance Brooks
169	 	Push to QA	1 day	Tue 2/23/16	Tue 2/23/16	DTMB
170	 	Testing	1 day	Wed 2/24/16	Wed 2/24/16	Amy Matisoff,Lance Brooks
171	 	Push to Production	1 day	Thu 2/25/16	Thu 2/25/16	DTMB
172		MS - REIMBURSEMENT	4 days	Mon 2/22/16	Thu 2/25/16	
173	 	Push on FTP Site	1 day	Mon 2/22/16	Mon 2/22/16	Agate
174	 	Push to Dev	1 day	Mon 2/22/16	Mon 2/22/16	DTMB
175	 	Testing	1 day	Mon 2/22/16	Mon 2/22/16	Amy Matisoff,Lance Brooks
176	 	Push to QA	1 day	Tue 2/23/16	Tue 2/23/16	DTMB
177	 	Testing	1 day	Wed 2/24/16	Wed 2/24/16	Amy Matisoff,Lance Brooks
178	 	Push to Production	1 day	Thu 2/25/16	Thu 2/25/16	DTMB
179		Milestone - 02/25	0 days	Thu 2/25/16	Thu 2/25/16	
180		Data Migration	20 days	Mon 2/8/16	Fri 3/4/16	
181	 	Push in FTP Site	1 day	Mon 2/8/16	Mon 2/8/16	Agate
182		Scripts in Dev	1 day	Tue 2/9/16	Tue 2/9/16	DTMB
183	 	Testing	1 day	Tue 2/9/16	Tue 2/9/16	Amy Matisoff,Lance Brooks
184	 	Scripts in QA	1 day	Wed 2/10/16	Wed 2/10/16	DTMB
185	 	Testing	16 days	Thu 2/11/16	Thu 3/3/16	Amy Matisoff,Lance Brooks
186		Scripts in Production	1 day	Fri 3/4/16	Fri 3/4/16	DTMB

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
187	★	Milestone - 03/04 - Data Migration	0 days	Fri 3/4/16	Fri 3/4/16	
188	→	Training	16 days	Fri 3/4/16	Fri 3/25/16	
189	★	Session 1	1 day	Fri 3/4/16	Fri 3/4/16	Agate
190	★	Session 2	1 day	Fri 3/25/16	Fri 3/25/16	Agate
191	★	Milestone - 03/25 - Training	0 days	Fri 3/25/16	Fri 3/25/16	
192	★	Close Out	1 day	Thu 3/31/16	Thu 3/31/16	
193	★	Milestone - 03/31 - Project Close Out	0 days	Thu 3/31/16	Thu 3/31/16	

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 7
 to
CONTRACT NO. 071B1300072
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Agate Software 2214 University Park Drive, Suite 102 Okemos, MI 48865	Mark Epolito	mepolito@agatesoftware.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(517) 336-2511	1089

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB			
CONTRACT ADMINISTRATOR	DTMB	Terry Mead	(517) 284-7035	meadt@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Intelligrants Software Maintenance and Support			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2015	5, one year	September 30, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		September 30, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$8,768,022.50		\$1,154,093.00	\$9,922,115.50	

DESCRIPTION: Effective September 30, 2015:

- The parties agree that Change Notice #3 of Contract 071B1300072 to support the State of Michigan's Department of Natural Resources (DNR) MI Rec Grants software application otherwise known as the Grant Management System (GMS) is now void, and all work to be performed, and which may have already been performed prior to the date of this Contract Change Notice, will be pursuant to the attached Statement of Work and to the terms of the Agate Software, Inc. ("Contractor") Contract 071B1300072

effective as of the date of this Change Notice #7. Any changes to the scope of Services described herein shall be pursuant to a modification to this Contract Change Notice.

2. The State exercises the first one year option and adds \$1,154,093.00 to this multi-agency contract per attached Cost Breakdown Table for estimated expenditures for maintenance and support, hosting, and enhancements for the IntelliGrant Software Products.

The parties agree that while the State Administrative Board has authorized adding an aggregate amount of up to \$10,705,335.50 to the contract, funding will be added to the contract only via future Contract Change Notice(s) on an as-needed basis. Each such Contract Change Notice will require a Statement of Work (SOW) for the additional goods/services and written approval by both the DTMB Project Manager and DTMB-Procurement. State Administrative Board approval may also be required in certain circumstances. A fully executed Contract Change Notice is required prior to issuance of any Purchase Order (PO) release. A PO is required prior to Contractor providing any services.

All other terms conditions specifications, and pricing remain the same, per Contractor and Agency agreement, DTMB Procurement approval and State Administrative Board approval on September 1, 2015.

Ad Board Approved Amount \$10,705,335.50

Agency	Annual Maintenance and Support	Hosting	Enhancements	Total
MDE	\$669,000		\$170,000	839,000
MSP (Byrne)	\$11,280	\$12,550	\$39,900 (MAGIC+) \$7,500 (Legacy MAGIC)	71,230
MSP (OHSP)	\$11,280	\$12,550	\$39,900 (MAGIC+) \$7,500 (Legacy MAGIC)	71,230
DNR	\$27,860		\$50,000	73,000
MDHHS (DHS)	\$6,733	\$18,000		24,733
TIA/WDA	\$24,900	\$50,000		74,900
Total				\$1,154,093



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES
CONTRACT NO. 071B1300072
CHANGE NOTICE #7**

Project Title: Contract Amendment to Change Notice 3 for the Department of Natural Resources (DNR) Grant Management System (GMS)	Period of Coverage: August 6, 2015 – February 16, 2016
Requesting Department: Department of Natural Resources	Date: July 22, 2015
DNR Project Manager: Amy Matisoff	Phone: 517-284-5916
DTMB Project Manager: Anup Vijay, PMP	Phone: (517) 241-1297

PROJECT IDENTIFICATION

CHANGE NOTICE

Effective August 6, 2015, the Parties agree that Change Notice #3 of Contract 071B1300072 to support the State of Michigan’s Department of Natural Resources (DNR) MI Rec Grants software application otherwise known as the Grant Management System (GMS) is now void, and all work to be performed, and which may have already been performed prior to the date of this Contract Change Notice, will be pursuant to the Statement of Work and to the terms of the Agate Software, Inc. (“**Contractor**”) Contract 071B1300072 effective as of the date of this Change Notice #7. Any changes to the scope of Services described herein shall be pursuant to a modification to this Contract Change Notice.

The services described herein (“Services”) and deliverables identified below (“Deliverables”) shall be delivered on a fixed price basis, which means a predefined project model where the Contractor provides the Services, including any Deliverables, for a set fee. Payment will be made upon completion of the Milestone for which the State has received all Services and Deliverables within that Milestone per Appendix B. Partial payment is not authorized.

APPENDICES

- A. Project Schedule
- B. Milestone Payments
- C. Deliverables
- D. Business Requirements

The execution of project tasks will be driven by the schedule attached as Appendix A. The schedule is supported by the Milestones attached as Appendix B, the Deliverables attached as Appendix C, and the Requirements attached as Appendix D.

All applicable Deliverables relating to a Milestone must be installed in Production without defects for a minimum of 30 days to be considered accepted by the State.

Final acceptance of the full Solution will occur at the conclusion of a 60 day Warranty period (60 days after implementation of the Solution or the resolution of implementation defects identified during this time, whichever is later).

Failure of Deliverables to satisfy Milestones Acceptance Criteria will subject the Contractor to Liquidated Damages.

OUT OF SCOPE

Out of Scope Work is defined as an item not identified within the business or technical requirements, or an item that has already had design approval by DNR. Below are examples of out of scope work items not covered under this amendment but could be reintroduced through the change control process.

1. Maintenance and support of the State's existing legacy Grant Management System (GMS) system
2. Hosting of the Solution
3. Enhancements to already approved work such as Grant Rollovers
4. Additional Grant Program Creation

BACKGROUND

GENERAL

DNR is responsible for the stewardship of Michigan's natural resources and provisioning outdoor recreational opportunities. In addition, the department is committed to the conservation, protection, management, use, and enjoyment of the state's natural and cultural resources for current and future generations.

The following DNR priorities add focus and clarity to the department's vision.

- Renewing Emphasis on Customer Service
- Building Strong Support for the Recreation Passport
- Increasing Resident/Visitor Participation in Outdoor Recreation and Stopping the Decline in Hunting & Fishing
- Fostering the Growth of Michigan's Natural Resource-Based Economy

GRANTS

DNR is entrusted to award and administer grants from the Michigan Natural Resources Trust Fund (MNRTF), Land and Water Conservation Fund (LWCF), Recreation Bond Fund (BF), Clean Michigan Initiative (CMI), Recreation Passport Grants (RP), and the Dam Management Grant Program (DMGP). The total number of active and closed grants from the above funding sources is equal to four thousand eight hundred (4800).

SUMMARIZED KEY CHARACTERISTICS OF THE STATE'S LEGACY GRANT MANAGEMENT SYSTEM (GMS)

GMS was implemented in 1995 and has been upgraded twice

GMS supports data entry, lookup, and reporting

GMS data is stored in an MS SQL2008 data base

GMS architecture is client-server leveraging MS Access as the front end

GOALS AND BUSINESS OBJECTIVES

As some of the components of GMS are at end of life, DNR desires to replace this legacy application with a Solution whose functions are generally described as follows.

- Tracks the status and achievements of all grants efficiently
- Aids in the administration of active projects
- Provides robust reporting to satisfy Legislature, LWCF, RP and MNRTF reporting requirements
- Aids the Michigan Natural Resources Trust Fund board and local units of government in the scoring of new applications
- Is configurable in order to permit the addition of new programs and/or grants in the future
- Supports work flow
- Manages and supports electronic submissions and the storage of electronic documents
- Supports and complies with State audit and accounting standards

SCOPE OF WORK AND DELIVERABLES

SOFTWARE

The software application will be Commercial off-the-shelf (COTS) software 80% configured and 20% modified to satisfy requirements. The configured and modified COTS application with its interfaces and migrated data will be referred to as “MI Rec Grants” or as the “Solution”. The Solution must be configurable by State of Michigan personnel.

The Solution will be developed as directed by the Project Schedule attached as Appendix A and supported by the Deliverables Table attached as Appendix C.

BUSINESS REQUIREMENTS

MI Rec Grants must satisfy the business requirements attached as Appendix D.

DATA MIGRATION

The Contractor is responsible for architecting, planning, and migrating data from the current GMS legacy application. Data categories include, but not limited to the following:

1. Grant Organizations
2. Grant Applications
3. Grant Project Information
4. Grant Project Agreements / Amendments
5. Grant Mini File Pages
6. Grant Record Center Transfer Information

DNR and DTMB staff will be responsible for producing data mapping documentation defining data points in the GMS database and where they will map to the MI Rec Grants forms. This information will be provided to the Contractor in an MS Excel format.

DATA INTEGRATION

MI Rec Grants must prepare financial data for submission to the State Accounting System (MAIN) and link to the DNR GIS map viewer solution.

TESTING

All technical and development work will be performed in the Contractor environment. The Contractor must test and provide quality assurance that ensures the Deliverables are working without error or defect. The Contractor

will ensure quality Deliverables through a technical walkthrough in the State DEV hosting Environment, and provide test script documentation, and an updated release list prior to testing by the State.

Upon successful installation of the Deliverables in the State DEV hosting environment, the Contractor will monitor, on site, the initial testing to ensure the Deliverables operate as expected. Following successful completion of initial testing, the State will transfer the deliverables to the State's QA hosting environment for user acceptance testing (UAT) and upon success of UAT, the Deliverables will be applied to the State's Production hosting environment. Final acceptance of the Deliverables shall occur upon the successful installation of Deliverables without error or defect in the State Production hosting environment for thirty (30) days.

To summarize:

1. Configuration and development tasks will be executed in the Contractor environment
2. Unit testing and quality assurance will be executed in the Contractor environment
3. Deployment of release packages containing Deliverables will be created in the Contractor environment
4. Initial user acceptance testing will be executed in the State DEV hosting environment
5. User acceptance testing will be executed in the State QA hosting environment
6. Final approval will be executed in the State Production hosting environment

Included in the release package will be a testing defect summary report of all outstanding defects, issues, and suggested work-a-rounds. For purposes of validating the Contractor's quality assurance testing, the Contractor will also include complete release notes and test scripts to the State. DNR will work with the Contractor to determine, no later than 60 days upon contract change notice execution, a template that both parties can effectively use for testing and documenting testing outcomes. Once the template is agreed upon, if that template at any point becomes too messy to understand, misleading, or outright missing, the issue will be raised and addressed by the project team and escalated if needed.

Due to implementing the Solution in a phased approach, the Contractor agrees to provide Maintenance and Support services for those Deliverables once implemented into the State Production Hosting environment.

TRAINING

The Contractor is responsible for creating a training plan and executing training to bring identified resources to a level of competence which insures the successful use of the Solution. The Contractor will provide 80 hours of user training. Training will be held in a State owned facility in Lansing Michigan.

The Contractor will provide:

1. Grant Manager Training (up to 32 students)
2. Grant Manager Training Documents
3. System Administrator & Financial Training (up to 4 students)
4. System Administrator & Financial Training Documents
5. DTMB Technical Training for push package application (up to 3 students)
6. DTMB Technical Training for push package application Documentation

The State will be responsible for providing physical resources for training which includes the following:

1. Conference room with classroom style seating
2. Single network connection for the instructor (optional Wi-Fi if available)
3. Projector screen
4. Teleconference enabled phone

All training activities will be identified and planned in advance by both Contractor and State. All Training sessions must be completed by the closeout of the project per the agreed project schedule. Any remaining training hours will be forfeited and the deliverable will be considered complete.

DOCUMENTATION

The Contractor is responsible for delivering documentation to be used as a reference in the use of the Solution. User guide(s) will address all system components that will be navigated by all end users or grantees. DNR will work with the Contractor to determine appropriate content.

WARRANTY

Final acceptance of the total Solution will occur at the conclusion of a 60 day Warranty period (60 days after implementation of the Solution or the resolution of implementation defects identified during this time, whichever is later). Contractor will resolve all defects per the Service Level Agreement listed below in the Defect Process Section.

Defects found during Warranty period will be routed to the Contractor for resolution as defined in the Defect Process Section.

The Contractor will provide Maintenance and Support services to support the Solution during the Warranty period.

MAINTENANCE AND SUPPORT

The Maintenance and Support costs shall commence after the successful operation of the full 60 day Warranty period.

The Contractor represents and warrants the Deliverables, after Final Acceptance of the Solution, will perform and operate within compliance of the requirements and standards contained in or referenced by this Contract Amendment.

The Contractor will provide repair or replacement services after the expiration of the warranty period necessary to identify and repair software malfunctions in order to return the system to its original operating condition. The Contractor will provide an annual renewable software subscription to include future upgrades (both major and minor revisions of the application) and ongoing product support, Help Desk, and Technical Support.

The Contractor will also assist users in the day to day operation of the application.

This includes work to/for:

- Help Desk services
- Correct defects
- Routine file maintenance to update any info required for operation of the system such as data changes, constructing new edits
- Investigating batch job failures
- Investigating and correcting application defaults, repairing job run incorrectly
- Repairing problems due to system software failures

1. Live help desk support (8:00 am - 8:00 pm EST, Mon. – Fri.) from the call center located and staffed at Okemos, MI can be contacted for technical assistance. The Help Desk is available to users of MI Rec Grants to answer general questions, report issues, and track bugs related to the use of MI Rec Grants and its modules. The helpdesk can be reached toll free at 800-820-1890 or by email at helpdesk@agatesoftware.com.

Help desk staff shall assist users in the operation of MI Rec Grants modules such as:

- How to login to the system

- How to update profile and change password
- How to navigate the user interface
- How to attach documents
- How to use the on-line help
- How to report a defect

The Help Desk shall not to be used as a consulting resource for gathering ideas about designing form sets, configuring process workflows, or recommendations for business rules. Help desk is also not a replacement for formal training or re-training.

2. Access to the online web issue resolution tool "ProjecTrax" which is available 24 hours a day, 7 days a week and 365 days a year for problem reporting and project tracking.

3. Weekly pushes (if needed) for patches, and bug fixes. Accelerated pushes for emergency fixes that may be time critical to keep the system operating at an optimum level.

4. Quarterly global updates including core enhancements and bug fixes to the core software. These updates shall include release notes which are made available upon request.

The Contractor will resolve all defects per the Service Level Agreement listed below in the Defect Process Section.

ENHANCEMENTS

The State may require additional software, support and/or services to support the needs of the State. Supplemental services and/or products to meet new requirements that may result from any or all of the following examples:

- New State policy requirements,
- New Federal regulations, or
- New technology requested by the State.

Actual funding for supplemental services will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project.

The Contractor must be able to respond with costs and timelines to all requests to meet future work.

Future work must be dependent upon mutually agreed upon statement(s) of work (SOW) between the Contractor and the State of Michigan. Once agreed to, the Contractor must not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this contract.

Statements of Work created for new functionality specifically requested by SOM will follow the change control process and include detailed functionality changes, mock ups of new and modified screens, and examples of new and modified reports, testing requirements, and technical requirements including modifications to the database.

DEFECT PROCESS

1. The Contractor and the State will determine the severity of the defect. The Contractor will enter the defect details into a defect Log (ProjecTrax or as agreed) and assign it to an appropriate Contractor resource. Key defect information tracked includes but is not limited to:
 - a. Description, severity, priority, and status.
 - b. Test type and test case where defect was found

- c. Requirements impacted by the defect
 - d. Steps to re-create the defect
 - e. Any attachments that can help clarify the defect
2. The Contractor will provide a mechanism (ProjecTrax or as agreed) to lookup information regarding entered defects and a mechanism to generate reports.
 3. The following defect definitions and severity levels will be used by the Contractor when communicating the severity of a system defect:

Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. "Resolve", "Resolved", "Resolution" and correlative capitalized terms mean, with respect to any particular Support Request, that Contractor has corrected the Error that prompted that Support Request and that the State has confirmed such correction and its acceptance of it in writing. Contractor shall respond to and Resolve all Support Requests within the following times based on the designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after Contractor's investigation of the reported Error and consultation with the State:

Severity Level of Error	Definition	Required Service Level Response and Response Time	Required Service Level Resolution Time
1	<p>Business Critical Failures An Error that: (a) materially affects the operations of the State’s business or marketability of its service or product; (b) prevents necessary work from being done by 90% of the users; or (c) disables or materially impairs (i) any major function of the Software or (ii) the State's use of any major function of the Software.</p>	<p>Response Contractor shall acknowledge receipt of a Support Request submitted to the help desk within (2) business hours, and; Contractor shall work on the problem continuously.</p>	<p>Resolution Contractor shall Resolve the Support Request as soon as practicable as and no later than four (4) business hours after Contractor's receipt of the Support Request. If the Contractor needs to Resolve the Support Request by way of a work-around, the Contractor will notify the State prior to the four (4) business hours after Contractor's receipt of the Support Request. The State will then provide acceptance in writing and the severity level assessment will be reduced to a Severity Level of Error 2.</p>
2	System Defect with	Response	Resolution

	<p>Work-around</p> <p>(a) a Severity Level 1 Error for which the State has received, within the Resolution time for Severity Level 1 Errors, a work-around that the State has accepted in writing; or</p> <p>(b) an Error, other than a Severity Level 1 Error, that affects operations of the State's business or marketability of its service or product.</p>	<p>Contractor shall acknowledge receipt of a Support Request or, where applicable, request the State's written acceptance of a Severity Level 1 Error work-around, one (1) business day and;</p> <p>Contractor shall, within one (1) business day after the Level 1 Response time has elapsed, provide:</p> <p>(a) an emergency Software fix or work-around; or</p> <p>(b) temporary Software release or update release, and allows the State to continue to use all functions of the Software in all material respects.</p>	<p>Contractor shall Resolve the Support Request as soon as practicable and no later than one (1) Business Day after Contractor's receipt of the Support Request or, where applicable, the State's written acceptance of a Severity Level 1 Error work-around.</p>
3	<p>Minor Error Requiring Second Line Support</p> <p>An isolated or minor Error in the Software that meets each of the following requirements:</p> <p>(a) does not significantly affect Software functionality;</p> <p>(b) can or does impair or disable only certain non-essential Software functions;</p> <p>(c) does not materially affect the State's use of the Software; and</p>	<p>Response</p> <p>Contractor shall acknowledge receipt of the Support Request within four (4) business hours.</p>	<p>Resolution</p> <p>Contractor shall Resolve the Support Request as soon as practicable as and no later than five (5) Business Days after Contractor's receipt of the Support Request.</p>

	(d) has no or no more than a minuscule effect on the operations of the State's business or marketability of its service or product.
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The above listed timeframes do not include any time required by DTMB to apply patches/updates sent by the Contractor to resolve any issues

The State may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response or Resolution times and the Contractor will not be held liable for a delay in response which is attributable to the State. The Contractor is not responsible for any delay by DTMB/DNR related to resolving issues.

SERVICE CREDIT AMOUNTS

If the Contractor fails to respond to a Support Request within the applicable Service Level response time or to resolve a Support Request within the applicable Service Level Resolution time, the State will be entitled to the corresponding service credits specified in the table below ("**Service Credits**") provided that the relevant Error did not result from a State Cause.

Severity Level of Error	Service Credits For Response Time Service Level Failures	Service Credits For Resolution Time Service Level Failures
1	\$300 for each incident in which Contractor's response exceeds the required Response time.	\$1,000 for each incident in which Contractor's Resolution of the Support Request exceeds the required Resolution time.
2	\$100 for each incident in which Contractor's response exceeds the required Response time.	\$500 for each incident in 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.

Service Credits for any Severity Level 1 and 2 Errors during a monthly billing period shall not exceed \$12,000.

DELIVERABLE ACCEPTANCE PROCESS

Each party agrees to respond to the other in a timely fashion when acceptance of a Deliverable is pending. After delivery, both DNR and DTMB IT will accept or reject a Deliverable within ten (10) business days. Failure to reject a Deliverable within this time frame will constitute acceptance of the Deliverable. Notice of DNR and DTMB IT rejection of the Deliverable shall be provided to The Contractor in writing and shall specify the nature and scope of the deficiencies. In the case of rejection of the Deliverable, the parties agree to adhere to the following timeframes in order to meet the schedule set forth above:

The Contractor will use reasonable efforts to respond to DNR and DTMB IT within five (5) business days of receipt of the rejection by describing the manner and timeframe in which the Contractor proposes to correct any

deficiencies, or by actually correcting the deficiencies. In the former case, DNR and DTMB IT will use reasonable efforts to accept the Contractor’s proposal for correcting any deficiencies within five (5) business days of receipt of the Contractor’s proposal. Upon the Contractor’s delivery of the corrected Deliverable, DNR and DTMB IT will use reasonable efforts to accept the Deliverable within five (5) business days. If the Contractor cannot correct the deficiencies to the State’s reasonable satisfaction within a reasonable period of time, the Contractor will assess Liquidated Damages as stated in this Contract Change Notice.

The parties acknowledge and agree that the time frames set forth in these acceptance procedures may be increased as agreed upon by the State.

LIQUIDATED DAMAGES

- a) The parties agree that any delay or failure by Contractor to timely perform its obligations in accordance with the Project Plan and Milestone Dates will interfere with the proper and timely implementation of the Software, to the loss and damage of the State. Further, the State will incur major costs to perform the obligations that would have otherwise been performed by Contractor. The parties understand and agree that any liquidated damages Contractor must pay to the State as a result of such nonperformance of any deliverables described in this Statement of Work are reasonable estimates of the State’s damages in accordance with applicable law.
- b) The parties acknowledge and agree that the State may assess liquidated damages for more than one missed deliverable if Contractor fails to timely perform its obligations by each Milestone Date.
- c) The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor’s breach of this Contract, including without limitation, the State’s right to terminate this Contract for cause under Section 2.150, and the State will be entitled in its discretion to recover actual damages caused by Contractor’s failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.
- d) Amounts due to the State as liquidated damages will be set off against any Fees payable to Contractor under this Contract.
- e) Contractor’s liability for liquidated damages assessed under this Statement of Work shall not exceed 10% of the amount of the Fees for the particular Milestone which that Deliverable is subject to the liquidated damages claim.

ROLES AND RESPONSIBILITIES

CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

The Contractor will maintain a workforce adequate to accomplish Project Work in a timely manner. The Contractor’s team will consist of Key Personnel who have demonstrated knowledge of the IntelliGrants product and DNR requirements. The Contractor guarantees that Key Personnel staff identified below will actually perform the assigned work.

Key Personnel Role	Name	Duties/Responsibilities	Qualifications	% Allocation
Primary Contact (SPOC)	Mark Watters	(1) Support the management of the Contract (2) Facilitate dispute resolution (3) Advise the State of performance under the	3 years of recent contract management experience General understanding of State of Michigan procurement policies and procedures	20%

		terms and conditions of the Contract		
Project Manager	B.J. Harrington	Responsible for ensuring that the Project Team completes the project in budget, on schedule, and within. Coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State.	<ol style="list-style-type: none"> 1. 7+ years of recent IT project management experience managing large scale application development and implementation projects. 2. 3+ years of experience working on projects involving interfacing with the State of Michigan or that of a similar state-level system. 3. Experience in structured development process using a formal Project Management Methodology and formal Development Methodology. 4. Certification as a Project Management Professional (PMP) is a plus 	60%
Business Analyst	Jake Feder	Responsible for eliciting functional and technical requirements, gap analysis, facilitation of meetings, documenting use case scenarios, perform business and workflow analysis.	<ol style="list-style-type: none"> 1. 5+ years of recent IT Business Analysis experience with large scale application development and implementation projects. 2. Experience in eliciting good requirements using JAD sessions, interviews, document analysis, requirements workshops, business process descriptions, use cases, scenarios, business analysis, and task and workflow analysis. 3. Experience in critically evaluating information gathered from multiple sources, reconcile conflicts, decompose high-level information into details, abstract up from 	50%

			<p>low-level information to a general understanding, and distinguish user requests from the underlying true needs.</p> <p>4. Experience in collaborating with developers and subject matter experts to establish the technical vision and analyze tradeoffs between usability and performance needs.</p>	
Training Coordinator	Will Hubbard	Responsible for effectively leading training resources, development of the training plan, training manuals, and the execution of classes and other training opportunities.	<p>1. 3+ years of experience leading the development and deployment of training.</p> <p>2. Experience in development of a Training Plan.</p> <p>3. Experience in definition, development and delivery of training employing different approaches including but not limited to class, online through the internet, and DVD.</p> <p>4. Experience in working with diverse audiences including technical employees and non-technical employees.</p> <p>5. Good communication and documentation skills.</p>	20%
Test Manager	Jeremy Jordan	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.	<p>1. 3+ years of experience as a Test Lead or Test Manager responsible for development of test plan, test data and execution of wide variety of tests as listed in Section 1.104.11.</p> <p>2. Experience in leading the testing effort of</p>	50%

			<p>a real time, widely distributed system.</p> <p>3. Experience in leading the stress/load testing to verify system capacity and performance in an environment with select days having significantly high transaction volume.</p>	
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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 reassigning an individual to any Key Personnel position, the 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 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. The Contractor will identify and provide resumes of replacement key personnel within thirty (30) days of their departure.

In accordance with the terms of this Contract Amendment, the Contractor will not remove any Key Personnel from their assigned roles without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent by the State is an unauthorized removal (“**Unauthorized Removal**”). An Unauthorized Removal does not include replacing Key Personnel for circumstances beyond the reasonable control of the Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for-cause termination of the Key Personnel’s employment.

It is further acknowledged an Unauthorized Removal will interfere with the timely and proper completion of deliverables and milestones, resulting in loss and damage to the State, and that it would be impracticable to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, the Contractor and the State agree that in the case of any Unauthorized Removal, the Contractor will issue to the State a credit amount of \$25,000.00 per individual (each, an “**Unauthorized Removal Credit**”).

In the event of a change of in Key Personnel, the Contractor will have up to six (6) weeks to on-board an agreeable replacement.

LOCATION OF WORK

At a minimum, the Contractor must be onsite during initial testing and training. On site work will typically be Lansing, Michigan, or as agreed.

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. No overtime will be authorized or paid.

The State is not obligated to provide management or oversight 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.

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 training provided to the State by Contractor.

STATE STAFF, ROLES, AND RESPONSIBILITIES

Executive Subject Matter Experts

The Executive Subject Matter Experts for the State will provide the vision for the business design and how the application will provide for that vision. They will be available on an as needed basis. The Executive SME's will be empowered to:

1. Resolve project issues in a timely manner
2. Review project plan, status, and issues
3. Resolve deviations from project plan
4. Provide acceptance sign off
5. Utilize change control procedures
6. Ensure timely availability of State resources

Name	Agency / Division	Title
Mike Cooley	DTMB Agency Services	Development Manager
Steve DeBrabander	DNR Grants	Section Manager

Project Managers

The State Project Managers are responsible for working jointly with the Contractor's Project Manager to ensure that the Project Team completes the project on schedule, and within budget and scope. The State's Project Manager develops the Project Plan with the team and manages the team's performance of project tasks. It is also the responsibility of the State's Project Manager to secure acceptance and approval of Deliverables from the Project Sponsor and Stakeholders. The State's Project Manager is responsible for communication, including status reporting, risk management, and escalation of issues that cannot be resolved by the team.

Name	Agency / Division	Title
Anup Vijay, PMP	DTMB EPMO	Project Manager
Amy Matisoff	DNR Grants	Project Manager

OTHER ROLES AND RESPONSIBILITIES

It is anticipated the following additional roles may be needed by both State and Contractor to support the project.

1. Hardware Architect Subject Matter Expert
2. Software Architect Subject Matter Expert
3. Web Hosting Subject Matter Expert
4. Database Subject Matter Expert
5. Grant Subject Matter Experts

PERFORMANCE REVIEW MEETINGS

The Contractor shall attend status meetings as requested to review the Contractor's performance under the Contract. The meetings will be held by teleconference, or in Lansing, Michigan, as agreed by the State. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

REPORTS

The Contractor's Project Manager will submit biweekly status reports to the State Project Manager on the subjects of status, schedule, risks, issues, impediments, Deliverables, change control, and accomplishments. Reporting topics include, but are not limited to, the following items:

1. Project Status
 - a. % Planned complete
 - b. % Actual complete
 - c. Red / Yellow / Green
2. In Flight Tasks
 - a. Planned Start
 - b. Actual Start
 - c. Planned Finish
 - d. On Target for Completion (Y/N)
 - e. Next steps
3. New defects
4. Status of open defects
5. New issues
6. Status of open issues
7. New risks
8. Status of open risks
9. Risk mitigations / work-a-rounds
10. Accomplishments

PROJECT MANAGEMENT

ISSUE MANAGEMENT

An issue is an identified event that if not addressed, may affect schedule, scope, quality, or budget. The Contractor will communicate the status of issues to the State's Project Manager biweekly or as required.

RISK MANAGEMENT

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project. The Contractor is responsible for identification of risks throughout the life cycle of the project. Mitigating and/or eliminating risks will be the responsibility of the assigned party.

CHANGE MANAGEMENT

Change management is defined as the process to communicate, assess, monitor, and control changes to system resources and processes. The Contractor must employ change management procedures to handle requests which impact schedule or resources for things as "out-of-scope" requests or enhancements. Change requests must be submitted to the State's Project Manager and shall be approved by the State in writing before they are implemented.

COMPENSATION AND PAYMENT

Payment will be made upon completion of the Milestone for which the State has received all Services and Deliverables within that Milestone per Appendix B -Milestone Payments, and Appendix C - Deliverables Matrix. Partial payment is not authorized.

ATTACHMENTS

- Appendix A – Schedule

- Appendix B – Payment Milestones
- Appendix C – Deliverables
- Appendix D – Requirements

Appendix A - MI Rec Grants Schedule (7/31/2015 Final)

ID	PT Number	Task Name	Duration	Start	Finish	Predecessors	% Complete	Milestone Priority	Payment Milestone Row Number	Notes
1		MI Rec Grants	244 days	Fri 2/27/15	Tue 2/16/16		37%			
2	31681	Trust Fund Application	31 days	Tue 6/23/15	Wed 8/5/15		20%			
3	✓	Verification of page permissions-TF App	2 days	Tue 6/23/15	Wed 6/24/15		100%			v4 has been verified
4	✓	Workflow Details-TF App	2 days	Thu 6/25/15	Fri 6/26/15	3	100%			
5	ⓘ	DNR Review-TF App	10 days	Mon 7/20/15	Fri 7/31/15	4,3	0%			
6		Invoice TF ACQ application	3 days	Mon 8/3/15	Wed 8/5/15	5	0%		8	
7		Invoice TF Dev application	3 days	Mon 8/3/15	Wed 8/5/15	5	0%		9	
8	31682	Rec Passport Application	29 days	Mon 6/29/15	Fri 8/7/15		24%			
9	✓	Verification of page permissions-RP App	2 days	Mon 6/29/15	Tue 6/30/15		100%			v5 has been verified
10	✓	Workflow Details-RP App	2 days	Wed 7/1/15	Thu 7/2/15	9	100%			
11	ⓘ	DNR Review-RP App	10 days	Wed 7/22/15	Tue 8/4/15	10,9	0%			
12		Invoice RP App	3 days	Wed 8/5/15	Fri 8/7/15	11	0%		38	
13	31683	LW Application	27 days	Mon 7/6/15	Tue 8/11/15		24%			
14	✓	Verification of page permissions-LW App	2 days	Mon 7/6/15	Tue 7/7/15		100%			v2 has been verified
15	✓	Workflow Details-LW App	2 days	Wed 7/8/15	Thu 7/9/15	14	100%			v16 has been verified
16	ⓘ	DNR Review-LW App	10 days	Fri 7/24/15	Thu 8/6/15	15,14	0%			
17		Invoice LW Application	3 days	Fri 8/7/15	Tue 8/11/15	16	0%		24	
18	37197	DM Application	14 days	Fri 7/10/15	Wed 7/29/15		33%			
19	✓	Verification of page permissions-DM App	2 days	Fri 7/10/15	Mon 7/13/15		100%			v2 has been verified
20	✓	Workflow Details-DM App	2 days	Tue 7/14/15	Wed 7/15/15	19	100%			
21	ⓘ	DNR Review-DM App	5 days	Mon 7/20/15	Fri 7/24/15	20,19	0%			
22		Invoice DM Application	3 days	Mon 7/27/15	Wed 7/29/15	21	0%		51	
23	34897	MS Application	14 days	Thu 7/16/15	Tue 8/4/15		29%			
24	✓	Verification of page permissions-MS App	2 days	Thu 7/16/15	Fri 7/17/15		100%			
25	✓	Workflow Details-MS App	2 days	Mon 7/20/15	Tue 7/21/15	24	100%			
26	ⓘ	DNR Review-MSApp	7 days	Wed 7/22/15	Thu 7/30/15	25,24	0%			
27	ⓘ	Invoice MS Application	3 days	Fri 7/31/15	Tue 8/4/15	26	0%		60	
28	37152	Trust Fund Grant	47 days	Tue 6/9/15	Thu 8/13/15		24%	1		
29	✓	Verification of page permissions-TF Grant	2 days	Tue 6/9/15	Wed 6/10/15		100%			
30	✓	Workflow Details-TF Grant	2 days	Thu 6/11/15	Fri 6/12/15	29	100%			
31	ⓘ	DNR Review-TF Grant	10 days	Tue 7/28/15	Mon 8/10/15	29	0%			
32		Invoice TF Project Agreement	3 days	Tue 8/11/15	Thu 8/13/15	31	0%		11	
33	37161	Rec Passport Grant	32 days	Thu 7/2/15	Mon 8/17/15		24%	1		
34	✓	Verification of page permissions-RP Grant	2 days	Mon 7/20/15	Tue 7/21/15		100%			
35	✓	Workflow Details-RP Grant	2 days	Thu 7/2/15	Mon 7/6/15		100%			
36	ⓘ	DNR Review-RP Grant	10 days	Thu 7/30/15	Wed 8/12/15	34,35	0%			
37		Invoice RP Project Agreement	3 days	Thu 8/13/15	Mon 8/17/15	36	0%		40	
38	37156	LW Grant	37 days	Mon 6/29/15	Wed 8/19/15		24%	1		
39	✓	Verification of page permissions-LW Grant	2 days	Thu 7/2/15	Mon 7/6/15		100%			
40	✓	Workflow Details-LW Grant	2 days	Mon 6/29/15	Tue 6/30/15	39	100%			
41	ⓘ	DNR Review-LW Grant	10 days	Mon 8/3/15	Fri 8/14/15	39,40	0%			
42		Invoice LW Project Agreement	3 days	Mon 8/17/15	Wed 8/19/15	41	0%		26	
43	31913	DM Grant	22 days	Mon 7/13/15	Tue 8/11/15		47%	1		
44	✓	Verification of page permissions-DM Grant	5 days	Mon 7/13/15	Fri 7/17/15		100%			assigned to Carrie
45	✓	Workflow Details-DM Grant	2 days	Wed 7/29/15	Thu 7/30/15		100%			
46		DNR Review-DM Grant	5 days	Fri 7/31/15	Thu 8/6/15	44,45	0%			
47		Invoice DM Project Agreement	3 days	Fri 8/7/15	Tue 8/11/15	46	0%		52	

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ID	PT Number	Task Name	Duration	Start	Finish	Predecessors	% Complete	Milestone Priority	Payment Milestone Row Number	Notes
48	31813	MS Grant	12 days	Mon 8/3/15	Tue 8/18/15		33%	1		
49		Verification of page permissions-MS Grant	2 days	Mon 8/3/15	Tue 8/4/15		100%			assigned to Carrie
50		Workflow Details-MS Grant	2 days	Wed 8/5/15	Thu 8/6/15	49	100%			
51		DNR Review-MS Grant	5 days	Fri 8/7/15	Thu 8/13/15	49,50	0%			
52		Invoice MS Project Agreement	3 days	Fri 8/14/15	Tue 8/18/15	51	0%		61	
53	31684	TF Amendment	173 days	Mon 3/2/15	Mon 11/2/15		63%	3		
54		TF Amendment Workflow	140 days	Thu 3/26/15	Mon 10/12/15		67%			
55	en 31690 th	TF Amend-Workflow Design	5 days	Thu 3/26/15	Wed 4/1/15		100%			
56		TF Amend-Workflow Design approval	5 days	Mon 6/1/15	Fri 6/5/15	55	100%			
57		TF Amend-Workflow Configuration	3 days	Thu 4/9/15	Mon 4/13/15	56	100%			
58		TF Amend-Workflow Testing	1 day	Fri 5/1/15	Fri 5/1/15	57	100%			
59		TF Amend-Workflow Walkthru	2 days	Wed 6/3/15	Thu 6/4/15	58	100%			Walkthru on 6/9/2015
60		TF Amend-Workflow DNR Testing	7 days	Thu 10/1/15	Fri 10/9/15	59	0%			
61		TF Amend-Workflow Approval	1 day	Mon 10/12/15	Mon 10/12/15	60	0%			
62		TF Amendment Notifications	15 days	Tue 10/13/15	Mon 11/2/15		0%			
63		TF Amend-Notifications provided to Agate	1 day	Tue 10/13/15	Tue 10/13/15	61	0%			
64		TF Amend-Notification Configuration	3 days	Wed 10/14/15	Fri 10/16/15	63	0%			
65		TF Amend-Notification Testing	1 day	Mon 10/19/15	Mon 10/19/15	64	0%			
66		TF Amend-Notification Walkthru	2 days	Tue 10/20/15	Wed 10/21/15	65	0%			
67		TF Amend-Notification DNR Testing	7 days	Thu 10/22/15	Fri 10/30/15	66	0%			
68		TF Amend-Notifications DNR approval	1 day	Mon 11/2/15	Mon 11/2/15	67	0%			
69		TF Amendment Pages	150 days	Mon 3/16/15	Wed 10/14/15		80%			
70	30427	TF Amend-Page Design	10 days	Mon 3/16/15	Fri 3/27/15		100%			
71		TF Amend-Page Design Approval	5 days	Mon 3/30/15	Fri 4/3/15	70	100%			Tom notes design approved
72		TF Amend-Page Configuration	7 days	Tue 3/31/15	Wed 4/8/15	71,61	100%			
73		TF Amend-Pages Agate Testing	5 days	Fri 5/22/15	Thu 5/28/15	72	100%			
74		TF Amend-Pages Walkthru	5 days	Wed 6/3/15	Tue 6/9/15	73	100%			scheduled for June 9th...
75		TF Amend-Pages DNR Testing	7 days	Mon 10/5/15	Tue 10/13/15	74	0%			
76		TF Amend-Pages DNR Approval	1 day	Wed 10/14/15	Wed 10/14/15	75	0%			
77		TF PA-Amended	160 days	Mon 3/2/15	Wed 10/14/15		76%			
78	30433	TF Amend-PA-Amended Design	10 days	Mon 3/2/15	Fri 3/13/15		100%			
79	30433	TF Amend-PA-Amended Design Approval	5 days	Mon 3/16/15	Fri 3/20/15	78	100%			8/1/2014 Jule
80		TF Amend-PA-Amended Development	5 days	Mon 4/27/15	Fri 5/1/15	79	100%			
81		TF Amend-PA Agate Testing	3 days	Fri 5/29/15	Tue 6/2/15	80,73	100%			
82		TF Amendment-PA walkthru	2 days	Mon 6/8/15	Tue 6/9/15	81	100%			
83		TF Amendment-PA DNR Testing	7 days	Mon 10/5/15	Tue 10/13/15	82	0%			
84		TF Amendment-PA Approval	1 day	Wed 10/14/15	Wed 10/14/15	83	0%			
85	30434	TF MOU-Amended	118 days	Wed 4/29/15	Wed 10/14/15		73%			
86		TF Amend-MOU-Amended Design	5 days	Wed 4/29/15	Tue 5/5/15		100%			
87		TF Amend-MOU-Amended Design Approval	5 days	Wed 5/6/15	Tue 5/12/15	86	100%			8/1/2014 Jule
88		TF Amend-MOU-Amended Development	5 days	Fri 5/8/15	Thu 5/14/15	87	100%			
89		TF Amend-MOU Agate Testing	5 days	Fri 5/29/15	Thu 6/4/15	88,73	100%			
90		TF Amend-MOU walkthru	2 days	Fri 6/5/15	Mon 6/8/15	89	100%			
91		TF Amend-MOU DNR Testing	7 days	Mon 10/5/15	Tue 10/13/15	90	0%			
92		TF Amend-MOU Approval	1 day	Wed 10/14/15	Wed 10/14/15	91	0%			
93		DNR Review-TF Amendment	5 days	Thu 10/15/15	Wed 10/21/15	92	0%			
94		Invoice TF Amendment	3 days	Thu 10/22/15	Mon 10/26/15	93	0%		12	

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ID	PT Number	Task Name	Duration	Start	Finish	Predecessors	% Complete	Milestone Priority	Payment Milestone Row Number	Notes
95		LW Amendment	191 days	Mon 3/16/15	Tue 12/15/15		46%	3		
96		LW Amendment Workflow	134 days	Tue 4/14/15	Wed 10/21/15		67%			
97	✓	LW Amend-Workflow Design	5 days	Tue 4/14/15	Mon 4/20/15		100%			
98	✓	LW Amend-Workflow Design approval	5 days	Wed 6/10/15	Tue 6/16/15	97	100%			
99	✓	LW Amend-Workflow Configuration	3 days	Fri 5/1/15	Tue 5/5/15	98	100%			
100	✓	LW Amend-Workflow Testing	1 day	Mon 5/4/15	Mon 5/4/15	99	100%			
101	✓	LW Amend-Workflow Walkthru	2 days	Mon 7/27/15	Tue 7/28/15	100	100%			
102	⚠	LW Amend-Workflow DNR Testing	7 days	Mon 10/12/15	Tue 10/20/15	101	0%			
103		LW Amend-Workflow Approval	1 day	Wed 10/21/15	Wed 10/21/15	102	0%			
104		LW Amendment Notifications	28 days	Thu 10/22/15	Thu 12/3/15		0%			
105	⚠	LW Amend-Notifications provided to Agate	14 days	Thu 10/22/15	Tue 11/10/15	103	0%			
106		LW Amend-Notification Configuration	3 days	Thu 11/12/15	Mon 11/16/15	105,103	0%			
107		LW Amend-Notification Testing	1 day	Tue 11/17/15	Tue 11/17/15	106	0%			
108		LW Amend-Notifications Walkthru	2 days	Wed 11/18/15	Thu 11/19/15	107	0%			
109		LW Amend-Notification DNR Testing	7 days	Fri 11/20/15	Wed 12/2/15	108	0%			
110		LW Amend-Notifications DNR approval	1 day	Thu 12/3/15	Thu 12/3/15	109	0%			
111		LW Amendment Pages	155 days	Mon 3/16/15	Wed 10/21/15		57%			
112	✓	LW Amend-Page Design	2.25 days	Mon 3/16/15	Fri 3/27/15	103	100%			
113	✓	LW Amend-Page Design Approval	2 days	Mon 3/30/15	Fri 4/3/15	112	100%			
114	✓	LW Amend-Page Configuration	6 days	Wed 4/1/15	Wed 4/8/15	113,103	100%			
115	✓	LW Amend-Pages Agate Testing	3 days	Mon 7/20/15	Wed 7/22/15	114	100%			
116	⚠	LW Amend-Page Walkthru	2 days	Wed 7/29/15	Thu 7/30/15	115	0%			
117	⚠	LW Amend-Pages DNR Testing	7 days	Mon 10/12/15	Tue 10/20/15	116	0%			
118		LW Amend-Pages DNR Approval	1 day	Wed 10/21/15	Wed 10/21/15	117	0%			
119		LW PA-Amended	123 days	Wed 4/29/15	Wed 10/21/15		67%			
120	✓	LW Amend-PA-Amended Design	10 days	Wed 4/29/15	Tue 5/12/15		100%			Combined with TF
121	✓	LW Amend-PA-Amended Design Approval	2 days	Wed 5/13/15	Thu 5/14/15	120	100%			Combined with TF
122	✓	LW Amend-PA-Amended Development	5 days	Fri 5/15/15	Thu 5/21/15	121	100%			Combined with TF
123	✓	LW Amend-Agate Testing	3 days	Mon 7/27/15	Wed 7/29/15	122,115	100%			
124		LW Amend-PA walkthru	2 days	Thu 7/30/15	Fri 7/31/15	123	0%			
125	⚠	LW Amend-PA DNR Testing	7 days	Mon 10/12/15	Tue 10/20/15	124	0%			
126		LW Amendment PA Approval	1 day	Wed 10/21/15	Wed 10/21/15	125	0%			
127		LW MOU-Amended	124 days	Wed 4/29/15	Thu 10/22/15		60%			
128	✓	LW Amend-MOU-Amended Design	5 days	Wed 4/29/15	Tue 5/5/15		100%			Combined with TF
129	✓	LW Amend-MOU-Amended Design Approval	2 days	Wed 5/6/15	Thu 5/7/15	128	100%			Combined with TF
130	✓	LW Amend-MOU-Amended Development	5 days	Mon 7/20/15	Fri 7/24/15	129	100%			Combined with TF
131	✓	LW Amend-MOU Agate Testing	3 days	Mon 7/27/15	Wed 7/29/15	130,115	100%			
132		LW Amend-MOU walkthru	2 days	Thu 7/30/15	Fri 7/31/15	131	0%			
133	⚠	LW Amend-MOU DNR Testing	7 days	Tue 10/13/15	Wed 10/21/15	132	0%			
134		LW Amend-MOU Approval	1 day	Thu 10/22/15	Thu 10/22/15	133	0%			
135		DNR Review-LW Amendment	5 days	Fri 12/4/15	Thu 12/10/15	134,126,118,11	0%			
136		Invoice LW Project Amendment	3 days	Fri 12/11/15	Tue 12/15/15	135	0%		27	
137		RP Amendment	179 days	Fri 2/27/15	Mon 11/9/15		78%	3		
138		RP Amendment Workflow	164 days	Tue 3/10/15	Wed 10/28/15		67%			
139	✓	RP Amend-Workflow Design	5 days	Tue 3/10/15	Mon 3/16/15		100%			
140	✓	RP Amend-Workflow Design approval	3 days	Tue 3/17/15	Mon 3/23/15	139	100%			
141	✓	RP Amend-Workflow Configuration	3 days	Fri 3/20/15	Tue 3/31/15	140	100%			

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ID	PT Number	Task Name	Duration	Start	Finish	Predecessors	% Complete	Milestone Priority	Payment Milestone Row Number	Notes
142		RP Amend-Workflow Testing	1 day	Wed 4/1/15	Wed 4/1/15	141	100%			
143		RP Amend-Workflow Walkthru	4 days	Mon 6/15/15	Thu 6/18/15	142	100%			
144		RP Amend-Workflow DNR Testing	7 days	Mon 10/19/15	Tue 10/27/15	143	0%			
145		RP Amend-Workflow Approval	1 day	Wed 10/28/15	Wed 10/28/15	144	0%			
146		RP Amendment Notifications	171 days	Fri 2/27/15	Wed 10/28/15		89%			these are configured in the s
147		RP Amend-Notifications provided to Agate	75 days	Fri 2/27/15	Fri 6/12/15		100%			
148		RP Amend-Notification Configuration	3 days	Mon 6/15/15	Wed 6/17/15	147	100%			
149		RP Amend-Notification Testing	1 day	Wed 7/1/15	Wed 7/1/15	148,145	100%			
150		RP Amend-Notification Walkthru	2 days	Mon 8/3/15	Tue 8/4/15	149	0%			
151		RP Amend-Notification DNR Testing	7 days	Mon 10/19/15	Tue 10/27/15	150	0%			
152		RP Amend-Notification DNR approval	1 day	Wed 10/28/15	Wed 10/28/15	151	0%			
153		RP Amendment Pages	170 days	Mon 3/2/15	Wed 10/28/15		77%			
154		RP Amend-Page Design	10 days	Mon 3/2/15	Fri 3/13/15		100%			
155		RP Amend-Page Design Approval	5 days	Mon 3/16/15	Fri 3/20/15	154	100%			
156		RP Amend-Page Configuration	6 days	Wed 3/18/15	Tue 4/14/15	155,145	100%			
157		RP Amend-Page Agate Testing	4 days	Mon 6/1/15	Thu 6/4/15	156	100%			
158		RP Amend-Page Walkthru	2 days	Fri 6/5/15	Mon 6/8/15	157	100%			
159		RP Amend-Page DNR Testing	7 days	Mon 10/19/15	Tue 10/27/15	158	0%			
160		RP Amend-Page DNR Approval	1 day	Wed 10/28/15	Wed 10/28/15	159	0%			
161		RP PA-Amended	165 days	Mon 3/9/15	Wed 10/28/15		76%			
162		RP Amend-PA-Amended Design	10 days	Mon 3/9/15	Fri 3/20/15		100%			Combined with TF
163		RP Amend-PA-Amended Design Approval	5 days	Sat 3/21/15	Fri 3/27/15	162	100%			Combined with TF
164		RP Amend-PA-Amended Development	5 days	Wed 3/25/15	Tue 3/31/15	163	100%			Combined with TF
165		RP Amend-PA Agate Testing	3 days	Tue 4/21/15	Thu 4/23/15	164,157	100%			
166		RP Amend-PA walkthru	2 days	Thu 6/18/15	Fri 6/19/15	165	100%			
167		RP Amend-PA DNR Testing	7 days	Mon 10/19/15	Tue 10/27/15	166	0%			
168		RP Amend-PA Approval	1 day	Wed 10/28/15	Wed 10/28/15	157,167	0%			
169		DNR Review-RP Amendment	5 days	Thu 10/29/15	Wed 11/4/15	168	0%		41	
170		Invoice RP Project Amendment	3 days	Thu 11/5/15	Mon 11/9/15	169	0%			
171		DM Amendment	84 days	Mon 4/20/15	Mon 8/17/15		77%	3		
172	39727	DM Amendment Workflow	66 days	Fri 4/24/15	Tue 7/28/15		100%			
173		DM Amend-Workflow Design	5 days	Fri 4/24/15	Thu 4/30/15		100%			
174		DM Amend-Workflow Design approval	5 days	Fri 5/1/15	Thu 5/7/15	173	100%			Kelly approved on 5/11/2015
175		DM Amend-Workflow Configuration	3 days	Wed 5/6/15	Fri 5/8/15	173	100%			
176		DM Amend-Workflow Testing	1 day	Mon 5/11/15	Mon 5/11/15	175	100%			
177		DM Amend-Workflow Walkthru	2 days	Tue 6/2/15	Wed 6/3/15	176	100%			
178		DM Amend-Workflow DNR Testing	7 days	Mon 7/20/15	Tue 7/28/15		100%			
179		DM Amend-Workflow Approval	1 day	Mon 7/20/15	Mon 7/20/15	177	100%			
180	39730	DM Amendment Notifications	62 days	Fri 5/1/15	Wed 7/29/15		98%			
181		DM Amend-Notifications provided to Agate	27 days	Fri 5/1/15	Tue 6/9/15		100%			provided by Kelly on 6/3/201
182		DM Amend-Notification Configuration	3 days	Wed 6/10/15	Fri 6/12/15	181	100%			
183		DM Amend-Notification Testing	1 day	Tue 6/16/15	Tue 6/16/15	182,179	100%			
184		DM Amend-Notification Walkthru	2 days	Wed 6/17/15	Thu 6/18/15	183	100%			
185		DM Amend-Notification DNR Testing	7 days	Mon 7/20/15	Tue 7/28/15	184	100%			
186		DM Amend-Notification DNR approval	1 day	Wed 7/29/15	Wed 7/29/15	185	0%			
187	39728	DM Amendment Pages	76 days	Mon 4/20/15	Wed 8/5/15		65%			
188		DM Amend-Page Design	10 days	Mon 4/20/15	Fri 5/1/15		100%			

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ID	PT Number	Task Name	Duration	Start	Finish	Predecessors	% Complete	Milestone Priority	Payment Milestone Row Number	Notes
189		DM Amend-Page Design Approval	2 days	Mon 5/11/15	Fri 5/15/15	188	100%			Kelly approved 5/11/2015
190		DM Amend-Page Configuration	6 days	Fri 5/29/15	Wed 6/17/15	189,179	100%			
191		DM Amend-Page Agate Testing	4 days	Wed 6/17/15	Tue 6/23/15	190	100%			
192		DM Amend-Page Walkthru	2 days	Tue 6/23/15	Thu 6/25/15	191	100%			
193		DM Amend-Page DNR Testing	12 days	Mon 7/20/15	Tue 8/4/15	192	0%			
194		DM Amend-Page DNR Approval	1 day	Wed 8/5/15	Wed 8/5/15	193	0%			
195	39729	DM PA-Amended	76 days	Mon 4/20/15	Wed 8/5/15		79%			
196		DM Amend-PA-Amended Design	10 days	Mon 4/20/15	Fri 5/1/15		100%			
197		DM Amend-PA-Amended Design Approval	5 days	Mon 5/11/15	Fri 5/15/15	196	100%			Kelly approved 5/11/2015
198		DM Amend-PA-Amended Development	29 days	Mon 5/4/15	Fri 6/12/15	196	100%			
199		DM Amend-PA Agate Testing	3 days	Tue 6/23/15	Fri 6/26/15	198,191	100%			
200		DM Amend-PA walkthru	2 days	Fri 6/26/15	Tue 6/30/15	199	100%			
201		DM Amend-PA DNR Testing	12 days	Mon 7/20/15	Tue 8/4/15	200	0%			
202		DM Amend-PA Approval	1 day	Wed 8/5/15	Wed 8/5/15	201	0%			
203	39729	DM MOU-Amended	72 days	Fri 4/24/15	Wed 8/5/15		61%			
204		DM Amend-MOU-Amended Design	5 days	Fri 4/24/15	Thu 4/30/15		100%			
205		DM Amend-MOU-Amended Design Approval	5 days	Mon 5/11/15	Fri 5/15/15	204	100%			Kelly approved 5/11/2015
206		DM Amend-MOU-Amended Development	5 days	Wed 5/13/15	Tue 5/19/15	204	100%			
207		DM Amend-MOU Agate Testing	3 days	Tue 6/23/15	Fri 6/26/15	206,191	100%			
208		DM Amend-MOU walkthru	2 days	Fri 6/26/15	Tue 6/30/15	207	100%			
209		DM Amend-MOU DNR Testing	12 days	Mon 7/20/15	Tue 8/4/15	208	0%			
210		DM Amend-MOU Approval	1 day	Wed 8/5/15	Wed 8/5/15	209	0%			
211		DNR Review	5 days	Thu 8/6/15	Wed 8/12/15	210	0%			
212		Invoice DM Project Amendment	3 days	Thu 8/13/15	Mon 8/17/15	211,179,186,15	0%		54	
213		MS Amendment	111.4 days	Mon 4/13/15	Fri 9/18/15		56%	3		
214	39716	MS Amendment Workflow	72 days	Fri 4/24/15	Wed 8/5/15		64%			
215		MS Amend-Workflow Design	5 days	Fri 4/24/15	Thu 4/30/15		100%			
216		MS Amend-Workflow Design approval	3 days	Tue 5/5/15	Mon 5/11/15	215	100%			Michelle approved 5/5/2015
217		MS Amend-Workflow Configuration	3 days	Mon 5/18/15	Wed 5/20/15	216	100%			
218		MS Amend-Workflow Testing	1 day	Fri 5/29/15	Fri 5/29/15	217	100%			
219		MS Amend-Workflow Walkthru	2 days	Mon 6/1/15	Tue 6/2/15	218	100%			
220		MS Amend-Workflow DNR Testing	7 days	Mon 7/27/15	Tue 8/4/15	219	0%			
221		MS Amend-Workflow Approval	1 day	Wed 8/5/15	Wed 8/5/15	220	0%			
222	39719	MS Amendment Notifications	18 days	Fri 7/31/15	Tue 8/25/15		0%			
223		MS Amend-Notifications provided to Agate	1 day	Fri 7/31/15	Fri 7/31/15		0%			
224		MS Amend-Notification Configuration	3 days	Thu 8/6/15	Mon 8/10/15	223,221	0%			
225		MS Amend-Notification Testing	1 day	Tue 8/11/15	Tue 8/11/15	224	0%			
226		MS Amend-Notification Walkthru	2 days	Wed 8/12/15	Thu 8/13/15	225	0%			
227		MS Amend-Notification DNR Testing	7 days	Fri 8/14/15	Mon 8/24/15	226	0%			
228		MS Amend-Notification DNR approval	1 day	Tue 8/25/15	Tue 8/25/15	227	0%			
229	39717	MS Amendment Pages	100.4 days	Mon 4/13/15	Wed 9/2/15		75%			
230		MS Amend-Page Design	10 days	Mon 4/13/15	Fri 4/24/15		100%			
231		MS Amend-Page Design Approval	2 days	Tue 5/5/15	Wed 5/6/15	230	100%			Michelle approved 5/5/2015
232		MS Amend-Page Configuration	6 days	Tue 5/19/15	Thu 8/13/15	230,221	100%			
233		MS Amend-Page Agate Testing	4 days	Thu 8/13/15	Wed 8/19/15	232	100%			
234		MS Amend-Page Walkthru	2 days	Wed 8/19/15	Fri 8/21/15	233	100%			
235		MS Amend-Page DNR Testing	7 days	Fri 8/21/15	Tue 9/1/15	234	0%			

Appendix A - MI Rec Grants Schedule (7/31/2015 Final)

ID	PT Number	Task Name	Duration	Start	Finish	Predecessors	% Complete	Milestone Priority	Payment Milestone Row Number	Notes
236		MS Amend-Page DNR Approval	1 day	Tue 9/1/15	Wed 9/2/15	235	0%			
237		MS PA-Amended	103.4 days	Mon 4/13/15	Tue 9/8/15		73%			
238		MS Amend-PA-Amended Design	10 days	Mon 4/13/15	Fri 4/24/15		100%			
239		MS Amend-PA-Amended Design Approval	2 days	Tue 5/5/15	Mon 5/11/15	238	100%			Michelle approved 5/5/2015
240		MS Amend-PA-Amended Development	5 days	Thu 5/7/15	Mon 5/18/15	239	100%			
241		MS Amend-PA Agate Testing	3 days	Wed 8/19/15	Mon 8/24/15	240,233	100%			
242		MS Amend-Amendment PA walkthru	2 days	Mon 8/24/15	Wed 8/26/15	241	100%			
243		MS Amend-PA DNR Testing	7 days	Wed 8/26/15	Fri 9/4/15	242	0%			
244		MS Amend-PA Approval	1 day	Fri 9/4/15	Tue 9/8/15	243	0%			
245		DNR Review-MS Amendment	5 days	Tue 9/8/15	Tue 9/15/15	244	0%			
246		Invoice MS Project Amendment	3 days	Tue 9/15/15	Fri 9/18/15	245,221,228,22	0%		63	
247	31692	Acquisition	102 days	Wed 4/1/15	Mon 8/24/15		75%	1		
248		ACQ Workflow	94 days	Wed 4/1/15	Wed 8/12/15		82%			PT 31687
249		ACQ-Workflow design	15 days	Wed 4/1/15	Tue 4/21/15		100%			
250		ACQ-Workflow approval	15 days	Wed 4/22/15	Tue 5/12/15	249	100%			Janet approved 5/12/2015
251		ACQ-Workflow Configuration	3 days	Wed 5/13/15	Fri 5/15/15	249	100%			
252		ACQ-Workflow Testing	2 days	Mon 5/18/15	Tue 5/19/15	251	100%			
253		ACQ-Workflow Walkthru	2 days	Tue 5/5/15	Wed 5/20/15	252	100%			
254		ACQ-Workflow DNR Testing	7 days	Mon 8/3/15	Tue 8/11/15	253	0%			
255		ACQ-Workflow Approval	1 day	Wed 8/12/15	Wed 8/12/15	254	0%			
256		ACQ Notifications	21 days	Wed 7/8/15	Wed 8/5/15		79%			
257		ACQ-Notifications provided to Agate	1 day	Wed 7/8/15	Wed 7/8/15		100%			
258		ACQ-Notification Configuration	3 days	Thu 7/9/15	Mon 7/13/15	257	100%			
259		ACQ-Notification Testing	1 day	Tue 7/14/15	Tue 7/14/15	258	100%			
260		ACQ-Notification Walkthru	8 days	Wed 7/15/15	Fri 7/24/15	259	100%			07/21/2015
261		ACQ-Notification DNR Testing	7 days	Mon 7/27/15	Tue 8/4/15	260	50%			
262		ACQ-Notification DNR approval	1 day	Wed 8/5/15	Wed 8/5/15	261	0%			
263		ACQ Pages	94 days	Wed 4/1/15	Wed 8/12/15		80%			
264		ACQ-Page Design	15 days	Wed 4/1/15	Tue 4/21/15		100%			
265		ACQ-Page Design approval	5 days	Mon 5/4/15	Fri 5/8/15	264	100%			Janet approved 5/4/2015
266		ACQ-Page Configuration	7 days	Tue 5/5/15	Tue 5/19/15	265,255	100%			
267		ACQ-Page Agate Testing	4 days	Tue 5/19/15	Mon 5/25/15	266	100%			
268		ACQ-Page Walkthru	2 days	Tue 5/5/15	Wed 5/6/15	267	100%			Walkthru on 5/5/2015
269		ACQ - Page DNR Testing	7 days	Mon 8/3/15	Tue 8/11/15	268	0%			
270		ACQ-Page DNR approval	1 day	Wed 8/12/15	Wed 8/12/15	269	0%			
271		DNR Review-Acquisition	5 days	Thu 8/13/15	Wed 8/19/15	270	0%			
272		Invoice TF ACQ Project Oversight	3 days	Thu 8/20/15	Mon 8/24/15	271,255,262	0%			
273	31689	Construction (TF, LW, RP)	141 days	Mon 3/2/15	Thu 9/17/15		47%	1		
274		PSB Workflow	96 days	Wed 4/1/15	Fri 8/14/15		75%			
275		PSB-Workflow design	10 days	Wed 4/1/15	Tue 4/14/15		100%			
276		PSB-Workflow approval	5 days	Mon 8/10/15	Fri 8/14/15	275	100%			
277		PSB-Workflow Configuration	5 days	Fri 4/17/15	Thu 4/23/15	276	100%			
278		PSB-Workflow Testing	2 days	Fri 4/24/15	Mon 4/27/15	277	100%			
279		PSB-Workflow Walkthru	2 days	Tue 4/28/15	Wed 4/29/15	278	100%			
280		PSB-Workflow DNR Testing	7 days	Mon 8/3/15	Tue 8/11/15	279	0%			
281		PSB-Workflow DNR Approval	1 day	Wed 8/12/15	Wed 8/12/15	280	0%			
282		PSB Notifications	133 days	Mon 3/2/15	Fri 9/4/15		17%			

Appendix A - MI Rec Grants Schedule (7/31/2015 Final)

ID	PT Number	Task Name	Duration	Start	Finish	Predecessors	% Complete	Milestone Priority	Payment Milestone Row Number	Notes
283		PSB-Notifications provided to Agate	1 day	Mon 3/2/15	Mon 3/2/15		100%			
284		PSB-Notification Configuration	3 days	Mon 5/4/15	Thu 5/7/15	283,281	100%			
285		PSB-Notification Testing	1 day	Thu 5/7/15	Fri 5/8/15	284	100%			
286		PSB-Notification Walkthru	17 days	Mon 8/3/15	Tue 8/25/15	285	0%			
287		PSB-Notification DNR Testing	7 days	Wed 8/26/15	Thu 9/3/15	286	0%			
288		PSB-Notification DNR approval	1 day	Fri 9/4/15	Fri 9/4/15	287	0%			
289		PSB Pages	94 days	Wed 4/1/15	Wed 8/12/15		70%			PT 32717
290		PSB-Page Design	5 days	Wed 4/1/15	Tue 4/7/15		100%			
291		PSB-Page Design approval	5 days	Mon 6/15/15	Fri 6/19/15	290	100%			
292		PSB-Page Configuration	5 days	Fri 4/10/15	Fri 5/8/15	291,281	100%			
293		PSB-Page Agate Testing	2 days	Fri 5/8/15	Tue 5/12/15	292	100%			
294		PSB-Page Walkthru	2 days	Tue 5/12/15	Thu 5/14/15	293	100%			Walkthru on 5/12/2015
295		PSB-Page DNR Testing	7 days	Mon 8/3/15	Tue 8/11/15	294	0%			
296		PSB-Page DNR approval	1 day	Wed 8/12/15	Wed 8/12/15	295	0%			
297		DNR Review-Construction	5 days	Tue 9/8/15	Mon 9/14/15	296,280,288	0%			
298		Invoice TF Dev Project Oversight	3 days	Tue 9/15/15	Thu 9/17/15	297	0%		16	
299		Invoice LW Project Oversight	3 days	Tue 9/15/15	Thu 9/17/15	297	0%		31	
300		Invoice RP Project Oversight	3 days	Tue 9/15/15	Thu 9/17/15	297	0%		45	
301		Construction (DM)	123 days	Mon 3/2/15	Fri 8/21/15		52%	1		
302	32993	PSB Workflow	1 day	Mon 3/2/15	Mon 3/2/15		100%			Shared with TF, LW, RP
303	41208	PSB DM Notifications	53 days	Thu 5/28/15	Tue 8/11/15		37%			
304		PSBDM-Notifications provided to Agate	1 day	Thu 5/28/15	Thu 5/28/15		100%			
305		PSBDM-Notification Configuration	3 days	Fri 5/29/15	Tue 6/2/15	304	100%			
306		PSBDM-Notification Testing	1 day	Wed 6/3/15	Wed 6/3/15	305	100%			
307		PSBDM-Notification Walkthru	2 days	Thu 6/4/15	Fri 6/5/15	306	100%			
308		PSBDM-Notification DNR Testing	7 days	Mon 7/27/15	Tue 8/4/15	307	0%			
309		PSBDM-Notification DNR approval	5 days	Wed 8/5/15	Tue 8/11/15	308	0%			
310	33022	PSB DM Pages	76 days	Mon 4/20/15	Wed 8/5/15		73%			
311		DM PSB-Page Design	10 days	Mon 4/20/15	Fri 5/1/15		100%			
312		DM PSB-Design approval	2 days	Mon 5/11/15	Fri 5/15/15	311	100%			Kelly approved 5/11/2014
313		DM PSB-Page Configuration	5 days	Wed 5/13/15	Mon 6/29/15	312,281	100%			
314		DM PSB-Page Agate Testing	3 days	Mon 6/29/15	Thu 7/2/15	313	100%			
315		DM PSB-Page Walkthru	2 days	Thu 7/2/15	Tue 7/7/15	314	100%			
316		DM PSB-Page DNR Testing	7 days	Mon 7/27/15	Tue 8/4/15	315	0%			
317		DM PSB-Page DNR approval	1 day	Wed 8/5/15	Wed 8/5/15	316	0%			
318		DNR Review-DM Construction	5 days	Wed 8/12/15	Tue 8/18/15	317,302,309	0%			
319		Invoice DM Project Oversight	3 days	Wed 8/19/15	Fri 8/21/15	318	0%		55	
320	32136	Conversion Mitigation	91 days	Mon 7/27/15	Fri 12/4/15		20%	5		
321		Workflow	33 days	Mon 7/27/15	Thu 9/10/15		45%			
322		Conv-Workflow design	15 days	Mon 7/27/15	Fri 8/14/15		100%			
323		Conv-Workflow approval	5 days	Mon 8/17/15	Fri 8/21/15	322	0%			
324		Conv-Workflow Configuration	2 days	Mon 8/24/15	Tue 8/25/15	323	0%			
325		Conv-Workflow Testing	2 days	Wed 8/26/15	Thu 8/27/15	324	0%			
326		Conv-Workflow Walkthru	1 day	Fri 8/28/15	Fri 8/28/15	325	0%			
327		Conv-Workflow DNR Testing	7 days	Mon 8/31/15	Wed 9/9/15	326	0%			
328		Conv-Workflow Approval	1 day	Thu 9/10/15	Thu 9/10/15	327	0%			
329		Conversion Notifications	35 days	Fri 8/7/15	Fri 9/25/15		0%			

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ID	PT Number	Task Name	Duration	Start	Finish	Predecessors	% Complete	Milestone Priority	Payment Milestone Row Number	Notes
330		Conv-Notifications provided to Agate	1 day	Fri 8/7/15	Fri 8/7/15		0%			
331		Conv-Notification Configuration	3 days	Mon 8/10/15	Wed 8/12/15	330	0%			
332		Conv-Notification Testing	1 day	Fri 9/11/15	Fri 9/11/15	331,328	0%			
333		Conv-Notification Walkthru	2 days	Mon 9/14/15	Tue 9/15/15	332	0%			
334		Conv-Notification DNR Testing	7 days	Wed 9/16/15	Thu 9/24/15	333	0%			
335		Conv-Notification DNR approval	1 day	Fri 9/25/15	Fri 9/25/15	334	0%			
336		Pages	50 days	Mon 7/27/15	Mon 10/5/15		31%			
337		Conv-Page Design	10 days	Mon 7/27/15	Fri 8/7/15		100%			
338		Conv-Design approval	5 days	Mon 8/10/15	Fri 8/14/15	337	0%			
339		Conv-Page Configuration	3 days	Fri 9/11/15	Tue 9/15/15	338,328	0%			
340		Conv-Page Agate Testing	4 days	Wed 9/16/15	Mon 9/21/15	339	0%			
341		Conv-Page Walkthru	2 days	Tue 9/22/15	Wed 9/23/15	340	0%			
342		Conv-Page DNR Testing	7 days	Thu 9/24/15	Fri 10/2/15	341	0%			
343		Conv-Page DNR approval	1 day	Mon 10/5/15	Mon 10/5/15	342	0%			
344		Conversion Report	33 days	Tue 10/6/15	Fri 11/20/15		0%			
345		Conversion Report Design	5 days	Tue 10/6/15	Mon 10/12/15	343	0%			
346		Conv Report Design Approval	3 days	Tue 10/13/15	Thu 10/15/15	345	0%			
347		Conv Report Development	5 days	Fri 10/16/15	Thu 10/22/15	346	0%			
348		Conv Report Agate Testing	5 days	Fri 10/23/15	Thu 10/29/15	347	0%			
349		Conv Report Walkthru	3 days	Fri 10/30/15	Tue 11/3/15	348	0%			
350		Conv Report DNR Testing	7 days	Wed 11/4/15	Fri 11/13/15	349	0%			
351		Conv Report DNR approval	5 days	Mon 11/16/15	Fri 11/20/15	350	0%			
352		DNR Review-Conv/Mitigation	5 days	Mon 11/23/15	Tue 12/1/15	343,328,335,351	0%			
353		Invoice TF Conversion/Mitigation	3 days	Wed 12/2/15	Fri 12/4/15	352	0%		15	
354		Invoice LW Conversion/Mitigation	3 days	Wed 12/2/15	Fri 12/4/15	352	0%		30	
355		Invoice RP Conversion/Mitigation	3 days	Wed 12/2/15	Fri 12/4/15	352	0%		44	
356		Withdrawal	108 days	Wed 4/29/15	Wed 9/30/15		44%			
357		TF Workflow	89 days	Wed 4/29/15	Wed 9/2/15		59%			
358		TF Withdraw-Workflow design	1 day	Wed 4/29/15	Wed 4/29/15		100%			
359		TF Withdraw-Workflow approval	15 days	Mon 7/20/15	Fri 8/7/15	358	100%			Amy approved on 6/10/2015
360		TF Withdraw-Workflow Configuration	2 days	Tue 5/5/15	Mon 6/15/15	359	100%			
361		TF Withdraw-Workflow Testing	1 day	Thu 5/28/15	Thu 5/28/15	360	100%			
362		TF Withdraw-Workflow Walkthru	1 day	Mon 8/17/15	Mon 8/17/15	361	0%			
363		TF withdraw-Workflow DNR Testing	7 days	Tue 8/18/15	Wed 8/26/15	362	0%			
364		TF Withdraw-Workflow Approval	5 days	Thu 8/27/15	Wed 9/2/15	363	0%			
365		LW Workflow	84 days	Wed 4/29/15	Wed 8/26/15		68%			
366		LW Withdraw-Workflow design	1 day	Wed 4/29/15	Wed 4/29/15		100%			
367		LW Withdraw-Workflow approval	5 days	Mon 7/20/15	Fri 7/24/15	366	100%			07/21/2015
368		LW Withdraw-Workflow Configuration	2 days	Tue 5/5/15	Fri 6/19/15	367	100%			
369		LW Withdraw-Workflow Testing	2 days	Mon 7/20/15	Tue 7/21/15	368	100%			
370		LW Withdraw-Workflow Walkthru	7 days	Wed 7/22/15	Thu 7/30/15	369	100%			
371		LW Withdraw-Workflow DNR Testing	7 days	Mon 8/17/15	Tue 8/25/15	370	0%			
372		LW Withdraw-Workflow Approval	1 day	Wed 8/26/15	Wed 8/26/15	371	0%			
373	39743	RP Workflow	89 days	Wed 4/29/15	Wed 9/2/15		20%			
374		RP Withdraw-Workflow design	1 day	Wed 4/29/15	Wed 4/29/15		100%			
375		RP Withdraw-Workflow approval	22 days	Mon 7/20/15	Tue 8/18/15	374	7%			
376		RP Withdraw-Workflow Configuration	2 days	Tue 5/5/15	Wed 5/27/15	375	100%			

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ID	PT Number	Task Name	Duration	Start	Finish	Predecessors	% Complete	Milestone Priority	Payment Milestone Row Number	Notes
377		RP Withdraw-Workflow Testing	3 days	Thu 5/28/15	Tue 6/2/15	376	100%			
378		RP Withdraw-Workflow Walkthru	2 days	Mon 8/17/15	Tue 8/18/15	377	0%			
379		RP Withdraw-Workflow DNR Testing	7 days	Mon 8/24/15	Tue 9/1/15	378	0%			
380		RP Withdraw-Workflow Approval	1 day	Wed 9/2/15	Wed 9/2/15	379	0%			
381		DM Workflow	61 days	Mon 5/4/15	Wed 7/29/15		95%			
382	39789	DM Withdraw-Workflow design	2 days	Mon 5/4/15	Tue 5/5/15		100%			
383		DM Withdraw-Workflow approval	5 days	Tue 6/23/15	Mon 6/29/15	382	100%			Kelly approved on 6/10/2015
384		DM Withdraw-Workflow Configuration	2 days	Tue 6/30/15	Wed 7/1/15	383	100%			
385		DM Withdraw-Workflow Testing	2 days	Thu 7/2/15	Mon 7/6/15	384	100%			
386		DM Withdraw-Workflow Walkthru	2 days	Tue 7/7/15	Wed 7/8/15	385	100%			
387		DM Withdraw-Workflow DNR Testing	7 days	Mon 7/20/15	Tue 7/28/15	386	100%			
388		DM Withdraw-Workflow Approval	1 day	Wed 7/29/15	Wed 7/29/15	387	0%			
389		MS Workflow	61 days	Mon 5/4/15	Wed 7/29/15		58%			
390		MS Withdraw-Workflow design	1 day	Mon 5/4/15	Mon 5/4/15		100%			
391		MS Withdraw-Workflow approval	5 days	Wed 6/3/15	Tue 6/9/15	390	100%			
392		MS Withdraw-Workflow Configuration	2 days	Wed 6/10/15	Thu 6/11/15	391	100%			
393		MS Withdraw-Workflow Testing	1 day	Fri 6/12/15	Fri 6/12/15	392	100%			
394		MS Withdraw-Workflow Walkthru	2 days	Mon 6/15/15	Tue 6/16/15	393	100%			
395		MS Withdraw-Workflow DNR Testing	7 days	Mon 7/20/15	Tue 7/28/15	394	0%			
396		MS Withdraw-Workflow Approval	1 day	Wed 7/29/15	Wed 7/29/15	395	0%			
397	39722	Withdrawal Page(s)	108 days	Wed 4/29/15	Wed 9/30/15		29%			
398		Withdraw-Page Design	1 day	Wed 4/29/15	Wed 4/29/15		100%			
399		Withdraw-Design approval	5 days	Fri 6/5/15	Thu 6/11/15	398	100%			Amy approved on 6/1/2015
400		TF	17 days	Thu 9/3/15	Mon 9/28/15		24%			
401		TF Withdraw-Page Configuration	2 days	Thu 9/3/15	Fri 9/4/15	399,364	100%			
402		TF Withdraw-Page Agate Testing	2 days	Tue 9/8/15	Wed 9/9/15	401	100%			
403		TF Withdraw-Page Walkthru	2 days	Thu 9/10/15	Fri 9/11/15	402	0%			
404		TF Withdraw-Page DNR Testing	7 days	Mon 9/14/15	Tue 9/22/15	403	0%			
405		TF Withdraw-Page DNR approval	1 day	Wed 9/23/15	Wed 9/23/15	404	0%			
406		Invoice TF Dev Grant Closeout	3 days	Thu 9/24/15	Mon 9/28/15	364,405	0%		13	
407		LW	17 days	Thu 8/27/15	Mon 9/21/15		24%			
408		LW Withdraw-Page Configuration	2 days	Thu 8/27/15	Fri 8/28/15	399,372	100%			
409		LW Withdraw-Page Agate Testing	2 days	Mon 8/31/15	Tue 9/1/15	408	100%			
410		LW Withdraw-Page Walkthru	2 days	Wed 9/2/15	Thu 9/3/15	409	0%			
411		LW Withdraw-Page DNR Testing	7 days	Fri 9/4/15	Tue 9/15/15	410	0%			
412		LW Withdraw-Page DNR approval	1 day	Wed 9/16/15	Wed 9/16/15	411	0%			
413		Invoice LW Grant Closeout	3 days	Thu 9/17/15	Mon 9/21/15	372,412	0%		28	
414		RP	41 days	Mon 7/13/15	Tue 9/8/15		24%			
415		RP Withdraw-Page Configuration	2 days	Mon 7/13/15	Tue 7/14/15	399,380	100%			
416		RP Withdraw-Page Agate Testing	2 days	Mon 7/27/15	Tue 7/28/15	415	100%			
417		RP Withdraw-Page Walkthru	2 days	Wed 7/29/15	Thu 7/30/15	416	0%			
418		RP Withdraw-Page DNR Testing	7 days	Fri 7/31/15	Mon 8/10/15	417	0%			
419		RP Withdraw-Page DNR approval	1 day	Tue 8/11/15	Tue 8/11/15	418	0%			
420		Invoice RP Grant Closeout	3 days	Thu 9/3/15	Tue 9/8/15	380,419	0%		42	
421		DM	16 days	Tue 7/21/15	Tue 8/11/15		35%			
422		DM Withdraw-Page Configuration	2 days	Tue 7/21/15	Wed 7/22/15	399,388	100%			
423		DM Withdraw-Page Agate Testing	2 days	Thu 7/23/15	Fri 7/24/15	422	100%			

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ID	PT Number	Task Name	Duration	Start	Finish	Predecessors	% Complete	Milestone Priority	Payment Milestone Row Number	Notes
424		DM Withdraw-Page Walkthru	2 days	Mon 7/27/15	Tue 7/28/15	423	100%			
425		DM Withdraw-Page DNR Testing	7 days	Wed 7/29/15	Thu 8/6/15	424	0%			
426		DM Withdraw-Page DNR approval	1 day	Fri 8/7/15	Fri 8/7/15	425	0%			
427		Invoice DM Grant Closeout	3 days	Fri 8/7/15	Tue 8/11/15	425,388	0%		53	
428		MS	14 days	Thu 7/30/15	Tue 8/18/15		29%			
429		MS Withdraw-Page Configuration	2 days	Thu 7/30/15	Fri 7/31/15	399,396	100%			
430		MS Withdraw-Page Agate Testing	2 days	Mon 8/3/15	Tue 8/4/15	429	100%			
431		MS Withdraw-Page Walkthru	2 days	Wed 8/5/15	Thu 8/6/15	430	0%			
432		MS Withdraw-Page DNR Testing	7 days	Fri 8/7/15	Mon 8/17/15	431	0%			
433		MS Withdraw-Page DNR approval	1 day	Tue 8/18/15	Tue 8/18/15	432	0%			
434		DNR Review-Withdrawal	5 days	Thu 9/24/15	Wed 9/30/15	399,405,412,41	0%			
435		Invoice MS Grant Closeout	3 days	Mon 9/28/15	Wed 9/30/15	396,329	0%		64	
436	31795	Post Completion	57 days	Mon 8/31/15	Thu 11/19/15		0%	4		one workflow for self cert ar
437		Workflow	20 days	Mon 8/31/15	Mon 9/28/15		0%			
438		PostComp-Workflow design	2 days	Mon 8/31/15	Tue 9/1/15		0%			
439		PostComp-Workflow approval	5 days	Wed 9/2/15	Wed 9/9/15	438	0%			
440		PostComp-Workflow Configuration	3 days	Thu 9/10/15	Mon 9/14/15	439	0%			
441		PostComp-Workflow Testing	1 day	Tue 9/15/15	Tue 9/15/15	440	0%			
442		PostComp-Workflow Walkthru	1 day	Wed 9/16/15	Wed 9/16/15	441	0%			
443		PostComp-Workflow DNR Testing	7 days	Thu 9/17/15	Fri 9/25/15	442	0%			
444		PostComp-Workflow Approval	1 day	Mon 9/28/15	Mon 9/28/15	443	0%			
445		Page(s)	52 days	Tue 9/8/15	Thu 11/19/15		0%			
446		PostComp-Page Design	2 days	Tue 9/29/15	Wed 9/30/15	444	0%			Same page used for all
447		PostComp-Design approval	5 days	Thu 10/1/15	Wed 10/7/15	446	0%			
448		TF	21 days	Thu 10/8/15	Thu 11/5/15		0%			
449		TF PostComp-Page Configuration	3 days	Thu 10/8/15	Mon 10/12/15	447,444	0%			
450		TF PostComp-Page Agate Testing	1 day	Tue 10/13/15	Tue 10/13/15	449	0%			
451		TF PostComp-Page Walkthru	1 day	Wed 10/14/15	Wed 10/14/15	450	0%			
452		TF PostComp-Page DNR Testing	7 days	Thu 10/15/15	Fri 10/23/15	451	0%			
453		TF PostComp-Page DNR approval	1 day	Mon 10/26/15	Mon 10/26/15	452	0%			
454		Invoice TF Post Completion & Project Management	3 days	Tue 11/3/15	Thu 11/5/15	444,453	0%		14	
455		LW	21 days	Thu 10/8/15	Thu 11/5/15		0%			
456		LW PostComp-Page Configuration	3 days	Thu 10/8/15	Mon 10/12/15	447,444	0%			
457		LW PostComp-Page Agate Testing	1 day	Tue 10/13/15	Tue 10/13/15	456	0%			
458		LW PostComp-Page Walkthru	1 day	Wed 10/14/15	Wed 10/14/15	457	0%			
459		LW PostComp-Page Testing	7 days	Thu 10/15/15	Fri 10/23/15	458	0%			
460		LW PostComp-Page DNR approval	1 day	Mon 10/26/15	Mon 10/26/15	459	0%			
461		Invoice LW Post Completion & Project Management	3 days	Tue 11/3/15	Thu 11/5/15	444,460	0%		29	
462		RP	21 days	Thu 10/8/15	Thu 11/5/15		0%			
463		RP PostComp-Page Configuration	3 days	Thu 10/8/15	Mon 10/12/15	447,444	0%			
464		RP PostComp-Page Agate Testing	1 day	Tue 10/13/15	Tue 10/13/15	463	0%			
465		RP PostComp-Page Walkthru	1 day	Wed 10/14/15	Wed 10/14/15	464	0%			
466		RP PostComp-Page DNR Testing	7 days	Thu 10/15/15	Fri 10/23/15	465	0%			
467		RP PostComp-Page DNR approval	1 day	Mon 10/26/15	Mon 10/26/15	466	0%			
468		Invoice RP Post Completion & Project Management	3 days	Tue 11/3/15	Thu 11/5/15	444,467	0%		43	
469		DM	13 days	Thu 10/8/15	Mon 10/26/15		0%			
470		DM PostComp-Page Configuration	3 days	Thu 10/8/15	Mon 10/12/15	447,444	0%			

Appendix A - MI Rec Grants Schedule (7/31/2015 Final)

ID	PT Number	Task Name	Duration	Start	Finish	Predecessors	% Complete	Milestone Priority	Payment Milestone Row Number	Notes
471		DM PostComp-Page Agate Testing	1 day	Tue 10/13/15	Tue 10/13/15	470	0%			
472		DM PostComp-Page Walkthru	1 day	Wed 10/14/15	Wed 10/14/15	471	0%			
473		DM PostComp-Page DNR Testing	7 days	Thu 10/15/15	Fri 10/23/15	472	0%			
474		DM PostComp-Page DNR approval	1 day	Mon 10/26/15	Mon 10/26/15	473	0%			
475		MS	13 days	Thu 10/8/15	Mon 10/26/15		0%			
476		MS PostComp-Page Configuration	3 days	Thu 10/8/15	Mon 10/12/15	447,444	0%			
477		MS PostComp-Page Agate Testing	1 day	Tue 10/13/15	Tue 10/13/15	476	0%			
478		MS PostComp-Page Walkthru	1 day	Wed 10/14/15	Wed 10/14/15	477	0%			
479		MS PostComp-Page DNR Testing	7 days	Thu 10/15/15	Fri 10/23/15	478	0%			
480		MS PostComp-Page DNR approval	1 day	Mon 10/26/15	Mon 10/26/15	479	0%			
481		DNR Review-PostComp	5 days	Tue 10/27/15	Mon 11/2/15	480	0%			
482	36459	MiniFile	52 days	Tue 9/8/15	Thu 11/19/15		0%			One design for all?
483		Mini-Page design	15 days	Tue 9/8/15	Mon 9/28/15		0%			
484		Mini-Page Design approval	5 days	Tue 9/29/15	Mon 10/5/15		0%			
485		Mini-Page Configuration	3 days	Tue 10/6/15	Thu 10/8/15		0%			
486		Mini-PageAgate Testing	2 days	Fri 10/9/15	Mon 10/12/15		0%			
487		Mini-Page Walkthru	2 days	Tue 10/13/15	Wed 10/14/15		0%			
488		Mini-Page DNR Testing	7 days	Mon 11/2/15	Tue 11/10/15		0%			
489		Mini-Page DNR approval	1 day	Thu 11/12/15	Thu 11/12/15	488	0%			
490		DNR Review-MiniFile	5 days	Fri 11/13/15	Thu 11/19/15	489	0%			
491	32332	State Financial Request	143 days	Mon 3/2/15	Mon 9/21/15		58%	1		
492		Workflow	22 days	Mon 3/16/15	Tue 4/14/15		100%			
493		SFR-Workflow design	10 days	Mon 3/16/15	Fri 3/27/15		100%			
494		SFR-Workflow approval	1 day	Mon 3/30/15	Mon 3/30/15	493	100%			
495		SFR-Workflow Configuration	10 days	Tue 3/31/15	Mon 4/13/15	494	100%			
496		SFR-Workflow Testing	1 day	Tue 4/14/15	Tue 4/14/15	495	100%			
497		Page(s)	135 days	Mon 3/2/15	Wed 9/9/15		52%			
498		SFR-Page Design	12 days	Mon 3/2/15	Tue 8/25/15		100%			
499		SFR-Design approval	2 days	Mon 3/2/15	Tue 3/3/15		100%			
500		SFR-Page Configuration	10 days	Wed 4/22/15	Tue 5/5/15	499	100%			
501		SFR-Page Agate Testing	10 days	Mon 8/3/15	Fri 8/14/15	500	27%			Assigned to Carrie
502		SFR-PageWalkthru	5 days	Mon 8/17/15	Fri 8/21/15	501	0%			
503		SFR-Page DNR Testing	7 days	Mon 8/24/15	Tue 9/1/15	502	0%			
504		SFR-Page DNR approval	5 days	Wed 9/2/15	Wed 9/9/15	503	0%			
505		DNR Review-State Financial Request	5 days	Thu 9/10/15	Wed 9/16/15	504,496	0%			
506		Invoice TF State Dev/ACQ Reimbursement Request	3 days	Thu 9/17/15	Mon 9/21/15	505	0%		19	
507		Invoice LW State Reimbursement Request	3 days	Thu 9/17/15	Mon 9/21/15	505	0%		33	
508	32331	Local Financial Request	145 days	Mon 3/2/15	Wed 9/23/15		41%	1		
509		Workflow	12 days	Mon 3/2/15	Tue 3/17/15		100%			
510		LFR-Workflow design	5 days	Mon 3/2/15	Fri 3/6/15		100%			
511		LFR-Workflow design approval	1 day	Mon 3/9/15	Mon 3/9/15	510	100%			
512		LFR-Workflow Configuration	3 days	Tue 3/10/15	Thu 3/12/15	511	100%			
513		LFR-Workflow Testing	3 days	Fri 3/13/15	Tue 3/17/15	512	100%			
514		Page(s) TF, LW, RP	127 days	Mon 3/16/15	Fri 9/11/15		37%			
515		LFR-Page Design	5 days	Mon 3/16/15	Fri 3/20/15		100%			
516		LFR-Page Design approval	1 day	Mon 3/23/15	Mon 3/23/15	515	100%			
517		LFR-Page Configuration	5 days	Tue 3/24/15	Mon 3/30/15	516	100%			

Appendix A - MI Rec Grants Schedule (7/31/2015 Final)

ID	PT Number	Task Name	Duration	Start	Finish	Predecessors	% Complete	Milestone Priority	Payment Milestone Row Number	Notes
518		LFR-Page Agate Testing	7 days	Mon 8/10/15	Tue 8/18/15	517	26%			
519		LFR-Page Walkthru	5 days	Wed 8/19/15	Tue 8/25/15	518	0%			
520		LFR-Page DNR Testing	7 days	Wed 8/26/15	Thu 9/3/15	519	0%			
521		LFR-Page DNR approval	5 days	Fri 9/4/15	Fri 9/11/15	520	0%			
522	32877	Page(s) DM	104 days	Wed 4/1/15	Wed 8/26/15		55%			
523		DM LFR-Page Design	10 days	Wed 4/1/15	Tue 4/14/15		100%			
524		DM LFR-Page Design approval	1 day	Wed 4/15/15	Wed 4/15/15	523	100%			
525		DM LFR-Page Configuration	10 days	Thu 4/16/15	Wed 4/29/15	524	100%			
526		DM LFR-Page Agate Testing	5 days	Mon 8/3/15	Fri 8/7/15	525	10%			
527		DM LFR-Page Walkthru	1 day	Mon 8/10/15	Mon 8/10/15	526	0%			
528		DM LFR-Page DNR Testing	7 days	Tue 8/11/15	Wed 8/19/15	527	0%			
529		DM LFR-Page DNR approval	5 days	Thu 8/20/15	Wed 8/26/15	528	0%			
530	32411	Page(s) MS	99 days	Mon 4/20/15	Tue 9/8/15		34%			
531		MS LFR-Page Design	10 days	Mon 4/20/15	Fri 5/1/15		100%			
532		MS LFR-Page Design approval	1 day	Mon 5/4/15	Mon 5/4/15	531	100%			
533		MS LFR-Page Configuration	5 days	Mon 7/20/15	Fri 7/24/15	532	100%			
534		MS LFR-Page Agate Testing	14 days	Mon 7/27/15	Thu 8/13/15	533	0%			
535		MS LFR-Page Walkthru	5 days	Fri 8/14/15	Thu 8/20/15	534	0%			
536		MS LFR-Page DNR Testing	7 days	Fri 8/21/15	Mon 8/31/15	535	0%			
537		MS LFR-Page DNR approval	5 days	Tue 9/1/15	Tue 9/8/15	536	0%			
538		DNR Review of Local Reimbursement Request	5 days	Mon 9/14/15	Fri 9/18/15	521,529,537	0%			
539		Invoice TF Local Dev Reimbursement Request	3 days	Mon 9/21/15	Wed 9/23/15	538	0%	4	18	
540		Invoice LW Local Reimbursement Request	3 days	Mon 9/21/15	Wed 9/23/15	538	0%		32	
541		Invoice RP Local Reimbursement Request	3 days	Mon 9/21/15	Wed 9/23/15	538	0%		46	
542		Invoice DM Local Reimbursement Request	3 days	Mon 9/21/15	Wed 9/23/15	538	0%		56	
543		Invoice MS Local Reimbursement Request	3 days	Mon 9/21/15	Wed 9/23/15	538	0%		62	
544		Financial Reports	45 days	Mon 7/27/15	Mon 9/28/15		2%			
545		Financial Report Design	1 day	Mon 7/27/15	Mon 7/27/15		100%			
546		DNR Design Approval - Financial Reports	10 days	Tue 7/28/15	Mon 8/10/15	545	0%			
547		Build Financial Reports	9 days	Tue 8/11/15	Fri 8/21/15	546	0%			
548		Agate Test Financial Reports	5 days	Mon 8/24/15	Fri 8/28/15	547	0%			
549		DNR Test Financial Reports	15 days	Mon 8/31/15	Mon 9/21/15	548	0%			
550		DNR Approval-Financial Reports	5 days	Tue 9/22/15	Mon 9/28/15	549	0%			
551		DNR Review-Financial Reports	10 days	Tue 9/29/15	Mon 10/12/15	550	0%			
552		Invoice TF Reimbursement Financial Reports	3 days	Tue 10/13/15	Thu 10/15/15	551	0%		20	
553		Invoice LW Reimbursement Financial Reports	3 days	Tue 10/13/15	Thu 10/15/15	551	0%		34	
554		Invoice RP Reimbursement Financial Reports	3 days	Tue 10/13/15	Thu 10/15/15	551	0%		47	
555	33282	Data Migration	236 days	Mon 3/2/15	Fri 2/5/16		12%	5		
556		Org Import	174 days	Mon 3/2/15	Tue 11/3/15		37%			
557		Org-Import to Test Site	19 days	Mon 3/2/15	Thu 3/26/15		100%			
558		Org-Import DNR Testing on Test Site	16 days	Mon 9/21/15	Mon 10/12/15	557	0%			
559		Org-Import DNR Approval	2 days	Tue 10/13/15	Wed 10/14/15	558	0%			
560		Org-Import to Prod Site	2 days	Thu 10/15/15	Fri 10/16/15	559	0%			
561		Org -Import DNR Testing on Prod Site	7 days	Mon 10/19/15	Tue 10/27/15	560	0%			
562		Org-Import DNR Final Approval	5 days	Wed 10/28/15	Tue 11/3/15	561	0%			
563		Data Migration	91 days	Mon 9/14/15	Tue 1/26/16		0%			
564		Migration-Data mapping	60 days	Mon 9/14/15	Wed 12/9/15		0%			

Appendix A - MI Rec Grants Schedule (7/31/2015 Final)

ID	PT Number	Task Name	Duration	Start	Finish	Predecessors	% Complete	Milestone Priority	Payment Milestone Row Number	Notes
565		Migration-Coding	10 days	Thu 12/10/15	Wed 12/23/15	564	0%			
566		Migration-DNR Testing on Test Site	7 days	Mon 12/28/15	Wed 1/6/16	565	0%			
567		Migration-Data to Prod Site	2 days	Thu 1/7/16	Fri 1/8/16	566	0%			
568		Migration-Data DNR Testing on Prod Site	7 days	Mon 1/11/16	Tue 1/19/16	567	0%			
569		Migration-Data DNR Final Approval	5 days	Wed 1/20/16	Tue 1/26/16	568	0%			
570		DNR Review-Data Migration	5 days	Wed 1/27/16	Tue 2/2/16	569	0%			
571		Invoice CMI Post Completion & Project Management	3 days	Wed 2/3/16	Fri 2/5/16	570	0%		68	
572		Invoice CMI Conversion/Mitigation	3 days	Wed 2/3/16	Fri 2/5/16	570	0%		69	
573		Invoice BF Post Completion & Project Management	3 days	Wed 2/3/16	Fri 2/5/16	570	0%		73	
574		Invoice BF Conversion/Mitigation	3 days	Wed 2/3/16	Fri 2/5/16	570	0%		74	
575		Invoice Data Migration of Legacy Data	3 days	Wed 2/3/16	Fri 2/5/16	570	0%		77	
576		Training	145 days	Mon 7/13/15	Tue 2/9/16		0%			
577		Applicant Manual	87 days	Mon 9/21/15	Wed 1/27/16		0%	5		
578		App Manual-Edits completed by Agate	74 days	Mon 9/21/15	Fri 1/8/16		0%			
579		App Manual-DNR Review	7 days	Mon 1/11/16	Tue 1/19/16	578	0%			
580		App Manual-DNR Approval	1 day	Wed 1/20/16	Wed 1/20/16	579	0%			
581		DNR Review-Applicant Manual	5 days	Thu 1/21/16	Wed 1/27/16	580	0%			
582		Administrative Manual	78 days	Mon 10/5/15	Thu 1/28/16		0%	5		
583		Admin Manual-Edits completed by Agate	65 days	Mon 10/5/15	Mon 1/11/16		0%			
584		Admin Manual-DNR Review	7 days	Tue 1/12/16	Wed 1/20/16	583	0%			
585		Admin Manual-DNR Approval	1 day	Thu 1/21/16	Thu 1/21/16	584	0%			
586		DNR Review-Admin Manual	5 days	Fri 1/22/16	Thu 1/28/16	585	0%			
587		Training Materials-DNR Review	5 days	Fri 1/29/16	Thu 2/4/16	581,586	0%			
588		Invoice Training Materials	3 days	Fri 2/5/16	Tue 2/9/16	587	0%		84	
589		On-Site Training	140 days	Mon 7/13/15	Tue 2/2/16		0%			
590		Invoice Training Days	3 days	Wed 2/3/16	Fri 2/5/16	589	0%		85	
591		Existing Report Updates	44 days	Tue 6/2/15	Mon 8/3/15		39%	1		
592		Identify reports needing updating	5 days	Tue 6/2/15	Mon 6/8/15		100%			
593		Developer updates reports	3 days	Tue 6/9/15	Thu 6/11/15	592	100%			
594		Agate Test Reports	3 days	Fri 6/12/15	Tue 6/16/15	593	100%			
595		DNR test Board and Director Reports	7 days	Mon 7/20/15	Tue 7/28/15	594	0%			
596		DNR approval of reports	1 day	Wed 7/29/15	Wed 7/29/15	595	0%			
597		Invoice TF Board Reports	3 days	Thu 7/30/15	Mon 8/3/15	596	0%		10	
598		Invoice LW Director Reports	3 days	Thu 7/30/15	Mon 8/3/15	596	0%		25	
599		Invoice RP Director Reports	3 days	Thu 7/30/15	Mon 8/3/15	596	0%		39	
600		Admin Tools Documentation	13 days	Mon 7/27/15	Wed 8/12/15		38%			
601		Admin Tools-Documentation Provided to DNR	5 days	Mon 7/27/15	Fri 7/31/15		100%			
602		Admin Tools-DNR Review	5 days	Mon 8/3/15	Fri 8/7/15	601	0%			
603		Invoice Admin Tools	3 days	Mon 8/10/15	Wed 8/12/15	602	0%		80	
604		Data Warehouse Glossary	10 days	Wed 2/3/16	Tue 2/16/16	570	0%			
605		Invoice Project Close-Out	152 days	Thu 7/9/15	Tue 2/16/16		0%		88	

Milestone	APPENDIX B	Priority	Amount	Holdback	Payment	Completion Target
Grantee Registration			\$	\$	\$	
		1	115,250.00	11,525.00	103,725.00	
5 Year Plan			\$	\$	\$	
			-	-	-	
			\$		\$	
			115,250.00		103,725.00	
TRUST FUND (TF)						
			\$	\$	\$	
TF - DEV APPLICATION		1	5,523.58	552.36	4,971.23	08/05/2015
			\$	\$	\$	
TF - ACQ APPLICATION		1	5,523.58	552.36	4,971.23	08/05/2015
			\$	\$	\$	
TF - BOARD REPORTS		1	5,523.58	552.36	4,971.23	08/03/2015
			\$	\$	\$	
TF - PROJECT AGREEMENT		1	5,523.58	552.36	4,971.23	08/13/2015
			\$	\$	\$	
TF - PROJECT AGREEMENT AMENDMENT		3	5,523.58	552.36	4,971.23	10/26/2015
			\$	\$	\$	
TF - DEV. GRANT CLOSEOUT		4	5,523.58	552.36	4,971.23	09/28/2015
			\$	\$	\$	
TF - POST COMPLETION & PROJECT MGT		4	5,523.58	552.36	4,971.23	11/05/2015
			\$	\$	\$	
TF - CONVERSION / MITIGATION		5	5,523.58	552.36	4,971.23	12/04/2015
			\$	\$	\$	
TF - DEV. PROJECT OVERSIGHT (BIDS, PLANS & SPECS)		1	5,523.58	552.36	4,971.23	09/17/2015
			\$	\$	\$	
TF - Local Only - ACQ. PROJECT OVERSIGHT (APPRAISAL, TITLE & ENVIRONMENTAL)		1	5,523.58	552.36	4,971.23	08/31/2015
			\$	\$	\$	
TF - Local DEV. REIMBURSEMENT REQUESTS		1	5,523.58	552.36	4,971.23	09/23/2015
			\$	\$	\$	
TF - State DEV. & ACQ REIMBURSEMENT REQUESTS		1				09/21/2015

		5,523.58	552.36	4,971.23	
		\$	\$	\$	
TF - REIMBURSEMENT REPORTS	2	5,523.58	552.36	<u>4,971.23</u>	10/15/2015
		\$		\$	
TOTAL		71,806.60		64,625.94	
LAND & WATER (LW)					
		\$	\$	\$	
LW - APPLICATION	1	5,523.58	552.36	4,971.23	08/11/2015
		\$	\$	\$	
LW - DIRECTOR REPORTS	1	5,523.58	552.36	4,971.23	08/03/2015
		\$	\$	\$	
LW - PROJECT AGREEMENT	1	5,523.58	552.36	4,971.23	08/19/2015
		\$	\$	\$	
LW - PROJECT AGREEMENT AMENDMENT	3	5,523.58	552.36	4,971.23	08/24/2015
		\$	\$	\$	
LW - GRANT CLOSEOUT	4	5,523.58	552.36	4,971.23	09/21/2015
		\$	\$	\$	
LW - POST COMPLETION & PROJECT MGT	4	5,523.58	552.36	4,971.23	11/05/2015
		\$	\$	\$	
LW - CONVERSION / MITIGATION	5	5,523.58	552.36	4,971.23	12/04/2015
		\$	\$	\$	
LW - PROJECT OVERSIGHT (BIDS, PLANS & SPECS)	1	5,523.58	552.36	4,971.23	09/17/2015
		\$	\$	\$	
LW - Local REIMBURSEMENT REQUESTS WORK	1	5,523.58	552.36	4,971.23	09/23/2015
		\$	\$	\$	
LW - State DEV. REIMBURSEMENT REQUESTS	1	5,523.58	552.36	4,971.23	09/21/2015
		\$	\$	\$	
LW - REIMBURSEMENT REPORTS	2	5,523.58	552.36	<u>4,971.23</u>	10/15/2015
		\$		\$	
TOTAL		60,759.43		54,683.49	
REC PASSPORT (RP)					
RP - APPLICATION	1	\$	\$	\$	08/07/2015

		5,523.58	552.36	4,971.23	
		\$	\$	\$	
RP - DIRECTOR REPORTS	1	5,523.58	552.36	4,971.23	08/03/2015
		\$	\$	\$	
RP - PROJECT AGREEMENT	1	5,523.58	552.36	4,971.23	08/17/2015
		\$	\$	\$	
RP - PROJECT AGREEMENT AMENDMENT	3	5,523.58	552.36	4,971.23	11/04/2015
		\$	\$	\$	
RP - GRANT CLOSEOUT	4	5,523.58	552.36	4,971.23	09/08/2015
		\$	\$	\$	
RP - POST COMPLETION & PROJECT MGT	4	5,523.58	552.36	4,971.23	11/05/2015
		\$	\$	\$	
RP - CONVERSION / MITIGATION	5	5,523.58	552.36	4,971.23	12/04/2015
		\$	\$	\$	
RP - PROJECT OVERSIGHT (BIDS, PLANS & SPECS)	1	5,523.58	552.36	4,971.23	09/17/2015
		\$	\$	\$	
RP - Local REIMBURSEMENT REQUESTS	1	5,523.58	552.36	4,971.23	09/23/2015
		\$	\$	\$	
RP - REIMBURSEMENT REPORTS	2	5,523.58	552.36	4,971.23	10/15/2015
		\$	\$	\$	
TOTAL		55,235.85		49,712.26	

Dam Management (DM)

		\$	\$	\$	
DM - APPLICATION	1	5,523.58	552.36	4,971.23	07/29/2015
		\$	\$	\$	
DM - PROJECT AGREEMENT	-	5,523.58	552.36	4,971.23	08/11/2015
		\$	\$	\$	
DM - CLOSE OUT	-	5,523.58	552.36	4,971.23	08/11/2015
		\$	\$	\$	
DM - PROJECT AGREEMENT AMENDMENT	3	5,523.58	552.36	4,971.23	08/17/2015
		\$	\$	\$	
DM - PROJECT OVERSIGHT (BIDS, PLANS & SPECS)	2	5,523.58	552.36	4,971.23	08/21/2015
		\$	\$	\$	
DM - REIMBURSEMENT REQUEST	1	\$	\$	\$	09/23/2015

		5,523.58	552.36	4,971.23	
		\$		\$	
TOTAL		33,141.51		29,827.36	

Marine Safety (MS)

		\$	\$	\$	
MS - APPLICATION	1	5,523.58	552.36	4,971.23	08/04/2015
		\$	\$	\$	
MS - PROJECT AGREEMENT	1	5,523.58	552.36	4,971.23	08/18/2015
		\$	\$	\$	
MS - REIMBURSEMENT	2	5,523.58	552.36	4,971.23	09/23/2015
		\$	\$	\$	
MS - PROJECT AGREEMENT AMENDMENT	3	5,523.58	552.36	4,971.23	09/18/2015
		\$	\$	\$	
MS - GRANT CLOSEOUT	3	5,523.58	552.36	4,971.23	09/30/2015
		\$		\$	
TOTAL		27,617.92		24,856.13	

Clean Michigan Initiative (CMI)

		\$	\$	\$	
CMI - POST COMPLETION & PROJECT MGT	5	5,523.58	552.36	4,971.23	02/05/2016
		\$	\$	\$	
CMI - CONVERSION / MITIGATION	5	5,523.58	552.36	4,971.23	02/05/2016
		\$		\$	
TOTAL		11,047.17		9,942.45	

Bond Fund (BF)

		\$	\$	\$	
BF - POST COMPLETION & PROJECT MGT	5	5,523.58	552.36	4,971.23	02/05/2016
		\$	\$	\$	
BF - CONVERSION / MITIGATION	5	5,523.58	552.36	4,971.23	02/05/2016
		\$		\$	
TOTAL		11,047.17		9,942.45	

Data Migration	5	\$ 5,523.58	\$ 552.36	\$ 4,971.23	02/05/2015
TOTAL		\$ 5,523.58	\$	\$ 4,971.23	
Admin Tools	4	\$ 5,523.58	\$ 552.36	\$ 4,971.23	08/12/2015
TOTAL		\$ 5,523.58	\$	\$ 4,971.23	
Training					
MATERIALS	5	\$ 5,523.58	\$ 552.36	\$ 4,971.23	02/09/2016
DAYS	5	\$ 5,523.58	\$ 552.36	\$ 4,971.23	02/05/2016
TOTAL		\$ 11,047.17	\$	\$ 9,942.45	
Closeout	6	\$ -	\$ -	\$ 40,800.00	02/12/2016
TOTAL		\$ -	\$	\$ 40,800.00	
**2015 Enhancements	1	0	\$ -	\$ -	
**2015 DM Application Roll-Over	2	0	\$ -	\$ -	
		\$ 408,000.00	\$ 40,800.00	\$ 408,000.00	

*** Enhancements and roll-overs are outside of the scope of work for this project and will be billed to other PO's*

*** These enhancements and roll-overs must take place while other project deliverables are being completed; thus must be part of project schedule*

	Holdback
New work	10%
Completed work	10%

Appendix C: MiRecGrants Deliverable Table

Software Template	Contract Milestone	Description of Service to be Provided	Deliverables relating to Milestone	Acceptance Criteria
Trust Fund Development - APPLICATION TEMPLATE	TF DEV. APPLICATION	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing in support of organization application for Trust Fund development grants.	Responsibility Assignments & Workflow Details Section A: Applicant Site and Project Information Page & Section B: Project Funding & Explanation of Match Sources Page & Section C2: Project Details - DEV Page & Permissions Section D: Justification of Need Page & Permissions Section E: Application History and Stewardship Page & Section F: Site Conditions Page & Permissions Section G: Natural Features of The Project Site Page & Section H: Wildlife Values of The Project Site Page & Section I: Natural Resource Recreation Opportunities Page & Section J: Public Access Opportunities Page & Permissions Section K: Trails Page & Permissions Application Narrative Page & Permissions Required Attachments for Development Projects Page & Additional Information Page & Permissions Certification of Authorized Official Page & Permissions DNR Attachments Page & Permissions TF Dev. Application Evaluation Worksheet-Pre - Page & TF Dev. Application Evaluation Worksheet-Internal - Page & TF Dev. Application Evaluation Worksheet-External - Page & Supplemental Information Page & Permissions Application Snapshot Page & Permissions Final Recommendations Page & Permissions Section B: Project Funding & Explanation of Match Sources - Section C2: Project Details - DEV - Adjustment Page & Permissions Construction of Print Versions for all indicated pages Application Outcome Page & Permissions	<ol style="list-style-type: none"> 1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment

Software Template	Contract Milestone	Description of Service to be Provided	Deliverables relating to Milestone	Acceptance Criteria
Trust Fund Acquisition - APPLICATION TEMPLATE	TF ACQ. APPLICATION	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing in support of organization application for Trust Fund acquisition grants.	Responsibility Assignments & Workflow Details Section A: Applicant Site and Project Information Page & Section B: Project Funding & Explanation of Match Sources Page & Section C1: Project Details - ACQ Page & Permissions Section D: Justification of Need Page & Permissions Section E: Application History and Stewardship Page & Permissions Section F: Site Conditions Page & Permissions Section G: Natural Features of The Project Site Page & Permissions Section H: Wildlife Values of The Project Site Page & Permissions Section I: Natural Resource Recreation Opportunities Page & Section J: Public Access Opportunities Page & Permissions Section K: Trails Page & Permissions Application Narrative & Permissions Required Attachments for Acquisition Projects Page & Permissions Additional Information Page & Permissions Certification of Authorized Official Page & Permissions DNR Attachments Page & Permissions MNRTF Acq. Application Evaluation Worksheet- Pre Page & MNRTF Acq. Application Evaluation Worksheet- Internal Page & MNRTF Acq. Application Evaluation Worksheet- External Page & Supplemental Information Page & Permissions Application Snapshot Page & Permissions Final Recommendations Page & Permissions Section B: Project Funding & Explanation of Match Sources - Section C1: Project Details - Acq. - Adjustment Page & Permissions Construction of Print Versions for all indicated pages & Permissions Grant Application Outcome Page & Permissions	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Reports are based from APPLICATION TEMPLATE	TF BOARD REPORTS	A deliverable which represents the successful achievement of design, reports with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to create printed reports communicating the disposition of Trust Fund applications to the Trust Fund board.	My Reports Page Permissions Apps by Applicant w/ Description Report Grant History All Programs by Applicant Report Staff Ranking Report w/ Description Report Staff Ranking Report w/o Description Report Staff Ranking Report in Excel Format Report Application Review Scoring Report Final Ranking Report Approved Projects w/ Legislative Districts Report	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM
Trust Fund - GRANT ADMINISTRATION	TF PROJECT AGREEMENT	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, document output, appropriate walkthroughs, and quality assurance testing to accept and manage Trust Fund grant project agreements.	Responsibility Assignments & Workflow Details 30 and 60 day System Reminders set for past due notice Project Agreement - DNR Page & Permissions Project Agreement Page & Permissions MNRTF MOU DEV Agreement Doc (PDF output) TF Project Agreement document (pdf)	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM

Software Template	Contract Milestone	Description of Service to be Provided	Deliverables relating to Milestone	Acceptance Criteria
Trust Fund - GRANT ADMINISTRATION	TF PROJECT AGREEMENT AMENDMENT	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to accept and manage Trust Fund grants project agreement amendments.	Responsibility Assignments & Workflow Details Scope Items Project Agreement - Grantee Amendment Request Project Agreement - Amendment Details Project Agreement Amendment Upload Page & Permissions TF DEV & ACQ Project Agreement-Amendment document (PDF) TF DEV & ACQ MOU - Amendment document (PDF output)	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Trust Fund - GRANT ADMINISTRATION TEMPLATE	TF DEV. GRANT CLOSEOUT	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to manage Trust Fund development grant project closeout.	Responsibility Assignments & Workflow Details Grant Withdrawn - Request Page & Permissions	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment 1.
Trust Fund - GRANT ADMINISTRATION	TF POST COMPLETION & PROJECT	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to manage Trust Fund grants post completion & project management tasks.	Responsibility Assignments & Workflow Details Project Management Information Page & Permissions Grantee Self-Inspection Page & Permissions Current Mini File Uploads Page & Permissions Legacy Mini File Uploads Page & Permissions DNR Inspection Page w/ uploads & Permissions Post Completion Status Report by Program & Permissions Up to two (2) additional forms/page designs	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM

Software Template	Contract Milestone	Description of Service to be Provided	Deliverables relating to Milestone	Acceptance Criteria
Trust Fund - GRANT ADMINISTRATION	TF CONVERSION/MITIGATION	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to manage Trust Fund grants conversion and mitigation tasks.	Responsibility Assignments & Workflow Details Potential Conversion Initiated Page & Permissions Conversion Process Outline Page or Guidance Conversion Documents Upload Page & Permissions LW Conversion Documents Page & Permissions **Link to Acq. Workflow for Mitigation Acquisition** **Link to Project Agreement Amendment Workflow** Document Approvals of Conversion/Mitigation Page Conversion Report Up to one (1) additional forms/page design	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Trust Fund - CHILD DOCUMENT OF	TF DEV. PROJECT OVERSIGHT (Plans, Specs	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to accept and manage Trust Fund development grants project oversight documents.	Responsibility Assignments & Workflow Details Checklist for Submission of PSB Page & Permissions Professional Services Certification Page & Permissions Additional Professional Services Page & Permissions Contractor/Vendor Selection Page & Permissions	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Trust Fund - CHILD DOCUMENT OF GRANT	TF Local Only - ACQ. PROJECT OVERSIGHT (APPRAISAL, TITLE &	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to accept and manage oversight documents for Trust Fund grants targeted to local acquisition projects.	Responsibility Assignments & Workflow Details ACQ. GRANT WORKFLOW - Local TF ACQ Oversight - Appraisal Title Environmental page & Page A-Required Pre-Appraisal Documents page & Page B-Required Appraisal Document page & permissions Page C-Real Estate Section Review of Appraisal page & permissions Page D-Proposed Closing Date for Acquisition of Property page & Page E-Escrow Closing Documentation page & permissions Page E1- Tax Proration page & permissions Page E2-Escrow Closing Payment Calculation page & permissions Page Like E2 - Closing Payment Calculation page & permissions Page F-Required Reimbursement Documentation page & ACQ. GRANT CLOSEOUT WORKFLOW - Local G-Final Closing Documentation page I-DNR auditor Final Review Page I1 - Audit Page Final Payment Report Page Communication Log Page	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment

Software Template	Contract Milestone	Description of Service to be Provided	Deliverables relating to Milestone	Acceptance Criteria
Trust Fund - CHILD DOCUMENT	TF Local DEV. REIMBURSEMENT	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to accept and manage reimbursements for Trust Fund grants targeted to local development projects.	Responsibility Assignments & Workflow Details Project Information and MAIN Coding page & permissions MAIN Coding Report and Upload MEA Tool 1.1.1 Reimbursement Request Type Selection page & permissions 2.1.1 Project Close-Out Documents page & permissions 3.1.1 Project Close-Out Documents page & permissions 4.1.1 Development Reimbursement Request Details (Partial) page & permissions 4.1.2 Development Reimbursement Request Details (Final) page & permissions 4.1.3 Reimbursement Summary page & permissions 5.1.1 Authorized Official Certification page & permissions 5.1.2 Engineer Certification page & permissions 6.1.1 Miscellaneous Uploads page & permissions 7.1.1 Audit and Certification page & permissions 7.1.2 DNR Audit Information page & permissions	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Trust Fund - CHILD DOCUMENT	TF State DEV. & ACQ REIMBURSEMENT	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to accept and manage reimbursements for Trust Fund grants targeted to State development and acquisition projects.	Responsibility Assignments & Workflow Details Project Information and MAIN Coding page & permissions MAIN Coding Report and Upload MEA Tool 1.1 Financial Request Type Selection Page & permissions 2.1.1 Payment Voucher Page & permissions 3.1.1 Inter-Agency Charges Information Page & permissions 3.1.2 Inter-Agency Charges Details & permissions 4.1.1 Journal Voucher Details Page & permissions 4.1.2 Journal Voucher Information Page & permissions 5.1.1 Misc. Charge Details Page & permissions 5.1.2 Misc. Charge Information Page & permissions 6.1.1 Misc. Uploads Page & permissions Add Audit Loop to workflow	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Reports are based from REIMBURSEMENT TEMPLATE	REIMBURSEMENT Reports	A deliverable which represents the successful achievement of design, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to create printed reports communicating the disposition of Trust Fund grant reimbursements.	Permissions Admin - Bi Monthly State Acquisition Admin - Bi Monthly State Development Admin - Bi Monthly Local Acquisition Admin - Bi Monthly Local Development Admin - Lapse and Withdrawal Report Admin - ACQ Project Report (Sum by Appr Yr) Admin - DEV Project Report (Sum by Appr Yr) Grant - Acq. Projects Report (Main Balance Report) Grant - Dev. Projects Report (Main Balance Report) Print Screen Options for Payment Summary	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment

Software Template	Contract Milestone	Description of Service to be Provided	Deliverables relating to Milestone	Acceptance Criteria
Land & Water - APPLICATION TEMPLATE	LW APPLICATION	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing in support of grantee application for Land & Water grants.	Responsibility Assignments & Workflow Details Section A: Applicant Site and Project Information page & Section B: Project Funding and Explanation of Match Sources page Section C: Project Details page & permissions Section D: Justification of Need page & permissions Section E: Application History and Stewardship page & permissions Section F: Site Conditions page & permissions Section G: Public Access Opportunities page & permissions Application Narrative page & permissions Required Attachments page & permissions Additional Information page & permissions Certification of Authorized Official page & permissions DNR Attachments page & permissions LW Development Application Evaluation Worksheet Pre page & LW Development Application Evaluation Worksheet Internal page LW Development Application Evaluation Worksheet External page & permissions Application Summary (snapshot) page & permissions Supplemental Information page & permissions Section B: Project Funding & Explanation of Match Sources - Section C: Project Details - Adjustment Page & permissions Final Recommendations page & permissions Application Outcome pages & permissions	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Reports are based from APPLICATION TEMPLATE statuses	LW DIRECTOR REPORTS	A deliverable which represents the successful achievement of design, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to create printed reports communicating the disposition of Land & Water grants to the DNR Director.	My Reports Page Permissions Apps by Applicant w/ Description Report Grant History All Programs by Applicant Report Staff Ranking Report w/ Description Report Staff Ranking Report w/o Description Report Staff Ranking Report in Excel Format Report Application Review Scoring Report Final Ranking Report Approved Projects w/ Legislative Districts Report	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Land & Water - GRANT ADMINISTRATION TEMPLATE	LW PROJECT AGREEMENT	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to accept and manage project agreements for Land & Water grants.	Responsibility Assignments & Workflow Details 30 and 60 day System Reminders set for past due notice NPS Information Page & Permissions Project Agreement DNR Page & Permissions Project Agreement Page & Permissions LWCF Project Agreement Doc (PDF output) LWCF MOU Agreement Doc (PDF output)	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment

Software Template	Contract Milestone	Description of Service to be Provided	Deliverables relating to Milestone	Acceptance Criteria
Land & Water - GRANT ADMINISTRATION TEMPLATE	LW PROJECT AGREEMENT AMENDMENT	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to accept and manage project agreement amendments for Land & Water grants.	Responsibility Assignments & Workflow Details Scope Items Project Agreement - Grantee Amendment Request Project Agreement - Amendment Details LW Project Agreement-Amendment document (PDF output) LW MOU - Amendment document (PDF output)	1. Successful completion of the design as evidenced by the design approval 1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM
Land & Water - GRANT ADMINISTRATION TEMPLATE	LW GRANT CLOSEOUT	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to manage Land & Water grants project closeout.	Responsibility Assignments & Workflow Details Grant Withdrawn - Request Page & Permissions	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Land & Water - GRANT ADMINISTRATION TEMPLATE	LW POST COMPLETION & PROJECT	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to manage Land & Water grants post completion & project management tasks.	Responsibility Assignments & Workflow Details Project Management Information Page & Permissions Grantee Self-Inspection Page & Permissions Current Mini File Uploads Page & Permissions Legacy Mini File Uploads Page & Permissions DNR Inspection Page w/ uploads & Permissions Post Completion Status Report by Program & Permissions Up to two (2) additional forms/page designs	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Land & Water - GRANT ADMINISTRATION TEMPLATE	LW CONVERSION/MITIGATION	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to manage Land & Water grants conversion and mitigation tasks.	Responsibility Assignments & Workflow Details Potential Conversion Initiated Page & Permissions Conversion Process Outline Page or Guidance Conversion Documents Upload Page & Permissions LW Conversion Documents Page & Permissions **Link to Acq. Workflow for Mitigation Acquisition** **Link to Project Agreement Amendment Workflow** Document Approvals of Conversion/Mitigation Page Conversion Report Up to one (1) additional forms/page designs	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM

Land & Water - CHILD DOCUMENT	LW PROJECT OVERSIGHT (Plans, Specs &	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to accept and manage Land & Water grants project oversight documents.	Responsibility Assignments & Workflow Details Checklist for Submission of PSB Page & Permissions Professional Services Certification Page & Permissions Additional Professional Services Page & Permissions Contractor/Vendor Selection Page & Permissions	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Software Template	Contract Milestone	Description of Service to be Provided	Deliverables relating to Milestone	Acceptance Criteria
Land & Water - CHILD DOCUMENT	LW Local REIMBURSEMENT REQUESTS	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to accept and manage reimbursements for Land & Water grants targeted to local development projects.	Responsibility Assignments & Workflow Details Project Information and MAIN Coding page & permissions MAIN Coding Report and Upload MEA Tool 1.1.1 Reimbursement Request Type Selection page & permissions 2.1.1 Project Close-Out Documents page & permissions 3.1.1 Project Close-Out Documents page & permissions 4.1.1 Development Reimbursement Request Details (Partial) page 4.1.2 Development Reimbursement Request Details (Final) page & 4.1.3 Reimbursement Summary page & permissions 5.1.1 Authorized Official Certification page & permissions 5.1.2 Engineer Certification page & permissions 6.1.1 Miscellaneous Uploads page & permissions 7.1.1 Audit and Certification page & permissions 7.1.2 DNR Audit Information page & permissions	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Land & Water - CHILD DOCUMENT	LW State DEV. REIMBURSEMENT REQUESTS	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to accept and manage reimbursements for Land & Water grants targeted to State development projects.	Responsibility Assignments & Workflow Details Project Information and MAIN Coding page & permissions MAIN Coding Report and Upload MEA Tool 1.1 Financial Request Type Selection Page & permissions 2.1.1 Payment Voucher Page & permissions 3.1.1 Inter-Agency Charges Information Page & permissions 3.1.2 Inter-Agency Charges Details & permissions 4.1.1 Journal Voucher Details Page & permissions 4.1.2 Journal Voucher Information Page & permissions 5.1.1 Misc. Charge Details Page & permissions 5.1.2 Misc. Charge Information Page & permissions 6.1.1 Misc. Uploads Page & permissions Add Audit Loop to workflow	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Land & Water - CHILD DOCUMENT OF GRANT	LW REIMBURSEMENT Reports	A deliverable which represents the successful achievement of design, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to create printed reports communicating the disposition of Land & Water grant reimbursements.	Permissions Admin - Bi Monthly State Development Admin - Bi Monthly Local Development Admin - Lapse and Withdrawal Report Admin - DEV Project Report (Sum by Appr Yr)	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting

Software Template	Contract Milestone	Description of Service to be Provided	Deliverables relating to Milestone	Acceptance Criteria
<i>Recreation Passport - APPLICATION</i>	RP APPLICATION	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing in support of grantee application for Recreation Passport grants.	Grant - Dev. Projects Report (Main Balance Report) Grant - Bill NPS Report Print Screen Options for Payment Summary	environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
<i>Reports are based from APPLICATION TEMPLATE structure</i>	RP DIRECTOR REPORTS	A deliverable which represents the successful achievement of design, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to create printed reports communicating the disposition of Recreation Passport grants to the Recreation Passport grants board.	Responsibility Assignments & Workflow Details Section A: Applicant Site and Project Information Page & permissions Section B: Project Funding and Explanation of Match Sources Page Section C: Project Details Page & permissions Section D: Site Conditions Page & permissions Application Narrative Page & permissions Required Attachments Page & permissions Additional Information Page & permissions Certification of Authorized Official Page & permissions DNR Attachments page & permissions Recreation Passport Development Application Evaluation Worksheet Pre Page & permissions Recreation Passport Development Application Evaluation Worksheet Internal Page Recreation Passport Development Application Evaluation Worksheet Review for Applicant Page & permissions Application Summary (snapshot) Page & permissions Supplemental Information Page & permissions Final Recommendations Page & permissions Section B: Project Funding & Explanation of Match Sources-Adjustment Page & permissions Section C: Project Details - Adjustment Page & permissions Application Outcome Page & permissions	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
<i>Recreation Passport - GRANT ADMINSTRATION TEMPLATE</i>	RP PROJECT AGREEMENT	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality	Responsibility Assignments & Workflow Details 30 and 60 day System Reminders set for past due notice Project Agreement Page - DNR & Permissions	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate

	<p>assurance testing to accept and manage project agreements for Recreation Passport grants.</p>	<p>Project Agreement Page & Permissions Project Agreement document (pdf)</p>	<p>3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM</p>
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Software	Contract Milestone	Description of Service to be Provided	Deliverables relating to	Acceptance Criteria
Recreation Passport - GRANT	RP PROJECT AGREEMENT AMENDMENT	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to accept and manage project agreement amendments for Recreation Passport grants.	Responsibility Assignments & Workflow Details Scope Items Page & Permissions Project Agreement - Grantee Amendment Project Agreement - Amendment Details Project Agreement Amendment Upload Project Agreement-Amendment document (PDF output)	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Recreation Passport - GRANT	RP GRANT CLOSEOUT	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to manage Recreation Passport grants project closeout.	Responsibility Assignments & Workflow Details Grant Withdrawn - Request Page &	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Recreation Passport - GRANT	RP POST COMPLETION & PROJECT	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to manage Recreation Passport grants post completion & project management tasks.	Responsibility Assignments & Workflow Details Project Management Information Page & Grantee Self-Inspection Page & Current Mini File Uploads Page & Legacy Mini File Uploads Page & DNR Inspection Page w/ uploads & Post Completion Status Report by Program Up to two (2) additional forms/page designs	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Recreation Passport - GRANT	RP CONVERSION/MITIGATION	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to manage Recreation Passport grants conversion and mitigation tasks.	Responsibility Assignments & Workflow Details Potential Conversion Initiated Page & Permissions Conversion Process Outline Page or Conversion Documents Upload Page & LW Conversion Documents Page & **Link to Acq. Workflow for Mitigation **Link to Project Agreement Amendment Document Approvals of Conversion Report Up to one (1) additional forms/page designs	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment

Recreation Passport - CHILD DOCUMENT OF GRANT	RP PROJECT OVERSIGHT (Plans, Specs &	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to accept and manage Recreation Passport grants project oversight documents.	Responsibility Assignments & Workflow Details Checklist for Submission of PSB Page & Permissions Professional Services Certification Page & Permissions Additional Professional Services Page & Permissions Contractor/Vendor Selection Page & Permissions	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Recreation Passport - CHILD DOCUMENT OF GRANT	RP Local REIMBURSEMENT REQUESTS	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to accept and manage reimbursements for Recreation Passport grants targeted to local development projects.	Responsibility Assignments & Workflow Details Project Information and MAIN Coding page & permissions MAIN Coding Report and Upload MEA Tool 1.1.1 Reimbursement Request Type Selection page & permissions 2.1.1 Project Close-Out Documents page & permissions 3.1.1 Project Close-Out Documents page & permissions 4.1.1 Development Reimbursement Request Details (Partial) page 4.1.2 Development Reimbursement Request Details (Final) page & 4.1.3 Reimbursement Summary page & permissions 5.1.1 Authorized Official Certification page & permissions 5.1.2 Engineer Certification page & permissions 6.1.1 Miscellaneous Uploads page & permissions 7.1.1 Audit and Certification page & permissions 7.1.2 DNR Audit Information page & permissions	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Recreation Passport - CHILD	RP REIMBURSEMENT Reports	A deliverable which represents the successful achievement of design, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to create printed reports communicating the disposition of Recreation Passport grant reimbursements.	Permissions Admin - Bi Monthly Local Development Admin - Lapse and Withdrawal Report Admin - DEV Project Report (Sum by Appr Yr) Grant - Dev. Projects Report (Main Balance Report) Print Screen Options for Payment Summary	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM
Dam Management - APPLICATION	DM APPLICATION	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing in support of grantee application for Dam Management grants.	Responsibility Assignments & Workflow Details Section A1: Applicant and Project Information page & permissions Section A2: Dam Owner Information page & permissions Section B: Narrative page & permissions Section C1: Scope Items page & permissions Section C2: Project Funding and Match Amounts page & Section D1: Work Plan page & permissions Section D2: Work Plan Second Year page & permissions Attachments page & permissions	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per

	Additional Information page & permissions	completion of the requirements and design in the SOM
	Certification of Authorized Official page & permissions	production hosting environment

Software Template	Contract Milestone	Description of Service to be Provided	Deliverables relating to Milestone	Acceptance Criteria
Dam Management - APPLICATION	DM APPLICATION - CONTINUED	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing in support of grantee application for Dam Management grants.	Project Scoring - Location Form page & permissions Project Scoring - Watershed Effects of the Dam Form page & permissions Project Scoring - Watershed Quality Form page & permissions Project Scoring - Investment Return Form page & permissions Project Scoring - Project Methods Form page & permissions Project Scoring - Project Management Form page & permissions Project Scoring - Public Involvement Form page & permissions Project Scoring - Infrastructure/Public Safety Form page & permissions Project Scoring - Bonus Points for Urban Projects Form page & permissions Final Overall Score Page & permissions Scoring Summary Review Report Application Outcome pages DM page & permissions	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Dam Management - GRANT ADMINISTRATION TEMPLATE	DM PROJECT AGREEMENT	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to accept and manage project agreements for Dam Management grants.	Responsibility Assignments & Workflow Details 30a and 60 day System Reminders set for past due notice Scope Items Page & Permissions Project Agreement – DNR page & permissions Project Agreement page & permissions DM Project Agreement document (PDF output)	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Dam Management - GRANT ADMINISTRATION TEMPLATE	DM PROJECT AGREEMENT AMENDMENT	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to accept and manage project agreement amendments for Dam Management grants.	Responsibility Assignments & Workflow Details Up to three (3) System Reminders Shared Between Workflow details Amendment Request Page & Permissions Project Agreement Amendment Page & Permissions Project Agreement Amendment Details Page & Permissions DM Amendment document (PDF output)	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment

<p><i>Dam Management - GRANT ADMINISTRATION TEMPLATE</i></p>	<p>DM GRANT CLOSEOUT</p>	<p>A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to manage Recreation Passport grants project closeout.</p>	<p>Withdrawal Request Page & Permissions</p>	<ol style="list-style-type: none"> 1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
			<p>Project Management Information Page & Permissions</p>	
			<p>Grant Closeout info Page & Permissions</p>	
<p><i>Dam Management - CHILD DOCUMENT OF GRANT</i></p>	<p>DM PROJECT OVERSIGHT (Plans, Specs &</p>	<p>A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to accept and manage Dam Management grants project oversight documents.</p>	<p>Responsibility Assignments & Workflow Details</p>	<ol style="list-style-type: none"> 1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
			<p>Checklist for submission page & permissions</p>	
			<p>Contractor/Vendor Selection & Bid Tabulation page & permissions</p>	
<p>Software Template</p>		<p>Contract Milestone</p>	<p>Description of Service to be Provided</p>	<p>Deliverables relating to Milestone</p>
<p><i>Dam Management - CHILD DOCUMENT OF GRANT</i></p>	<p>DM REIMBURSEMENT REQUEST</p>	<p>A deliverable which represents the successful achievement of design, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to create printed reports communicating the disposition of Dam Management grants reimbursement.</p>	<p>Responsibility Assignments & Workflow Details</p>	<ol style="list-style-type: none"> 1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
			<p>1.1.1 Reimbursement Request Type Selection page & permissions</p>	
			<p>2.1.1 Advance Request Page & Permissions</p>	
			<p>3.1.1 Final Reimbursement Details Page & Permissions</p>	
			<p>4.1.1 Development Reimbursement Request Details (Partial) page & permissions</p>	
			<p>4.1.2 Development Reimbursement Request Details (Final) Page & Permissions</p>	
			<p>4.1.3 Reimbursement Summary page & permissions</p>	
			<p>5.1.1 Authorized Official Certification page & permissions</p>	
			<p>5.1.2 Engineer Certification page & permissions</p>	

			6.1.1 Miscellaneous Uploads page & permissions 7.1.1 Audit and Certification page & permissions	
<i>Marine Safety - APPLICATION</i>	MS APPLICATION	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing in support of grantee application for Marine Safety grants.	Responsibility Assignments & Workflow Details Applicant information Page & Permissions Law Enforcement Wages and Benefits Page & Permissions Contracted Services, Supplies & Materials Page & Permissions Equipment to be Purchased Page & Permissions Summary of Estimates Expenditures Page & Permissions Certification of Authorized Official page & permissions Application Outcome Page & Permissions	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
<i>Marine Safety - GRANT ADMINISTRATION TEMPLATE</i>	MS PROJECT AGREEMENT	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to accept and manage project agreement amendments for Marine Safety grants.	Responsibility Assignments & Workflow Details 30 and 60 day System Reminders set for past due notice MS Project Agreement page - DNR Page & Permissions MS Project Agreement Page & Permissions MS Project Agreement document (pdf)	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
<i>Marine Safety - GRANT ADMINISTRATION TEMPLATE</i>	MS REIMBURSEMENT REQUEST	A deliverable which represents the successful achievement of design, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to create printed reports communicating the disposition of Marine Safety grants reimbursement.	Responsibility Assignments & Workflow Details 1.1 Reimbursement Request Type Selection Page & Permissions 2.1.1 Employee Salaries & Wages Expenditure Detail Page & 2.1.2 Fringe Expenditure Detail Page & Permissions 2.1.3 Contractual Services, Supplies and Materials Expenditure Detail Page & Permissions 2.1.4 Students Trained Expenditure Detail Page & Permissions 3.1 Detail of Expenditures - Equipment Page & Permissions 3.1.2 Report of Equipment Purchased Page & Permissions 4.1.1 Miscellaneous Uploads Page & Permissions State Aid Voucher/Financial Report (Fed/State) Page & Permissions	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Software Template	Contract Milestone	Description of Service to be Provided	Deliverables relating to Milestone	Acceptance Criteria
<i>Marine Safety - GRANT ADMINISTRATION TEMPLATE</i>	MS PROJECT AGREEMENT AMENDMENT	A deliverable which represents the successful achievement of	Responsibility Assignments & Workflow Details	1. Successful completion of the design as evidenced by

		<p>design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to accept and manage project agreement amendments for Marine Safety grants.</p>	<p>DNR Amendment Info Page & Permissions Equipment to be Purchased Amendment Page & Permissions Amended Agreement (PDF output) Marine Safety Project Amendment page</p>	<p>the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment</p>
<p><i>Marine Safety - GRANT ADMINISTRATION TEMPLATE</i></p>	<p>MS GRANT CLOSEOUT</p>	<p>A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to accept and manage Marine Safety grants project oversight documents.</p>	<p>Responsibility Assignments & Workflow Details Activity Reports at Year End (PR1927) Not in sync with Remb. Page & Permissions Grant close out - Fed & State Side Page & Permissions Grant withdrawal Page & Permissions Project Management Information Page & Permissions <i>Up to two (2) additional forms/page designs</i></p>	<p>S1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment</p>

Clean Michigan Initiative - GRANT	CMI POST COMPLETION & PROJECT	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to manage Clean Michigan Initiative grants post completion & project management tasks.	Responsibility Assignments & Workflow Details Project Management Information Page & Grantee Self-Inspection Page & Permissions Current Mini File Uploads Page & Permissions Legacy Mini File Uploads Page & Permissions DNR Inspection Page w/ uploads & Post Completion Status Report by Program & Up to two (2) additional forms/page designs	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Clean Michigan Initiative - GRANT	CMI CONVERSION/MITIGATION	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to manage Clean Michigan Initiative grants conversion and mitigation tasks.	Responsibility Assignments & Workflow Details Potential Conversion Initiated Page & Conversion Process Outline Page or Guidance Conversion Documents Upload Page & LW Conversion Documents Page & **Link to Acq. Workflow for Mitigation **Link to Project Agreement Amendment Document Approvals of Project Agreement Amendment Doc (PDF) Conversion Report Up to one (1) additional forms/page designs	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
Bond Fund - GRANT ADMINISTRATION	BF POST COMPLETION & PROJECT	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to manage Bond Fund grants post completion & project management tasks.	Responsibility Assignments & Workflow Details Project Management Information Page & Grantee Self-Inspection Page & Permissions Current Mini File Uploads Page & Permissions Legacy Mini File Uploads Page & Permissions DNR Inspection Page w/ uploads & Post Completion Status Report by Program & Up to two (2) additional forms/page designs	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the
Software	Contract Milestone	Description of Service to be Provided	Deliverables relating to Milestone	Acceptance Criteria
Bond Fund - GRANT ADMINISTRATION	BF CONVERSION/MITIGATION	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing to manage Bond Fund grants conversion and mitigation tasks.	Responsibility Assignments & Workflow Details Potential Conversion Initiated Page & Conversion Process Outline Page or Guidance Conversion Documents Upload Page & LW Conversion Documents Page &	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing

			**Link to Acq. Workflow for Mitigation **Link to Project Agreement Amendment Document Approvals of Project Agreement Amendment Doc (PDF) Possible Conversion Report <i>Up to one (1) additional forms/page designs</i>	5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
SYSTEM WIDE	DATA MIGRATION of LEGACY DATA	A deliverable which represents the successful migration of organizational data set from the legacy database to MI Rec Grants which results in the legacy data being available as needed through the MI Rec Grants system of designs, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing.	DNR & DTMB Staff Map Legacy Data with guidance from Agate PM Permissions Updates and Documentation for Organization Migration Up to 50 additional Application Templates for Up to 50 additional Grant Administration Up to 50 additional Application Templates for Up to 50 additional Grant Administration Up to 50 additional Application Templates for Up to 50 additional Grant Administration Up to 50 additional Application Templates for Up to 50 additional Grant Administration Up to 50 additional Application Templates for Up to 50 additional Grant Administration Application migration - limited data/pages Grant migration - entire mapping of legacy Mini File Page(s) w/Hyperlinks - TF, L, RP, CMI, Record Center Transfer Info Page Project Agreements/Amendments Updates <i>Up to three (3) additional forms/page designs</i>	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
		Discussions have started - Design/Development Required Additional Statuses and page designs may be required until final design is approved.		
SYSTEM WIDE	ADMIN TOOLS	A deliverable which represents the successful achievement of design, workflows, pages with associated permissions by user roles, appropriate walkthroughs, and quality assurance testing in support of the administration of grantees, consultants, and grant organizations utilizing Intelligrants Tools & reports.	Data Warehouse Glossary Search Tab Permissions 5-year Rec Plan Responsibility Assignments	1. Successful completion of the design as evidenced by the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
SYSTEM WIDE	TRAINING MATERIALS	A deliverable which represents the planning and executing training materials in support	Training Material Permissions	1. Successful completion of the design as evidenced by

		of the MI Rec Grants software application.	Administration Training Manual up to 50 pages including screenshots with up to 2 Financial System Training Manual with up to 2 Applicant Training Manual – up to 30 pages including screenshots with up to 2	the design approval by DNR 2. Successful completion of the configuration as evidenced by a successful walkthrough by Agate 3. Successful operation in the SOM DEV hosting environment based on DNR Testing 4. Successful operation in the SOM QA hosting environment based on DNR Testing 5. Successful completion of user acceptance testing by DNR supported by test scripts submitted by Agate 6. Thirty (30) days of successful error free operation per completion of the requirements and design in the SOM production hosting environment
SYSTEM WIDE	TRAINING DAYS	A deliverable which represents the planning and executing training events with associated training materials in support of the MI Rec Grants software application.	80 Hours (20 4 hour sessions) of On-site Training by Project Closeout per the Project Schedule	1. Development/delivery of Agenda 2. Completion of training sessions 3. Delivery of Q & A information after training session completed
SYSTEM WIDE	Project Close-Out	A deliverable which completes mitigation of all open issues and defects; MI Rec Grant documentation; MI Rec Grant lessons	Reconciliation of System Defects related to the initial implementation effort Lessons Learned Documentation	4. All project issues related to the initial implementation are closed or a plan for mitigation/transfer is available 5. All identified defects related to the initial implementation are closed or a plan for mitigation/transfer is available 6. Lessons learned are documented 7. All invoices approved, submitted, and paid

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
Global Grant Application Requirements (Group 1)							
	1.0	All public-facing online forms must comply with Department of Technology, Management and Budget (DTMB) Agency Web Standards.		M	Y		
	1.1	The system must be able to export data to multiple data file formats that, at a minimum, are supported by Microsoft Office 2010.		M	Y		
	2.0	The system must be able to generate a system notification.		M	Y		
	2.1	The system must be able to incorporate .url within a system notification.		M	Y		
	2.2	An authorized role must be able to configure system notifications.		M	Y		
	2.3	An authorized role must be able to opt in or out of system notifications.		M	Y		The authorized role can be removed from a document and the user will no longer receive emails regarding that document.
	2.4	An authorized role must be able to enter email addresses in their profile for notifications.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	2.5	An authorized (administrative) role must be able to indicate the format of reminder communications sent.		M	Y		The system sends the messages as HTML. If there are no tags present then the message is sent in text. The DNR will be able to choose the content of the message (HTML tags or no HTML tags).
	2.6	The system must be able to limit the number of attachments within a notification.		M	N		Users may login to the system to view attachments.
	3.0	The system must be able to include text formatting functionality for online form text boxes.		M	Y		
	4.0	The system must be able to include spell check functionality for online form text boxes.		M	Y		
	5.0	The system must administratively maintain the character limit on text box content.		M	Y		
	6.0	The system must comply with DTMB enterprise security standards.		M	Y		
	7.0	System functionality must have role-based security.		M	Y		
	7.1	An authorized role must be able to create user roles, allowing access to functional areas in the system and restricting data edits depending upon role.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	7.1.1	The system must use permissions to control access to functional areas in the system based on user roles.		M	Y		
	7.2	An authorized role must be able to associate users to assigned designated roles.		M	Y		
	8.0	The system must store email addresses for the purpose of grant application notification(s).		M	Y		
	8.1	An authorized role must be able to maintain email addresses for the purpose of grant application notification(s).		M	Y		
	9.0	The system must have .pdf format capability for generating reports.		M	Y		
	10.0	The system must have .csv format capability for generating reports.		M	Y		
	11.0	The system must have the ability to integrate with a designated scanning tool.		M	Y		
	11.1	The system must be able to receive information in a designated file format that is electronically scanned.		M	Y		
	11.2	The system must be able to store information that is electronically scanned.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	11.3	The system must be able to attach an electronic document to a grant application.		M	Y		
	11.4	The system must allow an authorized role to store a scanned image of the received grant application.		M	Y		
	11.4.1	An authorized role must maintain the original submitted grant application.		M	Y		
	11.4.2	An authorized role must be able to maintain updated versions of the a submitted grant application.		M	Y		
	11.5	The system must allow for grant application supplemental materials to be scanned and the resultant image stored with the application.		M	Y		
	12.0	The system must maintain grant management system document templates.		M	Y		
	12.1	An authorized role must be able to view a grant application template.		M	Y		
	12.2	An authorized role must be able to create a grant application template.		M	Y		
	12.3	An authorized role must be able to update a grant application template.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	12.4	An authorized administrative role must be able to delete a grant application template.		M	Y		
	12.4.1	The system must store historical data which cannot be modified when the original template is deleted.		M	Y		The system will not allow a template that is associated with data to be deleted. Therefore, the historical data will be stored.
	13.0	The system must notify an authorized role of system configurable events related to changes in grant application information.		M	Y		
	13.1	The system must allow an authorized role to maintain the list of grant application information to be monitored.		M	Y		
	13.2	The system must allow an authorized role to maintain the verbiage to be included in the notification for each type of application.		M	Y		
	13.3	The system must allow an authorized role to maintain the list of authorized role(s) (user groups) to be notified for each type of application.		M	Y		
	14.0	The system must maintain grant applications.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	15.0	The system must generate an email for grant workshop announcements.		M	Y		
	15.1	An authorized role must be able to view grant workshop announcements via the DNR web application.		M	Y		
	15.2	An authorized role must be able to create grant workshop announcements via the DNR web application.		M	Y		
	15.3	An authorized role must be able to update grant workshop announcements via the DNR web application.		M	Y		
	15.4	An authorized role must be able to delete grant workshop announcements via the DNR web application.		M	Y		
	16.0	An authorized role must be able to review the grant application for recommendation for admittance approval.		M	Y		
	16.1	The system must allow multiple authorized roles to review the same specified grant application information simultaneously.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	16.2	The system must allow an authorized role to request additional information electronically of the applicant to complete the grant application review.		M	Y		
	16.2.1	The system must notify the authorized role (responsible for obtaining the information) when additional grant information is needed.		M	Y		
	16.2.1.1	The system must allow the authorized role to record requests for additional information.		M	Y		
	16.2.1.2	The system must monitor open requests for information and provide notification of outstanding items.		M	Y		
	16.2.2	The system must allow an authorized administrative role to configure the number of days past which a request is considered outstanding.		M	Y		
	16.2.3	The system must allow an authorized role to update the status of the request for additional information.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	16.2.3.1	The system must be able to notify the authorized role(s) reviewing the grant application when additional information is recorded as received.		M	Y		
	17.0	An authorized role must have access to receive bounced email notifications.		M	Y		
	18.0	The system must be able to receive a submitted grant application.		M	Y		
	18.1	The system must allow an authorized role to record the receipt of a grant application.		M	Y		
	18.1.1	The system must allow the receipt of updated grant applications.		M	Y		
	18.1.2	The system must be able to store updated grant applications.		M	Y		
	18.1.2.1	An authorized role must be able to view an updated grant application.		M	Y		
	18.3	An authorized role must be able to view a submitted grant application.		M	Y		
	18.4	An authorized role must be able to update a submitted grant application.		M	Y		
	18.5	An authorized role must be able to delete a submitted grant application.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	19.0	The system must be able to send a communication to notify an applicant that an application was received.		M	Y		
	20.0	An administrative role must be able to send a communication to notify an applicant that an application is ineligible at any time in the grant application process..		M	Y		
	20.1	An authorized role must be able to indicate one or more administratively maintainable reasons why a grant application is ineligible.		M	Y		
	20.2	An authorized role must be able to enter narrative on why a grant application is ineligible.		M	Y		
	20.3	The system must send an ineligible notification indicating reasons for not meeting program requirements.		M	Y		
	21.0	An authorized role must be able to send a communication to notify an applicant that deficiencies were found in the received application.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	22.0	The system must be able to send a communication to notify an applicant that the received application is administratively complete.		M	Y		
	23.0	The system must be able to store grant application scores.		M	Y		
	23.1	An authorized role must be able to enter grant application scores into the system.		M	Y		
	23.2	An authorized role must be able to view grant application scores in the system.		M	Y		
	23.3	An authorized role must be able to update grant application scores in the system.		M	Y		
	23.4	An authorized role must be able to delete grant application scores in the system.		M	Y		
	24.0	The system must be able to send the final grant application scoring sheet(s) to a grantee.		M	Y		
	25.0	The system must maintain final grant application scoring sheets.		M	Y		
	25.1	An authorized role must be able to enter final grant application scores into the system.		M	Y		
	25.2	An authorized role must be able to view final grant application scores into the system.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	25.3	An authorized role must be able to update final grant application scores into the system.		M	Y		
	25.4	An authorized role must be able to delete final grant application scores into the system.		M	Y		
	26.0	The system must be able to generate a list of recommended grant projects.		M	Y		
	27.0	The system must be able to create and send an electronic list of recommended grant projects to a grantee.		M	N		Recommended grant projects can be viewed on the system portal.
	28.0	The system must be able to post a final approved list of funded grants on the DNR website.		M	N		The system can produce a report of final approved list of funded grants and the list can be manually uploaded to the DNR website.
	28.1	An authorized role must be able to post the final approved list of funded grants on the DNR website.		M	Y		
	28.2	An authorized role must be able to view the final approved list of funded grants on the DNR website.		M	N		An authorized role will be able to view the final approved list of funded grants on the IntelliGrants website. An authorized roe will be able to view the final approvd list of funded grants on the DNR website if the list was manually uploaded to the DNR website.

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	28.3	An authorized role must be able to update the final approved list of funded grants on the DNR website.		M	N		An authorized role will be able to update the final approved list of funded grants on the IntelliGrants website.
	28.4	An authorized role must be able to delete the final approved list of funded grants on the DNR website.		M	N		An authorized role will be able to change the status of a grant from funded to not funded on the IntelliGrants website.
	29.0	The system must be able to send intermittent communication reminders to the grantee.		M	Y		
	29.1	The system must be able to send intermittent electronic communication reminders to the grantee, informing the grantee that the project agreement has not been submitted.		M	Y		
	29.2	An authorized role must be able to administratively maintain intermittent communication reminders.		M	Y		
	30.0	The system must be able to send a communication to the grantee indicating that the project agreement is not administratively complete.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	30.1	An authorized role must be able to monitor communication(s) sent to the grantee to notify them that a project agreement is not administratively complete based on a predetermined time schedule.		M	Y		
	31.0	The system must be able to monitor for receipt of updated project agreement information.		M	Y		
	31.1	An authorized role must be able to monitor the receipt of a completed project agreement.		M	Y		
	31.2	An authorized role must be able to view updated project agreement information.		M	Y		
	31.2.1	The system must store updated project agreement information.		M	Y		
	32.0	The system must store a .pdf scanned copy of a received project agreement.		M	Y		
	33.0	The system must monitor for receipt of a project agreement from the grantee.		M	Y		
	33.1	An authorized role must be able to view a received project agreement.		M	Y		
	34.0	An authorized role must be able to execute a project agreement.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	34.1	An authorized role must be able to scan an executed project agreement into the system.			Y		
	34.2	An authorized role must be able to enter information regarding the project agreement, including, but not limited to, the date the project agreement was executed, the grantee, the project number, and county.			Y		
	34.2.1	The system must relate the executed project agreement with the grantee via a project number.			Y		
	35.0	The system must be able to send the local unit of government a copy of the grant agreement.		M	Y		
	36.0	The system must store the original grant agreement that was sent to the local unit of government.		M	Y		
	37.0	The system must be able to store site inspection reports.		M	Y		
	38.0	The system must store a grant application pre-award site inspection report.		M	Y		
	39.0	An authorized role must be able to complete a pre-award site inspection report.		M	Y		
	40.0	a. The system must include a mobile application component.			N		b. The IntelliGrants website is accessible from mobile devices.

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	40.1	c. he mobile application component must have the ability to function on specific types of devices (i.e. Laptop, IPad, tablet)			N		d. pecific types of devices (i.e. Laptop, IPad, tablet) can access the IntelliGrants website.
	40.2	e. he mobile application component must have the ability to function offline (synchronize) or online (via 3G or WiFi).			N		The IntelliGrants product does not include a mobile application component.
	41.0	f. he system must be able to synchronize with a related mobile application.			N		The IntelliGrants product does not include a mobile application component.
	42.0	g. n authorized role must be able to initiate synchronization on a mobile device between system information and related mobile information.			N		The IntelliGrants product does not include a mobile application component.
	43.0	h. he mobile application must be able to capture spatial information.			N		The IntelliGrants product does not include a mobile application component.
	43.1	i. he mobile application must be able to display spatial information.			N		The IntelliGrants product does not include a mobile application component.

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	43.1.1	j. n authorized role must be able to view spatial information on a map from the mobile application.			N		The IntelliGrants product does not include a mobile application component.
	43.2	k. n authorized role must be able to print spatial information displayed on a map from the mobile application.			N		The IntelliGrants product does not include a mobile application component.
	44.0	l. n authorized role must be able to view digital images from the mobile application.			N		The IntelliGrants product does not include a mobile application component.
	44.1	m. n authorized role must be able to print digital images from the mobile application.			N		The IntelliGrants product does not include a mobile application component.
	45.0	n. n authorized role must be able to store digital images in the mobile application.			N		The IntelliGrants product does not include a mobile application component.
	46.0	o. ile size maximums on the mobile application must comply with state standards for file size maximum.			N		The IntelliGrants product does not include a mobile application component.
	47.0	An authorized role must be able to complete a post completion report for grant site inspections.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	48.0	The system must be able to maintain DNR project numbers for each grant project.		M	Y		
	48.1	An authorized role must be able to link a DNR project number to relate project and funding.		M	Y		
	48.2	An authorized role must be able to submit a DNR project number to be entered into MAIN.		M	Y		
	49.0	The system must maintain 5-year recreation plan(s).			Y		
	49.1	An authorized role must be able to create a 5-year recreation plan(s).			Y		
	49.2	An authorized role must be able to view a 5-year recreation plan(s).			Y		
	49.3	An authorized role must be able to update a 5-year recreation plan(s).			Y		
	49.4	An authorized role must be able to submit a 5-year recreation plan(s).			Y		
Recreation Passport - Grant Application Requirements (Group 1)							
	50.0	The system must provide a deficiency letter to the local unit of government if a submitted 5-year recreation plan was not approved.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	50.1	An authorized role must be able to maintain deficiency letters sent to a local unit of government when a 5-year recreation plan was not approved.		M	Y		
	51.0	The system must store re-submitted 5-year recreation plan(s).		M	Y		
	51.1	An authorized role must be able to maintain re-submitted recreation plan(s).		M	Y		
	52.0	The system must send a communication to the grantee to include both a cover letter and project agreement after the final list of funded grants has been approved and posted to the DNR website.		M	N		The system will send a notification to notify a grantee that the cover letter and project agreement is available to view in the system after the final list of funded grants has been approved and posted to the DNR website.
	53.0	The system must maintain grant application post completion reports.		M	Y		
	53.1	An authorized role must be able to submit a grant application post completion report.		M	Y		
	53.2	An authorized role must be able to view a grant application post completion report.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	53.3	An authorized role must be able to update a grant application post completion report.		M	Y		
	54.0	The system must be able to send a communication with a preliminary evaluation sheet to a grantee.		M	N		The system will send a notification to notify a grantee that the preliminary evaluation sheet is available to view in the system.
	55.0	The system must send a communication indicating a preliminary grant application score.			Y		
	56.0	The system must store an electronic signature which will indicate that the DNR Director approved the recommended list of projects.		M	Y		
Trust Fund - Grant Application Requirements (Group 1)							
	57.0	The system must store packets provided to the Trust Fund board.		M	Y		
	57.1	An authorized role must be able to submit a board packet to be stored in the system.		M	Y		
	57.2	An authorized role must be able to update a board packet.		M	Y		
	57.3	An authorized role must be able to remove information from the board packet.		M	Y		

A Unique ID	B Rqmt. Order	C Requirement	D Source	E Mandatory (M) Expected (E) Optional (O)	F Required Response (Yes / No)	G Response (A, B, C, D, E)	H Comments
	58.0	The system must compile board packet information based on internal and external information received.			Y		
	59.0	The system must be able to send a notification to the Trust Fund Board with a list of final application scores.		M	Y		
	59.1	An authorized role must be able to select the recipients of the notification being sent to the board with the list of final application scores.		M	Y		
	59.2	An authorized role must be able to create the notification being sent to the board with the list of final application scores.		M	Y		
	60.0	The system must be able to post final application scores to the DNR website.		M	N		Final application scores will be available on the IntelliGrants website. The Final application scores can be downloaded from the IntelliGrants website and manually posted to the DNR website.
	60.1	An authorized role must be able to create final application scores posted to the DNR website.		M	Y		
	60.2	An authorized role must be able to view final application scores posted to the DNR website.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	60.3	An authorized role must be able to update final application scores posted to the DNR website.		M	N		An authorized role will be able to update final application scores on the IntelliGrants website.
	60.4	An authorized role must be able to delete final application scores posted to the DNR website.		M	Y		
	61.0	The system must be able to display trust fund grant application scoring via a web application.		M	Y		
	62.0	An authorized role must be able to view trust fund grant application scores via the web application.		M	Y		
	63.0	The system must be able to create draft legislative bill.			Y		
	64.0	The system must be able to send a draft bill.			Y		
	64.1	The system must be able to store recipients that received a draft bill.			Y		
	64.2	The system must be able to generate a program statement based on the approved information from the application.			Y		
	65.0	The system must send a communication indicating a preliminary grant application score.			Y		
Land and Water - Grant Application Requirements (Group 1)							

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	66.0	The system must generate a list of recommended projects for funding.		M	Y		
	66.1	An authorized role must be able to maintain the list of recommended projects for funding.		M	Y		
	67.0	The system must send a communication to the DNR Director with the list of recommended projects for funding.		M	N		The system will send a notification to notify the director that the list of recommended projects is available to view in the system.
	67.1	An authorized role must be able to maintain the communication being sent to the DNR Director with the list of recommended projects for funding.		M	Y		
	68.0	The system must store the list of projects recommended by the DNR Director for National Park Service approval.		M	Y		
	69.0	The system must assign an NPS project number to each approved project.		M	Y		
	70.0	The system must send a communication to notify the grantee of required documentation.		M	Y		
	70.1	An authorized role must be able to determine the recipient of the communication.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	70.2	An authorized role must be able to maintain the verbiage within the communication being sent to the grantee requesting required documentation.		M	Y		
	70.3	An authorized role must be able to monitor for receipt of requested required documentation.		M	Y		
	70.4	The system must be able to send intermittent communication reminders to the grantee letting the grantee know that the required documentation has not been received, if required documentation has not been received within an administratively maintained timeframe.		M	Y		
	70.5	An authorized role must be able to administratively maintain intermittent communication reminders asking for required documentation.		M	Y		
	70.6	An authorized role must be able to review the required documentation received for administrative completeness.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	71.0	The system must be able to compile and send an application packet to NPS.		M	N		The system will send a notification to notify NPS that the application packet is available to view in the system.
	71.1	An authorized role must be able to prepare an application packet for NPS.		M	Y		
	71.2	An authorized role must be able to send an application packet to NPS.		M	Y		
	72.0	The system must store the original copy of the received project agreement from NPS.		M	Y		
	73.0	The system must send a communication with the prepared grant agreement to the specified local unit of government.			N		The system will send a notification to notify the local unit of government that the grant agreement is available to view in the system.
	74.0	The system must store an electronic signature which will indicate that the DNR Director approved the recommended list of projects.			Y		
Global Grant Application Requirements (Group 2)							
	75.0	All public-facing online forms must comply with Department of Technology, Management and Budget (DTMB) Agency Web Standards.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	75.1	The system must be able to export data to multiple data file formats that, at a minimum, are supported by Microsoft Office 2010.			Y		
	76.0	The system must be able to generate a system notification.			Y		
	76.1	The system must be able to incorporate a hyperlink within a system notification.			Y		
	76.2	An authorized role must be able to configure system notifications.			Y		
	76.3	An authorized role must be able to opt in or out of system notifications.			Y		The authorized role can be removed from a document and the user will no longer receive emails regarding that document.
	76.4	An authorized role must be able to enter email addresses in their profile for notifications.			Y		
	76.5	An authorized (administrative) role must be able to indicate the format of reminder communications sent.			Y		The system sends the messages as HTML. If there are no tags present then the message is sent in text. The DNR will be able to choose the content of the message (HTML tags or no HTML tags).
	76.6	The system must be able to limit the number of attachments within a notification.			N		Users may login to the system to view attachments.

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	77.0	The system must be able to include text formatting functionality for online form text boxes.			Y		
	78.0	The system must be able to include spell check functionality for online form text boxes.			Y		
	79.0	The system must administratively maintain the character limit on text box content.			Y		
	80.0	The system must comply with DTMB enterprise security standards.			Y		
	81.0	System functionality must have role-based security.			Y		
	81.1	An authorized role must be able to create user roles, allowing access to functional areas in the system and restricting data edits depending upon role.			Y		
	81.1.1	The system must use permissions to control access to functional areas in the system based on user roles.			Y		
	81.2	An authorized role must be able to associate users to assigned designated roles.			Y		
	82.0	The system must store email addresses for the purpose of grant application notification(s).			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	82.1	An authorized role must be able to maintain email addresses for the purpose of grant application notification(s).			Y		
	83.0	The system must have .pdf format capability for generating reports.			Y		
	84.0	The system must have .csv format capability for generating reports.			Y		
	85.0	The system must have the ability to integrate with a designated scanning tool.			Y		
	85.1	The system must be able to receive information in a designated file format that is electronically scanned.			Y		
	85.2	The system must be able to store information that is electronically scanned.			Y		
	85.3	The system must be able to attach an electronic document to a grant application.			Y		
	85.4	The system must allow an authorized role to store a scanned image of the received grant application.			Y		
	85.4.1	An authorized role must maintain the original submitted grant application.			Y		

A Unique ID	B Rqmt. Order	C Requirement	D Source	E Mandatory (M) Expected (E) Optional (O)	F Required Response (Yes / No)	G Response (A, B, C, D, E)	H Comments
	85.4.2	An authorized role must be able to maintain updated versions of the a submitted grant application.			Y		
	85.5	The system must allow for grant application supplemental materials to be scanned and the resultant image stored with the application.			Y		
	86.0	The system must maintain grant management system document templates.			Y		
	86.1	An authorized role must be able to view a grant application template.			Y		
	86.2	An authorized role must be able to create a grant application template.			Y		
	86.3	An authorized role must be able to update a grant application template.			Y		
	86.4	An authorized role must be able to delete a grant application template.			Y		
	87.0	The system must notify an authorized role of system configurable events related to changes in grant application information.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	87.1	The system must allow an authorized role to maintain the list of grant application information to be monitored.			Y		
	87.2	The system must allow an authorized role to maintain the verbiage to be included in the notification for each type of application.			Y		
	87.3	The system must allow an authorized role to maintain the list of authorized role(s) (user groups) to be notified for each type of application.			Y		
	88.0	The system must maintain grant applications.			Y		
	89.0	The system must generate an email for grant workshop announcements.			Y		
	89.1	An authorized role must be able to view grant workshop announcements via the DNR web application.			Y		
	89.2	An authorized role must be able to create grant workshop announcements via the DNR web application.			Y		
	89.3	An authorized role must be able to update grant workshop announcements via the DNR web application.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	89.4	An authorized role must be able to delete grant workshop announcements via the DNR web application.			Y		
	90.0	An authorized role must be able to review the grant application for recommendation for admittance approval.			Y		
	90.1	The system must allow multiple authorized roles to review the same specified grant application information simultaneously.			Y		
	90.2	The system must allow an authorized role to request additional information electronically of the applicant to complete the grant application review.			Y		
	90.2.1	The system must notify the authorized role (responsible for obtaining the information) when additional grant information is needed.			Y		
	90.2.1.1	The system must allow the authorized role to record requests for additional information.			Y		
	90.2.1.2	The system must monitor open requests for information and provide notification of outstanding items.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	90.2.2	The system must allow an authorized administrative role to configure the number of days past which a request is considered outstanding.			Y		
	90.2.3	The system must allow an authorized role to update the status of the request for additional information.			Y		
	90.2.3.1	The system must be able to notify the authorized role(s) reviewing the grant application when additional information is recorded as received.			Y		
	91.0	An authorized role must have access to receive bounced email notifications.			Y		
	92.0	The system must be able to receive a submitted grant application.			Y		
	92.1	The system must allow an authorized role to record the receipt of a grant application.			Y		
	92.1.1	The system must allow the receipt of updated grant applications.			Y		
	92.1.1.1	The system must be able to store updated grant applications.			Y		
	92.1.1.2	An authorized role must be able to view an updated grant application.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	92.2	An authorized role must be able to view a submitted grant application.			Y		
	92.3	An authorized role must be able to update a submitted grant application.			Y		
	92.4	An authorized role must be able to delete a submitted grant application.			Y		
	93.0	The system must be able to send a communication to notify an applicant that an application was received.			Y		
	94.0	An administrative role must be able to send a communication to notify an applicant that an application is ineligible due to lack of administrative completeness or incomplete due to insufficient attachments.			Y		
	95.0	An authorized role must be able to send a communication to notify an applicant that deficiencies were found in the received application.			Y		
	96.0	The system must be able to send a communication to notify an applicant that the received application is administratively complete.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	97.0	The system must be able to generate a list of recommended grant projects.			Y		
	98.0	The system must store an electronic signature which will indicate that the DNR Director approved the recommended list of projects.			Y		
	99.0	The system must be able to send intermittent communication reminders to the grantee.			Y		
	99.1	The system must be able to send intermittent electronic communication reminders to the grantee, informing the grantee that the project agreement has not been submitted.			Y		
	99.2	An authorized role must be able to administratively maintain intermittent communication reminders.			Y		
	100.0	The system must be able to send a communication to the grantee indicating that the project agreement is not administratively complete.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	100.1	An authorized role must be able to monitor communication(s) sent to the grantee to notify them that a project agreement is not administratively complete based on a predetermined time schedule.			Y		
	101.0	The system must be able to monitor for receipt of updated project agreement information.			Y		
	101.1	An authorized role must be able to monitor the receipt of a complete project agreement.			Y		
	101.2	An authorized role must be able to view updated project agreement information.			Y		
	101.2.1	The system must store updated project agreement information.			Y		
	102.0	The system must store a received project agreement.			Y		
	103.0	The system must monitor for receipt of a project agreement from the grantee.			Y		
	103.1	An authorized role must be able to view a received project agreement.			Y		
	104.0	The system must be able to execute a grant agreement.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	105.0	The system must have the ability to print the executed grant agreement to send to the grantee.			Y		
	106.0	The system must be able to send the local unit of government a copy of the grant agreement.			N		The system will send a notification to notify the local unit of government that the grant agreement is available to view in the system.
	107.0	The system must store the original grant agreement that was sent to the local unit of government.			Y		
	108.0	The system must be able to store site inspection reports.			Y		
	109.0	The system must store a grant application pre-award site inspection report.			Y		
	110.0	An authorized role must be able to complete a pre-award site inspection report.			Y		
	111.0	An authorized role must be able to complete a post completion report for grant site inspections.			Y		
	112.0	The system must be able to maintain DNR project numbers for each grant project.			Y		
	112.1	An authorized role must be able to link a DNR project number to relate project and funding.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	112.2	An authorized role must be able to submit a DNR project number to be entered into MAIN.			Y		
	113.0	The system must store historical data.			Y		
Dam Management - Grant Application Requirements (Group 2)							
	114.0	The system must assign a unique id to grant applications received online.			Y		
	115.0	The system must send a notification to the grant applicant that indicates receipt of the application.			Y		
	115.1	An authorized role must be able to maintain notifications sent to the grant applicant indicating receipt of an application.			Y		
	116.0	The system must send a notification to the grant applicant that indicates the received application is ineligible.			Y		
	116.1	An authorized role must be able to monitor the notification sent to the grant applicant indicating an ineligible application.			Y		
	116.2	An authorized role must administratively maintain timeframes for which notifications are to be sent to grant recipients.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	117.0	The system must be able to receive an appeal request submitted by a grant applicant.			Y		
	117.1	The system must store a copy of the submitted appeal request.			Y		
	118.0	An authorized role must be able to monitor the receipt of an appeal request from a grant applicant.			Y		
	119.0	The system must maintain a prioritized list of applications determined by the score received during a joint review with authorized roles.			Y		
	119.1	An authorized role must be able to maintain a prioritized list of applications.			Y		
	119.2	An authorized role must be able to view a prioritized list of applications.			Y		
	119.3	An authorized role must be able to update a prioritized list of applications.			Y		
	119.4	An authorized role must be able to delete a prioritized list of applications.			Y		
	120.0	The system must be able to store grant application scores.			Y		
	120.1	An authorized role must be able to enter grant application scores into the system.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	120.2	An authorized role must be able to view grant application scores in the system.			Y		
	120.3	An authorized role must be able to update grant application scores in the system.			Y		
	120.4	An authorized role must be able to delete grant application scores in the system.			Y		
	121.0	The system must be able to send the final grant application scoring sheet(s) to a grantee.			N		The system will send a notification to notify a grantee that the final grant application scoring sheet is available to view in the system.
	122.0	The system must maintain final grant application scoring sheets.			Y		
	122.1	An authorized role must be able to enter final grant application scores into the system.			Y		
	122.2	An authorized role must be able to view final grant application scores into the system.			Y		
	122.3	An authorized role must be able to update final grant application scores into the system.			Y		
	122.4	An authorized role must be able to delete final grant application scores into the system.			Y		
	123.0	The system must display a list of recommended projects.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	123.1	An authorized role must be able to distribute the list of recommended projects to a predetermined list of recipients.			Y		
	124.0	The system must be able to send a communication to a grant recipient as notification of a grant award.			Y		
	124.1	An authorized role must be able to maintain the verbiage of the communication being sent to a grant recipient notifying of a grant award.			Y		
	125.0	The system must store a scanned image of the grant award notification.			Y		
	125.1	An authorized role must be able to link the scanned grant award image to the grant recipient file record within the system.			Y		
	125.2	The system must send communication to the grant recipient with the scanned grant award image as an attachment notifying of a grant award.			N		The system will send a notification to notify a grantee that the grant award is available to view in the system.

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	126.0	The system must post the awarded grant recipient list online.			N		The system can produce a report of awarded grant recipient list and the list can be downloaded from the IntelliGrants website and manually uploaded to the DNR website.
	126.1	An authorized role must be able to maintain the grant recipient list online.			Y		
	126.2	An authorized role must be able to create the grant recipient list.			Y		
	126.3	An authorized role must be able to view the grant recipient list.			Y		
	126.4	An authorized role must be able to update the grant recipient list.			Y		
	126.5	An authorized role must be able to delete the grant recipient list.			Y		An authorized role will be able to change the status of a grant from funded to not funded on the IntelliGrants website which could remove or add grantees to the grant recipient list report.
Marine Safety - Grant Application Requirements (Group 2)							
	127.0	The system must be able to receive notification from the MSA indicating the recipient of the Marine Officer Training School Grant.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	127.1	An authorized role must be able to maintain information on the recipient of the Marine Officer Training School Grant.			Y		
	127.2	An authorized role must be able to view information on the recipient of the Marine Officer Training School Grant.			Y		
	127.3	An authorized role must be able to update information on the recipient of the Marine Officer Training School Grant.			Y		
	128.0	The system must send an application to the grant recipient of the Marine Officer Training School Grant.			N		The system will send a notification to notify a grant recipient that an application is available to complete in the system.
	129.0	The system must be able to receive an application from a Marine Officer Training School Grantee.			Y		The application will have to be completed in the system.
	130.0	The system must assign a unique id to grant applications received online.			Y		
	130.1	The system must assign a unique id to a Marine Officer Training School Grant application.			Y		
	130.1.1	The system must assign a county name as the unique id to a Marine Officer Training School Grant Application.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	130.2	The system must assign a unique id to a Marine Safety application.			Y		
	130.2.1	The system must assign a county name as the unique id to a marine safety grant application.			Y		
	131.0	The system must send a notification to the grant applicant that indicates receipt of the application.			Y		
	132.0	An authorized role must be able to maintain notifications sent to the grant applicant indicating receipt of an application.			Y		
	133.0	The system must send a notification to the grant applicant that indicates the received application is ineligible.			Y		
	134.0	An authorized role must be able to monitor the notification sent to the grant applicant indicating an ineligible application.			Y		
	135.0	The system must determine amount of grant funding to appropriate.			Y		
	136.0	An authorized role must be able to maintain appropriated grant funding.			Y		
	137.0	The system must determine the Marine Officer Training School Grant amount.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	138.0	The system must send a notification of a grant amount with a grant agreement for a Marine Safety School Grant to the grantee.			N		The system will send a notification to notify a grantee that grant amount with a grant agreement is available to complete in the system.
	138.1	An authorized role must be able to maintain notifications sent indicating a grant amount with a grant agreement for a Marine Safety School Grant to the grantee.			Y		
	139.0	The system must have timestamp capability for tracking when marine safety activity was entered in the system.			Y		
	139.1	An authorized role must be able to add marine safety activity in the system.			Y		
	139.2	An authorized role must be able to view marine safety activity in the system.			Y		
	139.3	An authorized role must be able to update marine safety activity in the system.			Y		
	139.4	An authorized role must be able to delete marine safety activity in the system.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	140.0	An authorized role must be able to log into the system and view a .pdf of a marine safety activity notification.			Y		Document template forms can be viewed as a PDF. Notifications (system messages and emails) are not available in PDF format.
	140.1	A authorized role must be able to log into the system and view who has accessed or viewed the marine safety activity notification(s).			N		A authorized role will be able to view the users that created and last saved document template forms.
	141.0	An authorized role must have administrative ability to post marine safety log activity to the web.			Y		
	142.0	An authorized role must have administrative ability to remove marine safety log activity on the web.			Y		
	143.0	The system must determine the total amount for operating and equipment grants.			Y		
	143.1	An authorized role must be able to maintain operating and equipment grant amounts.			Y		
	143.2	An authorized role must be able to view operating and equipment grant amounts.			Y		
	143.3	An authorized role must be able to update operating and equipment grant amounts.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	143.4	An authorized role must be able to delete operating and equipment grant amounts.			Y		
	144.0	The system must determine feasibility of equipment grant application(s).			Y		
	144.1	An authorized role must be able to maintain the determined feasibility of equipment grant application(s).			Y		
	145.0	The system must determine an operating amount to grant per county that applied for a marine safety grant.			Y		
	145.1	An authorized role must be able to maintain operating amounts granted to each county that applied for a marine safety grant.			Y		
	145.2	An authorized role must be able to view operating amounts granted to each county that applied for a marine safety grant.			Y		
	145.3	An authorized role must be able to update operating amounts granted to each county that applied for a marine safety grant.			Y		
	146.0	The system must determine an equipment amount to grant per county that applied for a marine safety grant.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	146.1	An authorized role must be able to maintain equipment amounts granted to each county that applied for a marine safety grant.			Y		
	146.2	An authorized role must be able to view equipment amounts granted to each county that applied for a marine safety grant.			Y		
	146.3	An authorized role must be able to update equipment amounts granted to each county that applied for a marine safety grant.			Y		
	147.0	The system must store a debarment list for all counties that applied for a marine safety grant.			Y		
	147.1	An authorized role must be able to view the debarment list to verify that a county of a marine safety grantee does not appear on the list.			Y		
	147.2	An authorized role must be able to remove a county from a grant recipient list if county is located on the debarment list.			Y		
	148.0	The system must send a notification to the Michigan Sheriff's Association with a list of marine safety grant recipients via email or .pdf.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	148.1	An authorized role must be able to monitor the notifications sent to the Michigan Sheriff's Association.			Y		
	149.0	An authorized role must be able to maintain the list of marine safety grant recipients.			Y		
	150.0	The system must provide an online narrative indicating decisions made which lead to the grantee selection.			Y		The system will store narrative entered by an authorized role indicating decisions made which lead to the grantee selection.
	150.1	An authorized role must maintain an online narrative indicating decisions made which lead to the grantee selection.			Y		
	151.0	The system must support but is not limited to .html, .csv and .pdf formatting.			Y		
	152.0	The system must maintain a list of data items to be used for marine safety inventory.			Y		
	152.1	An authorized role must be able to create the marine safety inventory list.			Y		
	152.2	An authorized role must be able to update the marine safety inventory list.			Y		
	152.3	An authorized role must be able to view the marine safety inventory list.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	152.4	An authorized role must be able to delete the marine safety inventory list.			Y		
	153.0	The system must be able to store a marine safety inventory form.			Y		
	154.0	The system must be able to display a marine safety inventory form.			Y		
	154.1	An authorized role must maintain receipt of a completed marine safety inventory report by county along with the receipt of equipment application(s).			Y		
	155.0	The system must send a notification to an authorized role indicating equipment application is not complete due to the lack of inventory report.			Y		
	155.1	<p>The notification must include a deficiency report to a county if the equipment application does not have the following:</p> <ul style="list-style-type: none"> • Type of equipment • Purchase date • Purchase price • Vendor • Equipment identifier 			N		The system will send a notification to notify a user that a deficiency report is available to view in the system.

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	155.2	An authorized role must be able to maintain receipt of re-submitted equipment application(s) accompanied by a complete inventory report.			Y		
Global Grant Admin_Project Oversight Requirements (Group 1)							
	156.0	All public-facing online forms must comply with Department of Technology, Management and Budget (DTMB) Agency Web Standards.		M	Y		
	156.1	The system must be able to export data to multiple data file formats that, at a minimum, are supported by Microsoft Office 2010.		M	Y		
	157.0	The system must be able to send a project agreement to a grantee.			N		The system will send a notification to notify a grantee that a project agreement is available to view in the system.
	158.0	The system must store a digital image of the original project agreement.		M	Y		
	158.1	The system must store a digital image in a .pdf format or other pre-determined designated format.			Y		
	158.2	An authorized role must be able to view a digital image of a project agreement.		M	Y		

A Unique ID	B Rqmt. Order	C Requirement	D Source	E Mandatory (M) Expected (E) Optional (O)	F Required Response (Yes / No)	G Response (A, B, C, D, E)	H Comments
	158.3	An authorized role must be able to print a digital image of a project agreement.		M	Y		
	158.4	An authorized role must be able to electronically send a digital image of a project agreement.		M	Y		
	159.0	The system must maintain a log file which contains the history of who logged into the system.		M	Y		
	159.1	An authorized role must be able to view the log file with the most recent history appearing first.		M	Y		
	160.0	The system must maintain a timestamp for when an authorized role logs into the system.		M	Y		
	161.0	The system must store a digital image of a re-submitted project agreement.			Y		
	161.1	An authorized role must be able to view a digital image of a re-submitted project agreement.			Y		
	162.0	The system must store the date the project agreement was executed which is captured on the project agreement		M	Y		
	162.1	An authorized role must be able to input the date in the system which was captured on the project agreement.		M	Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	163.0	The system must store a digital copy of an executed project agreement.			Y		
	163.1	An authorized role must be able to view a digital copy of a signed project agreement.			Y		
	164.0	The system must be able to maintain system notification information.			Y		
	164.1	The system must be able to incorporate .url within a system notification.		M	Y		
	164.2	An authorized role must be able to configure system notifications.		M	Y		
	164.3	An authorized role must be able to opt in or out of system notifications.		M	Y		The authorized role can be removed from a document and the user will no longer receive emails regarding that document.
	164.3.1	An authorized administrative role must be able to indicate that notifications, by type or by specific message, cannot be on an authorized role's "opt out" list.			N		An authorized administrative role will be able to choose what the user has access to and emails will be sent according to access to specific document templates.
	164.4	An authorized role must be able to enter email addresses in his/her profile for notifications.		M	Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	164.5	An authorized (administrative) role must be able to indicate the format of reminder communications sent.		M	Y		The system sends the messages as HTML. If there are no tags present then the message is sent in text. The DNR will be able to choose the content of the message (HTML tags or no HTML tags).
	164.6	The system must be able to limit the number of attachments within a notification.		M	N		Users may login to the system to view attachments.
	165.0	The system must comply with DTMB enterprise security standards.		M	Y		
	166.0	System functionality must have role-based security.		M	Y		
	166.1	An authorized role must be able to create user roles, allowing access to functional areas in the system and restricting data edits, depending upon role.		M	Y		
	166.1.1	The system must use permissions to control access to functional areas in the system based on user roles.		M	Y		
	166.2	An authorized role must be able to associate users to assigned designated roles.		M	Y		
	167.0	The system must store email addresses for the purpose of project agreement notification(s).		M	Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	167.1	An authorized role must be able to maintain email addresses for the purpose of project agreement notification(s).		M	Y		
	168.0	The system must have .pdf format capability for generating reports.		M	Y		
	169.0	The system must have .csv format capability for generating reports.		M	Y		
	170.0	The system must have the ability to integrate with a designated scanning tool.		M	Y		
	170.1	The system must be able to receive scanned information in a designated file format.		M	Y		
	170.2	The system must be able to store files that are electronically scanned.		M	Y		
	170.3	The system must be able to attach an electronic document to a project agreement.		M	Y		
	170.4	The system must allow an authorized role to store a scanned image of the received project agreement.		M	Y		
	170.4.1	An authorized role must maintain the original submitted project agreement.		M	Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	170.4.2	An authorized role must be able to maintain updated versions of the submitted project agreement.		M	Y		
	170.5	The system must allow for project agreement supporting documentation to be scanned and the resultant image stored with the agreement.		M	Y		
	171.0	The system must maintain project agreement system document templates.		M	Y		
	171.1	An authorized role must be able to view a project agreement template.		M	Y		
	171.2	An authorized role must be able to create a project agreement template.		M	Y		
	171.3	An authorized role must be able to update a project agreement template.		M	Y		
	171.4	An authorized administrative role must be able to delete a project agreement template.		M	Y		
	171.4.1	The system must store historical data which cannot be modified when the original template is deleted.		M	Y		The system will not allow a template that is associated with data to be deleted. Therefore, the historical data will be stored.

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	172.0	The system must notify an authorized role of system configurable events related to changes in project agreement information.		M	Y		
	172.1	The system must allow an authorized role to maintain the list of project agreement information to be monitored.		M	Y		
	172.2	The system must allow an authorized role to maintain the verbiage to be included in the notification for each type of project agreement.		M	Y		
	172.3	The system must allow an authorized role to maintain the list of authorized role(s) (user groups) to be notified for each type of project agreement.		M	Y		
	173.0	The system must allow an authorized role to request additional information electronically of the grantee to complete the project agreement review.		M	Y		
	173.1	The system must maintain dates and generate a notification to the authorized role (responsible for obtaining the information) when additional project agreement information is needed.		M	Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	173.1.1	The system must allow the authorized role to record requests for additional information.		M	Y		
	173.2	The system must monitor open requests for information and provide notification of outstanding items.		M	Y		
	173.2.1	The system must allow an authorized administrative role to configure the number of days past which a request is considered outstanding.		M	Y		
	173.2.2	The system must allow an authorized role to update the status of the request for additional information.		M	Y		
	173.2.3	The system must be able to notify the authorized role(s) reviewing the project agreement when additional information is recorded as received.		M	Y		
	174.0	An authorized role must have access to receive bounced email notifications.		M	Y		
	175.0	The system must be able to receive a submitted project agreement.		M	Y		
	175.1	The system must allow an authorized role to record the receipt of a project agreement.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	175.1.2	The system must allow the receipt of an updated project agreement.		M	Y		
	175.1.2.1	The system must be able to store updated project agreements.			Y		
	175.1.2.1.1	An authorized role must be able to view an updated project agreement.		M	Y		
	175.2	An authorized role must be able to view a submitted project agreement.		M	Y		
	175.3	An authorized role must be able to update a submitted project agreement.		M	Y		
	175.4	An authorized role must be able to delete a submitted project agreement.		M	Y		
	176.0	The system must be able to send a communication to the grantee indicating that there is insufficient information in the attached documents within the project agreement.			Y		
	176.1	An authorized role must be able to indicate whether or not attached documents within the project agreement are sufficient.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	176.2	An authorized role must be able to send a communication to notify an applicant that deficiencies were found in the received project agreement.			Y		
	177.0	An authorized role must be able to “execute” a project agreement.			Y		
	177.1	An authorized role must be able to maintain an executed project agreement.			Y		
	177.2	An authorized role must be able to view an executed project agreement.			Y		
	173.0	The system must be able to send a communication to notify a grantee that a project agreement was received.		M	Y		
	174.0	The system must store a list of past due project agreements.			Y		The system can produce a report of past due project agreements based on status.
	174.1	An authorized role must be able to view a list of past due project agreements.			Y		
	175.0	The system must be able to send intermittent communication reminders to the grantee.		M	Y		
	176.0	The system must be able to monitor for receipt of updated project agreement information.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	176.1	An authorized role must be able to monitor for the receipt of a complete project agreement.		M	Y		
	176.2	An authorized role must be able to view updated project agreement information.		M	Y		
	176.2.1	The system must store updated project agreement information.		M	Y		
	177.0	An authorized role must be able to scan an executed project agreement into the system.			Y		
	178.0	An authorized role must be able to enter information regarding the project agreement, including, but not limited to, the date the project agreement was executed, the grantee, the project number, and county.			Y		
	179.0	The system must relate the executed project agreement with the grantee via a project number.			Y		
	180.0	The system must be able to send the local unit of government a copy of the executed project agreement.		M	N		The system will send a notification to notify a grantee that a copy of the executed project agreement is available to view in the system.
	181.0	The system must store an electronic copy of the original project agreement that was sent to the local unit of government.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	182.0	The system must store received documentation from a grantee which includes, but is not limited to, the following: <ul style="list-style-type: none"> • Bid/Quote Tabulation Form • Bid/Quote Documents 			Y		
	182.1	An authorized role must be able to view bid tabulation and supporting documentation.			Y		
	182.2	An authorized role must be able to maintain bid tabulation and supporting documentation.			Y		
	183.0	The system must have access to the LARA Prohibited List.			Y		
	183.1	An authorized role must be able to verify if a winning contractor resides on the LARA prohibited list.			Y		
	183.1.1	The system must send a notification to a grantee indicating that the chosen contractor appeared on the LARA prohibited list and another contractor must be selected.			Y		
	183.1.2	The system must send a notification to a grantee indicating that a contractor was approved.			Y		
	184.0	The system must monitor for receipt of a development reimbursement request.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	184.1	An authorized role must be able to view reimbursement request for a development reimbursement request.			Y		
	184.2	An authorized role must be able to maintain a development reimbursement request.			Y		
	185.0	The system must store development reimbursement requests.			Y		
	185.1	An authorized role must be able to view development reimbursement requests.			Y		
	185.2	An authorized role must be able to maintain development reimbursement requests.			Y		
	185.3	An authorized role must be able to review development reimbursement requests for eligibility and documentation of expenditures.			Y		
	186.0	The system must deduct development reimbursement expenses if deemed ineligible for reimbursement.			Y		
	186.1	An authorized role must be able to maintain development reimbursement expenses.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	187.0	The system must send a communication to include a summary of expenses and reimbursement to grant coordinators for approval.			Y		
	187.1	An authorized role must be able to maintain the summary of expenses and reimbursement.			Y		
	188.0	The system must capture the approval from a grant coordinator for a summary of expenses and reimbursement.			Y		
	189.0	The system must store onsite inspection reports and supporting documentation.			Y		
	189.1	The system must send a communication to include an onsite inspection report and supporting documentation to DNR audit.			Y		
	189.2	An authorized role must be able to view an onsite inspection report and supporting documentation.			Y		
	189.3	An authorized role must be able to maintain an onsite inspection report and supporting documentation.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	190.0	The system must send a notification to the grantee indicating that a payment was released in MAIN.			Y		
	190.1	An authorized role must be able to maintain a notification sent to a grantee indicating that a payment was released in MAIN.			Y		
Recreation Passport - Grant Admin_Project Oversight Requirements (Group 1)							
	191.0	The system must send a communication to a grantee with a project amendment to revise a project.		M	Y		
	191.1	An authorized administrative role must be able to maintain amendments for a project agreement.			Y		
	191.2	An authorized role must be able to view amendments for a project agreement.			Y		
	191.3	An authorized role must be able to update amendments for a project agreement.			Y		
	192.0	The system must store a digital image of the original project amendment.		M	Y		
	192.1	The system must store a digital image in a .pdf format or other pre-determined designated format.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	192.2	An authorized role must be able to view a digital image of a project amendment.		M	Y		
	192.3	An authorized role must be able to print a digital image of a project amendment.			Y		
	192.4	An authorized role must be able to electronically send a digital image of a project amendment.		M	Y		
	193.0	<p>The system must store received checklist and specifications that were sent with a project agreement. Documents to include but not limited to:</p> <ul style="list-style-type: none"> • Project Implementation Schedule • Estimated Budget and Professional Services Certification Form • Summary of Expenses 			Y		
	193.1	An authorized role must be able to view all received checklist and specifications for a project agreement.			Y		
	194.0	An authorized role must be able to maintain submitted project agreement documentation.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	195.0	The system must be able to receive a notification form which includes, but is not limited to, a quote tabulation form and quote documents.			Y		
	195.1	The system must store received notification forms which include, but are not limited to, a quote tabulation form and quote documents.			Y		
	195.2	An authorized role must be able to view notification forms.			Y		
	196.0	The system must be able to send a communication to a grantee that a project agreement checklist has been approved.			Y		
	197.0	The system must be able to store the date that a notification of contractor/vendor selection and bid tabulation approval is sent.			Y		
	197.1	The system must have reporting capability to track the projects that are in a holding pattern with a two-year obligation to complete.			Y		
	197.2	An authorized role must be able to monitor a two-year timeframe once a project agreement checklist has been approved.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	198.0	The system must send notification to a grantee indicating the ability to select a contractor for bid.			Y		
	199.0	The system must store a list of all grantees and information received for supporting grants.			Y		
	199.1	The system must store a mass tabular data view of information received for a grant that includes, but is not limited to, the following: <ul style="list-style-type: none"> • Grantee • Dates • Dollar amounts. 			Y		
	200.0	The system must record when a payment is released.			Y		
	200.1	The system must record if a payment released was a first payment.			Y		
	200.2	An authorized role must be able to view records capturing payment information.			Y		
	201.0	The system must send a communication to a grantee explaining reimbursement information which may include adjustments made to the requested amount to equal the payment amount.			N		The system will send a notification to notify a grantee that reimbursement information is available to view in the system.

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	201.1	An authorized role must be able to maintain communications sent to a grantee explaining reimbursement information which may include adjustments to a payment.			Y		
	202.0	The system must be able to send a communication with a Final Compliance Onsite Inspection Report with directions to a grantee.			N		The system will send a notification to notify a grantee that a Final Compliance Onsite Inspection Report with directions is available to view in the system.
	202.1	An authorized role must be able to view a Final Compliance Onsite Inspection Report with directions.			Y		
	202.2	An authorized role must be able to maintain a Final Compliance Onsite Inspection Report with directions.			Y		
Trust Fund Acquisition - Grant Admin_Project Oversight Requirements (Group 1)							
	203.0	The system must be able to send a notification to a local unit of government indicating a need for a 40-year title search, non-recreational structure removal plan and environmental due diligence if not already received by the DNR.		M	Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	204.0	The system must store historical data indicating why a grant was not approved and/or why the related property was not considered clean.		M	Y		
	204.1	The system must have report capability for the purpose of producing a report showing grants that were not approved and a reason to support that decision.		M	Y		
	205.0	The system must be able to receive notification that a due care plan has been approved.			Y		
	205.1	An authorized role must be able to view a due care plan.			Y		
	206.0	The system must store Phase II due diligence information.			Y		
	207.0	The system must send a communication to a local unit of government indicating that the appraisal process may commence.		M	Y		
	207.1	An authorized role must be able to maintain the communication sent to a local unit of government indicating that the appraisal process can commence.		M	Y		
	208.0	The system must be able to receive an appraisal.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	208.1	The system must store an appraisal.			Y		
	208.2	An authorized role must be able to view an appraisal.		M	Y		
	208.3	An authorized role must be able to maintain an appraisal.		M	Y		
	209.0	The system must be able to receive a real-estate appraisal review memo from the appraisal reviewer which contains fair market value.		M	Y		
	209.1	The system must store a real-estate appraisal review memo.		M	Y		
	209.2	An authorized role must be able to view a real-estate appraisal review memo.		M	Y		
	209.3	An authorized role must be able to maintain a real-estate appraisal review memo.		M	Y		
	210.0	The system must send communication to a local unit of government with the fair market value (FMV) and supporting documentation for land acquisition reimbursement.		M	N		The system will send a notification to notify a local unit of government that the FMV and supporting documentation is available to view in the system.
	210.1	An authorized role must be able to view the fair market value and supporting documentation for land acquisition reimbursement.		M	Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	211.0	The system must maintain a link to a state certified appraiser being used for the purchase of land.		M	Y		
	212.0	The system must be able to receive an acquisition reimbursement request and supporting documentation for an acquisition reimbursement.			Y		
	212.1	The system must store an acquisition reimbursement request and supporting documentation for an acquisition reimbursement.			Y		
	212.2	An authorized role must be able to view an acquisition reimbursement request and supporting documentation for an acquisition reimbursement.			Y		
	212.3	An authorized role must be able to monitor for receipt of an acquisition reimbursement request and supporting documentation for an acquisition reimbursement.			Y		
	213.0	The system must calculate the reimbursement amount based on the grant percentage of eligible expenditures.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	213.1	An authorized role must be able to view the reimbursement amount based on the grant percentage of eligible expenditures.			Y		
	213.2	An authorized role must be able to update the reimbursement amount based on the grant percentage of eligible expenditures.			Y		
	213.3	An authorized role must be able to delete a reimbursement amount.		M	Y		
	214.0	The system must be able to send a communication to a local unit of government with the fair market value (FMV) and checklist of supporting documentation for land acquisition escrow.			N		The system will send a notification to notify a local unit of government that the FMV and supporting documentation is available to view in the system.
	214.1	An authorized role must be able to view the fair market value and checklist of supporting documentation for land acquisition escrow.			Y		
	215.0	The system must be able to receive draft escrow closing packet documentation.			Y		
	215.1	The system must store the received documentation for the draft escrow closing packet.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	215.2	An authorized role must be able to view draft escrow closing packet documentation.			Y		
	216.0	The system must be able to send a communication to a local unit of government requesting a modified escrow closing packet.			Y		
	216.1	An authorized role must be able to view documentation included in the modified escrow closing packet.			Y		
	216.2	An authorized role must be able to monitor for the receipt of a modified escrow closing packet.			Y		
	217.0	The system must be able to send one or more reminder communications to a local unit of government to notify them that a modified escrow closing packet for land acquisition escrow was not received.			Y		
	217.1	An authorized role must be able to maintain communication reminders to local units of government notifying them that a modified escrow closing packet for land acquisition escrow was not received.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	218.0	The system must calculate the reimbursement amount based on grant percentage of eligible expenditures from a modified escrow closing packet for land acquisition escrow.			Y		
	218.1	An authorized role must be able to view the calculated reimbursement amount based on grant percentage of eligible expenditures from a modified escrow closing packet for land acquisition escrow.			Y		
	218.2	An authorized role must be able to update the calculated reimbursement information based on grant percentage of eligible expenditures from a modified escrow closing packet for land acquisition escrow.			Y		
	219.0	The system must be able to send a communication requesting an escrow closing date for a local unit of government for land acquisition escrow.			Y		
	219.1	An authorized role must be able to view an escrow closing date for land acquisition escrow.			Y		
	219.2	An authorized role must be able to update an escrow closing date for land acquisition escrow.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	220.0	The system must store a scheduled escrow deposit.			Y		
	220.1	The system must store the date for a scheduled escrow deposit.			Y		
	220.2	The system must store the dollar amount of a scheduled escrow deposit.			Y		
	221.0	The system must store the reimbursement amount allocated for relocation expenses for land acquisition escrow.			Y		
	221.1	An authorized role must be able to view the reimbursement amount allocated for relocation expenses for land acquisition escrow.			Y		
	221.2	An authorized role must be able to update the reimbursement amount allocated for relocation expenses for land acquisition escrow.			Y		
	222.0	The system must be able to receive closing documents and related documentation for land acquisition escrow.			Y		Closing documents and related documentation may be entered or uploaded into the system.
	222.1	The system must store closing documents and related documentation for land acquisition escrow.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	222.2	An authorized role must be able to view closing documents and related documentation that was received for land acquisition escrow.			Y		
Trust Fund Development - Grant Admin_Project Oversight Requirements (Group 1)							
	223.0	The system must be able to receive supporting documentation for trust fund development, including, but not limited to,,: <ul style="list-style-type: none"> • Checklist with plans and specifications • Project implementation schedule • Estimated budget • Professional services certification form 			Y		
	223.1	The system must store supporting documentation received for trust fund development.			Y		
	223.2	An authorized role must be able to view supporting documentation received for trust fund development.			Y		
	223.3	An authorized role must be able to maintain supporting documentation received for trust fund development.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	224.0	The system must be able to send a communication with a signed copy of the approved checklist.			N		The system will send a notification to notify a user that a signed copy of the approved checklist is available to view in the system.
	224.1	An authorized role must be able to view an approved signed checklist.			Y		
	224.2	An authorized role must be able to maintain an approved signed checklist.			Y		
	225.0	The system must be able to send a communication to a grantee indicating that a contract was not low bidder/quote.			Y		
	226.0	The system must be able to receive a notification form which includes, but is not limited to, a quote tabulation form and quote documents.			Y		
	266.1	The system must store received notification forms which include, but are not limited to, a quote tabulation form and quote documents.			Y		
	266.2	An authorized role must be able to view notification forms.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	267.0	The system must be able to send a communication with a summary of expenses and reimbursement to a grant coordinator for approval.			N		The system will send a notification to notify a user that a summary of expenses and reimbursement is available to approve in the system.
	267.1	An authorized role must be able to view a summary of expenses and reimbursement.			Y		
	267.2	An authorized role must be able to maintain a summary of expenses and reimbursement.			Y		
	268.0	The system must capture the approval for the summary of expenses and reimbursement from a grant coordinator.			Y		
	269.0	The system must be able to send a communication to a grantee explaining the reimbursement and adjustments, if applicable.			N		The system will send a notification to notify a grantee reimbursement information is available to view in the system.
	270.0	The system must send the inspection report and supporting documentation to the DNR audit department.			N		The system will send a notification to notify the DNR audit department that inspection report and supporting documentation is available to view in the system.
	271.1	An authorized role must be able to view inspection reports and supporting documentation.			Y		
	271.2	An authorized role must be able to maintain inspection reports and supporting documentation.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	272.0	The system must store final audit reports.			Y		
	272.1	An authorized role must be able to view final audit reports.			Y		
	272.2	An authorized role must be able to maintain final audit reports.			Y		
	272.3	An authorized role must be able to view auditor recommendations provided in the final audit report.			Y		
	273.0	The system must be able to submit final payment for a trust fund development project.			Y		
	274.0	The system must capture when trust fund development projects are closed due to final payment being submitted.			Y		
	275.0	The system must store trust fund development projects and supporting documentation.			Y		
	275.1	An authorized role must be able to view trust fund development projects and supporting documentation			Y		
Land and Water - Grant Admin_Project Oversight Requirements (Group 1)							

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	276.0	The system must send a communication to a grantee to inform him/her that he/she was been awarded a grant and request additional documentation for National Park Service approval.		M	Y		
	277.0	The system must store documentation received from a local unit of government based on a grant award.			Y		
	277.1	An authorized role must be able to view documentation received supporting a grant award.			Y		
	277.2	An authorized role must be able to maintain documentation received supporting a grant award.			Y		
	278.0	The system must be able to request reimbursement from the Federal government.			Y		
	279.0	The system must store project agreements received from the National Park Service.			Y		
	279.1	An authorized role must be able to view project agreements received from the National Park Service.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	279.2	An authorized role must be able to maintain project agreements received from the National Park Service.			Y		
	280.0	The system must maintain reimbursement funds received from the National Park Service.			Y		
	280.1	An authorized role must be able to view reimbursement funds received from the National Park Service.			Y		
	280.2	An authorized role must be able to monitor reimbursement funds received from the National Park Service.			Y		
	281.0	The system must store National Park Service close out letters.			Y		
	281.1	An authorized role must be able to view National Park close out letters.			Y		
	281.2	An authorized role must be able to maintain National Park close out letters.			Y		
Global – Grant Admin_Project Oversight Requirements (Group 2)							
	282.0	All public-facing online forms must comply with Department of Technology, Management and Budget (DTMB) Agency Web Standards.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	282.1	The system must be able to export data to multiple data file formats that, at a minimum, are supported by Microsoft Office 2010.		M	Y		
	283.0	The system must be able to receive project agreements.			Y		
	284.0	The system must store received project agreements.			Y		
	284.1	An authorized role must be able to monitor for receipt of a project agreement.			Y		
	284.2	An authorized role must be able to view a project agreement.			Y		
	284.3	An authorized role must be able to maintain a project agreement.			Y		
	285.0	The system must be able to send a project agreement to a grantee.			N		The system will send a notification to notify a grantee that a project agreement is available to view in the system.
	286.0	The system must store a digital image of the original project agreement.		M	Y		
	286.1	The system must store a digital image in a .pdf format or other pre-determined designated format.			Y		
	286.2	An authorized role must be able to view a digital image of a project agreement.		M	Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	286.3	An authorized role must be able to print a digital image of a project agreement.		M	Y		
	286.4	An authorized role must be able to electronically send a digital image of a project agreement.		M	Y		
	287.0	The system must be able to send a communication to a grantee with a project agreement.			Y		
	287.1	An authorized administrative role must be able to maintain project agreements.			Y		
	287.2	An authorized role must be able to view project agreements.			Y		
	288.0	The system must store a list of project agreements which have not been received within the allowed specified timeframe.			Y		
	288.1	The system must administratively maintain a list of project agreements that have not been received within the allowed specified timeframe.			Y		
	288.2	An authorized role must be able to view a list of project agreements that have not been received within the allowed specified timeframe.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	288.3	An authorized role must be able to update a list of project agreements that have not been received within the allowed specified timeframe.			Y		
	289.0	The system must maintain a log file which contains the history of who logged into the system.			Y		
	289.1	An authorized role must be able to view the log file with the most recent history appearing first.			Y		
	290.0	The system must maintain a timestamp for when an authorized role logs into the system.			Y		
	291.0	The system must store a digital image of a re-submitted project agreement.			Y		
	291.1	An authorized role must be able to view a digital image of a re-submitted project agreement.			Y		
	292.0	The system must store the date the project was executed which is captured on the project agreement		M	Y		
	292.1	An authorized role must be able to input the date in the system which was captured on the project agreement.		M	Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	293.0	The system must store a digital copy of an executed project agreement.			Y		
	293.1	An authorized role must be able to view a digital copy of a signed project agreement.			Y		
	294.0	The system must be able to maintain system notification information.			Y		
	294.1	The system must be able to incorporate .url within a system notification.		M	Y		
	294.2	An authorized role must be able to configure system notifications.		M	Y		
	294.3	An authorized role must be able to opt in or out of system notifications.		M	Y		The authorized role can be removed from a document and the user will no longer receive emails regarding that document.
	294.3.1	An authorized administrative role must be able to indicate that notifications, by type or by specific message, cannot be on an authorized role's "opt out" list.			Y		An authorized administrative role will be able to choose what the user has access to and emails will be sent according to access to specific document templates.
	294.4	An authorized role must be able to enter email addresses in his/her profile for notifications.		M	Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	294.5	An authorized (administrative) role must be able to indicate the format of reminder communications sent.		M	Y		The system sends the messages as HTML. If there are no tags present then the message is sent in text. The DNR will be able to choose the content of the message (HTML tags or no HTML tags).
	294.6	The system must be able to limit the number of attachments within a notification.		M	N		Users may login to the system to view attachments.
	295.0	The system must comply with DTMB enterprise security standards.		M	Y		
	296.0	System functionality must have role-based security.		M	Y		
	296.1	An authorized role must be able to create user roles, allowing access to functional areas in the system and restricting data edits, depending upon role.		M	Y		
	296.1.1	The system must use permissions to control access to functional areas in the system based on user roles.		M	Y		
	296.2	An authorized role must be able to associate users to assigned designated roles.		M	Y		
	297.0	The system must store email addresses for the purpose of project agreement notification(s).		M	Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	297.1	An authorized role must be able to maintain email addresses for the purpose of project agreement notification(s).		M	Y		
	298.0	The system must have .pdf format capability for generating reports.		M	Y		
	299.0	The system must have .csv format capability for generating reports.		M	Y		
	300.0	The system must have the ability to integrate with a designated scanning tool.		M	Y		
	300.1	The system must be able to receive scanned information in a designated file format.		M	Y		
	300.2	The system must be able to store files that are electronically scanned.		M	Y		
	300.3	The system must be able to attach an electronic document to a project agreement.		M	Y		
	300.4	The system must allow an authorized role to store a scanned image of the received project agreement.		M	Y		
	300.4.1	An authorized role must maintain the original submitted project agreement.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	300.4.2	An authorized role must be able to maintain updated versions of the submitted project agreement.		M	Y		
	300.5	The system must allow for project agreement supporting documentation to be scanned and the resultant image stored with the agreement.		M	Y		
	301.0	The system must maintain project agreement system document templates.		M	Y		
	301.1	An authorized role must be able to view a project agreement template.		M	Y		
	301.2	An authorized role must be able to create a project agreement template.		M	Y		
	301.3	An authorized role must be able to update a project agreement template.		M	Y		
	301.4	An authorized administrative role must be able to delete a project agreement template.		M	Y		
	301.4.1	The system must store historical data which cannot be modified when the original template is deleted.		M	Y		The system will not allow a template that is associated with data to be deleted. Therefore, the historical data will be stored.

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	302.0	The system must notify an authorized role of system configurable events related to changes in project agreement information.		M	Y		
	302.1	The system must allow an authorized role to maintain the list of project agreement information to be monitored.		M	Y		
	302.2	The system must allow an authorized role to maintain the verbiage to be included in the notification for each type of project agreement.		M	Y		
	302.3	The system must allow an authorized role to maintain the list of authorized role(s) (user groups) to be notified for each type of project agreement.		M	Y		
	303.0	The system must allow an authorized role to request additional information electronically of the grantee to complete the project agreement review.		M	Y		
	303.1	The system must maintain dates and generate a notification to the authorized role (responsible for obtaining the information) when additional project agreement information is needed.		M	Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	303.1.1	The system must allow the authorized role to record requests for additional information.		M	Y		
	303.1.2	The system must monitor open requests for information and provide notification of outstanding items.		M	Y		
	303.2	The system must allow an authorized administrative role to configure the number of days past which a request is considered outstanding.		M	Y		
	303.3	The system must allow an authorized role to update the status of the request for additional information.		M	Y		
	303.4	The system must be able to notify the authorized role(s) reviewing the project agreement when additional information is recorded as received.		M	Y		
	304.0	An authorized role must have access to receive bounced email notifications.		M	Y		
	305.0	The system must be able to receive a submitted project agreement.		M	Y		
	305.1	The system must allow an authorized role to record the receipt of a project agreement.		M	Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	305.1.2	The system must allow the receipt of an updated project agreement.		M	Y		
	305.1.2.1	The system must be able to store updated project agreements.		M	Y		
	305.1.2.1.1	An authorized role must be able to view an updated project agreement.		M	Y		
	305.2	An authorized role must be able to view a submitted project agreement.		M	Y		
	305.3	An authorized role must be able to update a submitted project agreement.		M	Y		
	305.4	An authorized role must be able to delete a submitted project agreement.		M	Y		
	306.0	The system must be able to send a communication to the grantee indicating that there is insufficient information in the attached documents within the project agreement.			N		The system will send a notification to notify a user that there is insufficient information in documents that were attached to the project Agreement and the information is available to view in the system.
	306.1	An authorized role must be able to indicate whether or not attached documents within the project agreement are sufficient.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	306.2	An authorized role must be able to send a communication to notify an applicant that deficiencies were found in the received project agreement.			Y		
	307.0	An authorized role must be able to “execute” a project agreement.			Y		
	307.1	An authorized role must be able to maintain an executed project agreement.			Y		
	307.2	An authorized role must be able to view an executed project agreement.			Y		
	308.0	The system must be able to send a communication to notify a grantee that a project agreement was received.		M	Y		
	309.0	The system must store a list of past due project agreements.			Y		
	309.1	An authorized role must be able to view a list of past due project agreements.			Y		
	310.0	The system must be able to send intermittent communication reminders to the grantee.		M	Y		
	311.0	The system must be able to monitor for receipt of updated project agreement information.		M	Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	311.1	An authorized role must be able to monitor for the receipt of a complete project agreement.		M	Y		
	311.2	An authorized role must be able to view updated project agreement information.		M	Y		
	311.2.1	The system must store updated project agreement information.		M	Y		
	312.0	An authorized role must be able to scan an executed project agreement into the system.			Y		
	313.0	An authorized role must be able to enter information regarding the project agreement, including, but not limited to, the date the project agreement was executed, the grantee, the project number, and county.			Y		
	314.0	The system must relate the executed project agreement with the grantee via a project number.			Y		
	315.0	The system must store received documentation from a grantee which includes, but is not limited to, the following: <ul style="list-style-type: none"> • Bid/Quote Tabulation Form • Bid/Quote Documents 			Y		
	315.1	An authorized role must be able to view bid tabulation and supporting documentation.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	315.2	An authorized role must be able to maintain bid tabulation and supporting documentation.			Y		
	316.0	The system must have access to the LARA Prohibited List.			Y		
	316.1	An authorized role must be able to verify if a winning contractor resides on the LARA prohibited list.			Y		
	316.1.1	The system must send a notification to a grantee indicating that the chosen contractor appeared on the LARA prohibited list and another contractor must be selected.			Y		
	316.1.2	The system must send a notification to a grantee indicating that a contractor was approved.			Y		
	317.0	The system must send a notification to the grantee indicating that a payment was released in MAIN.			Y		
	317.1	An authorized role must be able to maintain a notification sent to a grantee indicating that a payment was released in MAIN.			Y		
Dam Management – Grant Admin_Project Oversight Requirements (Group 2)							
	318.0	The system must monitor for receipt of an expenditure for reimbursement request.			Y		

A Unique ID	B Rqmt. Order	C Requirement	D Source	E Mandatory (M) Expected (E) Optional (O)	F Required Response (Yes / No)	G Response (A, B, C, D, E)	H Comments
	318.1	An authorized role must be able to view a request for an expenditure reimbursement.			Y		
	318.2	An authorized role must be able to maintain for a reimbursement request.			Y		
	319.0	The system must store reimbursement requests.			Y		
	319.1	An authorized role must be able to view reimbursement requests.			Y		
	319.2	An authorized role must be able to maintain reimbursement requests.			Y		
	319.3	An authorized role must be able to review reimbursement requests for eligibility and documentation of expenditures.			Y		
	320.0	The system must deduct expenses if deemed ineligible for reimbursement.			Y		
	320.1	An authorized role must be able to maintain reimbursement expenses.			Y		
	321.0	The system must send a communication to include a summary of expenses and reimbursement to grant coordinators for approval.			N		The system will send a notification to notify a user that a summary of expenses and reimbursement is available to approve in the system.

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	321.1	An authorized role must be able to maintain the summary of expenses and reimbursement for a specified project agreement.			Y		
	322.0	The system must capture the approval from a grant coordinator for a summary of expenses and reimbursement.			Y		
	323.0	The system must be able to store grant advances requested by a grantee.			Y		
	323.1	An authorized role must be able to view a grant advance request.			Y		
	323.2	An authorized role must be able to maintain a grant advance request.			Y		
	324.0	The system must maintain grant award amounts.			Y		
	324.1	An authorized role must be able to monitor grant award advance amounts which can be currently up to 50% (administratively maintainable)of a grant award amount allowed by a grantee.			Y		
	325.0	The system must notify accounts receivable to reimburse the difference between the reimbursement amount and the advance balance.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	325.1	An authorized role must monitor if a reimbursement request comes in for an amount greater than the amount left on the advance.			Y		
	326.0	The system must be able to store advance balance information.			Y		
	326.1	An authorized role must be able to view advance balance information.			Y		
	326.2	An authorized role must be able to update advance balance information.			Y		
	326.3	An authorized role must be able to maintain advance balance information.			Y		
	326.3.1	An authorized role must be able to monitor advance balance information until balance is equal to zero.			Y		
	327.0	The system must send a communication to include an executed project agreement to a grantee with a checklist for plans and specifications.			N		The system will send a notification to notify a grantee that information is available to view in the system.
	328.0	An authorized role must be able to maintain the approved plans and specifications and bid documents received by a grantee.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	329.0	The system must store one or more approvals for the approved plans, specifications and bid documents by the fisheries and/or other designated department.			Y		
	329.1	An authorized role must be able to view the approved plans, specifications and bid documents.			Y		
	329.2	An authorized role must be able to maintain the approved plans, specifications and bid documents.			Y		
	330.0	The system must be able to send a communication to a grantee notifying them that a project agreement can go out for bid.			Y		
	330.1	An authorized role must be able to monitor a communication sent to a grantee notifying them that a project agreement can go out for bid.			Y		
	330.2	An authorized role must be able to maintain a communication sent to a grantee notifying them that a project agreement can go out for bid.			Y		
	331.0	The system must store an electronic copy of a development reimbursement request.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	331.1	An authorized role must be able to view a development reimbursement request.			Y		
	332.0	The system must store a grant development reimbursement payment amount.			Y		
	332.1	An authorized role must be able to create a grant development reimbursement payment amount.			Y		
	332.2	An authorized role must be able to view a grant development reimbursement payment amount.			Y		
	332.3	An authorized role must be able to update a grant development reimbursement payment amount.			Y		
	332.4	An authorized role must be able to delete a grant development reimbursement payment amount.			Y		
	333.0	The system must be able to maintain a project agreement reimbursement amount.			Y		
	333.1	An authorized role must be able to view a project agreement reimbursement amount.			Y		
	333.2	An authorized role must be able to maintain a project agreement reimbursement amount.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	334.0	The system must send a notification to a grantee explaining the project agreement reimbursement amount, remaining balance and other supporting information.			N		The system will send a notification to notify a grantee that information is available to view in the system.
	334.1	An authorized role must be able to view a notification sent to a grantee explaining the project agreement reimbursement amount, remaining balance and other supporting information.			Y		
	335.0	An authorized role must be able to maintain a notification sent to a grantee explaining the project agreement reimbursement amount, remaining balance and other supporting information.			Y		
	336.0	The system must send intermittent, administratively maintained notifications to a program manager or other designated role with the project agreement advancement amount versus the reimbursement amount, if a grantee received an initial advance.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	336.1	An authorized role must be able to view intermittent notifications sent to a program manager or other designated role with the project agreement advancement amount versus the reimbursement amount.			Y		
	337.0	The system must store audit reports.			Y		
	338.0	The system must be able to send communication to a program manager or other predetermined role to include the final audit report.			N		The system will send a notification to notify a user that information is available to view in the system.
	338.1	An authorized role must be able to view audit reports.			Y		
	338.2	An authorized role must be able to monitor communications sent to program managers or other predetermined roles which include audit reports.			N		An authorized role will be able to monitor communications sent to program managers or other predetermined roles regarding.
	339.0	The system must store final payment amounts for a project agreement that was sent a reimbursement.			Y		
	340.0	An authorized role must be able to view final payment amount(s) for a project agreement that was sent a reimbursement.			Y		
Marine Safety – Grant Admin_Project Oversight Requirements (Group 2)							

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	341.0	The system must send a communication to the county sheriff's department which will include an electronic copy of a grant agreement.			N		The system will send a notification to notify a user that an electronic copy of a grant agreement is available to view in the system.
	341.1	An authorized role must be able to view a communication sent to the county sheriff's department with an electronic copy of a grant agreement.			N		An authorized role will be able to view a communication sent to the county sheriff's department regarding a grant agreement.
	341.2	An authorized role must be able to maintain a communication sent to the county sheriff's department with an electronic copy of a grant agreement.			N		An authorized role will be able to maintain communication sent to the county sheriff's department regarding a grant agreement.
	342.0	The system must store signed project agreements and other supporting federal documents.			Y		
	342.1	An authorized role must be able to monitor for receipt of a signed project agreement and other supporting federal documents.			Y		
	343.0	The system must store activity reports which may include initial and updated activity reports.			Y		
	343.1	An authorized role must be able to monitor for receipt of an activity report.			Y		
	343.2	An authorized role must be able to view activity reports.			Y		

A Unique ID	B Rqmt. Order	C Requirement	D Source	E Mandatory (M) Expected (E) Optional (O)	F Required Response (Yes / No)	G Response (A, B, C, D, E)	H Comments
	343.3	An authorized role must be able to maintain activity reports.			Y		
	343.3.1	An authorized role must be able to view an updated activity report reflecting correcting hours.			Y		
	344.0	An authorized role must be able to verify that the hours reported for reimbursement are less than or equal to what is documented on the activity report.			Y		
	345.0	The system must send communication to a grantee requesting an activity report, if not received.			Y		
	346.0	The system must send communication to a grantee requesting a clarification of hours reported on the received activity report.			Y		
	346.1	An authorized role must be able to monitor for receipt of clarification of hours reported on the received activity report.			Y		
	346.2	An authorized role must be able to view the clarification of hours reported on the received activity report.			Y		
	347.0	The system must store the payment amount that was distributed as a reimbursement.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	347.1	An authorized role must be able to view a payment amount that was distributed as a reimbursement.			Y		
	347.2	An authorized role must be able to update a payment amount that was distributed as a reimbursement.			Y		
	347.3	An authorized role must be able to delete a payment amount that was distributed as a reimbursement.			Y		
	348.0	The system must store the dollar amount of unused funds that were approved for expenditure.			Y		
	348.1	An authorized role must be able to view the dollar amount of unused funds that were approved for expenditure.			Y		
	348.2	An authorized role must be able to update the dollar amount of unused funds that were approved for expenditure.			Y		
	348.3	An authorized role must be able to delete the dollar amount of unused funds that were approved for expenditure.			Y		
	349.0	The system must send a communication to notify a grantee of a payment and payment details.			N		The system will send a notification to notify a user of payment and payment detail is available to view in the system.

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	349.1	An authorized role must be able to view payment amounts and payment details which support the payment amount.			Y		
Global – Post Completion Requirements							
	350.0	The system must store the date of a final grant payment which indicates a grant is complete.			Y		
	350.1	The system must monitor a 5-year post completion date for a grant based on the final grant payment date, perpetually.			Y		
	350.1.1	An authorized role must be able to view a 5-year post completion date.			Y		
	351.0	The system must store a post completion self-certification form template.			Y		
	351.1	An authorized role must be able to create a post completion self-certification form template.			Y		
	351.2	An authorized role must be able to view a self-certification form template.			Y		
	351.3	An authorized role must be able to update a self-certification form template.			Y		
	351.4	An authorized role must be able to delete a self-certification form template.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	352.0	An authorized role must be able to access a post completion self-certification form that is partially completed.			Y		
	353.0	An authorized role must be able to complete a new post completion self-certification form.			Y		
	354.0	An authorized role must be able to administratively maintain fields within the post completion self-certification form that are required.			Y		
	355.0	The system must be able to send a notification which includes an online link to the post completion self-certification form.			Y		
	355.1	The system must be able to send a post completion self-certification notification 30 days prior to the 5-year grant post-completion date.			Y		
	356.0	The system must be able to store a completed post completion self-certification form.			Y		
	356.1	The system must be able to store the date that a completed post completion self-certification form was received.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	356.1.1	An authorized role must be able to monitor for receipt of a post completion self-certification form.			Y		
	356.1.2	An authorized role must be able to view a post completion self-certification form.			Y		
	356.1.3	An authorized role must be able to maintain a post completion self-certification form.			Y		
	357.0	The system must be able to send a notification indicating that the post completion self-certification and supporting documentation is overdue.			Y		
	357.1	An authorized role must be able to maintain the notification being sent indicating that the post completion self-certification and supporting documentation is overdue.			Y		
	358.0	The system must be able to attach multiple files within a notification.			N		Files that are considered attachments can be viewed in the system by accessing the place that the file is stored.
	358.1	An authorized role must be able to view file attachments.			N		Files that are considered attachments can be viewed in the system by accessing the place that the file is stored.

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	358.2	An authorized role must be able to update file attachments.			N		Files that are considered attachments can be deleted and uploaded with updates in the system.
	359.0	The system must relate a grant number for each post completion self-certification form.			Y		
	359.1	An authorized role must be able to view a grant number for each post completion self-certification form.			Y		
	359.2	An authorized role must be able to update a grant number for each post completion self-certification form.			Y		
	359.3	An authorized role must be able to delete a grant number for each post completion self-certification form.			Y		
	360.0	The system must have the ability to integrate with a designated scanning tool.			Y		
	360.1	The system must be able to receive information in a designated file format that is electronically scanned.			Y		
	360.2	The system must be able to store information that is electronically scanned.			Y		

A Unique ID	B Rqmt. Order	C Requirement	D Source	E Mandatory (M) Expected (E) Optional (O)	F Required Response (Yes / No)	G Response (A, B, C, D, E)	H Comments
	360.3	The system must be able to attach an electronic document to a grant agreement.			Y		
	360.4	The system must allow an authorized role to store a scanned image of the received grant agreement.			Y		
	360.4.1	An authorized role must be able to view the original submitted grant agreement.			Y		
	360.4.2	Each received grant agreement must be maintained as a unique version.			Y		
	360.5	The system must allow for grant agreement supporting documentation to be scanned and the resultant image stored with the agreement.			Y		
	360.5.1	An authorized role must be able to relate supporting documentation to the associated grant agreement.			Y		
	361.0	The system must comply with the State of Michigan GIS technology standards http://www.michigan.gov/dit .			Y		
	361.1	The system must be able to store a GIS file format.			Y		
	361.1.1	An authorized role must be able to view a GIS file format.			Y		

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	361.1.2	An authorized role must be able to maintain a GIS file format.			Y		
	362.0	The system must be able to store one or more images of a boundary map.			Y		
	362.1	An authorized role must be able to view a stored boundary map.			Y		
	362.2	An authorized role must be able to update a stored boundary map.			Y		
	362.3	An authorized role must be able to delete a stored boundary map.			Y		
	363.0	The system must store a status for each stored boundary map.			Y		
	363.1	An authorized role must be able to view a boundary map status.			Y		
	363.2	An authorized role must be able to update a boundary map status.			Y		
	363.2.1	An authorized role must be able to change the status of a boundary map to indicate which is the official or final map version.			Y		
	363.3	An authorized role must be able to delete a boundary map status.			N		IntelliGrants has a strong audit process and statuses are not allowed to be deleted from the audit trail.
	364.0	The system must store a user log file for each post completion project.			Y		

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	p. 64.1	q. The system must store the user ID/username of the user role who completed a task for each post completion grant project.	r.	s.	Y	t.	
	u. 64.2	v. The system must display the date when the project was last edited.	w.	x.	Y	y.	
	z. 64.3	The system must display a free form narrative text box to allow a user to capture comments on changes made to a project.			Y		
	365.0	The system must be able to save an electronic version of the grant project prior to submitting the file.			Y		
	365.1	An authorized role must be able to view an electronic version of a project prior to submitting the file.			Y		
	365.2	An authorized role must be able to update an electronic version of a project prior to submitting the file.			Y		
	366.0	The system must store project information identified on the post completion inspection list.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	366.1	The system must store pre-determined information on the post completion inspection report which include but are not limited to the project, project name, county, grant number, and grantee.			Y		
	366.2	An authorized role must be able to view the post completion inspection list.			Y		
	366.3	An authorized role must be able to update the inspection list.			Y		
	366.4	An authorized role must be able to maintain the inspection list.			Y		
	367.0	The system must store compliance issues for post completion.			Y		
	367.1	An authorized role must be able to create one or more post-completion compliance issue(s).			Y		
	367.2	An authorized role must be able to update compliance issues for post completion.			Y		
	367.3	An authorized role must be able to delete compliance issues for post completion.			Y		
	368.0	The system must be able to send a notification to the local unit of government indicating that a post completion was completed.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	368.1	The system must be able to send a notification indicating that post completion was completed with no issues.			Y		
	368.2	The system must be able to send a notification indicating that post completion was completed and issues were found.			Y		
	369.0	The system must store the date when post completion documentation was received.			Y		
	369.1	An authorized role must be able to view the date when post completion documentation was received.			Y		
	370.0	The system must have report capability for the post completion process.			Y		
	370.1	An authorized role must be able to create a report for the post completion process.			Y		
	370.2	An authorized role must be able to view a report for the post completion process.			Y		
	370.3	An authorized role must be able to maintain a report template for the post completion process.			Y		
	371.0	The system must be able to place a flag on a grantee record indicating prior non-compliance related to a DNR grant.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	372.1	An authorized role must be able to view if a flag has been placed on a grantee for prior non-compliance.			Y		
	372.2	An authorized role must be able to place a flag on a grantee for being non-compliant on a grant.			Y		
	372.3	An authorized role must be able to remove an existing flag on a grantee record regarding non-compliance.			Y		
	373.0	The system must store grant history information for a Local Unit of Government.			Y		
	373.1	An authorized role must be able to view grant history.			Y		
	374.0	An authorized administrative role must be able to maintain the date that a post completion notification needs to be sent for a grant.			Y		
	374.1	The system must send a post completion for a grant every five years.			Y		
	375.0	The system must store a log file for communication that occurs between the DNR and the grantee.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	375.1	An authorized role must be able to view a log file with communication that occurs between a grantee and the local unit of government.			Y		
	375.2	An authorized role must be able to update a log file with communication that occurs between a grantee and the local unit of government.			Y		
	375.3	An authorized role must be able to maintain a log file with communication that occurs between a grantee and the local unit of government.			Y		
	376.0	The system must be able to store a project type that has been identified per grant project.			Y		
	376.1	An authorized role must be able to indicate a project type that for a grant project.			Y		
	376.2	An authorized role must be able to view a project type that for a grant project.			Y		
	376.3	An authorized role must be able to maintain a project type that for a grant project.			Y		
Recreation Passport – Completion Requirements							

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	377.0	The system must store the final payment date which marks the beginning of a post completion process.			Y		
	377.1	The system must be able to monitor for the 5 year date past grant closure.			Y		
	377.1.1	The system must be able to monitor for the 5 year date past grant closure for 20 to 40 years.			Y		
	377.2	An authorized role must be able to view the final payment date for a recreation passport grant.			Y		
	377.3	An authorized role must be able to update a 5-year post completion date for a recreation passport grant.			Y		
	377.4	An authorized role must be able to maintain a 5-year post completion date for a recreation passport grant.			Y		
Global Grant Conversion Requirements							
	375.0	The system must be able to track grant conversion requests.			Y		
	375.1	An authorized role must be able to view grant conversion requests.			Y		
	375.2	An authorized role must be able to maintain grant conversion requests.			Y		

A Unique ID	B Rqmt. Order	C Requirement	D Source	E Mandatory (M) Expected (E) Optional (O)	F Required Response (Yes / No)	G Response (A, B, C, D, E)	H Comments
	376.0	An authorized role must be able to track where a grant conversion request originated.			Y		
	376.1	An authorized role must be able to indicate grant conversion requests from a local unit of government.			Y		
	376.2	An authorized role must be able to indicate that a grant conversion request originated from a site visit.			Y		
	377.0	The system must store electronic versions of grant conversion documentation received as a result of a site-visit.			Y		
	377.1	An authorized role must be able to view grant conversion documentation received as a result of a site-visit.			Y		
	377.2	An authorized role must be able to maintain grant conversion information received as a result of a site-visit.			Y		
	378.0	The system must be able to send a notification indicating that documentation for a specified grant conversion is needed.			Y		
	378.1	An authorized role must be able to monitor for receipt of the requested grant conversion documentation.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	379.0	The system must store administratively maintainable grant conversion statuses.			Y		
	379.1	The system must store grant conversion statuses designated as, but not limited to, the following: <ul style="list-style-type: none"> • Potential Conversion • Outstanding • Conversion Resolved 			Y		
	379.2	An authorized role must be able to view grant conversion statuses.			Y		
	379.3	An authorized role must be able to update grant conversion statuses.			Y		
	380.0	The system must store a conversion process outline template.			Y		
	380.1	An authorized administrative role must be able to create a conversion process outline template.			Y		
	380.2	An authorized administrative role must be able to view a conversion process outline template.			Y		
	380.3	An authorized administrative role must be able to update a conversion process outline template.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	380.4	An authorized administrative role must be able to delete a conversion process outline template.			Y		
	381.0	The system must be able to send intermittent communication reminders indicating that required grant conversion documentation is overdue.			Y		
	381.1	An authorized role must be able to maintain the notification being sent indicating that the grant conversion is overdue.			Y		
	381.2	An authorized role must be able to monitor the receipt of overdue grant conversion documentation.			Y		
	382.0	An authorized role must be able to maintain a notification sent to the local unit of government indicating if a grant conversion has been determined to be large or small.			Y		
	382.1	An authorized role must be able to provide an electronic link within the notification for documentation requiring completion, based on the size of the grant conversion.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	382.2	The system must be able to monitor for receipt of grant conversion documentation being sent from the local unit of government.			Y		
	383.0	The system must store Land & Water Conservation Fund forms.			Y		
	383.1	An authorized role must be able to view Land & Water Conservation Fund forms.			Y		
	383.2	An authorized role must be able to maintain Land & Water Conservation Fund forms.			Y		
	384.0	The system must be able to send a notification that includes a completed Land & Water Conservation Fund form to a grantee.			N		The system will send a notification to notify a user that information is available to view in the system.
	384.1	An authorized role must be able to monitor the notification sent to a grantee that includes a completed Land & Water Conservation Fund form.			N		An authorized role will be able to monitor the notification sent to a grantee regarding a completed Land & Water Conservation Fund form in the system.
	384.2	An authorized role must be able to maintain the notification sent to a grantee that includes a completed Land & Water Conservation Fund form.			N		An authorized role will be able to maintain the notification sent to a grantee regarding a completed Land & Water Conservation Fund form in the system.

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	385.0	The system must be able to store one or more communications from the Board of Directors or DNR Director.			Y		
	385.1	An authorized role must be able to view information received from the Board of Directors.			Y		
	385.2	An authorized role must be able to view information received from the DNR Director.			Y		
	386.0	The system must be able to store an amendment to the project agreement.			Y		
	386.1	An authorized role must be able to view an amendment to the project agreement.			Y		
	386.2	An authorized role must be able to maintain an information regarding an amendment to the project agreement.			Y		
	387.0	The system must be able to send a notification to the local unit of government that includes grant agreement conversion amendment documentation.			N		The system will send a notification to notify a user that grant agreement conversion amendment documentation is available to view in the system.
	387.1	An authorized role must be able to monitor for receipt of completed grant conversion amendment documentation for a project agreement.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	387.1.1	An authorized role must be able to view a completed grant conversion amendment.			Y		
	388.0	The system must store completed grant conversion amendment documentation.			Y		
	388.1	An authorized role must be able to view completed grant conversion amendment documentation.			Y		
	388.2	An authorized role must be able to maintain completed grant conversion amendment information.			Y		
	389.0	The system must store Declaration of Notice documentation.			Y		
	389.1	An authorized role must be able to view Declaration of Notice documentation.			Y		
	389.2	An authorized role must be able to maintain Declaration of Notice documentation.			Y		
Land and Water Conversion Requirements							
	390.0	The system must store land and water grant conversion amendment documentation.			Y		
	390.1	An authorized role must be able to view land and water grant amendment documentation.			Y		

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	390.2	An authorized role must be able to maintain land and water grant amendment documentation.			Y		
	391.0	The system must be able to send reminder notifications to one or more authorized roles to enforce a 3 year timeframe of completion.			Y		
	392.0	The system must be able to send a notification to NPS indicating that the the conversion was not completed in the three year timeframe.			Y		
	392.1	The system must be able to send intermittent notifications until the grant is considered to be in a status designated as “developed”.			Y		
	392.1.1	An authorized role must be able to monitor the intermittent notifications sent until a grant is considered to be in a “developed” status.			Y		
Trust Fund Conversion Requirements							
	393.0	The system must store trust fund board grant amendment documentation.			Y		
	393.1	An authorized role must be able to view trust fund board grant amendment documentation.			Y		

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	393.2	An authorized role must be able to maintain trust fund board grant amendment documentation.			Y		
Recreation Passport Conversion Requirements							
	394.0	The system must store recreation passport DNR Director amendment documentation.			Y		
	394.1	An authorized role must be able to view recreation passport amendment documentation from the DNR Director.			Y		
	394.2	An authorized role must be able to maintain recreation passport amendment documentation from the DNR Director			Y		
Federal Billing Requirements							

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1	395.0	<p>The system must store data elements to be used to compile Federal billing reports, including, but not limited to the following:</p> <ul style="list-style-type: none"> • Appropriation Year • Project Number • Prior Year Payment for Grant Payment • Fiscal Year Payment for Grant Payment • Prior Year Payment for Indirect Payment • Fiscal Year Payment for Indirect Payment • Prior Year Payment for Audit Payment • Fiscal Year Payment for Audit Payment • Total • Invoice Number • Grantee • Billing Number • EFT# • Reverted Amount (unearned amount on a final pmt) 			Y		
2	395.1	An authorized role must be able to view data elements used to compile Federal billing reports.			Y		

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3	395.2	An authorized role must be able to maintain data elements used to compile Federal billing reports.			Y		
4	396.0	The system must be able to export pre-determined financial data elements.			Y		
5	397.0	The system must store the date an specified expenditure was billed.			Y		
6	397.1	An authorized role must be able to view the date an specified expenditure was billed.			Y		
7	398.0	The system must store the NPS reference number for a specified expenditure.			Y		
8	398.1	An authorized role must be able to view a reference number assigned to a specified expenditure.			Y		
9	399.0	The system must be able to generate National Park Service billing reports.			Y		
10	399.1	The system must be able to compile a report for NPS billing for pass-through funding.			Y		
11	399.1.1	An authorized role must be able to view a report compiled for NPS billing for pass-through funding.			Y		

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12	399.2	An authorized role must be able to view reports provided to the National Park Service.			Y		
13	400.0	The system must store expenditure information that have not been paid out, but have been earned.			Y		
14	400.1	An authorized role must be able to view expenditure information that has not been cash paid out, but has been earned.			Y		
15	400.2	An authorized role must be able to maintain expenditure information that has not been cash paid out, but has been earned.			Y		
	400.3	An authorized role must be able to include non-paid expenditures on a billing report to NPS.			Y		
16	401.0	The system must store a control number that links the billing payment to a local unit of government.			Y		
17	401.1	An authorized role must be able to view a control number assigned to a billing payment.			Y		
18	402.0	The system must be able to compile a progress report for NPS.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
19	402.1	An authorized role must be able to create a progress report for one or more active NPS-funded projects.			Y		
20	402.2	An authorized role must be able to view a progress report.			Y		
21	402.3	An authorized role must be able to maintain progress reports.			Y		
22	403.0	The system must be able to compile a final inspection report for NPS.			Y		
23	403.1	An authorized role must be able to create a final inspection report.			Y		
24	403.2	An authorized role must be able to view a final inspection report.			Y		
25	403.3	An authorized role must be able to maintain final inspection reports.			Y		
Financial Appropriations Requirements							
1.	404.0	An authorized role must be able to view funding awarded for state and local units of government for recreation grant projects in total and by project, including uncommitted funds.			Y		
2.	405.0	The system must be able to move unused funding on closed projects to "uncommitted".			Y		
3.	405.1	An authorized role must be able to lapse uncommitted funding.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
4.	405.2	The system must track lapsed funding.			Y		
5.	405.2.1	The system must be able to track lapsed funding based on a specified appropriation.			Y		
6.	405.2.2.1	An authorized role must be able to indicate the lapsed amount of funds on a specified project.			Y		
7.	405.2.2.2	An authorized role must be able to view lapsed funding, by project and in total for a fiscal year.			Y		
8.	405.2.2.3	An authorized role must be able to update lapsed funding.			Y		
9.	405.2.2.4	An authorized role must be able to delete lapsed funding.			Y		
10.	405.2.2.5	An authorized role must be able to enter information indicating that a specified amount, which can be equal to or less than the specified lapsed amount for a project, will be returned to the project budget.			Y		
11.	405.3	The system must track funding withdrawn on withdrawn projects.			Y		
12.	405.3.1	An authorized role must be able to view funding on withdrawn projects.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
13.	405.3.2	An authorized role must be able to update funding on withdrawn projects.			Y		
14.	405.3.3	An authorized role must be able to delete funding on withdrawn projects.			Y		
15.	406.0	The system must be able to provide a summary list of all projects approved to be funded by a Public Act (PA).			Y		
16.	406.1	The system must be able to store a separate appropriation for each PA project.			Y		
17.	406.2	An authorized role must be able to view a summary list of all projects funded by a Public Act (PA).			Y		
18.	407.0	The system must be able to store grant specific details by project number.			Y		
19.	407.1	The system must store a grant number which identifies a program and application number made up, but not limited to a year and three digits.			Y		
20.	407.1.1	An authorized role must be able to view grant project specific details by project number.			Y		
21.	407.2	The system must be able to generate a grant number.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
22.	408.0	The system must be able to store a MAIN project number.			Y		
23.	408.1	The system must store a MAIN project number which is made up, but not limited to six digits.			Y		
24.	408.1.1	An authorized role must be able to view a MAIN project number.			Y		
25.	408.2	The system must be able to generate a MAIN project number.			Y		
26.	408.3	The system must store a template for MAIN project numbers.			Y		
27.	408.3.1	An authorized role must be able to create a template for the MAIN Profiles – Project Number Request form.			Y		
28.	409.0	The system must be able to track each time a payment is made for a specified grant.			Y		
29.	410.0	The system must be able to interface with MiDB to import warrant numbers for a grant project, matched on project number.			Y		
30.	411.0	An authorized role must be able to enter the voucher number for a project number.			Y		
31.	412.0	The system must be able to track a direct purchase order (DPO).			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
32.	412.1	An authorized role must be able to view a DPO.			Y		
33.	412.2	An authorized role must be able to monitor a DPO.			Y		
34.	413.0	The system must be able to store grant payment release information.			Y		
35.	413.1	An authorized role must be able to view grant payment release information.			Y		
36.	413.2	An authorized role must be able to maintain grant payment release information.			Y		
37.	414.0	The system must be able to store a grant project warrant number.			Y		
38.	414.1	The system must be able to self populate a warrant number upon request within the grant project via the MiDB download.			Y		
39.	414.1.1	An authorized role must be able to view a grant project warrant number.			Y		
40.	414.1.2	The system must be able to link a warrant number to a voucher number via the MiDB download.			Y		
41.	415.0	The system must be able to track reconciled funding.			Y		
42.	416.0	The system must retain grant project historical financial data.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
43.	416.1	An authorized role must be able to view grant project historical financial data.			Y		
44.	416.2	An authorized role must be able to maintain grant project historical financial data.			Y		
45.	417.0	The system must store the financial amount requested on a grant application.			Y		
46.	417.1	An authorized role must be able to view the financial amount requested on a grant application.			Y		
47.	418.0	The system must store the grant project funding amount.			Y		
48.	418.1	An authorized role must be able to view grant project funding amount.			Y		
49.	419.0	The system must be able to provide an interactive summary view of all the projects for a given project PA.			Y		
50.	419.1	An authorized role must be able to view projects for a given PA.			Y		
51.	420.0	The system must store Trust Fund grant projects in approval order.			Y		
52.	421.0	The system must be able to auto-populate the project number.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
53.	422.0	<p>The system must store, but is not limited to storing, the following financial details for a DNR grant project:</p> <ul style="list-style-type: none"> • Date Payment was Made • Voucher Number • Project Name • Sponsor/Grantee that Check was cut for • County • Project Number • Grant Amount • Contract Award • Grant-In-Aid • Expenditures to Date • Balance • Reimbursement Request Number • Date Reimbursement Request Received • Date Reimbursement Request Reviewed • Expenses Submitted by Reimbursement Request • Partial versus Financial Reimbursement Request • Payment Number • Audit Amount Withheld • Acres Purchased • Submissions <ul style="list-style-type: none"> ○ Built ○ Photo of Sign ○ Inspection 			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
54.	422.1	An authorized role must be able to view a reimbursement request within the financial details for a DNR grant project.			Y		
55.	422.2	An authorized role must be able to add financial details for a DNR grant project.			Y		
56.	422.3	An authorized role must be able to update financial details for a DNR grant project.			Y		
57.	422.4	An authorized role must be able to delete financial details for a DNR grant project.			Y		
58.	423.0	The system must be able to track funding that did not reconcile.			Y		
59.	424.0	The system must be able to reconcile an amount based on the project number and voucher number.			Y		
60.	424.1	The system must track financial funding that was not reconciled and place in an exception file.			Y		
61.	424.2	The system must be able to interface with MIDB to extract the following: <ul style="list-style-type: none"> • Project Number • Voucher Number • Date • Amount 			Y		
Data Migration Requirements							

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	425.0	The system must include a data schema to support the migration of all data in the GCCS system, currently maintained in SQL-Server 2008, containing 110 tables.			Y		
	425.1	The supported data schema must maintain data relationships between the following GCCS data entities and Active Projects.			Y		
	425.1.1	Project Information is actively used in the Active Projects module in GCCS.			Y		
	425.1.2	Agreement/Match Information, including agreement dates and amendments, is actively used in the Active Projects module in GCCS.			Y		
	425.1.3	Location information is actively used in the Active Projects module in GCCS.			Y		
	425.1.4	Scope information is actively used in the Active Projects module in GCCS.			Y		
	425.1.5	Plans and specification information, including PR-1911 and Prime Professional, is actively used in the Active Projects module in GCCS.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	425.1.6	Appraisal information, including 40-year title search, due diligence and non-recreation uses, is actively used in the Active Projects module in GCCS for acquisition projects only.			Y		
	425.1.7	Correspondence information is actively used in the Active Projects module in GCCS.			Y		
	425.1.8	Payment information, including audits and inspections, is actively used in the Active Projects module in GCCS.			Y		
	425.1.9	Project Information is actively used in the Applications module in GCCS.			Y		
	425.1.10	Project Notes is not actively used in the Applications module in GCCS and does not need to be migrated.			Y		
	425.2	The supported data schema must maintain data relationships between the following GCCS data entities and Applications.			Y		
	425.2.1	Program Information is actively used in the Application module in GCCS.			Y		
	425.2.2	Scope Information, including total project cost, is actively used in the Application module in GCCS.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	425.2.3	Parcel Information is actively used in the Application module in GCCS for acquisition grants only.			Y		
	425.2.4	Applicant Information, including LUG median household income and community population, is actively used in the Application module in GCCS.			Y		
	425.2.5	Application Notes is not actively used in the Applications module in GCCS and does not need to be migrated.			Y		
	425.3	The supported data schema must maintain data relationships between the existing approximately 2,000 Application table records and 5,000 Project table records.			Y		
	426.0	The system must include a data schema to support the migration of all data in the Legacy Grants Recreation System, containing approximately 189 tables.			Y		
	426.1	The supported data schema must maintain data relationships between the existing approximately 10,000 records in the main table.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	427.0	The system must include a data schema to support the migration of all appropriation data, currently stored and maintained in MS-Excel 2010.			Y		
	427.1	The supported data schema must maintain data relationships and calculations for information between the existing approximately 71 spreadsheets.			Y		
	428.0	Project number format standardization must occur prior to data migration			Y		
	428.1	Data cleansing for project number must occur prior to data migration.			Y		
	429.0	The system must include a data schema to support the migration of all federal information for LWCF grants.			Y		
Backfile Conversion Requirements							
	430.0	The system must have the ability to integrate with a designated scanning tool for the conversion of paper documents to electronic files			Y		
	430.1	The system must be able to receive scanned documents in one or more designated file formats.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	430.2	The system must be able to store documents that are electronically scanned.			Y		
	430.3	An authorized role must be able to relate an electronic document to one or more specified indexes.			Y		
	430.3.1	An authorized role must be able to index a converted document as a Project Agreement.			Y		
	430.3.2	An authorized role must be able to index a converted document as Correspondence.			Y		
	430.3.3	An authorized role must be able to index a converted document as a Location Map.			Y		
	430.3.4	An authorized role must be able to index a converted document as a Boundary Map.			Y		
	430.3.5	An authorized role must be able to index a converted document as an Application.			Y		
	430.3.6	An authorized role must be able to index a converted document as Financial.			Y		
	430.3.7	An authorized role must be able to index a converted document as Inspection.			Y		
	430.3.8	An authorized role must be able to index a converted document as Post-Completion.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	430.3.9	An authorized role must be able to index a converted document as a Conversion.			Y		
	430.3.10	An authorized role must be able to index a document by one or more keywords.			Y		
	430.4	An authorized role must be able to view scanned documentation.			Y		
	430.4.1	An authorized role must be able to view more than one digital image associated with one or more indexes at a time.			Y		
	431.0	An authorized role must be able to view scanned documentation based on query results of data elements specified as keywords or criteria for document indexing.			Y		
	431.1	An authorized role must be able to view one or more scanned images based on year.			Y		
	431.2	An authorized role must be able to view one or more scanned images based on project status.			Y		
	431.2.1	An authorized role must be able to view a list of projects with available values based on maintained system logic.			Y		
	431.3	An authorized role must be able to view one or more scanned images based on project name.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	431.4	An authorized role must be able to view one or more scanned images based on county.			Y		
	431.4	An authorized role must be able to view one or more scanned images based on project number.			Y		
	431.5	An authorized role must be able to view one or more scanned images based on grantee.			Y		
	431.6	An authorized role must be able to view one or more scanned images based on funding source.			Y		
	432.0	An authorized role must be able to perform a search within electronic documents based on county and local unit of government.			Y		
	433.0	An authorized role must be able to maintain document index data elements.			Y		
	433.1	An authorized role must be able to add a document index from an existing data element.			Y		
	433.2	An authorized role must be able to remove an index from the list of available indexes.			Y		
	433.3	An authorized role must be able to remove an index from a document.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	434.0	The system must store digital images in .pdf format or other pre-determined designated format for electronic documents.			Y		
Technical Constraints Requirements							
1	435.0	The system must meet Enterprise Automation (EA) assessment standards. (EA Assessment Worksheet version 2.6)			Y		
2	436.0	The system must be based on SQL 2008 technology, or the vendor must provide a total cost for new solution technology, including training and knowledge transfer.					
3	437.0	The system must be able to reside within the State of Michigan network.			Y		
4	437.1	The State of Michigan will provide internal support for hosting the integrated solution within the state network.			Y		
5	438.0	The system be written in .net or the vendor must provide a total cost for new solution technology, including training and knowledge transfer.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
6	439.0	The integrated solution must meet State of Michigan public access standards based on the web content accessibility guidelines. http://www.w3.org/TR/WAI-WEBCONTENT			Y		
7	440.0	The system must be able to operate in a State of Michigan secure environment with a Zone 2 level of security for internet and intranet content.			Y		
8	441.0	The system must comply with EA workflow standards. (EA Assessment Worksheet version 2.6)			Y		
9	441.1	The system must be able to integrate with FileNet P8 4.51 workflow or HPTrim workflow products, or the vendor must provide a total cost for new solution technology, including training and knowledge transfer.			Y		
10	442.0	The system must integrate an EA-approved document management system.			Y		
11	443.0	The system must comply with the Michigan Cyber Security (MCS) standards. (http://www.michigan.gov/cybersecurity)			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	Mandatory (M) Expected (E) Optional (O)	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
12	444.0	The integrated solution must support mobile web application accessibility.					
13	444.1	Mobile web application must run on mobile operating systems, including, but not limited to, iOS and android mobile technology operating systems.					
14	445.0	The integrated solution must comply with secure exchange of data between systems/entities.			Y		
15	446.0	A GIS component in the system must leverage the State of Michigan Geographic Information System solution and framework, or the vendor must provide a total cost of ownership for a proposed alternative.			Y		
16	447.0	The integrated solution must follow State of Michigan file size standards.			Y		

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 6
 to
CONTRACT NO. 071B1300072
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Agate Software 2214 University Park Drive, Suite 102 Okemos, MI 48865	Mark Epolito	mepolito@agatesoftware.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 336-2511	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB			
BUYER	DTMB	Whitnie Zuker	517-284-7030	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Intelligrants Software Maintenance and Support			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/1/2010	9/30/2015	5 One-Year	9/30/2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	N/A	9/30/2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$8,768,022.50		

Effective November 18, 2014, the attached statement of work and vendor proposal are incorporated into the contract to memorialize work to be done on behalf of the Department of Human Services (DHS) Michigan Domestic Violence Prevention and Treatment Board (MDVPTB). See prior contract change #1, page 14 of 29, FY 2015 – Additional Services. A purchase order for this amount will be sent separately. All other terms, conditions, pricing and specifications remain the same. Per agency and contractor agreement and DTMB Procurement approval.



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

Project Title: Agate additional services	Period of Coverage: 11/24/14 - 9/30/15
Requesting Department: DTMB/DHS	Date: 11/18/14
Agency Project Manager: Julie Giddings	Phone: 241-7280
DTMB Project Manager: Duane Kerkstra	Phone: 517-331-5354

Brief Description of Services to be provided:

BACKGROUND:

The Department of Human Services (DHS) and the Department of Technology, Management, and Budget (DTMB) are requesting a PO release from the contract # 071B1300072 with Agate Software Inc. for additional services on the IntelliGrants-based system currently in use by MDVPTB. Previously, contract change notice #1, page 14 of 29, under FY 2015 additional services was processed which allows for these enhancement services.

PROJECT OBJECTIVE:

The objective of this SOW is to perform enhancement services on the IntelliGrants-based system currently in use by MDVPTB to align with new State and Federal regulations for FY15. The programs within IntelliGrants that shall be updated include:

1. Sexual Assault (SA)
2. Sexual Assault Nurse Examiners (SANE)
3. Transitional Supporting Housing (TSH)
4. Domestic Violence Emergency Shelter (DVES)

SCOPE OF WORK:

The following tasks are being requested by MDVPTB and are considered in-scope for this project:

System Enhancements

Update SA, SANE, THS and DVES Contract Templates for FY 15

o Tasks to be performed:

- Design documentation
 - Includes creating documentation that includes detailed descriptions of the functionality that shall be included in the FY contract templates. Requires review and approval by MDVPTB.
- Configuration
 - Includes performing configuration of the FY 15 contract templates as described in the approved design documentation
- Testing
 - Includes Agate performing testing of the FY15 contract templates to ensure they function as described in the approved design documentation.

Create SA, SANE, THS and DVES Expenditure Reports for FY 15

o Tasks to be performed:

- Design documentation
 - Includes creating documentation that includes detailed descriptions of the functionality that shall be included in the FY 15 expenditure reports. Requires review and approval by MDVPTB.
- Configuration
 - Includes performing configuration of the FY 15 expenditure reports as described in the approved design documentation.
- Testing
 - Includes Agate performing testing of the FY15 expenditure reports to ensure they function as described in the approved design documentation.

Update Expenditure/Activity Report Functionality for FY15

o Tasks to be performed:

- Design documentation
 - Includes creating documentation that includes detailed descriptions of the expenditure/activity report functionality for FY15. Requires review and approval by MDVPTB.
- Configuration
 - Includes performing configuration of the expenditure/activity report functionality for FY15 as described in the approved design documentation.
- Testing
 - Includes Agate performing testing of expenditure/activity report functionality for FY15 to it is performing as described in the approved design documentation.

DELIVERABLES:

Deliverables will not be considered complete until the Agency and DTMB Project Managers have formally accepted them. Deliverables for this project include:

1. Update SA, SANE, THS and DVES Contract Templates for FY 15
2. Create SA, SANE, THS and DVES Expenditure Reports for FY 15
3. Update Expenditure/Activity Report Functionality for FY15

ACCEPTANCE CRITERIA: completion of deliverables

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

These enhancements will be completed within 90 hours at \$100.00 per hour not to exceed \$9000.00. Payment will be made on a time and materials basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Julie Giddings
DHS
Grand Tower
235 S Grand Ave
Lansing, MI 48909
241-7280
Giddingsj@michigan.gov

The designated DTMB Project Manager is:

Duane Kerkstra
DTMB
Grand Tower
235 S Grand Ave
Lansing, MI 48909
517-599-4881
KerkstraD@michigan.gov

AGENCY RESPONSIBILITIES: Reserved

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at 235 S Grand Ave in Lansing, Michigan or remotely

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This purchase order is a release from Contract Number 071B1300072. This purchase order, statement of work, and the terms and conditions of Contract Number 071B1300072 constitute the entire agreement between the State and the Contractor.

November 18, 2014

***Michigan Domestic Violence Prevention and Treatment Board
(MDVPTB)***

***Agate Software, Inc.
Statement of Work***

**Mark Epolito
IntelliGrants Solutions**

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Project Information

Background

The Michigan Domestic Violence Prevention and Treatment Board (MDVPTB) was established within the Michigan Family Independence Agency (now known as the Department of Human Services) in 1978 by state legislation that created a Governor-appointed Board responsible for focusing state activity on domestic violence. The Board administers state and federal funding for domestic violence shelters and advocacy services, develops and recommends policy, and develops and provides technical assistance and training.

MDVPTB administers multiple programs focused on distributing state and federal funding to organizations throughout the state of Michigan. MDVPTB is required to capture and report detailed information associated with the programs that they administer. This reporting includes monthly and quarterly reporting from sub-recipients along with consolidated reporting from MDVPTB to state and federal funding sources.

Project Objective

The objective of this SOW is to perform enhancement services on the IntelliGrants-based system currently in use by MDVPTB to align with new State and Federal regulations for FY15. The programs within IntelliGrants that shall be updated include:

1. Sexual Assault (SA)
2. Sexual Assault Nurse Examiners (SANE)
3. Transitional Supporting Housing (TSH)
4. Domestic Violence Emergency Shelter (DVES)



In-Scope Items

The following tasks were requested by MDVPTB and are considered in-scope for this project:

System Enhancements

1. Update SA, SANE, THS and DVES Contract Templates for FY 15
 - Tasks to be performed:
 - Design documentation
 - Includes creating documentation that includes detailed descriptions of the functionality that shall be included in the FY contract templates. Requires review and approval by MDVPTB.
 - Configuration
 - Includes performing configuration of the FY 15 contract templates as described in the approved design documentation
 - Testing
 - Includes Agate performing testing of the FY15 contract templates to ensure they function as described in the approved design documentation.
 - Cost Estimate - \$3,000

2. Create SA, SANE, THS and DVES Expenditure Reports for FY 15
 - Tasks to be performed:
 - Design documentation
 - Includes creating documentation that includes detailed descriptions of the functionality that shall be included in the FY 15 expenditure reports. Requires review and approval by MDVPTB.
 - Configuration
 - Includes performing configuration of the FY 15 expenditure reports as described in the approved design documentation.
 - Testing
 - Includes Agate performing testing of the FY15 expenditure reports to ensure they function as described in the approved design documentation.



- o Cost Estimate - \$3,000

3. Update Expenditure/Activity Report Functionality for FY15

- o Tasks to be performed:
 - Design documentation
 - Includes creating documentation that includes detailed descriptions of the expenditure/activity report functionality for FY15. Requires review and approval by MDVPTB.
 - Configuration
 - Includes performing configuration of the expenditure/activity report functionality for FY15 as described in the approved design documentation.
 - Testing
 - Includes Agate performing testing of expenditure/activity report functionality for FY15 to it is performing as described in the approved design documentation.
- o Cost Estimate - \$3,000

Billing

These enhancements will be completed within 90 hours at \$100/hr not to exceed \$9,000. Billing shall take place in accordance with the terms and conditions of contract 071B1300072. Payment terms are net 45 days from issuance of approved invoices. Invoices for are to be issued on the 1st of each month.

Travel and Expenses

Travel and expenses are not reimbursable under the terms of this agreement.



STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

December 10, 2013

CHANGE NOTICE NO. 5
 to
CONTRACT NO. 071B1300072
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Agate Software 2214 University Park Drive, Suite 102 Okemos, MI 48865	Mark Epolito	mepolito@agatesoftware.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 336-2511	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	517-335-4067	SuskaB2@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-335-5306	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Intelligrants Software Maintenance and Support			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/1/2010	9/30/2015	5 One-Year	9/30/2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	N/A	9/30/2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$8,768,022.50		

Effective immediately, contract is amended to detail that the contractor will perform maintenance, support and enhancements on an as needed basis at the fixed firm rate of \$100.00 per hour. It is understood that the State and Contractor will stay within the cost limits of the already established cost tables. Please also note that the buyer has been changed to Whitnie Zuker. All other terms, conditions, pricing and specifications remain the same. Per agency and vendor agreement and DTMB Procurement

approval.

CHANGE NOTICE NO. 5

to

CONTRACT NO. 071B1300072

Agate shall perform maintenance, support and enhancement tasks for current implementations on an as-needed basis at the rate of \$100.00 per hour. Maintenance and support tasks include services required to ensure implementations function properly, periodic system updates and helpdesk available from 8:00 am – 8:00 pm EST M-F. Enhancements for current implementations include tasks required to ensure systems meet State policy requirements, Federal regulations, new technology requests and integrations requirements. All tasks performed on current implementations shall include an electronic record of the following information:

Request Submission

- SOM requestor's name and contact information
- Time and date of request
- Full description of desired outcome

Acknowledgment of Receipt

- Agate project lead's name and contact information
- Time and date of receipt
- Time estimate for completion

Invoicing

- Time and date of work starting
- Time and date of work completion
- Name of resource performing work
- Description of work performed
- Each charged request and total cost will be clearly defined and separated as Maintenance or Enhancement

Agate offers ProjecTrax as a free, online task tracking system available to current implementations for project management purposes but will defer to the individual each agency PM on the electronic system to be used for tracking the steps above.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

September 13, 2013

CHANGE NOTICE NO. 4
 to
CONTRACT NO. 071B1300072
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Agate Software 2214 University Park Drive, Suite 102 Okemos, MI 48865	Mark Epolito	mepolito@agatesoftware.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 336-2511	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	(517) 335-4067	SuskaB2@michigan.gov
BUYER	DTMB	Steve Motz	(517) 241-3215	MotzS@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Intelligrants Software Maintenance and Support			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/1/2010	9/30/2015	5 One-Year	9/30/2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	N/A	9/30/2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$253,280.00		\$8,768,022.50		
Effective September 13, 2013, this Contract is amended to ADD \$253,280.00 per DTMB Procurement and the agency (Michigan State Police). Per Administrative Board Approval on September 13, 2013.				
All other terms, conditions, specifications and pricing remain unchanged.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

July 22, 2013

CHANGE NOTICE NO. 3
 to
CONTRACT NO. 071B1300072
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Agate Software 2214 University Park Drive, Suite 102 Okemos, MI 48865	Mark Epolito	mepolito@agatesoftware.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 336-2511	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	(517) 335-4067	SuskaB2@michigan.gov
BUYER	DTMB	Steve Motz	(517) 241-3215	MotzS@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Intelligrants Software Maintenance and Support			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/1/2010	9/30/2015	5 One-Year	9/30/2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	N/A	9/30/2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$513,720.00		\$8,514,742.50		

Effective immediately this contract is INCREASED by \$513,720.00 to include the New Work as described in the attached Statement of work and appendices for the replacement of the Department of Natural Resources (DNR) Grant Management System (GMS). Per Administrative Board Approval on July 9, 2013.

All other terms, conditions, specifications and pricing remain unchanged.

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1.000 PROJECT IDENTIFICATION

1.001 PROJECT REQUEST

The State of Michigan (State), through the Department of Technology, Management and Budget (DTMB) in partnership with the Department of Natural Resources (DNR) issued this Change Notice to Contract #071B1300072 with Agate Software, Inc. (Contractor) to install, configure, modify, license, and support a Commercial Off The Shelf (COTS) application titled "IntelliGrants" to replace a legacy application known as the Grants Management System (GMS). Collectively the software assembled and configured to satisfy the requirements of this solicitation will be referred to as the "Solution". In the context of this document contract #071B1300072 will be referred to as the "Master Contract"; this document with the attached appendices will collectively be referred to as the "Contract Amendment".

The Solution Will:

- Be installed and configured to operate from State servers, network devices, and support equipment generally referred to as the Enterprise.
- Be governed by a State contract which authorizes DNR and its clients to use the Solution, provides a mechanism for DNR to receive support, and manages changes during the life of the contract
- Be turn-key with the Contractor providing:
 - The Solution with all changes in place and fully tested
 - Provide resources to guide and assist the State with the installation and support of the Solution
 - A Solution that adheres to State policies and standards

The Solution must be operational and available to DNR staff no later than December 3, 2013.

1.002 BACKGROUND

General

DNR is responsible for the stewardship of Michigan's natural resources and provisioning outdoor recreational opportunities. In addition, the department is committed to the conservation, protection, management, use, and enjoyment of the state's natural and cultural resources for current and future generations.

The following DNR priorities add focus and clarity to the department's vision.

- Renewing Emphasis on Customer Service
- Building Strong Support for the Recreation Passport
- Increasing Resident/Visitor Participation in Outdoor Recreation and Stopping the Decline in Hunting & Fishing
- Fostering the Growth of Michigan's Natural Resource-Based Economy

Grants

DNR is entrusted to award and administer grants from the Michigan Natural Resources Trust Fund (MNRTF), Land and Water Conservation Fund (LWCF), Recreation Bond Fund (BF), Clean Michigan Initiative (CMI), Recreation Passport Grants (RP), and the Dam Management Grant Program (DMGP). The total number of active and closed grants from the above funding sources is equal to four thousand eight hundred (4800).

Summarized Key Characteristics of GMS

- GMS was implemented in 1995 and has been upgraded twice
- GMS supports data entry, lookup, and reporting
- GMS data is stored in an MS SQL2008 data base
- GMS architecture is client-server leveraging MS Access as the front end

Goals and Business Objectives

As some of the components of GMS are at end of life, DNR desires to replace this application with a solution whose functions may be generally described as follows.

- Tracks the status and achievements of all grants efficiently
- Aids in the administration of active projects
- Provides robust reporting to satisfy Legislature, LWCF, RP and MNRTF reporting requirements
- Aids the Michigan Natural Resources Trust Fund board and local units of government in the scoring of new applications
- Is configurable in order to permit the addition of new programs and/or grants in the future
- Supports work flow

Manages and supports electronic submissions and the storage of electronic documents
Supports and complies with State audit and accounting standards

1.100 SCOPE OF WORK AND DELIVERABLES

1.101 IN SCOPE

1.101.1 SOFTWARE

The Contractor is responsible to deliver a Grants Management Solution configured and optionally modified to satisfy the requirements of this Contract Amendment.

1.101.2 DATA MIGRATION

The Contractor is responsible for architecting, planning, and migrating data from the current GMS solution. The Contractor may assume the State is generally agreeable to assisting with this effort.

1.101.3 DATA INTEGRATION

The Contractor is responsible for architecting, planning, and implementing all data integrations.

1.101.4 TRAINING

The Contractor is responsible for creating a training plan and executing training to bring identified resources to a level of competence which insures successful use of the Solution.

1.101.5 DOCUMENTATION

The Contractor is responsible for delivering documentation to be used as a reference in the use of the Solution and technical documentation to be used in keeping the Solution operational and available in the Enterprise.

1.101.6 PROJECT MANAGEMENT

The Contractor is responsible for delivering this project on time and within budget. The Contractor will assist the State identified Project Manager and DNR Project Coordinator in the execution of tasks, reporting of status, the identification of risks and issues, the resolution defects, and completing other project assignments.

1.101.7 MAINTENANCE AND SUPPORT

The Contractor represents and warrants that deliverables, after Final Acceptance, will perform and operate within compliance of the requirements and standards contained in or referenced by the Contract Amendment. Maintenance and support responsibilities include help desk and on-site technical assistance.

1.102 OUT OF SCOPE

- Maintenance and support of the existing GMS system
- Hosting of the Solution

1.103 ENVIRONMENT

The links below provide information on the following.

1. State's information technology (IT) policies

- Security policy and procedures
- IT strategic plan
- eMichigan web development standards
- State Unified Information Technology Environment (SUITE) standards

It is important to note the State has methods, policies, standards and procedures which are the culmination of years of refinement and the Contractor is expected to provide a solution which conforms to State IT policies and standards. All services and products provided as a result of this solicitation must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links below.

1.103.1 ENTERPRISE IT POLICIES, STANDARDS AND PROCEDURES

<http://www.michigan.gov/dmb/0,1607,7-150-56355-107739--,00.html>

All software and hardware items provided by the Contractor must run on and be compatible with the DTMB Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced

as the result of the Contract Amendment. Therefore, non-standard development tools may not be used unless approved by DTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The DTMB Project Manager (PM) 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.

1.103.2 ENTERPRISE IT SECURITY POLICY AND PROCEDURES

- http://www.michigan.gov/documents/dmb/1310_183772_7.pdf
- http://www.michigan.gov/documents/dmb/1310.02_183775_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/1340_193162_7.pdf
- http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf

1.103.3 THE STATE'S SECURITY ENVIRONMENT INCLUDES

- DTMB Single Login ¹
- DTMB provided SQL security database.
- Secured Socket Layers.
- SecureID (State Security Standard for external network access and high risk Web systems)

¹ DTMB may require that its single - login security environment be used for all new client-server software development. Where software is being converted from an existing package, or a client-server application is being purchased, the security mechanism must be approved in writing by the State's Project Manager and DTMB Office of Enterprise Security.

Any additional Agency specific security requirements above and beyond the enterprise requirements and standard terms will be noted as part of the Agency Specific Technical Environment or Appendix A.

1.103.4 IT STRATEGIC PLAN

- <http://www.michigan.gov/itstrategicplan>

1.103.5 IT MICHIGAN WEB DEVELOPMENT STANDARD TOOLS

- http://www.michigan.gov/documents/som/Look_and_Feel_Standards_302051_7.pdf

1.103.6 AGENCY SPECIFIC TECHNICAL ENVIRONMENT

A catalog of currently available hardware may be viewed at the following link.

- <http://www.michigan.gov/dmb/0,1607,7-150-56355-108231--,00.html>

The Contractor may assume the State environment for application deployment includes a "Development", "QA/Test", and "Production" server environment. Changes to the Production environment must be fully tested in QA and approved by the State's change control board.

The Contractor should be mindful that solutions which serve the State and the public must operate from two different DMZ zones.

At a high level the agency technical environment may be described as follows.

Hardware Listing

Servers

- Dell
- HP

Desktop

- Dell
- HP

Mobile

- Apple
- Blackberry

Operating Systems

Server

- Windows 2008 R2

Desktop

- XP/Windows 7

Mobile/Tablets

- OS of support device

Desktop Workstations

Dell

HP

Software Listing

MS 2010/365 Suite

Agency specific applications

Database

MS SQL 2008

Network

Private IP

Firewall

Locations

State

Capacity Projections

Daily grant activities of 15 fulltime State staff

Browser

IE 8

Other systems/applications requiring integration

Any recommended dependent subsystems such as Document Management

Any recommended dependent actions such as document scanning

1.103.7 SOLUTION ASSESSMENT

The Contractor will complete an EA Solution Assessment as requested by the State.

1.103.8 STATE UNIFIED INFORMATION TECHNOLOGY ENVIRONMENT (SUITE)

The effort following the Contract Amendment award will be managed as a project using SUITE.

<http://www.michigan.gov/suite>

The contractor will assist the PM in the creation and maintenance of project artifacts which includes but is not limited to the project schedule, project plan, risks and issues, and the reporting of status.

At a minimum, assume the project will contain the following SUITE PMM milestones.

Initiation

Planning

Execution and Control

Closeout

1.104 WORK AND DELIVERABLES

This bid presents a unique opportunity to partner with the State to provide a long term Solution resulting in a high level of customer satisfaction through a positive grant experience. The Contractor will do all things necessary to complete all deliverables and associated tasks as planned in order to meet the terms and conditions of the Master Contract as amended by the Contract Amendment.

1.104.1 Software Maintenance and Support

1.104.1.1 SYSTEM MAINTENANCE

Refer to Master Contract.

1.104.1.2 HELP DESK SUPPORT

Refer to Master Contract.

1.104.1.3 ADAPTIVE AND PREVENTIVE MAINTENANCE

Refer to Master Contract.

1.104.1.4 PERFORMANCE MAINTENANCE

Refer to Master Contract.

1.104.1.5 DOCUMENTATION UPDATES

Refer to Master Contract.

1.104.2 Application Development for Future Enhancements

Refer to Master Contract.

1.104.3 Application Development for New Grant Implementations

Refer to Master Contract

1.104.4 Hosting Requirements

See 1.102, out of scope.

1.104.5 Implementation to Contractor Hosted Environment

See 1.102, out of scope.

1.104.6 Solution Narrative

The Contractor shall consider all components and their dependencies in the preparation of the narrative. The Contractor shall provide responses to the sections below, keeping in mind the proposed Solution must satisfy the terms and conditions of the Master Contract and the requirements of the Contract Amendment.

1.104.6.1 SOLUTION AND APPROACH OVERVIEW

1.104.6.1	Contractors Solution and Approach
Identify which of the above options best describes your solution. Provide a narrative describing your proposed solution and approach. Describe how your solution will provide a positive intuitive user experience for both customers and State staff. In addition to the above required items, please provide any additional relevant information on your approach to this section. Pay particular attention to how the Solution/approach satisfies requirements.	
Contractor Response:	

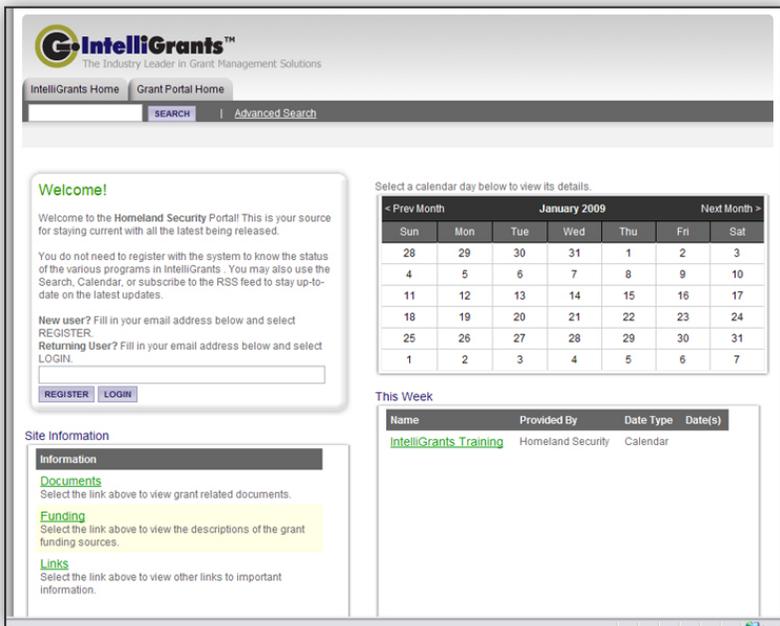
Option 2 best describes Agate's approach/solution. Agate plans to modify and/or configure a fully operational internally developed Solution currently used by other customers for DNR.

Agate's proposed solution is to use our Grants Management product, IntelliGrants. With this product, Agate uses an 80/20 approach in which 80% of the IntelliGrants core program is considered off-the-shelf. The remaining 20% of the system is configured around the unique workflows, applications, forms, reports and security roles for DNR. The Annual Support contract includes quarterly global updates and development initiatives completed by Agate Software, which affects all clients on the IntelliGrants platform. This also includes weekly pushes (if needed) for patches and services packs provided by third party vendors in upgrading the web server or database server hardware/software on which the system is installed.

IntelliGrants represents a framework for grant management administration that has been continuously improved upon over the past 14 years. The core functionality of IntelliGrants incorporates a web-based interface that allows data capture through DNR specific forms, 24/7 access, configurable workflows, communication tools, as well as powerful and flexible reporting. IntelliGrants utilizes an 80/20 model, which allows Agate Software to leverage

proven core functionality combined with precise configuration to meet the needs of DNR. The diagram below represents the 80/20 implementation model. The items included in green represent 80% of the core structure and functionality of the IntelliGrants system. The items in orange represent the remaining 20% of the system, configured specifically around the form sets, workflows, business rules, reviews, financials, and reports needed for DNR.

The items below represent a project implementation approach that has been refined through working with over 50 state agencies over more than a decade. Collectively, the items below result in a process that addresses the overall project management for the tasks under for this project, including the day-to-day activities.



Work Plan (High Level Overview)

The following description outlines Agate Software's installation and implementation methodology for the high-level work plan. Agate Software uses an iterative approach to manage project implementations. The iterative approach is used over a waterfall approach based on Agate Software's high success rate of implementations and our client satisfaction received from prior grant management implementations. Our project methodologies are tailored based on the requirements of each individual project, but the principles used to derive each project methodology are consistent. The project needs dictate the implementation approach.

Agate Software integrates industry best practices for application development, tracking, and review. This process was developed and refined using numerous years of project management expertise as a foundation and by using the Project Management Institute (PMI), Project Management Body of Knowledge (PMBOK), Software Engineering Institute (SEI), and Capability Maturity Model (SEI-CMM) as the baseline sources for project management and systems review. Below are five (5) Project Phases commonly used in the Agate Software project management cycle:

- Analysis Phase
- Design Phase
- Configuration/Development/Testing Phase
- Documentation Phase
- Maintenance Phase

Although sequential in concept, many of these phases may occur repeatedly for each major system component

and some system components may be at a different cycle depending on the needs of the project or on key stakeholder decisions. There are also conditions under which execution of a phase can be interrupted in order to recycle through a preceding phase (or phases) in order to update some aspect of that predecessor phase's deliverables. This iterative process should only occur for the analysis and design phase within the project plan.

Gated Approach

Agate Software will incorporate "gated" milestones in the project plan for this engagement. This approach will use each "gated" milestone as a decision point for proceeding to subsequent phases or activities of the project plan, which will not begin until approval has been given by the appropriate Department staff.

Approval of the deliverables may include design documentation, user specifications, or other requirement documentation; however, acceptance of the deliverables will occur at the gated sessions. Conditional approval will be required by the DNR Project Management Team in writing using the deliverable milestone submittal form in the Contract to allow the project to move forward to the next phase.

Development and Implementation Methodology

Agate Software provides IntelliGrants as a COTS solution that is customizable to meet the specific processes and workflow required by DNR.

In addition to the functionality and features in the core product, IntelliGrants includes the Document Designer module and the Report Builder module for enhanced flexibility of the system and empowering DNR staff with additional tools to customize the system without the need for assistance from Agate Software. The Document Designer module and the Report Builder module create unsurpassed flexibility for the DNR system implementation; however, IntelliGrants may require some customization services to be performed by Agate Software to meet additional DNR requirements.

Agate Software will start the project with onsite requirements gathering sessions. The sessions will be directed by Agate Software to clarify the business needs from the DNR created GMS Requirements Worksheet Appendix A. The initial onsite meetings with DNR and Agate Software typically span three days with the focus on driving the customer from the typical paper workflow process and current legacy systems to an electronic workflow process.

Following the Gap Analysis phase, an updated scope or requirements document will be created by Agate Software, which includes a listing of system requirements from the Contract, identified workflows, and an updated project plan. The scope/requirement document may also include data migration requirements or other system integration specifications.

In accordance with the approved project work plan and DNR approval of the scope/requirement document, Agate Software will begin to work with the State to create grant management form designs for the web based grant management system. As designs are completed and approval is provided, development and configuration of the IntelliGrants system may begin. All software configuration/development work will be directed by the Agate Project Manager/Lead and will take place at Agate Software's corporate headquarters in Okemos, MI.

Development Standards

All development and customization will conform to the established Agate Software Coding Standards. These standards assure that all variables are properly dimensioned, code is commented, and proper naming conventions are used. Agate Software coding standards help to establish a pathway for development, allowing the programming team to work cooperatively on a project as a unified, cohesive group. These coding standards follow recommendations made by Microsoft and other authoritative entities for the establishment of solid coding procedures. Agate Software integrates industry best practices for application development, tracking, and review. This process was developed and refined using numerous years of project management expertise by our highly qualified individuals who hold PMI Project Management Professional certifications.

Software Configuration

All configuration or custom development required for this project follows a strict software configuration methodology adopted by Agate Software to ensure the programming tasks necessary for this project are completed on time and work properly. This is especially worthwhile to note given the impact this methodology has on accelerating a project timeline to the benefit of DNR.

Agate Software programmers begin the construction of a project in a development (DEV) environment. This DEV environment is where Agate Software personnel will perform all of the development work for the project. It will be configured to closely reflect the production environment on which the system will ultimately reside.

Once functionality has been completed, tested, and approved by Agate Software personnel on the DEV environment, the corresponding functionality will be migrated to the demonstration (DEMO) environment. The

DEMO environment is designed to allow users external to the Agate Software office the ability to access a project. DNR staff will be given a URL that will allow for the review of added and modified grant functionality before it is released to the live production site. This DEMO site will allow DNR staff to perform user acceptance testing in parallel with Agate Software's continued development efforts on the next approved design specification or requirement.

Workflow Configuration

Every successful grants management solution must include the ability to define, execute, and monitor workflow processes. IntelliGrants core strength is the integration and management of flexible workflow processes than can vary among grant programs as needed for DNR. IntelliGrants accommodates workflow processes such as review and approval relating to grant applications, awarded grants, reporting, and much more. Agate Software will work with DNR staff to determine the workflow process during the onsite analysis and will configure the workflows after DNR approval. The flexible workflows also provide autonomy amongst agencies when IntelliGrants is used in Statewide Implementations.

Report Development

IntelliGrants is a comprehensive grant program reporting solution, capable of generating all required Federal and State formatted reports, internal DNR reports, or custom queries at your ready. IntelliGrants incorporates a great deal of reporting flexibility by leveraging application information readily available in the IntelliGrants database. This additional data allows DNR staff to perform specific application searches, create lists, analyze historical data, and produce any number of additional reports required by the department. Agate Software will work with the DNR staff to analyze, design, develop, and test to ensure that all internal and Federal reporting requirements are met.

Testing

Agate Software uses an iterative process of designing and building functionality. User acceptance testing is performed and minor modifications, cosmetic changes, and other user driven changes are completed in a relatively short time period. We will work closely with DNR to document a detailed and thorough plan of the events and milestones involved in the implementation of the new system. The plan will involve the following elements:

- Unit Testing
- System and Integration Testing
- User Acceptance Testing
- User Orientation and Training

These stages are not exclusive and often overlap to some extent. They may be repeated during the course of a larger project.

Documentation

All related documentation such as Grantor and Grantee User Manuals will be made available in a chosen format (PDF or MS Word) and accessed directly from the IntelliGrants website. Grantor and Grantee User manuals are technical in nature; they will explain navigation and basic IntelliGrants functionality. Specific business rules are typically not included. Instead, help text within the system may be determined and added by DNR program staff during the development and configuration of the IntelliGrants solution.

Risk, Issue and Change Management Plans

Woven throughout Agate Software's Project Development and Implementation strategy are plans to manage project risks, issues, and project change. The following sections are provided to outline Agate Software's Methodologies on these topics. The descriptions are provided because they are used throughout the lifecycle of the project.

Risk Management

As part of the analysis and design phase, where the requirement documentation is created, Agate Software will identify any potential risks that the DNR should be aware of. Agate Software will share its extensive knowledge and lessons learned from past projects as well as ask DNR staff to submit any concerns or perceived risks. In addition to identifying risks, Agate Software will analyze, plan and mitigate any risks with DNR throughout the lifecycle of the project.

Issue Management

Agate Software tracks all project issues and change requests online using its own internally developed issue tracking software (ProjecTrax) which DNR staff will have access to. ProjecTrax allows DNR and Agate Software to add tasks that are in development and require testing, as well as other issues that need attention. Since all stakeholders may have access to ProjecTrax, the status of the project and open tasks can be viewed at any time.

Change Management

The purpose of this Change Management is to identify the process by which requested changes to the scope of the DNR project are addressed. When the project was defined, expectations were set as to what the project will produce, the costs associated, and the amount of time and resources required. Any request that change the scope of the contract will be subjected to a rigorous protocol. Execution of this protocol ensures the impact of the request is quantified and subsequent modifications to the project's deliverables, cost, and/or timeframe are approved by the project sponsors, as well as appropriate management.

Agate Software will use ProjectTrax to track any change requests online. The Agate Software project manager will review any possible changes with the project stakeholders as well as record the impact, resolution, and approver decision.

Training

A qualified, well-trained staff is essential to effective and efficient operations of any system. Providing staff with the tools they need to be successful, and offering training opportunities allowing them to use the system at its full potential are critical elements of success. Our goal is to provide a well-constructed training plan that not only educates and instructs during the implementation phase, but one that provides effective on-going training after system deployment.

All too often, training is treated as an afterthought of system deployment, rather than a key element of project success. To mitigate this concern, we have developed a training philosophy, which marries key components of effective adult learning techniques with years of experience in deploying large-scale system installations.

Our philosophy is based on:

- **Achieving Buy-In-** Communicating system goals and objectives to end-users and acknowledging the cultural and operational changes that take place during system deployment;
- **Establishing Clear Objectives-** Establish purpose of training, and maintain focus on objectives;
- **Stimulating Recall of Prior Learning-** Recognize that users have valuable personal experiences and understand that encouraging open dialogue is a critical part of the training process;
- **Presenting Varied and Interesting Content-** When possible, use a variety of media including hands-on, computer-based training, and interactive learning;
- **Providing Guidance-** Inform students of resources available for future assistance;
- **Providing Learning/Practice Opportunities-** When possible, allow students to put theory to practice within the training environment;
- **Providing Feedback-** Assist students by augmenting or revising material if a point is not clear or if a noticeable pattern of error emerges;
- **Assessing Learning-** Testing comprehension throughout to adapt instruction accordingly;
- **Retention and Transfer-** Augment initial training sessions with reviews and updates to aid in learning retention.

Functionality Overview

The blend of core functionality and precise configuration is a model that allows for high-level flexibility in managing grants. The following items are a listing of the features and functionality you can expect in the Agate Software IntelliGrants solution.

Grant Opportunity Portal

Prior to logging on to IntelliGrants, both grantors and grantees are taken to a grant opportunity portal. The IntelliGrants grant opportunity portal houses a variety of grant-related information and is available to the public. Organizations can search for grant opportunities by keyword, grant eligibility categories, reoccurrence, departments/agencies, and other categories, and have the option to subscribe to e-mail notifications of newly posted grant opportunities. DNR administrators may also post events on the calendar and add content pages and hyperlinks to the site information section.

IntelliGrants allows DNR to make solicitations available to the general public, or to a targeted list of recipients

based on defined business rules and existing system data. DNR can elect to have notifications for upcoming solicitations to be sent to users automatically using e-mail, or mail merge functionality.

Eligibility Requirements for the Grant

The eligibility requirements allow DNR to know whether a particular grant opportunity pertains to them. Eligibility requirements can incorporate some departmental, organization, state, or federal business rules.

Application Availability Dates

Application availability dates denotes the time period(s) when the application can be initiated by DNR. The availability dates precede the application due date (if one exists), and may be used to determine when users are able to work on the grant application. An example statement resulting from the defining of these dates could include: "The application can be requested as early as June 1st and as late as July 31st."

Application Due Date

The due date is the date by which the grant application must be submitted. After the application due date passes, IntelliGrants has the ability to push the application into a read-only status where grantees can review information but cannot edit it unless an extension is granted by a grant administrator.

Grant Contacts

Grant contacts are people associated with the grant program that can be contacted to answer additional questions about the program not addressed in the grant opportunity portal. These are commonly the managers of the grant program.

Default Grant Term

The default grant term is the time period in which a typical grant program runs. This term sometimes corresponds to the Department's fiscal year. Depending on the type of grant program, this grant term may change and will often correspond with the goals and timetable set forth in DNR's grant application.

Grantor

The grantor administers the grant funds (this term can be changed to reflect business roles in the Department).

Grantor Category

The grantor can be part of one or more categories, which are defined by an IntelliGrants system administrator within the Department. These categories are set by DNR and can include 'State Department', 'Non-Profit Organization', and 'Public Institution'.

Description

The description includes information about the grant program as set by the Department.

Average/Default Award Amounts

The average/default award amounts may be displayed on the portal if so desired by the Department.

Portal Search

Grantees will be able to use this portion of the system to view upcoming dates and register to apply for grant opportunities. Potential applicants do not need a user ID or password to view available grant opportunities, but a user ID is required for an applicant to apply for a grant. To gain a user ID, the applicant requests an ID that is validated against all other system IDs to ensure there is not a system duplicate. Once a unique ID is created, the ID is granted to the applicant. After an applicant receives their user ID and password, users from the applicant organization can login to the system and begin the application process.

There are three ways information may be found about grant opportunities, using the IntelliGrants grant opportunity portal:

- The search function allows the prospective applicant to search for information that directly pertains to his/her particular needs
- The grant calendar indicates dates that important grant information will be posted or is due
- The subscription feature allows users to join a mailing list to be notified when postings are made for a particular grant opportunity. An automatic email notification is sent to the user when grant-related information is published by a corresponding DNR grant administrator.

The portal search screen allows the public to search for specific grant opportunities. If the user already has an IntelliGrants account and has logged into the system, the portal automatically uses their associated organization

information to filter the search screen.

Grant Calendar

The grant calendar is a visual representation of important dates pertaining to grant opportunities, i.e. when the grant will become available and when various pieces of grant-related data are expected. This calendar may show multiple grant opportunities or a single opportunity and may provide a daily, weekly, monthly, or yearly view.

Registration/Grant Opportunity Subscription

When the prospective applicant has found a particular grant program or multiple programs of interest, he/she may subscribe to the grant opportunity, various grant opportunity categories, or characteristics. To subscribe, a user must enter an email address. Periodic updates will be sent to the email address based on the information requested.

Role-based Security/Logging On

IntelliGrants is a proven role-based, multi-user system that distinguishes all users including Department staff and grantees. Every user that logs into an IntelliGrants system has a unique username and password. This enforced uniqueness allows IntelliGrants to recognize each user in the system and provide a very detailed system of permissions for every person.

IntelliGrants' flexible role-based security enables DNR administrators to completely create and assign new roles to users ranging from the highest levels of oversight to the most detailed levels of management. Roles may be setup for high-level users (i.e. Governor, State Legislator, etc.) to log into the system and view reports or even grant programs at a "30,000 ft" view without becoming absorbed into the small details of the system. Conversely, users may be created in the system to access data at the data-field level. Multiple roles may be assigned in the system as the Department sees fit.

IntelliGrants multi-user flexibility allows for all of the following:

(Note: In the following bullet points, the term "application" collectively refers to documents such as grant applications, contracts, amendments, program reports, financial reports, and other associated grant or contract information.)

- Multiple users may add/modify/delete data in a given application
- Multiple users may simultaneously add/modify/delete data in a given application
- The ability for administrators to determine user-rights for each application
- Users may be associated with multiple organizations in the case of consortiums or shared duties
- Users external to a given grantee organization may still be associated with a given application but permissions are appropriately limited
- Each user has a set of security permissions to determine what he or she may do for the organization, each application, and the system in general
- Data for each user need only be updated once and is reflected in each application for which that person is associated
- A unique login and password for each user satisfies the current federal requirements for electronic signatures. By allowing only the authorized official to submit applications, the department may begin to eliminate original ink signatures

Three (3) Tier Security Level Model

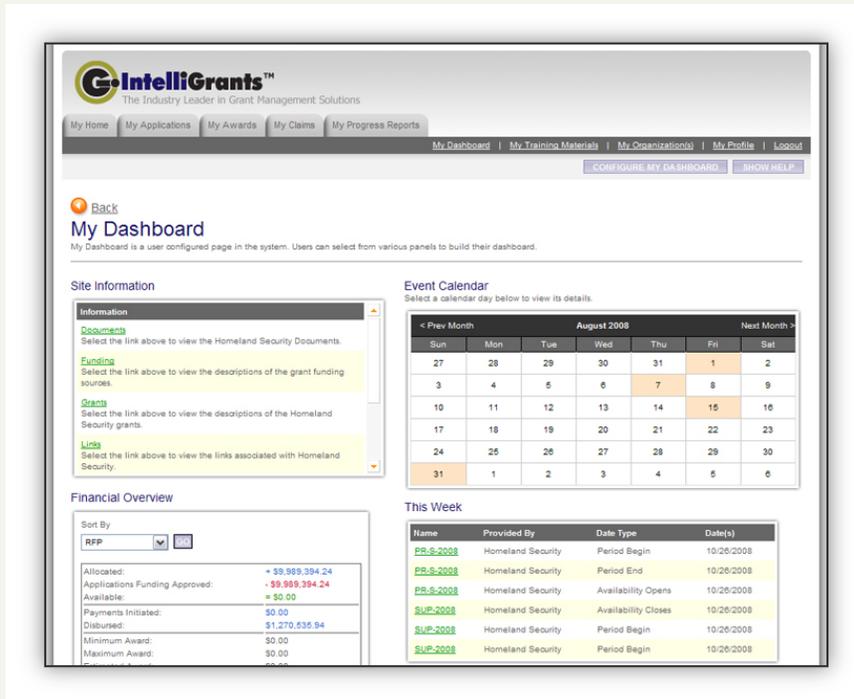
The first level of security in the IntelliGrants system is referred to as *system level security*. The system security level controls the functionality/options the user has for the My Reports, My Administration, and My Dashboard sections of IntelliGrants.

The second level of security is set at the *organization level*. The system security role and organization role for grantees is typically the same. However, administrators may have different system and organization security roles if necessary. It is important that all users, both administrative and grantee are assigned to an organization and have an organization security role. The organization security role will determine which users have the ability to apply for funding, update organization specific information, and add additional users to the organization.

Initially, a high-level grantee user from each grantee organization (typically there is only one per organization) is added to the system by a DNR administrator. The high-level grantee user is typically a role within a grantee organization that is ultimately responsible for the submission of a grant application. This person generally has the

authority to make decisions for the grantee organization and enter into binding agreements on behalf of their grantee organization. Once the high-level user is added in IntelliGrants, the system can be configured to automatically send an e-mail to the person indicating the account is now active. The e-mail may contain the web address for IntelliGrants, username, and the users randomly generated default password. The high-level user may then click on the hyperlink and proceed to login to the system. IntelliGrants will prompt the high-level user upon initial login to change his or her password.

The high-level user is tasked with adding their organization staff to IntelliGrants. Organization staff are users within a grantee organization that work with a grant application or will be included on a grant program. Adding organization staff is a simple process; by entering the person's first name, last name, title, e-mail address, and assigning them an organization security role, the user's account is created in the system. A message may then be immediately sent to the user with detailed instructions on how to access the system. This process is nearly identical to how the high-level user received his or her access. As with the organization role assigned to the high-level user, the organization role assigned to the organization staff determines the user's permissions in IntelliGrants.



This organization security model was developed to allow for flexibility within a grantee organization while minimizing the workload for those DNR staff responsible for administering grants. By allowing high-level users the ability to create and maintain the accounts of others within their organization, responsibility is eliminated for DNR staff. DNR administrators only maintain the accounts of the high-level grantee users, which make up a small subset of the overall system user group.

The third level of security in IntelliGrants is set at the *document level*. A document in IntelliGrants is defined as a set of data input pages (or form pages) that are used to collect, store, and retrieve information from the IntelliGrants database. Documents in IntelliGrants are typically applications/proposals, grants, request for reimbursements, progress reports, quarterly reports, etc. A user's document security level defines the pages available to view and/or edit.

After logging onto the system, based on a user's security role, a grantor will generally be taken to their systems dashboard. A grantee does not have access to this feature.

IntelliGrants Dashboard

DNR can set up a default dashboard view for departmental staff members with the option for users to change out panels for their specific use. Each departmental staff member has the ability to customize their dashboard view based on a selection of panels (a section of specific functionality placed on a user's dashboard) from a library. These panels typically consist of interactive maps, various charts, and financial status tracking grids, as well as client-defined panels that are relevant to daily activities in the system.

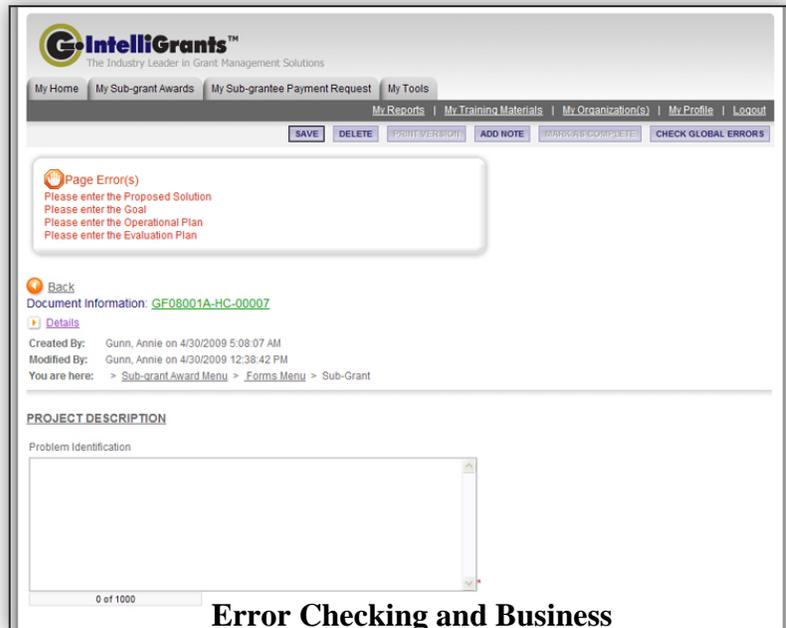
Below is a screen shot of a typical panel configuration in 'My Dashboard'?

My Inbox

'My Inbox' is located on every user home page. The inbox acts as a personalized system message folder housing user specific notifications and messages. IntelliGrants also tracks all messages sent, received, and read through the system creating a full audit history. Any message related to a document in the system will contain a hyperlink back to the document of origin. This ensures the email recipient has the ability to access or review the origin document quickly.

My Tasks

The 'My Tasks' box works in conjunction with system workflows. Documents (applications, awards, requests for reimbursements, etc.) will appear for users in the 'My Tasks' section where the document type, document name, current status, date received, and due date are displayed. Next to each task is an 'Info' icon that will display instructions based on the current status. 'My Tasks' items may be marked as 'critical', indicating to the user that an action item must be completed. For example, upon submission of an application, a program manager could receive an automatic system message that the application has been submitted and needs their attention. The program manager would find the submitted application in their 'My Tasks' box. Once their tasks concerning the application are completed, the program manager moves the application to the next step in the workflow. The system could then generate an automatic notification to members of the review panel. The message would indicate an application now appears in the reviewers' 'My Tasks' and requires reviewer attention.



Available Opportunities

This section of the homepage displays the grant opportunities the organization is eligible to apply to. Clicking on 'Available Opportunities' provides more information about the grant opportunity and allows the user to proceed to the application.

Completing an Application

IntelliGrants makes completing an application simple and straight forward by guiding applicants through the process of completing each section of the application. Applicants enter information to complete the required application pages including narrative pages, budget forms, demographic information, etc. Each field is checked against the Department's business rules ensuring the applicant properly completed the required sections of the application. Applications are not required to be completed at one time, a user is able to save a page and return later to complete the application. To make the application process even easier, multiple users within an applicant organization may simultaneously work on different sections of grant applications.

IntelliGrants incorporates the use of 'help' screens throughout the application process. Help screens contain information the Department identifies as valuable to differing user groups.

An applicant has the ability to format short narratives within the application including the construction of bullet lists, changes in text properties, image uploads, and other formatting activities.

Business Rules

Business rules are used throughout IntelliGrants to ensure that the system meets DNR's business process needs. Business rules may be incorporated into any page within IntelliGrants.

Error Checking

IntelliGrants reduces the amount of mistakes applicants can make in an application with defined error check

functionality. The error check function validates entered data against field definitions by searching for errors when the form is saved. An applicant may check for errors in the application at any time by clicking the 'Check Global Errors'. This will provide a list of errors throughout the application. When IntelliGrants locates a business rule violation in the application, an error message is generated on the page requesting the applicant to fix the error. The system will again check for errors upon submission. IntelliGrants will not allow the application to be submitted until all the errors have been corrected and the business rules have been met.

Client-Side Data Validation

IntelliGrants uses client-side data validation to ensure accuracy upon submission of the application. For example, if a user types the text 'May 03, 2011' in a field that has been configured for a numerical date, upon saving the page the user will be prompted to change the field data to a valid numerical date. If the user only types two digits in the year field, the system will prompt the user for four digits. This field validation happens with all predefined field types such as dates, whole numbers, real numbers, currency, zip codes, phone, and fax numbers, Federal Employer Identification numbers, and any other specialized field types your Department requires.

Large narrative sections within the application where the Department expects paragraphs of information, such as an applicant's grant abstract, can be limited to a specific number of characters entered. IntelliGrants provides users with a character count below the narrative box. The character count also works when the cut and paste feature is used to input text into the narrative field. This helps the user to quickly and accurately sculpt a narrative that adheres to the requirements set forth by DNR.

Server-Side Data Validation

IntelliGrants also authenticates each data entry field via server-side validations. This validation occurs on the web server via ASP.NET technology. This redundant data validation is one of the many ways IntelliGrants ensures grant data is saved accurately.

Data Uploads

IntelliGrants provides file upload functionality to support various requirements during different stages of the grant application and/or grant process. The functionality allows grantees to submit items such as Excel spreadsheets, Word documents, image files, scanned documents, receipts, and a variety of other applicable files. This adds functional flexibility to enhance the overall management of the grant application and/or grant process.

The Department has the ability to restrict file types and/or sizes for each upload. For example, a Word document may be identified as the only type of file allowed for upload on an explanation of a job function within the grant application. This functionality presents DNR with additional control of the acceptable content for the grant application.

The screenshot displays the IntelliGrants web application interface. At the top, there is a navigation menu with links for 'My Home', 'My Solicitations', 'My Sub-grant Awards', 'My Tools', and 'My Checklists'. Below this, there are buttons for 'SAVE', 'ADD', 'DELETE', 'PRINT/VERSION', 'ADD NOTE', 'MARK AS COMPLETE', and 'CHECK GLOBAL ERRORS'. The main content area shows document information for 'GF08001A-HC-00005', created by 'Gunn, Annie' on '3/3/2009 8:26:55 PM'. Below this is an 'ATTACHMENTS' section with instructions and a table for uploading files. The table has columns for 'Attachment' and 'Document Description'. One attachment is listed: '9792-ProfilePic.jpg' with a description 'Attached is the requested document.' There are 'Browse...' buttons for each row and a 'DELETE' checkbox for the first row. A 'Top of the Page' link is at the bottom.

It is important to note that IntelliGrants, by design, does not operate as a traditional document management system. Document Management systems act as electronic filing cabinets housing static copies of documents for later reference. Uploaded document data is generally only accessible for queries or reporting purposes by manual retrieval. Manually retrieving demographic information, or performance report data from 1,000 individual static uploads is inefficient and time consuming. IntelliGrants is designed to utilize dynamic form sets that feed information into the IntelliGrants database. Once in the database, information is easily accessed or queried by the IntelliGrants system for powerful, real time, in-depth data gathering and reporting. IntelliGrants was designed using best practices functionality approach to data storage.

- Grant Submission and Approval
- Once submitted, the application is assigned a status and moves through the defined application approval

process. Below are examples of potential application status designations:

- Application Submitted – The applicant has submitted the application and can no longer modify it. The application has passed initial error checking. It is now ready for review.
- Modifications Required – One or more members of the review team requests that modifications be made to the application. The applicant can edit only those sections of the application that require modifications.
- Application Modifications Submitted – The applicant has submitted modifications made to the application and can no longer modify it. It is now ready for review.
- Application Rejected – The application has been rejected by the Department. A copy of the application is saved for future reference.
- Application Cancelled – The applicant cancelled the application. A copy of the application is saved for future reference.
- Grant Awarded – The application has met all requirements for a completed application.
- The Department has authorized funding for the application.

Application Review and Scoring

IntelliGrants enables Department staff to assign users to review teams and efficiently manage the review process. Reviewers or review teams may be setup differently on an application-by-application basis depending upon the Departments needs.

A user, prior to being added to a team as a reviewer, can be required to indicate their acceptance of a confidentiality agreement. Once their acceptance is recorded, IntelliGrants will allow the reviewer access to all pages associated with the assigned application(s) to begin their critique.

Applications may be scored entirely, page-by-page, or automatically by IntelliGrants. Scores for individual application pages are aggregated to provide an overall score for the entire application. Once applications are scored, they can be ranked accordingly for approval decision-making by DNR program staff. Applications that do not meet the review committee's expectations can be required to be resubmitted with recommended changes.

A reviewer can add notes to any application page, narrative page, or budget section that is being reviewed. Each review note includes the time and the name of the person writing the note. Review confidentiality within IntelliGrants can prohibit peer reviewers from reading each other's review and/or notes.

Review Panel

The review panel functionality in IntelliGrants allows administrative users to create a panel consisting of a group of multiple types of security roles, and then assign documents (e.g. applications, proposals, RFPs, etc.) to that panel. Security roles can be administrative roles or other grantee roles, such as the case when setting up peer reviews. The review panel functionality works independent of the actual review process. Whether the process is scoring and commenting on individual application pages, or filling out a global score sheet, the review panel functionality may be used to assign your reviewers.

The intuitive review panel interface allows administrative users to construct a panel in three easy steps:

- Define your properties
- Add users to the panel
- Assign documents to the panel

For each step in the application process, business rules must be met to permit movement to the next step in the process. This methodology eliminates errors and validates that all steps within the process are completed before a grant is awarded. After the grant is awarded, funds can be allocated according to DNR policies and procedures. Grant related documents such as contracts requiring a signature, can be automatically generated using information provided in the IntelliGrants system. This helps streamline any remaining hard copy documents that are relevant to the process. Agate Software will work with DNR staff to determine the exact approval and tracking process desired and configure IntelliGrants accordingly.

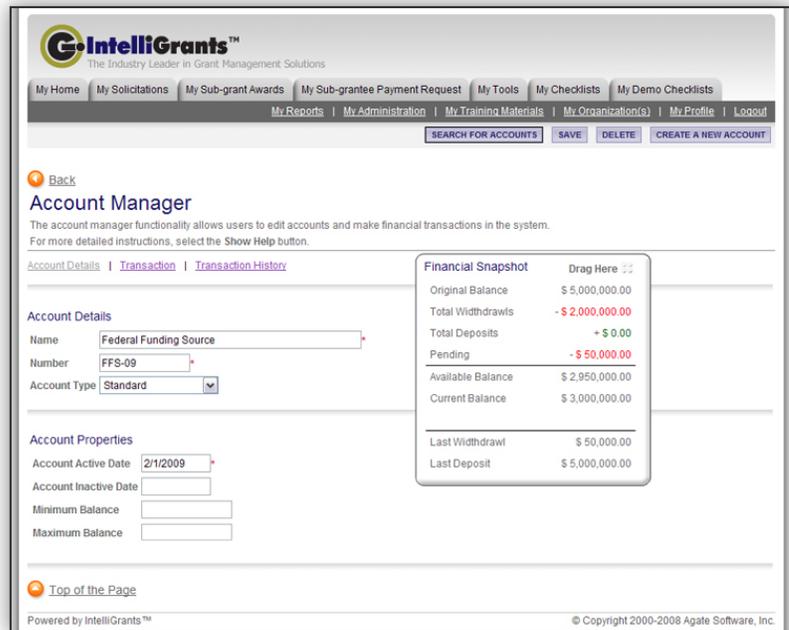
Grant Amendments and Versioning

IntelliGrants is designed to allow users to request and make changes to an awarded application and/or grant. A copy of the original application is created for the user. Changes to the application can be made and submitted for approval by way of an amendment. If the changes are approved, the newly created copy becomes the approved version. Any data fields that changed from version-to-version may then be viewed for comparison purposes. If the proposed copy is not approved, the system can automatically roll the application or grant back to its original

version.

Audit Compliance

IntelliGrants was designed with full audit capabilities. User initiated actions such as application status changes, page saves, note additions, or system messages within IntelliGrants are date/time/name stamped. This includes the date and time the action was executed and the user making the modification. IntelliGrants tracks changes at the field level, recording alterations to fields within the solution by date, time, and user. Data is captured prior to the change as well as after editing. IntelliGrants displays this information through an end user interface that may be accessed by both grantees and DNR staff. IntelliGrants enables DNR to meet audit compliance by creating a security role within the system for auditors, allowing audits to be performed within the system.



IntelliGrants Financial and Accounting Functionality

Using system security roles, IntelliGrants has the ability to limit who creates, modifies, views, and executes accounting activities. These restrictions allow appropriate DNR staff member(s) to monitor award amounts, grantee expenditures/encumbrances against the award, balance of the award, total award remaining, and more, on an ongoing basis.

IntelliGrants enables DNR staff to track grant fund allocations, approval, or denial of funding requests, limit the number of budget revisions, or any other financial tracking needs required by the Department. DNR program managers are able to organize, search, and compile data on a monthly, quarterly, or annual basis for individual grant program reports or roll the information into a consolidated report, whereby effectively leveraging the financial data residing in the system.

IntelliGrants records adjustments to allocations, budget carryovers, and is able to recapture unused funds.

IntelliGrants also accommodates the final/close-out or annual reporting process.

Administrative users may select from any number of accounts that have funding available in order to fund a grant program or individual grants. Multi-year and single year funding can be made available for grants using funding sources from different years.

IntelliGrants has been integrated with many software systems. For example, in Michigan, IntelliGrants is integrated with the mainframe accounting system. A nightly batch process is created in IntelliGrants whereby a text file is sent to the state's accounting system. The state accounting system then records the appropriate information and prepares a check. Once the check is prepared, the accounting system relays information (e.g. check number, date, etc.) back to IntelliGrants.

IntelliGrants Reporting

IntelliGrants is a comprehensive grant program reporting solution, capable of generating all required federal and state pre-formatted reports or internal reports. System administrators have the ability to build reports from data within any table in the database. The reporting flexibility IntelliGrants offers can serve a wide variety of financial reporting needs. This includes assisting staff with reconciliation tasks, year-end reporting, and processing delinquency notices.

IntelliGrants enables an unlimited amount of grant tracking data or 'identifiers' to be incorporated into the grant application and reporting process. This additional data allows staff to perform specific application searches, create lists, analyze historical data, and produce any number of additional reports required by the Department.

Examples of 'Identifiers' that can be incorporated into IntelliGrants for DNR's reporting needs include but are not

limited to:

- Application Type
- Applicant Organization
- Application Number
- Project Title
- Reviewers
- Grant Cycle
- Funding Source
- Grant Number
- Check Number

Agate Software will work with DNR staff to determine all 'identifiers' that the system will require during the business analysis phase. The IntelliGrants Document Designer module allows Department staff to add 'identifiers' as needed.

Performance Measurement Reports

Users have the ability to report on required outcomes, performance measures, project updates, or any other forms used to collect and report on data using IntelliGrants standard reporting functionality. IntelliGrants can require users to fill out and submit performance measurement reports prior to being able to request a reimbursement.

Report Builder Module

Ad hoc-style reporting in IntelliGrants is accomplished using Report Builder. This module will enable administrative staff to build queries from data residing within IntelliGrants database tables. These queries will produce a resultant dataset that can be formatted to present professional reports in a PDF format. Report Builder functionality allows DNR system administrators to build queries and reports without vendor assistance. Report Builder is a solution that provides substantial reporting flexibility, in addition to time and cost savings for the department.

System Communication

IntelliGrants gives users the ability to add comments (or notes) to any application page, narrative page, or budget section, for each individual application. Every comment is date/time/name stamped for audit trail purposes. Users creating comments (or notes) can set viewing rights by individual user. This functionality allows for additional communication between grantees and Department staff within IntelliGrants.

Automatic System Message Notifications

Automatic system message notifications may be sent at various milestones throughout the grant lifecycle. The system messages are sent within IntelliGrants as a result of user-triggered events or workflow stages such as the creation of an application, the submission of an application, or a pending due date that is approaching. System message notifications may also be sent manually by DNR personnel. These system messages are intended to help the user understand action items pertaining to their particular organization. The system message notifications are sent within IntelliGrants but can also be delivered to external email addresses.

Distribution Email Lists

The messaging functionality in IntelliGrants also allows DNR staff to build custom email distribution lists based on user names, security role, organizations or any combination of the three for quick and easy e-mailing of multiple users.

IntelliGrants Document Designer Module

The IntelliGrants Document Designer module allows DNR grant administrators the ability to create new documents (such as applications, proposals, request for reimbursements, progress reports) and/or modify existing documents. Document Designer was built to allow a novice computer user the ability to create professional forms in very little time. This revolutionary functionality allows a DNR administrator to create a variety of different data entry fields on a variety of different data entry pages. The Document Designer module eliminates the Department's reliance on Agate Software for additional programming or customization services for creating or modifying applications. The Document Designer module is a solution that will provide the department with substantial application flexibility in addition to time and cost savings.

- Exclusive features of the Document Designer module are described below:
- Easily Duplicate Forms

- Quickly and easily replicate hardcopy forms in an online format
- Unlimited number of applications may be created per grant program
- Unlimited number of forms may be created per application
- Create templates for annual plans to specify goals, objectives, and program uses
- Create templates for budgets and incorporate budget formulas
- Create performance and progress reports
- Declare a form as “multiple,” which allows users to easily create and navigate multiple instances of the same form
- Hyperlinks allow forms to be displayed throughout every step of creation
- Flexible Design and Formatting
- Ability to incorporate basic formatting, such as boldface, underline, italicize, and change text colors
- Insert selection types such as checkboxes, radio buttons, or drop-down lists that include data from other forms in the application
- Ability to create a location for users to upload file(s)
- Ability to count and/or limit the number of characters entered in a narrative field
- Ability to check and correct formatting in specific fields such as email, phone, decimals, and more to ensure accuracy
- Ability to add new content, edit existing content, or delete content from forms
- Process Management
- Ability to create and modify workflows for every document type (e.g. application, grant, financial and progress reports, etc.) in the system
- Includes business rules unique to each process flow
- System roles can be defined for each process step to limit access to forms

The positive experience starts with the collaboration of the Agate and the State's staff. Agate Software's highly experienced staff has a deep understanding of the detailed processes surrounding the administration and lifecycle of grants. This knowledge and expertise allows Agate Software to focus on identifying specific elements unique to each organization's process and provide efficient and effective solutions to incorporate those elements into an online environment. Agate has found that the State's staff is relieved and excited to work on the project after realizing that Agate's staff understands, can relate to, and lead the project in the right direction.

With over 15 years experience working with state agencies, Agate Software is a nationally recognized leader in the creation and implementation of web-based grant management solutions. Specializing in the development of complete lifecycle grant management systems, Agate Software provides state-of-the-art, dynamic web solutions that reduce workloads, increase efficiencies, and maximize the return on investment for state level government organizations. The very first grant management system designed by Agate Software in 1997 was a nationally recognized, award-winning development effort. Since that time, Agate Software has remained progressive by identifying needs in the market, studying trends in grant management, and continuously gathering input from our customers to present the latest version of IntelliGrants to DNR.

IntelliGrants has been implemented for a wide variety of clients managing both State and Federal grant programs. Over 50 organizations in 24 states have purchased a license for Agate Software's IntelliGrants program. IntelliGrants may be configured to meet the needs of individual agencies and is scalable to encompass multiple agencies within one enterprise-wide grants management portal. Both the State of New Jersey and Oklahoma have statewide implementations utilizing the core technology of IntelliGrants to manage multiple divisions and multiple grant programs in a centralized system. Over 250 unique state and federal grant programs, totaling more than \$2.5 billion in grant funds annually, are managed with the IntelliGrants program.

1.104.6.2 REQUIRED 3RD PARTY SOFTWARE

1.104.6.2	3rd Party Software
1. Identify all 3rd Party software that is required by your solution. Describe how the license(s) and warranties will be maintained for the term of the Contract Amendment	
In addition to the above required items, please provide any additional relevant information on your approach to	

this section. Pay particular attention to how the Solution/approach satisfies requirements.

Contractor Response:

- IntelliGrants is a thin-client solution meaning no software is required to be loaded onto a user's machine in order to use the system. The only software that we recommend users having access to is the free version of PDF viewer. This software is required to view any PDF document and is typically already installed. We can make a link to the free software available on the system home page if needed.

1.104.6.3 SOLUTION REPORTING CAPABILITIES

1.104.6.3	Reporting
1. Describe the various reports that provided by your system including a description of ad-hoc reporting capability. Describe how the solution will allow State staff to generate custom reports as needed. Describe how you will minimize any impact reporting features/functions will have on database performance and web response times.	
In addition to the above required items, please provide any additional relevant information on your approach to this section. Pay particular attention to how the Solution/approach satisfies requirements.	
Contractor Response:	
Through years of experience, Agate has realized that "one size fits all" reports do not exist. What one client finds useful is a waste of space for another client. Therefore, Agate does not have reports that are provided with the system. Instead, report design and creation is part of developing system. After forms and process flows are configured, Agate works with DNR staff to determine which pre-defined reports are needed. Agate Software will work with DNR to ensure their reporting requirements are fully met.	
In addition, ad hoc-style reporting in IntelliGrants is accomplished using Report Builder. This module will enable administrative staff to build queries from data residing within IntelliGrants' database tables. These queries will produce a resultant dataset that can then be formatted to present professional looking reports in a PDF format. Report Builder functionality allows your system administrators to build queries and reports without vendor assistance. Report Builder is a solution that provides substantial reporting flexibility in addition to time and cost savings for your organization.	
Reports can be developed by the DNR staff using the Report Builder module.	
The Report Builder module will enable administrative staff to build queries from data residing within IntelliGrants' database tables. These queries will produce a resultant dataset that can then be formatted to present professional looking reports in a PDF format. Report Builder functionality allows your system administrators to build queries and reports without vendor assistance. Report Builder is a solution that provides substantial reporting flexibility in addition to time and cost savings for your organization	
Any data captured in the system through the form pages is available to be reported upon. One of the most important benefits clients derive from IntelliGrants is the ability to quickly and accurately report on the grant data contained in the system. Very large reports can be ran nightly.	

1.104.6.4 CONTRACTOR HELP DESK

The help desk will be available during regular State business hours to assist State staff in the operation of the Solution and to assist with issue resolution. Topics may span all aspects of the Solution including but not limited to:

- System performance and performance related issues
- Unexpected software results and errors
- Grant issues and complaints

1.104.6.4	Help Desk
1. Identify who will provide help desk services (Contractor/Subcontractor)	
2. Describe your experience managing a help desk and how Master Contract SLAs will be satisfied	
Describe your approach to providing the following typical help desk responsibilities:	
<ul style="list-style-type: none">○ Providing resolution to hardware issues○ Providing resolution to software issues○ Answer questions about application functionality	

- Provide analytical/diagnostic services to resolve unknown problems

In addition to the above required items, please provide any additional relevant information on your approach to this section. Pay particular attention to how the Solution/approach satisfies requirements.

Contractor Response:

Agate Software, Inc. (Contractor) will provide help desk services through our employees located at our headquarters in Okemos, MI. Help desk staff are trained to identify issues correctly, keep in constant communication with the customer until the issue is resolved and speak in terms that the customer will understand. Help desk staff uses help desk ticket software to track issues until the point of resolution. The help desk ticket software is also used to identify similar issues that users from multiple systems experience. These patterns are analyzed by the IntelliGrants CORE team and many times result in a free product upgrade provided quarterly as part of annual support.

Agate Software, Inc. provides support associated with the IntelliGrants product. The annual support package includes the following services:

- Live help desk support (8:00 am - 8:00 pm EST, Mon. – Fri.), our call center is housed and staffed at our Okemos, MI headquarters and can be contacted to discuss product related questions. The helpdesk can be reached toll free at 800-820-1890 or by email at helpdesk@agatesoftware.com.
- Access to our proprietary, online web based issue resolution tool “ProjecTrax” which is available 24 hours a day, 7 days a week and 365 days a year for problem reporting and project tracking.
- Weekly pushes (if needed) for patches, and bug fixes. Accelerated pushes for emergency fixes that may be time critical to keep the system operating at an optimum level.
- Reasonable configuration/modifications required to support service packs/patches provided by third-party vendors in upgrading the web server or database server hardware/software on which the system is installed.
- Quarterly global updates to the IntelliGrants product which affect all clients on the IntelliGrants platform. Product release notes are available upon request.
- Access to optional major functionality upgrades that offer additional product features not included in Annual Support. Clients have the option to purchase the product features and associated implementation services or continuing with the current system.
- Annual Support begins the day the IntelliGrants product is installed in a production environment. Additional ongoing maintenance services are also available through mutually agreed upon statements of work.

Help Desk Support for Organization Staff

Agate Help Desk is available to organization staff to answer general questions, report issues, and track bugs related to the use of IntelliGrants and its modules. Help desk staff can assist users in explaining the technical functionality and use of IntelliGrants modules such as:

- How to setup a new security role
- How to create a calculation field on a form
- How to add an automated e-mail notification
- How to modify the process workflow for an application

However, the Agate Help Desk is not to be used as a consulting resource for gathering ideas about designing form sets, configuring process workflows, or recommendations for business rules. Help desk is also not a replacement for formal training or re-training.

In addition, Agate’s help desk should not be confused with any ongoing professional services related support during the development and maintenance of the system. Agate’s designated project manager can be contacted directly to assist in any project-related matters. Those not associated with the project may still call the help desk with any product related questions.

Help Desk Support for End Users

Agate Help Desk is designed to be the first tier of support for end-users (applicants/grantees) regarding the functional use of the system. Typical questions answered in this capacity include:

- How do I error-check my application
- How do I upload an attachment
- Where do I change my organization’s address

For any questions related to the organization’s grant programs, Agate Help Desk staff will direct the grantees to contact their respective grant program manager. This communication could be simply

forwarding an email from the end-user asking the question to the program manager, providing the end-user with the program manager's phone number (and showing them where this can be found in the system for future reference), or recording a list of questions by the end-user and forwarding this to the appropriate program manager.

The agency personnel are the grant program experts, our help desk personnel are the IntelliGrants software experts. Questions that will be redirected to the organization's staff regarding grant related (program specific) topics include:

- Under what budget category should the following expense fall
- Why do I have \$x allocated to my project
- Should I submit an agreement amendment request because of the following reason

Application Defects

Application defects will be corrected in a timely manner upon proper notification using Agate's Help Desk. Agate maintains a log of such defects and will categorize each defect to provide the organization with an estimated resolution timeline. Application defects will be categorized and resolved as follows:

Service Level Agreements

- Severity Level 1 (SL1)

The highest severity is 1 (SL1). A SL1 issue is considered critical and will initially have the highest priority. Examples of this are that the production system is down and normal business processes cannot proceed, more than 90% of the users are affected, or there is no timely workaround that provides the lost functionality. When a SL1 issue call is received, Agate Software will use all available resources to solve the problem as soon as possible (typically less than 4 business hours).

- Severity Level 2 (SL2)

A severity 2 (SL2) issue is classified as urgent. The system is up, but not functioning at "normal" capacity. Examples of this are that a major function is not available and it is affecting a significant number of users, the incident causes a severe impact on business regardless of the environment, or no acceptable workaround is available; however, business operations can continue in a restricted fashion. When a SL2 issue call is received, Agate Software will use necessary resources to solve the problem within 1 business day.

- Severity Level 3 (SL3)

A severity 3 (SL3) issue is classified as a routine call. It is a minor or intermittent incident occurring and not significantly affecting production. When a SL3 issue call is received, Agate Software will use necessary resources to solve the problem within 5 business days.

- Severity Level 4 (SL4)

A severity 4 (SL4) issue is classified as a request or training call. It is a minor request not significantly affecting production. When a SL4 issue call is received, Agate Software will use necessary resources to solve the problem within 30 business days.

- Severity Level 5 (SL5)

A severity 5 (SL5) issue is classified as an informational call. It is a minor call for information that does not require an immediate sense of urgency — a task to be completed soon. When a SL5 issue call is received, Agate Software will work with the client to determine the timeframe that resolution should occur.

Help desk staff are trained to identify issues correctly, keep in constant communication with the customer until the issue is resolved, and speak in terms that the customer will understand.

1.104.6.5 TRAINING METHODOLOGY

Training in the context of this Contract Amendment is defined as activities performed with the goal of transferring knowledge and/or improving skills of State staff in order to effectively operate the Solution. Training will be an activity performed as planned and agreed throughout the life of the contract.

Key points to consider:

The Contractor will prepare a training plan which describes how and when training opportunities will be provided.

The Contractor will conduct classes, workgroup meetings, and/or demonstrations to facilitate skills improvement and knowledge transfer to State staff in the operation of the Solution as documented and agreed in the training plan

Training shall be provided on all aspects of the system

Training will be conducted in a manner which does not require the students to travel beyond Michigan DNR conducts a grantee “how to” work shop once a year. The Contractor should plan to assist in this activity for the first work shop after go live.

1.104.6.5	Training
<p>1. Describe your approach in training users in the operation of the Solution Describe how support documents will be updated and kept current to the operational version of the Solution.</p> <p>In addition to the above required items, please provide any additional relevant information on your approach to this section. Pay particular attention to how the Solution/approach satisfies requirements.</p>	
Contractor Response:	
<p>A qualified, well-trained staff is essential to the effective and efficient operation of any system. Providing staff with the tools they need to do their job, and giving them training opportunities which allow them to use the system at full potential are critical elements of success. Our goal is to provide a well-constructed training plan that educates and instructs during the implementation phase and provides effective on-going training after system deployment.</p> <p>All too often training is treated as an afterthought of system deployment, rather than a key element this concern, we have developed a training philosophy, which marries key components of effective adult learning techniques with years of experience in deploying large scale system installations.</p> <p>Our philosophy is based on:</p> <ul style="list-style-type: none"> • Achieving Buy-In- Communicating system goals and objectives to end-users and acknowledging the cultural and operational changes that take place during system deployment; • Establishing Clear Objectives- Establish purpose of training, and maintain focus on objectives; • Stimulating Recall of Prior Learning- Recognize that users have valuable personal experiences and that asking and encouraging open dialogue is an important part of training; • Presenting Varied and Interesting Content- When possible, use a variety of media including hands on, computer based training, and interactive learning; • Providing Guidance- Advise students of resources available for future assistance; • Providing Learning/Practice Opportunities- When possible, allow students to practice what they’ve learned as part of the training environment; • Providing Feedback- Assist students and augment or revise material if a point is not clear or if a noticeable pattern of error emerges; • Assessing Learning- Testing comprehension throughout to adapt instruction accordingly; • Retention and Transfer- Augment initial training sessions with reviews and updates to aid in learning retention <p>Agate Software recommends a multi-tier approach to training system users. Our training philosophy ensures training is relevant to all users and is performed by highly experienced instructors (one instructor per session). The tiers of training for IntelliGrants are described below.</p> <p><u>PROJECT TEAM TRAINING</u> Session for DNR Administration & Program Staff</p> <ul style="list-style-type: none"> • 50 student maximum per session <p>Location: Onsite (client specified) Depending upon the size of the user group, these sessions may be conducted in a variety of formats (PC-based or presentation style) and venues (training room, auditorium, conference sessions, etc.).</p> <p>Sessions include:</p> <ul style="list-style-type: none"> • Technology Overview • IntelliGrants™ Overview - State Staff Perspective <ul style="list-style-type: none"> • Gaining Access to IntelliGrants™ • Security Levels and User Roles • IntelliGrants™ Overview - Grantee/Applicant perspective • Review Functionality; Peer Review Process Overview • General System Functionality Overview • Reporting Overview • Maintaining Online Help and Technical Assistance 	

- Modules Overview:
 - Grant Designer Module
 - Custom Reporting Module
 - Process Management Module
- Planning Process Overview:
 - Business Analysis
 - Process Mapping
 - Process Management Module
- Implementation Process Overview:
 - Business Analysis
 - Process Mapping
 - Process Management Module

SYSTEM ADMINISTRATOR TRAINING

Session for DNR Administration & Program Staff

- Train-the-trainer format
- 30 student maximum per session

Location: Onsite (client specified)

Sessions include:

- Technology Overview
- IntelliGrants™ Overview - State Staff Perspective
 - Gaining access to IntelliGrants™, assigning staff
 - Security levels and user roles
- IntelliGrants™ Overview - Grantee/Applicant perspective
 - Initiating an application
 - Maintaining User Profile
 - Navigating the application, entering and editing data
 - Giving users access to an application (grant members, etc.) and adding users
 - Entering and editing budget information; budget business rules
 - Locating and resolving application errors and submitting an application
 - Modifying and amending an application
 - Submitting reports (i.e., quarterly reports, interim cost reports, etc. as applicable)
- Review Functionality; Peer Review process
- General functionality
 - Searching applications, managing incoming (submitted) applications
 - Review committees capabilities, administrative review checklists
 - Returning applications for modifications
 - Approving applications
 - Awarding funds
 - Managing reports, reviewing reports (i.e., financial reports, program reports, etc. as applicable)
 - Generating administrative reports
- Maintaining Help and Technical Assistance
 - HTML formatting in IntelliGrants™ Help pages
 - Managing Peer Reviewers; Peer Review administration
 - General functionality, helping applicants with questions (security levels, application errors, etc.)

SUPER USER TRAINING

- Technology Overview
- IntelliGrants™ Overview - State Staff Perspective
 - Gaining access to IntelliGrants™, assigning staff
 - Security levels and user roles
- IntelliGrants™ Overview - Grantee/Applicant perspective
 - Initiating an application
 - Maintaining User Profile
 - Navigating the application, entering and editing data

- Giving users access to an application (grant members, etc.) and adding users
- Entering and editing budget information; budget business rules
- Locating and resolving application errors and submitting an application
- Modifying and amending an application
- Submitting reports (i.e., quarterly reports, interim cost reports, etc. as applicable)
- Review Functionality; Peer Review process
- General functionality
 - Searching applications, managing incoming (submitted) applications
 - Review committees capabilities, administrative review checklists
 - Returning applications for modifications
 - Approving applications
 - Awarding funds
 - Managing reports, reviewing reports (i.e., financial reports, program reports, etc. as applicable)
 - Generating administrative reports
- Maintaining Help and Technical Assistance (page-specific Help, etc.)
 - HTML formatting in IntelliGrants™ Help pages
 - Managing Peer Reviewers; Peer Review administration
 - General functionality, helping applicants with questions (security levels, application errors, etc.)
- Modules:
 - Grant Designer Module
 - Perform System Administration
 - Setup users in the system
 - Creating a Grant
 - Manage Access to a Grant
 - Creating a New Proposal
 - Page Layout
 - Narrative Pages
 - Eligibility Forms
 - Configure Budget Forms
 - Calculations
 - Modifying Existing Proposals
 - Building Tree views/Table of Contents
 - Dynamic Error Checking
 - Proposal Checklists
 - Closing a Grant
 - Setting Up Staff Review
 - Funding Source Allocations
 - PDF Templates
 - Create Financial and Progress Reports
 - Process Management Module
 - Creating Workflows
 - Versioning
 - Assigning Roles
 - Custom Reporting Module
 - Query Builder
 - Report Designer
 - Export Options
- Agate will work with DNR staff to determine the actual training schedule and most suitable locations for training to take place.

1.104.6.6 GIS INTEGRATION SOLUTION

A geographic information system (GIS) integrates hardware, software, and data for capturing, managing, analyzing, and displaying all forms of geographically referenced information.

Key points to consider:

The State offers a variety of GIS solutions through the Center for Shared Solutions & Technology Partnerships (<http://www.michigan.gov/cgi>).

1.104.6.6	GIS Integration
<p>1. Describe the ability of the Solution to capture and store GIS information. Describe the ability of the Solution to integrate with external GIS solutions owned by the State.</p> <p>In addition to the above required items, please provide any additional relevant information on your approach to this section. Pay particular attention to how the Solution/approach satisfies requirements.</p>	
Contractor Response:	
<p>IntelliGrants is fully capable of capturing GIS information such as addresses, parcel ID's and latitude/longitude. Fields on the various data capture pages within the system will be configured to capture this information.</p> <p>Once the data has been captured in the database, there are a range of methods we can utilize to integrate with GIS solutions owned by the State.</p>	

1.104.6.7 DOCUMENT MANAGEMENT SOLUTION

The desired Solution will either support document management functions natively or integrate with an external document management system (DMS). DMS functions include but are not limited to:

- Search for Documents
- Microsoft Office Integration
- Records Management
- E-Forms Integration (E-Forms)
- Document Version Control
- Document Scanning and Imaging
- Document Tagging (Metadata)
- User Roles and Security
- Work Flow
- Watched Folders

1.104.6.7	Document Management
<p>1. Describe the ability of the solution to capture, scan, and store paper documents electronically. Describe the ability of the solution to create, track, and manage work flows which contain routing and approvals.</p> <p>In addition to the above required items, please provide any additional relevant information on your approach to this section. Pay particular attention to how the Solution/approach satisfies requirements.</p>	
Contractor Response:	
<p>IntelliGrants has includes a Document Management Tool. This tool allows required documents to be configured in a menu structure that includes categories and sub categories. The uploaded documents can be tagged, categorized into categories and sub categories and set as required to be uploaded before the next status change.</p> <p>Tagging the documents helps DNR staff recognize the content of the document regardless of the name of the file. IntelliGrants allows for up to 6 tags per application or grant type. There are up to three internal tags for DNR staff and up to three external tags for end users.</p> <p>All uploaded documents are versioned. Only the latest version of the document is displayed in the menu to the user. Previous versions can be accessed from a separate link on the Document Management menu.</p> <p>This tool is accessible from the Management Tools menu and from within an application or grant form. Permissions for viewing the uploaded documents can be restricted by uploaded document, role, application or grant type and status. DNR can also specify the type of document that is allowed to be uploaded for each required document upload.</p>	

IntelliGrants provides file upload functionality to support various requirements during different stages of the grant application and/or grant process. The functionality allows grantees to submit items such as Excel spreadsheets, Word documents, image files, scanned documents, receipts, and a variety of other applicable files. This adds functional flexibility to enhance the overall management of the grant application and/or grant process.

The Department has the ability to restrict file types and/or sizes for each upload. For example, a Word document may be identified as the only type of file allowed for upload on an explanation of a job function within the grant application. This functionality presents DNR with additional control of the acceptable content for the grant application.

It is important to note that IntelliGrants, by design, does not operate as a traditional document management system. Document Management systems act as electronic filing cabinets housing static copies of documents for later reference. Uploaded document data is generally only accessible for queries or reporting purposes by manual retrieval. Manually retrieving demographic information, or performance report data from 1,000 individual static uploads is inefficient and time consuming. IntelliGrants is designed to utilize dynamic form sets that feed information into the IntelliGrants database. Once in the database, information is easily accessed or queried by the IntelliGrants system for powerful, real time, in-depth data gathering and reporting. IntelliGrants was designed using best practices functionality approach to data storage.

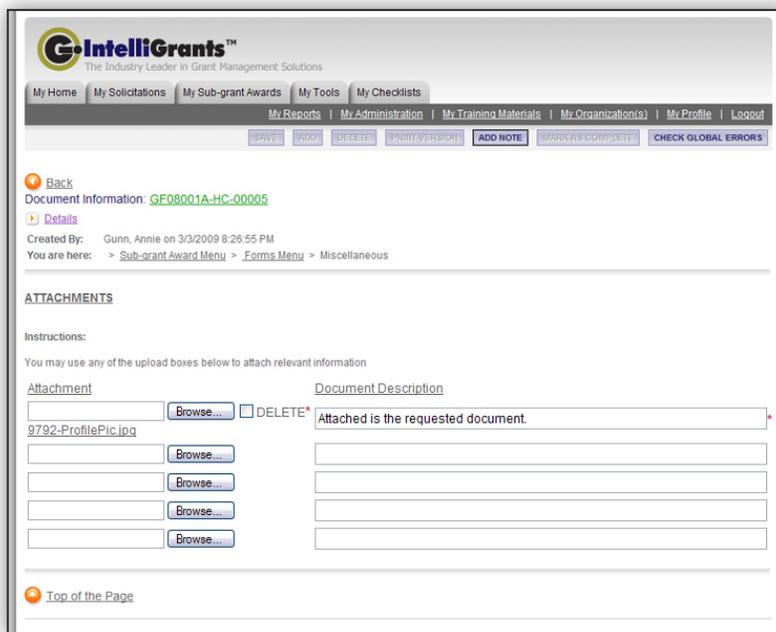
IntelliGrants has the ability to integrate with many software systems including scanning software; the majority of our implementations have involved interfacing to a state's accounting system for the transfer of approved financial reports or sharing of data. IntelliGrants can support a wide variety of integration methods, data connections, and data export/import options including flat file or batch file transfer, XML, or DTS packages. Agate Software uses a comprehensive process of designing, building, and testing interface functionality based on the project requirements.

Every successful grants management solution must include the ability to define, execute, and monitor workflow processes. IntelliGrants core strength is the integration and management of flexible workflow processes than can vary among grant programs as needed for DNR.

IntelliGrants accommodates workflow processes such as review and approval relating to grant applications, awarded grants, reporting, and much more. Agate Software will work with DNR staff to determine the workflow process during the onsite analysis and will configure the workflows after DNR approval. The flexible workflows also provide autonomy amongst agencies when IntelliGrants is used in Statewide Implementations.

Each document type (application A, application B, grant, progress report and financial status report) can have unique workflows. IntelliGrants can assign specific identifiers (i.e. project numbers, tracking numbers) to grant applications in the system. Grants are tracked by unique identifier and various status steps in the workflow process, e.g. 'In Progress', 'In Review', 'Denied', 'Needs Modification', 'Approved', and 'Funded'. Agate Software will work with DNR to communicate best practices concerning project/grant identifiers.

Workflow permissions can be restricted to only allow specific roles to change specific statuses. Turning validation on prevents the user from advancing the application to the next status until all business rules have



been met. Turning validation off allows the user to advance to the next status without all business rules met. Workflow permissions can be configured to display a document type (application A, application B, grant, progress report and financial status report) to a specific role at a specific status. This helps the user know which document types require their attention.

Form permissions can be configured to allow specific roles to view or edit specific forms at specific statuses.

1.104.6.8 GRANT SCORING CAPABILITY

The desired Solution must support a variety of grant program requirements and scoring criteria that can be easily configurable.

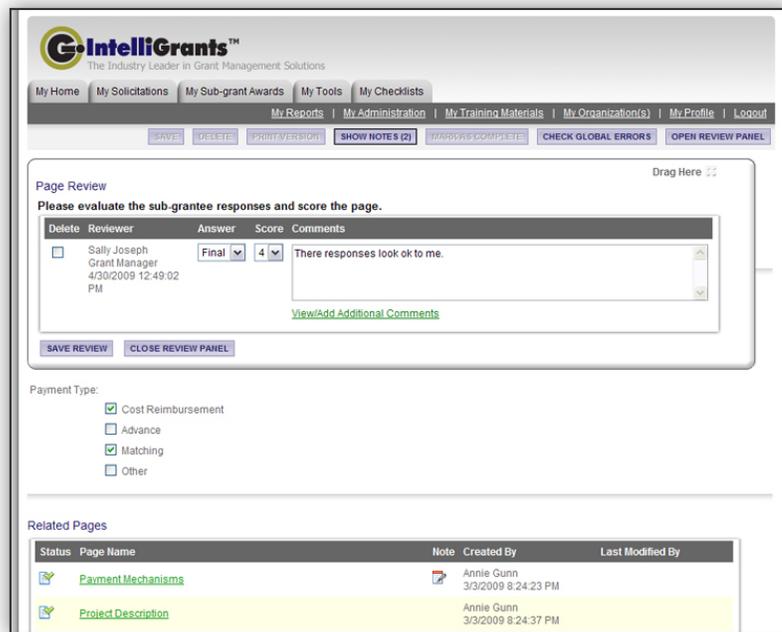
1.104.6.8 Grant Scoring

- Describe the flexibility of the Solution to organize grant requirements.
Describe the flexibility of the Solution to easily implement changes to scoring criteria.

In addition to the above required items, please provide any additional relevant information on your approach to this section. Pay particular attention to how the Solution/approach satisfies requirements.

Contractor Response:

IntelliGrants can be configured to accommodate a wide range of grant requirements. This can include various data collection forms, business rules, associated documentation, etc. All of these elements can be made part of the overall scoring process and implementing changes to the scoring criteria can be easily be made through the use of the Document Designer Module.



Application Review Comments

This tool will allow DNR staff to make modifications to the scoring criteria through configuration-based tool within the system. Additional information on review and scoring functionality is provided below.

Application Review and Scoring

IntelliGrants enables Department staff to assign users to review teams and efficiently manage the review process. Reviewers or review teams may be setup differently on an application-by-application basis depending upon the Departments needs.

A user, prior to being added to a team as a reviewer, can be required to indicate their acceptance of a confidentiality agreement. Once their acceptance is recorded, IntelliGrants will allow the reviewer access to all pages associated with the assigned application(s) to begin their critique.

Applications may be scored entirely, page-by-page, or automatically by IntelliGrants. Scores for individual application pages are aggregated to provide an overall score for the entire application. Once applications are scored, they can be ranked accordingly for approval decision-making by DNR program staff. Applications that do not meet the review committee's expectations can be required to be resubmitted with recommended changes.

A reviewer can add notes to any application page, narrative page, or budget section that is being reviewed. Each review note includes the time and the name of the person writing the note. Review confidentiality within IntelliGrants can prohibit peer reviewers from reading each other's review and/or notes.

Review Panel

The review panel functionality in IntelliGrants allows administrative users to create a panel consisting of a group of multiple types of security roles, and then assign documents (e.g. applications, proposals, RFPs, etc.) to that panel. Security roles can be administrative roles or other grantee roles, such as the case when setting up peer reviews. The review panel functionality works independent of the actual review process. Whether the process is scoring and commenting on individual application pages, or filling out a global score sheet, the review panel functionality may be used to assign your reviewers.

The intuitive review panel interface allows administrative users to construct a panel in three easy steps:

1. Define your properties
2. Add users to the panel
3. Assign documents to the panel

For each step in the application process, business rules must be met to permit movement to the next step in the process. This methodology eliminates errors and validates that all steps within the process are completed before a grant is awarded. After the grant is awarded, funds can be allocated according to DNR policies and procedures.

Grant related documents such as contracts requiring a signature, can be automatically generated using information provided in the IntelliGrants system. This helps streamline any remaining hard copy documents that are relevant to the process. Agate Software will work with DNR staff to determine the exact approval and tracking process and we'll configure IntelliGrants accordingly.

1.104.6.9 MANAGEMENT OF COMPLETED GRANTS

Some of the DNR grant programs have requirements that remain in perpetuity. The Solution must support the review and inspection of grants which are considered complete.

1.104.6.9	Post Completion Inspection Process
<ol style="list-style-type: none"> 1. Describe the ability of the solution to manage grants which are considered complete but contain commitments which span lengthy periods of time. 	
<p>In addition to the above required items, please provide any additional relevant information on your approach to this section. Pay particular attention to how the Solution/approach satisfies requirements.</p>	
<p>Contractor Response:</p>	
<p>There is a range of functionality available within IntelliGrants that can be used to manage grants which are considering complete but contain commitments which span lengthy periods of time. In most cases, these processes would include monitoring and reporting functions. While the grant can have a 'closed' status within the system, this would not limit the functions that an Administrator could perform associated with the grant. In most cases, the 'closed' status would lock all of the information that had been previously submitted by the grantee and open the desired ongoing data collection and reporting functions. For instance, the grant can be complete and the grantee can be required to submit ongoing status or performance reporting information for a period of time defined by DNR. In the event that the grant is closed and there is no future activity required by the grantee, DNR staff would have the ability to report against the closed out grant in the system. The full audit trail associated with the grant will be available and the data within the grant can be pulled into the various reports that can be produced within the system.</p>	

1.104.6.10 AUDITING SUPPORT

As stewards of public funds, the State and State supported products are subject to audit. The solution must support the audit of grants.

These include but are not limited to:

- Financial audits (fund tracking)
- Performance audits (grant performed as expected)
- Security audits (personal information protected)
- Internal controls (appropriate approvals)

In addition to the above, the desired Solution will support operational auditing by stamping records with date, time, user id and appropriate transaction versioning.

1.104.6.10	Audit
<ol style="list-style-type: none"> 1. Describe the ability of the Solution to facilitate a financial audit 2. Describe the ability of the Solution to support performance audits 3. Describe the ability of the Solution to support security audits 4. Describe the ability of the Solution to support internal controls 5. Describe the ability of the Solution to support operational audits 	
<p>In addition to the above required items, please provide any additional relevant information on your approach to this section. Pay particular attention to how the Solution/approach satisfies requirements.</p>	
<p>Contractor Response:</p>	
<p>IntelliGrants was designed with full audit traceability capabilities. User initiated actions such as application status changes, note additions or system messages within IntelliGrants are date/time stamped to include the time the action was executed and the name of the person making the modification. IntelliGrants tracks changes at the field level; recording alterations to fields within the solution by date, time and user. Data is captured prior to the change as well as post change. IntelliGrants displays this information through an end user interface that can be accessed by both grantees and DNR staff.</p>	
<p>IntelliGrants enables our clients to meet audit compliance by creating a security role within the system for auditors and letting them perform the audits from within the system.</p>	

1.104.6.11 TESTING

User Acceptance Testing (UAT) will be executed against the State QA environment which mimics production. The Contractor must be mindful of this when licensing the Solution.

Key points to consider:

- The State is responsible for creating the test environment but the Contractor is responsible for assisting the State in the creation of test scripts.
- The State is responsible for identifying resources to perform UAT. It is anticipated testers will be comprised of both State and grantee resources.
- The Solution will be tested in accordance with the approved test plan as scheduled
- Errors discovered during UAT will be corrected or mitigated by the Contractor as agreed by both parties prior to production
- Tests executed from the Test Plan will verify documented functionality and demonstrate the performance required to handle anticipated peak demand
- The Contractor will validate all processes are in place to support UAT with the ability to record the results as planned
- The Contractor will facilitate workgroup meetings with identified “testers” to ensure they understand the UAT process and are knowledgeable on how to execute the test scripts
- The Contractor will distribute operational manuals and other support materials

1.104.6.11	Testing
<ol style="list-style-type: none"> 1. Describe your approach to UAT testing 	
<p>In addition to the above required items, please provide any additional relevant information on your approach to this section. Pay particular attention to how the Solution/approach satisfies requirements.</p>	
<p>Contractor Response:</p>	
<p>Agate Software uses an iterative process of designing and building functionality. User acceptance testing is performed and minor modifications, cosmetic changes, and other user driven changes are completed in a relatively short time period. We will work closely with DNR to document a detailed and thorough plan of the events and milestones involved in the implementation of the new system. The plan will involve the following elements:</p> <ul style="list-style-type: none"> • Unit Testing • System and Integration Testing • User Acceptance Testing • User Orientation and Training 	

These stages are not exclusive and often overlap to some extent. They may be repeated during the course of a larger project. The UAT documentation created for this project will be done in accordance with the SUITE requirements.

1.104.6.13 MOBILITY

Many of DNR’s customers use and depend on mobile technology comprising of Smart Phones and Tablets supported by the following technologies.

- Apple OS
- Google Android OS
- BlackBerry OS
- Windows Mobile OS

1.104.6.13	Mobility
1. Describe how your Solution will support/leverage mobile technology to satisfy requirements	
Contractor Response:	
IntelliGrants is fully accessible and usable from mobile devices such as tablets and smart phones. While we have not created an application specifically for use on these devices, the site can be accessed and fully utilized if the device has internet connectivity. The larger mobile devices such as ipads are the best to use for these functions. These devices can be very useful when performing onsite audits, reviews and capturing images. Images captured on the user’s device can be easily uploaded into the system.	
We can configure areas within the system to be more easily used on mobile devices considering the limited screen space a user will have. We’ll work with DNR at the onset of this engagement to define more specific requirements in this area.	

1.2 ROLES AND RESPONSIBILITIES

1.2.1 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

The Contractor will provide an updated Organization chart and staffing plan from the Master Contract which includes subcontractors who will be assigned to the Contract indicating the duties/responsibilities and qualifications of such personnel, and stating the amount of time each will be assigned to the project.

The Contractor will identify a Single Point of Contact (SPOC). The duties of the SPOC shall include, but 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 in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.

The contractor must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project contingent on award. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project upon execution of the contract.

All Key Personnel may be subject to the State’s interview and approval process. Any key staff substitution must have the prior approval of the State and the State has identified the following as key personnel for this project.

Key Personnel Position	Ker Personnel Name
Single Point of Contact (SPOC)	TBD – Subject to approval by State on or before 9/1/2013
Project Manager (CPM)	TBD – Subject to approval by State on or before 9/1/2013
Business Analyst (CBA)	TBD – Subject to approval by State on or before 9/1/2013
Training Coordinator (TC)	Will Hubbard
Lead Tester / Test Manager	Shawn Reed

The Contractor will provide a Project Manager (CPM) to interact with designated personnel from the State to insure a smooth transition to the new Solution. The CPM will coordinate all Contractor activities and create all reports required by State.

The CPM responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities
- Manage any Contractor subcontractors
- Assist the PM in developing and updating the project plan and schedule as needed
- Serve as the point person for all project issues
- Coordinate and oversee the day-to-day project activities of the project team
- Assess and report project feedback and status
- Escalate project issues, project risks, and other concerns
- Review all project deliverables and provide feedback
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures
- Prepare project documents and materials
- Manage and report on the project's budget

CPM Qualifications

1. 7+ years of recent IT project management experience managing large scale application development and implementation projects.
- 3+ years of experience working on projects involving interfacing with the State of Michigan or that of a similar state-level system.
- Experience in structured development process using a formal Project Management Methodology and formal Development Methodology.
- Certification as a Project Management Professional (PMP) is a plus

The Contractor will provide a Business Analyst (CBA) to interact with designated personnel from the State to insure a smooth transition to the new Solution.

CBA Qualifications

1. 5+ years of recent IT Business Analysis experience with large scale application development and implementation projects.
- Experience in eliciting good requirements using JAD sessions, interviews, document analysis, requirements workshops, business process descriptions, use cases, scenarios, business analysis, and task and workflow analysis.
- Experience in critically evaluating information gathered from multiple sources, reconcile conflicts, decompose high-level information into details, abstract up from low-level information to a general understanding, and distinguish user requests from the underlying true needs.
- Experience in collaborating with developers and subject matter experts to establish the technical vision and analyze tradeoffs between usability and performance needs.

The Contractor will provide a Training Coordinator (TC) to interact with designated personnel from the State to insure a smooth transition to the new Solution.

Training Coordinator Qualifications

1. 3+ years of experience leading the development and deployment of training.
- Experience in development of a Training Plan.
- Experience in definition, development and delivery of training employing different approaches including but not limited to class, online through the internet, and DVD.
- Experience in working with diverse audiences including technical employees and non-technical employees.
- Good communication and documentation skills.

The Contractor will provide a Lead Tester/ Test Manager to interact with designated personnel from the State to insure a smooth transition to the new Solution.

Lead Tester / Test Manager Qualifications

1. 3+ years of experience as a Test Lead or Test Manager responsible for development of test plan, test data and execution of wide variety of tests as listed in Section 1.104.11.

Experience in leading the testing effort of a real time, widely distributed system.
 Experience in leading the stress/load testing to verify system capacity and performance in an environment with select days having significantly high transaction volume.

The Contractor will provide sufficient qualified staff to satisfy the deliverables of this Contract Amendment.

1.2.2 ON SITE WORK REQUIREMENTS

Location of Work

At a minimum the Contractor must be onsite during project kickoff, requirements validation, and training. On site work will typically be Lansing Michigan or as agreed.

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. No overtime will be authorized or paid.
 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.
 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 training provided to the State by Contractor.

Security and Background Check Requirements

See Master Contract 2.091 for Security and Background Check Requirements.

1.2.3 STATE STAFF, ROLES, AND RESPONSIBILITIES

The project will be governed by a leadership team aggregated as Executive, Management, and project. Members of the Leadership teams 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 CPM, within 48-hours of their expected decision date.

Resource	Role	Responsibility
Mark Hoffman	DNR Executive	Executive Leadership
Linda Pung	DTMB Executive	Executive Leadership
Greg Faremouth	DTMB Procurement	Executive Leadership
Steve DeBrabander	DNR	Management Leadership
David Borzenski	DTMB	Management Leadership
Mark Kinnamon	PMO	Management Leadership
Jule Stafford	DNR	Project Leadership
Lucy Pline	DTMB	Project Leadership
Project Manager (TBA)	PMO	Project Leadership

The State will commit the following resources to project.

Physical

A limited number of Work spaces will be provided which include a desk, telephone, access to a printer, and access to a copier/fax machine.

Staff

The State will provide Subject Matter Experts (SME) as needed from various business disciplines to provide the vision, guidance, and support on how the Solution will satisfy the requirements.

Management

The State will provide a PM who is responsible for project execution and will coordinate activities between the Contractor and State resources.

Duties of the PM include but are not limited to:

- Orchestrate the use of State facilities as needed
- Coordinate State resources as needed
- Facilitate collaboration between stake holders
- Facilitate communication between stake holders
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off on DNR Project Coordinator approved 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.

1.3 PROJECT MANAGEMENT

1.3.1 MANAGEMENT OF THE PROJECT

1.3.1.1 PROJECT PLAN

Contractor will submit a Project Plan to the State, including necessary time frames and deliverables for the various stages of the project and the responsibilities and obligations of both the Contractor and the State.

The Project Plan documents will include the following:

- MS Project schedule
 - Internal milestones
 - Task durations
 - Deliverable target dates and critical paths
- Project approach
 - Scope statement with a description of the deliverables to be provided under this contract
 - Assumptions and exclusions
 - Critical success factors
 - Initial resource plan with anticipated resources identified by organization, role, and responsibility
- Initial risk plan
- Initial communication plan
- Anticipated hardware, materials, and supplies to be provided by the State in meeting the target dates established in the Project Plan

The Project schedule shall include the following milestones with anticipated subtasks:

1.3.1.2 PROJECT INITIATION

Deliverables from this phase includes authorization in the form of a Charter, a resource staffing plan identifying State and contractor resources by role and the anticipated load (viz. 60% load from date 1 to date 2), and the creation of a project budget.

1.3.1.3 PROJECT PLANNING

The State acknowledges every detail cannot be identified at this stage of the Project but the schedule should identify every major milestone with anticipated completion dates. The primary goal of this phase is to ensure the Contractor and the State have consistent expectations for the execution of the project.

Tasks for Initiation and Planning include but are not limited to:

- Create initial project plan
- Create initial project schedule
- Create initial resource/staffing plan
- Create initial communication plan
- Create initial risk registry
- Create initial issue log
- Project kick-off meeting
- Report Biweekly and Monthly Status or as requested

1.3.1.4 PROJECT EXECUTION AND CONTROL

Requirements Validation

This Contract Amendment represents a starting point for the Contractor in the preparation of the Solution for production. The State acknowledges the contract will begin with a number of unknowns and it is the Contractor's responsibility to review and validate requirements against current and desired business processes to determine how DNR can best maximize the benefits of the Solution.

The goal of this phase is to analyze current and desired business processes to discover how best to configure and/or modify the Solution to satisfy the requirements listed in the Contract Amendment.
Business Specification Document

The Business Specification Document (BSD) describes how the Solution will be configured based on the Contractor's analysis of the Contract Amendment, the "as-is", and the Contractor's experience with similar Solutions. This document will include but is not limited to:

- Detailed description of how business rules will be implemented and enforced
- Description of proposed application process flows
- Detailed description of application interactions with external systems
- Detailed description of the interaction between the data center and local components of the Solution
- Detailed description of error handling, logging, and error recovery

The BSD will demonstrate the Contractor's understanding of DNR business process requirements and illustrate how these will be satisfied in the proposed Solution.

Technical Specification Document

The Technical Specification Document (TSD) describes how the Solution will be configured to operate in the Enterprise and is rooted with information from the Contract Amendment, the Contractor's previous experience with similar Solutions, and activities undertaken during this phase of the Project. The document should include an inventory of required equipment, anticipated connectivity, and the interfaces to external entities. In the instance when multiple options are available, the Contractor will prepare a recommendation which includes benefits and risks of the solution and why the recommendation is preferred.

Tasks include but are not limited to:

- Facilitate work group meetings and/or Joint Application Development (JAD) sessions to verify and validate the requirements as defined in the Appendices, Exhibits, or based on past experience with similar situations
- Draft Business and Technical Requirements Documents
- Facilitate Solution walkthrough's at regular intervals to assess progress and quality
- Validate the Solution satisfies all applicable State IT standards
- Report all risks and/or issues which may impact the successful implementation of the Solution by the targeted date
- Create initial Requirements Tractability Matrix (RTM)
- Update project documents
 - project schedule
 - project plan
 - communication plan
 - risk registry
 - issue log
- Report Biweekly and Monthly Status or as requested

System Design Modifications

The focus of this phase is to create a design document which reflects the Solution as it will be for the State using the information obtained from earlier Project phases. In addition, this document will serve as a road map of changes and/or modifications required. In preparation for the next phase, the technology to track and report defects and issues should be staged. In summary, the design document should include all areas of the Solution including interfaces to external systems.

Tasks include but are not limited to:

- Create a system design document of the solution describing in detail
 - Data Center environment
 - Connectivity to external systems
 - Software to be configured and new software to be developed
- Create action plans to satisfy all identified dependencies and impediments
- Create initial test plans for the State's approval
- Prepare defect and issue tracking technology for the next Project phase

- Update the project schedule with data center configuration/modification milestone dates
- Draft initial training plan
- Update project documents
 - project plan
 - communication plan
 - risk registry
 - issue log
- Report all risks and/or issues which may impact the successful implementation of the Solution by the targeted date
- Report Biweekly and Monthly Status or as requested

Configure / Modify Solution

The Contractor shall perform the work required to bring the Solution to a fully operational state which satisfies requirements documented from earlier phases of the Project. At the conclusion of this phase all aspects of the Solution will be ready to train State resources and to perform “User Acceptance Testing” (UAT). The deliverables should meet or exceed the performance standards set forth by the Master Contract Service Level Agreement (SLA).

Tasks include but are not limited to:

- Configure, modify, and test core software running in the State QA environment
- Complete test plans for State approval in anticipation of UAT
- Establish and test links to external systems
- Configure, modify, and test the reporting environment as documented in earlier phases of the Project
- Create required reports
- Finalize test procedures and test scripts in preparation for UAT
- Facilitate Solution walkthrough's at regular intervals to assess progress and quality
- Training Plan
- Update project documents
 - project schedule
 - project plan
 - communication plan
 - risk registry
 - issue log
- Report all risks and/or issues which may impact the successful implementation of the Solution by the targeted date
- Report Biweekly and Monthly Status or as requested

Test the Solution

- The Solution is tested in accordance with the approved test plan and schedule developed in previous phases of the Project
- Errors discovered will be corrected or mitigated by the Contractor as agreed by both parties prior to production
- Tests executed from the Test Plan will verify documented functionality and demonstrate the performance required to handle anticipated peak demand and satisfy other conditions of the SLA

Tasks include but are not limited to:

- Test functions to ensure proper operation
- Test dependencies and integrations to ensure proper operation
- Validate all processes are in place to support UAT with the ability to record the results as planned
- Maintain a defect log
- Maintain an issue log
- Update project documents
 - project schedule
 - project plan
 - communication plan
 - risk registry
- Report all risks and/or issues which may impact the successful implementation of the Solution by the targeted date
- Report Biweekly and Monthly Status or as requested

Train Users

See 1.104.6.5

Tasks include but are not limited to:

- Validate all processes are in place to support UAT with the ability to record the results as planned.
- Facilitate workgroup meetings with identified "early adopters" to ensure they understand the UAT process and are knowledgeable on how to execute the test scripts
- Facilitate classes, workgroups meetings, and demonstrations to train DNR resources as planned
- Train Early Adopters as planned in preparation for UAT
- Train State staff as planned in the operation of the Solution
- Distribute operational manuals and support materials
- Update Requirements Traceability Matrix
- Maintain a defect log
- Maintain an issue log
- Update project documents
 - project schedule
 - project plan
 - communication plan
 - risk registry
- Report all risks and/or issues which may impact the successful implementation of the Solution by the targeted date
- Report Biweekly and Monthly Status or as requested

Implementation

The system must be fully operational and available to the public by December 3, 2013.

This includes but is not limited to:

- Move data center software and support components to production servers
- Link and configure external systems to production
- Enable 24x7 processes to satisfy SLA requirements and disaster recovery needs
- Run simulations to validate all components are in place and are functional
- Load required data
- Certify the Enterprise and support systems are production ready
- Deliver all documentation

1.3.1.5 Project Closeout

The goal of project closeout is to ensure all of the terms of the contract are satisfied and to plan for maintenance and support.

1.3.2 ORIENTATION MEETING

The Contractor should plan to attend within 30 calendar days from execution of the contract an orientation meeting to discuss the content and procedures of the contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for Contractor time and travel to attend this meeting.

1.3.3 PERFORMANCE REVIEW MEETINGS

The Contractor shall attend meetings to review the Contractor's performance under the Contract. The meetings will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Project Control

The Contractor will carry out this project under the direction and control of DTMB.

Within 10 business days of the execution of the Contract, the CPM will submit a project plan to the PM for final approval. This project plan must be in agreement with the Contract Amendment and must include the following:

The Contractor's project organizational structure.

The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.

The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.

The Contractor will manage the project in accordance with the SUITE methodology.

Contractor will use an automated tool like Microsoft Project for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract.

Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

1.3.4 REPORTS

A biweekly Project status report is required from the Contractor to the State Project Manager on the topics of status, schedule, risks, issues, impediments, deliverables, change control, and accomplishments, beginning upon execution of the Contract for the duration of the contract unless otherwise agreed to.

Reporting topics will include the following items.

- Project Status
- Planned % Complete
- Actual % complete
- Current SUITE stage
- Planned SUITE stage
- Planned Start Date
- Planned Finish Date
- Planned Hours
- Actual Start
- Actual Finish
- Actual Hours
- On Target for Completion (Y/N)

New Forecast Completion Date
of Defects Identified
of Defects Resolved
Pending Change Requests under the subheadings Corrective Actions and Enhancements
Help desk issues
Team Changes

1.4 RISKS – ISSUES – CHANGE MANAGEMENT

1.4.1 RISKS

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project. If the unknown becomes known or the event occurs, a risk may escalate to become an issue.

The Contractor is responsible for establishing a risk management plan including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.

The Contractor will submit an initial risk management plan to the State for approval within twenty (20) business days from execution of the contract. The risk management plan will be in accordance with the State's PMM methodology. The Contractor shall communicate the status of risks to the State's Project Manager biweekly, as required or agreed and the status must contain the following minimum elements:

- Risk
- Status
- Date documented
- Controlled
- Impact
- Description
- Trigger Event
- Mitigation
- Likely Project Phase
- Owner

The Contractor is responsible for identification of risks throughout the life cycle of the project. Mitigating and/or eliminating risks will be the responsibility of the assigned party.

1.4.2 ISSUES

An issue is an identified event that if not addressed, may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log in an agreed upon format, to document and track issues relating to the provision of services under this Contract. The Contractor shall communicate the status of issues to the State's Project Manager biweekly, as required or agreed and the status must contain the following minimum elements:

- Description of issue
- Status
- Date reported
- Resolution deadline
- Date resolved
- Project impact (viz. schedule, resources)
- Priority
- Assigned To
- Related risk
- Notes

1.4.3 CHANGE MANAGEMENT

Change management is defined as the process to communicate, assess, monitor, and control changes to system resources and processes. The State employs change management at the Project level and in its administration of Contracts.

The Contractor must employ change management procedures to handle requests which impact schedule or resources and such things as "out-of-scope" requests or enhancements. Change requests must be submitted to the Project Manager

and shall be approved by the State in writing before they are implemented. DTMB Procurement will issue an addendum to the Contract if required, via a Contract Change Notice if the Change request is approved.

1.5 ACCEPTANCE

1.5.1 CRITERIA

The Contractor will provide notice to the DTMB Project Manager when a deliverable is complete. The DTMB Project Manager in conjunction with the DNR Project Coordinator will evaluate the deliverable in order to determine if it satisfies the requirements of the Contract Amendment with an adequate level of quality. The Contractor will be provided written notice of approval or rejection within ten (10) business days of the receipt of notice.

In the event the work and/or deliverable is not accepted by the DTMB Project Manager, 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).

1.5.2 FINAL ACCEPTANCE

“Final Acceptance” will occur when the Solution to be delivered has been approved by the State and has been operating in production without any material deficiency for fourteen (14) consecutive days. If the State elects to defer putting the Solution into live production for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Project.

APPENDICES

- A. Requirements
- B. RESERVED - EA Assessment
- C. RESERVED - Resume Templates
- D. Cost Tables
- E. RESERVED - MS Project Template

APPENDIX A - REQUIREMENTS

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
Global Grant Application Requirements (Group 1)							
	1.0	All public-facing online forms must comply with Department of Technology, Management and Budget (DTMB) Agency Web Standards.			Y		
	1.1	The system must be able to export data to multiple data file formats that, at a minimum, are supported by Microsoft Office 2010.			Y		
	2.0	The system must be able to generate a system notification.			Y		
	2.1	The system must be able to incorporate .url within a system notification.			Y		
	2.2	An authorized role must be able to configure system notifications.			Y		
	2.3	An authorized role must be able to opt in or out of system notifications.			Y		The authorized role can be removed from a document and the user will no longer receive emails regarding that document.
	2.4	An authorized role must be able to enter email addresses in their profile for notifications.			Y		
	2.5	An authorized (administrative) role must be able to indicate the format of reminder communications sent.			Y		The system sends the messages as HTML. If there are no tags present then the message is sent in text. The DNR will be able to choose the content of the message (HTML tags or no HTML tags).
	2.6	The system must be able to limit the number of attachments within a notification.			N		Users may login to the system to view attachments.
	3.0	The system must be able to include text formatting functionality for online form text boxes.			Y		
	4.0	The system must be able to include spell check functionality for online form text boxes.			Y		
	5.0	The system must administratively maintain the character limit on text box content.			Y		
	6.0	The system must comply with DTMB enterprise security standards.			Y		
	7.0	System functionality must have role-based security.			Y		
	7.1	An authorized role must be able to create user roles, allowing access to functional areas in the system and restricting data edits depending upon role.			Y		
	7.1.1	The system must use permissions to control access to functional areas in the system based on user roles.			Y		
	7.2	An authorized role must be able to associate users to assigned designated roles.			Y		
	8.0	The system must store email addresses for the purpose of grant application notification(s).			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	8.1	An authorized role must be able to maintain email addresses for the purpose of grant application notification(s).			Y		
	9.0	The system must have .pdf format capability for generating reports.			Y		
	10.0	The system must have .csv format capability for generating reports.			Y		
	11.0	The system must have the ability to integrate with a designated scanning tool.			Y		
	11.1	The system must be able to receive information in a designated file format that is electronically scanned.			Y		
	11.2	The system must be able to store information that is electronically scanned.			Y		
	11.3	The system must be able to attach an electronic document to a grant application.			Y		
	11.4	The system must allow an authorized role to store a scanned image of the received grant application.			Y		
	11.4.1	An authorized role must maintain the original submitted grant application.			Y		
	11.4.2	An authorized role must be able to maintain updated versions of the a submitted grant application.			Y		
	11.5	The system must allow for grant application supplemental materials to be scanned and the resultant image stored with the application.			Y		
	12.0	The system must maintain grant management system document templates.			Y		
	12.1	An authorized role must be able to view a grant application template.			Y		
	12.2	An authorized role must be able to create a grant application template.			Y		
	12.3	An authorized role must be able to update a grant application template.			Y		
	12.4	An authorized administrative role must be able to delete a grant application template.			Y		
	12.4.1	The system must store historical data which cannot be modified when the original template is deleted.			Y		The system will not allow a template that is associated with data to be deleted. Therefore, the historical data will be stored.
	13.0	The system must notify an authorized role of system configurable events related to changes in grant application information.			Y		
	13.1	The system must allow an authorized role to maintain the list of grant application information to be monitored.			Y		
	13.2	The system must allow an authorized role to maintain the verbiage to be included in the notification for each type of application.			Y		
	13.3	The system must allow an authorized role to maintain the list of authorized role(s) (user groups) to be notified for each type of application.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	14.0	The system must maintain grant applications.			Y		
	15.0	The system must generate an email for grant workshop announcements.			Y		
	15.1	An authorized role must be able to view grant workshop announcements via the DNR web application.			Y		
	15.2	An authorized role must be able to create grant workshop announcements via the DNR web application.			Y		
	15.3	An authorized role must be able to update grant workshop announcements via the DNR web application.			Y		
	15.4	An authorized role must be able to delete grant workshop announcements via the DNR web application.			Y		
	16.0	An authorized role must be able to review the grant application for recommendation for admittance approval.			Y		
	16.1	The system must allow multiple authorized roles to review the same specified grant application information simultaneously.			Y		
	16.2	The system must allow an authorized role to request additional information electronically of the applicant to complete the grant application review.			Y		
	16.2.1	The system must notify the authorized role (responsible for obtaining the information) when additional grant information is needed.			Y		
	16.2.1.1	The system must allow the authorized role to record requests for additional information.			Y		
	16.2.1.2	The system must monitor open requests for information and provide notification of outstanding items.			Y		
	16.2.2	The system must allow an authorized administrative role to configure the number of days past which a request is considered outstanding.			Y		
	16.2.3	The system must allow an authorized role to update the status of the request for additional information.			Y		
	16.2.3.1	The system must be able to notify the authorized role(s) reviewing the grant application when additional information is recorded as received.			Y		
	17.0	An authorized role must have access to receive bounced email notifications.			Y		
	18.0	The system must be able to receive a submitted grant application.			Y		
	18.1	The system must allow an authorized role to record the receipt of a grant application.			Y		
	18.1.1	The system must allow the receipt of updated grant applications.			Y		
	18.1.2	The system must be able to store updated grant applications.			Y		
	18.1.2.1	An authorized role must be able to view an updated grant application.			Y		
	18.3	An authorized role must be able to view a submitted grant application.			Y		
	18.4	An authorized role must be able to update a submitted grant application.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	18.5	An authorized role must be able to delete a submitted grant application.			Y		
	19.0	The system must be able to send a communication to notify an applicant that an application was received.			Y		
	20.0	An administrative role must be able to send a communication to notify an applicant that an application is ineligible at any time in the grant application process..			Y		
	20.1	An authorized role must be able to indicate one or more administratively maintainable reasons why a grant application is ineligible.			Y		
	20.2	An authorized role must be able to enter narrative on why a grant application is ineligible.			Y		
	20.3	The system must send an ineligible notification indicating reasons for not meeting program requirements.			Y		
	21.0	An authorized role must be able to send a communication to notify an applicant that deficiencies were found in the received application.			Y		
	22.0	The system must be able to send a communication to notify an applicant that the received application is administratively complete.			Y		
	23.0	The system must be able to store grant application scores.			Y		
	23.1	An authorized role must be able to enter grant application scores into the system.			Y		
	23.2	An authorized role must be able to view grant application scores in the system.			Y		
	23.3	An authorized role must be able to update grant application scores in the system.			Y		
	23.4	An authorized role must be able to delete grant application scores in the system.			Y		
	24.0	The system must be able to send the final grant application scoring sheet(s) to a grantee.			Y		
	25.0	The system must maintain final grant application scoring sheets.			Y		
	25.1	An authorized role must be able to enter final grant application scores into the system.			Y		
	25.2	An authorized role must be able to view final grant application scores into the system.			Y		
	25.3	An authorized role must be able to update final grant application scores into the system.			Y		
	25.4	An authorized role must be able to delete final grant application scores into the system.			Y		
	26.0	The system must be able to generate a list of recommended grant projects.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	27.0	The system must be able to create and send an electronic list of recommended grant projects to a grantee.			N		Recommended grant projects can be viewed on the system portal.
	28.0	The system must be able to post a final approved list of funded grants on the DNR website.			N		The system can produce a report of final approved list of funded grants and the list can be manually uploaded to the DNR website.
	28.1	An authorized role must be able to post the final approved list of funded grants on the DNR website.			Y		
	28.2	An authorized role must be able to view the final approved list of funded grants on the DNR website.			N		An authorized role will be able to view the final approved list of funded grants on the IntelliGrants website. An authorized roe will be able to view the final approvd list of funded grants on the DNR website if the list was manually uploaded to the DNR website.
	28.3	An authorized role must be able to update the final approved list of funded grants on the DNR website.			N		An authorized role will be able to update the final approved list of funded grants on the IntelliGrants website.
	28.4	An authorized role must be able to delete the final approved list of funded grants on the DNR website.			N		An authorized role will be able to change the status of a grant from funded to not funded on the IntelliGrants website.
	29.0	The system must be able to send intermittent communication reminders to the grantee.			Y		
	29.1	The system must be able to send intermittent electronic communication reminders to the grantee, informing the grantee that the project agreement has not been submitted.			Y		
	29.2	An authorized role must be able to administratively maintain intermittent communication reminders.			Y		
	30.0	The system must be able to send a communication to the grantee indicating that the project agreement is not administratively complete.			Y		
	30.1	An authorized role must be able to monitor communication(s) sent to the grantee to notify them that a project agreement is not administratively complete based on a predetermined time schedule.			Y		
	31.0	The system must be able to monitor for receipt of updated project agreement information.			Y		
	31.1	An authorized role must be able to monitor the receipt of a completed project agreement.			Y		
	31.2	An authorized role must be able to view updated project agreement information.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	31.2.1	The system must store updated project agreement information.			Y		
	32.0	The system must store a .pdf scanned copy of a received project agreement.			Y		
	33.0	The system must monitor for receipt of a project agreement from the grantee.			Y		
	33.1	An authorized role must be able to view a received project agreement.			Y		
	34.0	An authorized role must be able to execute a project agreement.			Y		
	34.1	An authorized role must be able to scan an executed project agreement into the system.			Y		
	34.2	An authorized role must be able to enter information regarding the project agreement, including, but not limited to, the date the project agreement was executed, the grantee, the project number, and county.			Y		
	34.2.1	The system must relate the executed project agreement with the grantee via a project number.			Y		
	35.0	The system must be able to send the local unit of government a copy of the grant agreement.			Y		
	36.0	The system must store the original grant agreement that was sent to the local unit of government.			Y		
	37.0	The system must be able to store site inspection reports.			Y		
	38.0	The system must store a grant application pre-award site inspection report.			Y		
	39.0	An authorized role must be able to complete a pre-award site inspection report.			Y		
	40.0	The system must include a mobile application component.			N		The IntelliGrants website is accessible from mobile devices.
	40.1	The mobile application component must have the ability to function on specific types of devices (i.e. Laptop, iPad, tablet)			N		Specific types of devices (i.e. Laptop, iPad, tablet) can access the IntelliGrants website.
	40.2	The mobile application component must have the ability to function offline (synchronize) or online (via 3G or WiFi).			N		The IntelliGrants product does not include a mobile application component.
	41.0	The system must be able to synchronize with a related mobile application.			N		The IntelliGrants product does not include a mobile application component.
	42.0	An authorized role must be able to initiate synchronization on a mobile device between system information and related mobile information.			N		The IntelliGrants product does not include a mobile application component.
	43.0	The mobile application must be able to capture spatial information.			N		The IntelliGrants product does not include a mobile application component.
	43.1	The mobile application must be able to display spatial information.			N		The IntelliGrants product does not include a mobile application component.

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	43.1.1	An authorized role must be able to view spatial information on a map from the mobile application.			N		The IntelliGrants product does not include a mobile application component.
	43.2	An authorized role must be able to print spatial information displayed on a map from the mobile application.			N		The IntelliGrants product does not include a mobile application component.
	44.0	An authorized role must be able to view digital images from the mobile application.			N		The IntelliGrants product does not include a mobile application component.
	44.1	An authorized role must be able to print digital images from the mobile application.			N		The IntelliGrants product does not include a mobile application component.
	45.0	An authorized role must be able to store digital images in the mobile application.			N		The IntelliGrants product does not include a mobile application component.
	46.0	File size maximums on the mobile application must comply with state standards for file size maximum.			N		The IntelliGrants product does not include a mobile application component.
	47.0	An authorized role must be able to complete a post completion report for grant site inspections.			Y		
	48.0	The system must be able to maintain DNR project numbers for each grant project.			Y		
	48.1	An authorized role must be able to link a DNR project number to relate project and funding.			Y		
	48.2	An authorized role must be able to submit a DNR project number to be entered into MAIN.			Y		
	49.0	The system must maintain 5-year recreation plan(s).			Y		
	49.1	An authorized role must be able to create a 5-year recreation plan(s).			Y		
	49.2	An authorized role must be able to view a 5-year recreation plan(s).			Y		
	49.3	An authorized role must be able to update a 5-year recreation plan(s).			Y		
	49.4	An authorized role must be able to submit a 5-year recreation plan(s).			Y		
Recreation Passport - Grant Application Requirements (Group 1)							
	50.0	The system must provide a deficiency letter to the local unit of government if a submitted 5-year recreation plan was not approved.			Y		
	50.1	An authorized role must be able to maintain deficiency letters sent to a local unit of government when a 5-year recreation plan was not approved.			Y		
	51.0	The system must store re-submitted 5-year recreation plan(s).			Y		
	51.1	An authorized role must be able to maintain re-submitted recreation plan(s).			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	52.0	The system must send a communication to the grantee to include both a cover letter and project agreement after the final list of funded grants has been approved and posted to the DNR website.			N		The system will send a notification to notify a grantee that the cover letter and project agreement is available to view in the system after the final list of funded grants has been approved and posted to the DNR website.
	53.0	The system must maintain grant application post completion reports.			Y		
	53.1	An authorized role must be able to submit a grant application post completion report.			Y		
	53.2	An authorized role must be able to view a grant application post completion report.			Y		
	53.3	An authorized role must be able to update a grant application post completion report.			Y		
	54.0	The system must be able to send a communication with a preliminary evaluation sheet to a grantee.			N		The system will send a notification to notify a grantee that the preliminary evaluation sheet is available to view in the system.
	55.0	The system must send a communication indicating a preliminary grant application score.			Y		
	56.0	The system must store an electronic signature which will indicate that the DNR Director approved the recommended list of projects.			Y		
Trust Fund - Grant Application Requirements (Group 1)							
	57.0	The system must store packets provided to the Trust Fund board.			Y		
	57.1	An authorized role must be able to submit a board packet to be stored in the system.			Y		
	57.2	An authorized role must be able to update a board packet.			Y		
	57.3	An authorized role must be able to remove information from the board packet.			Y		
	58.0	The system must compile board packet information based on internal and external information received.			Y		
	59.0	The system must be able to send a notification to the Trust Fund Board with a list of final application scores.			Y		
	59.1	An authorized role must be able to select the recipients of the notification being sent to the board with the list of final application scores.			Y		
	59.2	An authorized role must be able to create the notification being sent to the board with the list of final application scores.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	60.0	The system must be able to post final application scores to the DNR website.			N		Final application scores will be available on the IntelliGrants website. The Final application scores can be downloaded from the IntelliGrants website and manually posted to the DNR website.
	60.1	An authorized role must be able to create final application scores posted to the DNR website.			Y		
	60.2	An authorized role must be able to view final application scores posted to the DNR website.			Y		
	60.3	An authorized role must be able to update final application scores posted to the DNR website.			N		An authorized role will be able to update final application scores on the IntelliGrants website.
	60.4	An authorized role must be able to delete final application scores posted to the DNR website.			Y		
	61.0	The system must be able to display trust fund grant application scoring via a web application.			Y		
	62.0	An authorized role must be able to view trust fund grant application scores via the web application.			Y		
	63.0	The system must be able to create draft legislative bill.			Y		
	64.0	The system must be able to send a draft bill.			Y		
	64.1	The system must be able to store recipients that received a draft bill.			Y		
	64.2	The system must be able to generate a program statement based on the approved information from the application.			Y		
	65.0	The system must send a communication indicating a preliminary grant application score.			Y		
Land and Water - Grant Application Requirements (Group 1)							
	66.0	The system must generate a list of recommended projects for funding.			Y		
	66.1	An authorized role must be able to maintain the list of recommended projects for funding.			Y		
	67.0	The system must send a communication to the DNR Director with the list of recommended projects for funding.			N		The system will send a notification to notify the director that the list of recommended projects is available to view in the system.
	67.1	An authorized role must be able to maintain the communication being sent to the DNR Director with the list of recommended projects for funding.			Y		
	68.0	The system must store the list of projects recommended by the DNR Director for National Park Service approval.			Y		
	69.0	The system must assign an NPS project number to each approved project.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	70.0	The system must send a communication to notify the grantee of required documentation.			Y		
	70.1	An authorized role must be able to determine the recipient of the communication.			Y		
	70.2	An authorized role must be able to maintain the verbiage within the communication being sent to the grantee requesting required documentation.			Y		
	70.3	An authorized role must be able to monitor for receipt of requested required documentation.			Y		
	70.4	The system must be able to send intermittent communication reminders to the grantee letting the grantee know that the required documentation has not been received, if required documentation has not been received within an administratively maintained timeframe.			Y		
	70.5	An authorized role must be able to administratively maintain intermittent communication reminders asking for required documentation.			Y		
	70.6	An authorized role must be able to review the required documentation received for administrative completeness.			Y		
	71.0	The system must be able to compile and send an application packet to NPS.			N		The system will send a notification to notify NPS that the application packet is available to view in the system.
	71.1	An authorized role must be able to prepare an application packet for NPS.			Y		
	71.2	An authorized role must be able to send an application packet to NPS.			Y		
	72.0	The system must store the original copy of the received project agreement from NPS.			Y		
	73.0	The system must send a communication with the prepared grant agreement to the specified local unit of government.			N		The system will send a notification to notify the local unit of government that the grant agreement is available to view in the system.
	74.0	The system must store an electronic signature which will indicate that the DNR Director approved the recommended list of projects.			Y		
Global Grant Application Requirements (Group 2)							
	75.0	All public-facing online forms must comply with Department of Technology, Management and Budget (DTMB) Agency Web Standards.			Y		
	75.1	The system must be able to export data to multiple data file formats that, at a minimum, are supported by Microsoft Office 2010.			Y		
	76.0	The system must be able to generate a system notification.			Y		
	76.1	The system must be able to incorporate a hyperlink within a system notification.			Y		
	76.2	An authorized role must be able to configure system notifications.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	76.3	An authorized role must be able to opt in or out of system notifications.			Y		The authorized role can be removed from a document and the user will no longer receive emails regarding that document.
	76.4	An authorized role must be able to enter email addresses in their profile for notifications.			Y		
	76.5	An authorized (administrative) role must be able to indicate the format of reminder communications sent.			Y		The system sends the messages as HTML. If there are no tags present then the message is sent in text. The DNR will be able to choose the content of the message (HTML tags or no HTML tags).
	76.6	The system must be able to limit the number of attachments within a notification.			N		Users may login to the system to view attachments.
	77.0	The system must be able to include text formatting functionality for online form text boxes.			Y		
	78.0	The system must be able to include spell check functionality for online form text boxes.			Y		
	79.0	The system must administratively maintain the character limit on text box content.			Y		
	80.0	The system must comply with DTMB enterprise security standards.			Y		
	81.0	System functionality must have role-based security.			Y		
	81.1	An authorized role must be able to create user roles, allowing access to functional areas in the system and restricting data edits depending upon role.			Y		
	81.1.1	The system must use permissions to control access to functional areas in the system based on user roles.			Y		
	81.2	An authorized role must be able to associate users to assigned designated roles.			Y		
	82.0	The system must store email addresses for the purpose of grant application notification(s).			Y		
	82.1	An authorized role must be able to maintain email addresses for the purpose of grant application notification(s).			Y		
	83.0	The system must have .pdf format capability for generating reports.			Y		
	84.0	The system must have .csv format capability for generating reports.			Y		
	85.0	The system must have the ability to integrate with a designated scanning tool.			Y		
	85.1	The system must be able to receive information in a designated file format that is electronically scanned.			Y		
	85.2	The system must be able to store information that is electronically scanned.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	85.3	The system must be able to attach an electronic document to a grant application.			Y		
	85.4	The system must allow an authorized role to store a scanned image of the received grant application.			Y		
	85.4.1	An authorized role must maintain the original submitted grant application.			Y		
	85.4.2	An authorized role must be able to maintain updated versions of the a submitted grant application.			Y		
	85.5	The system must allow for grant application supplemental materials to be scanned and the resultant image stored with the application.			Y		
	86.0	The system must maintain grant management system document templates.			Y		
	86.1	An authorized role must be able to view a grant application template.			Y		
	86.2	An authorized role must be able to create a grant application template.			Y		
	86.3	An authorized role must be able to update a grant application template.			Y		
	86.4	An authorized role must be able to delete a grant application template.			Y		
	87.0	The system must notify an authorized role of system configurable events related to changes in grant application information.			Y		
	87.1	The system must allow an authorized role to maintain the list of grant application information to be monitored.			Y		
	87.2	The system must allow an authorized role to maintain the verbiage to be included in the notification for each type of application.			Y		
	87.3	The system must allow an authorized role to maintain the list of authorized role(s) (user groups) to be notified for each type of application.			Y		
	88.0	The system must maintain grant applications.			Y		
	89.0	The system must generate an email for grant workshop announcements.			Y		
	89.1	An authorized role must be able to view grant workshop announcements via the DNR web application.			Y		
	89.2	An authorized role must be able to create grant workshop announcements via the DNR web application.			Y		
	89.3	An authorized role must be able to update grant workshop announcements via the DNR web application.			Y		
	89.4	An authorized role must be able to delete grant workshop announcements via the DNR web application.			Y		
	90.0	An authorized role must be able to review the grant application for recommendation for admittance approval.			Y		
	90.1	The system must allow multiple authorized roles to review the same specified grant application information simultaneously.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	90.2	The system must allow an authorized role to request additional information electronically of the applicant to complete the grant application review.			Y		
	90.2.1	The system must notify the authorized role (responsible for obtaining the information) when additional grant information is needed.			Y		
	90.2.1.1	The system must allow the authorized role to record requests for additional information.			Y		
	90.2.1.2	The system must monitor open requests for information and provide notification of outstanding items.			Y		
	90.2.2	The system must allow an authorized administrative role to configure the number of days past which a request is considered outstanding.			Y		
	90.2.3	The system must allow an authorized role to update the status of the request for additional information.			Y		
	90.2.3.1	The system must be able to notify the authorized role(s) reviewing the grant application when additional information is recorded as received.			Y		
	91.0	An authorized role must have access to receive bounced email notifications.			Y		
	92.0	The system must be able to receive a submitted grant application.			Y		
	92.1	The system must allow an authorized role to record the receipt of a grant application.			Y		
	92.1.1	The system must allow the receipt of updated grant applications.			Y		
	92.1.1.1	The system must be able to store updated grant applications.			Y		
	92.1.1.2	An authorized role must be able to view an updated grant application.			Y		
	92.2	An authorized role must be able to view a submitted grant application.			Y		
	92.3	An authorized role must be able to update a submitted grant application.			Y		
	92.4	An authorized role must be able to delete a submitted grant application.			Y		
	93.0	The system must be able to send a communication to notify an applicant that an application was received.			Y		
	94.0	An administrative role must be able to send a communication to notify an applicant that an application is ineligible due to lack of administrative completeness or incomplete due to insufficient attachments.			Y		
	95.0	An authorized role must be able to send a communication to notify an applicant that deficiencies were found in the received application.			Y		
	96.0	The system must be able to send a communication to notify an applicant that the received application is administratively complete.			Y		
	97.0	The system must be able to generate a list of recommended grant projects.			Y		
	98.0	The system must store an electronic signature which will indicate that the DNR Director approved the recommended list of projects.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	99.0	The system must be able to send intermittent communication reminders to the grantee.			Y		
	99.1	The system must be able to send intermittent electronic communication reminders to the grantee, informing the grantee that the project agreement has not been submitted.			Y		
	99.2	An authorized role must be able to administratively maintain intermittent communication reminders.			Y		
	100.0	The system must be able to send a communication to the grantee indicating that the project agreement is not administratively complete.			Y		
	100.1	An authorized role must be able to monitor communication(s) sent to the grantee to notify them that a project agreement is not administratively complete based on a predetermined time schedule.			Y		
	101.0	The system must be able to monitor for receipt of updated project agreement information.			Y		
	101.1	An authorized role must be able to monitor the receipt of a complete project agreement.			Y		
	101.2	An authorized role must be able to view updated project agreement information.			Y		
	101.2.1	The system must store updated project agreement information.			Y		
	102.0	The system must store a received project agreement.			Y		
	103.0	The system must monitor for receipt of a project agreement from the grantee.			Y		
	103.1	An authorized role must be able to view a received project agreement.			Y		
	104.0	The system must be able to execute a grant agreement.			Y		
	105.0	The system must have the ability to print the executed grant agreement to send to the grantee.			Y		
	106.0	The system must be able to send the local unit of government a copy of the grant agreement.			N		The system will send a notification to notify the local unit of government that the grant agreement is available to view in the system.
	107.0	The system must store the original grant agreement that was sent to the local unit of government.			Y		
	108.0	The system must be able to store site inspection reports.			Y		
	109.0	The system must store a grant application pre-award site inspection report.			Y		
	110.0	An authorized role must be able to complete a pre-award site inspection report.			Y		
	111.0	An authorized role must be able to complete a post completion report for grant site inspections.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	112.0	The system must be able to maintain DNR project numbers for each grant project.			Y		
	112.1	An authorized role must be able to link a DNR project number to relate project and funding.			Y		
	112.2	An authorized role must be able to submit a DNR project number to be entered into MAIN.			Y		
	113.0	The system must store historical data.			Y		
Dam Management - Grant Application Requirements (Group 2)							
	114.0	The system must assign a unique id to grant applications received online.			Y		
	115.0	The system must send a notification to the grant applicant that indicates receipt of the application.			Y		
	115.1	An authorized role must be able to maintain notifications sent to the grant applicant indicating receipt of an application.			Y		
	116.0	The system must send a notification to the grant applicant that indicates the received application is ineligible.			Y		
	116.1	An authorized role must be able to monitor the notification sent to the grant applicant indicating an ineligible application.			Y		
	116.2	An authorized role must administratively maintain timeframes for which notifications are to be sent to grant recipients.			Y		
	117.0	The system must be able to receive an appeal request submitted by a grant applicant.			Y		
	117.1	The system must store a copy of the submitted appeal request.			Y		
	118.0	An authorized role must be able to monitor the receipt of an appeal request from a grant applicant.			Y		
	119.0	The system must maintain a prioritized list of applications determined by the score received during a joint review with authorized roles.			Y		
	119.1	An authorized role must be able to maintain a prioritized list of applications.			Y		
	119.2	An authorized role must be able to view a prioritized list of applications.			Y		
	119.3	An authorized role must be able to update a prioritized list of applications.			Y		
	119.4	An authorized role must be able to delete a prioritized list of applications.			Y		
	120.0	The system must be able to store grant application scores.			Y		
	120.1	An authorized role must be able to enter grant application scores into the system.			Y		
	120.2	An authorized role must be able to view grant application scores in the system.			Y		
	120.3	An authorized role must be able to update grant application scores in the system.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	120.4	An authorized role must be able to delete grant application scores in the system.			Y		
	121.0	The system must be able to send the final grant application scoring sheet(s) to a grantee.			N		The system will send a notification to notify a grantee that the final grant application scoring sheet is available to view in the system.
	122.0	The system must maintain final grant application scoring sheets.			Y		
	122.1	An authorized role must be able to enter final grant application scores into the system.			Y		
	122.2	An authorized role must be able to view final grant application scores into the system.			Y		
	122.3	An authorized role must be able to update final grant application scores into the system.			Y		
	122.4	An authorized role must be able to delete final grant application scores into the system.			Y		
	123.0	The system must display a list of recommended projects.			Y		
	123.1	An authorized role must be able to distribute the list of recommended projects to a predetermined list of recipients.			Y		
	124.0	The system must be able to send a communication to a grant recipient as notification of a grant award.			Y		
	124.1	An authorized role must be able to maintain the verbiage of the communication being sent to a grant recipient notifying of a grant award.			Y		
	125.0	The system must store a scanned image of the grant award notification.			Y		
	125.1	An authorized role must be able to link the scanned grant award image to the grant recipient file record within the system.			Y		
	125.2	The system must send communication to the grant recipient with the scanned grant award image as an attachment notifying of a grant award.			N		The system will send a notification to notify a grantee that the grant award is available to view in the system.
	126.0	The system must post the awarded grant recipient list online.			N		The system can produce a report of awarded grant recipient list and the list can be downloaded from the IntelliGrants website and manually uploaded to the DNR website.
	126.1	An authorized role must be able to maintain the grant recipient list online.			Y		
	126.2	An authorized role must be able to create the grant recipient list.			Y		
	126.3	An authorized role must be able to view the grant recipient list.			Y		
	126.4	An authorized role must be able to update the grant recipient list.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	126.5	An authorized role must be able to delete the grant recipient list.			Y		An authorized role will be able to change the status of a grant from funded to not funded on the IntelliGrants website which could remove or add grantees to the grant recipient list report.
Marine Safety - Grant Application Requirements (Group 2)							
	127.0	The system must be able to receive notification from the MSA indicating the recipient of the Marine Officer Training School Grant.			Y		
	127.1	An authorized role must be able to maintain information on the recipient of the Marine Officer Training School Grant.			Y		
	127.2	An authorized role must be able to view information on the recipient of the Marine Officer Training School Grant.			Y		
	127.3	An authorized role must be able to update information on the recipient of the Marine Officer Training School Grant.			Y		
	128.0	The system must send an application to the grant recipient of the Marine Officer Training School Grant.			N		The system will send a notification to notify a grant recipient that an application is available to complete in the system.
	129.0	The system must be able to receive an application from a Marine Officer Training School Grantee.			Y		The application will have to be completed in the system.
	130.0	The system must assign a unique id to grant applications received online.			Y		
	130.1	The system must assign a unique id to a Marine Officer Training School Grant application.			Y		
	130.1.1	The system must assign a county name as the unique id to a Marine Officer Training School Grant Application.			Y		
	130.2	The system must assign a unique id to a Marine Safety application.			Y		
	130.2.1	The system must assign a county name as the unique id to a marine safety grant application.			Y		
	131.0	The system must send a notification to the grant applicant that indicates receipt of the application.			Y		
	132.0	An authorized role must be able to maintain notifications sent to the grant applicant indicating receipt of an application.			Y		
	133.0	The system must send a notification to the grant applicant that indicates the received application is ineligible.			Y		
	134.0	An authorized role must be able to monitor the notification sent to the grant applicant indicating an ineligible application.			Y		
	135.0	The system must determine amount of grant funding to appropriate.			Y		
	136.0	An authorized role must be able to maintain appropriated grant funding.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	137.0	The system must determine the Marine Officer Training School Grant amount.			Y		
	138.0	The system must send a notification of a grant amount with a grant agreement for a Marine Safety School Grant to the grantee.			N		The system will send a notification to notify a grantee that grant amount with a grant agreement is available to complete in the system.
	138.1	An authorized role must be able to maintain notifications sent indicating a grant amount with a grant agreement for a Marine Safety School Grant to the grantee.			Y		
	139.0	The system must have timestamp capability for tracking when marine safety activity was entered in the system.			Y		
	139.1	An authorized role must be able to add marine safety activity in the system.			Y		
	139.2	An authorized role must be able to view marine safety activity in the system.			Y		
	139.3	An authorized role must be able to update marine safety activity in the system.			Y		
	139.4	An authorized role must be able to delete marine safety activity in the system.			Y		
	140.0	An authorized role must be able to log into the system and view a .pdf of a marine safety activity notification.			Y		Document template forms can be viewed as a PDF. Notifications (system messages and emails) are not available in PDF format.
	140.1	A authorized role must be able to log into the system and view who has accessed or viewed the marine safety activity notification(s).			N		A authorized role will be able to view the users that created and last saved document template forms.
	141.0	An authorized role must have administrative ability to post marine safety log activity to the web.			Y		
	142.0	An authorized role must have administrative ability to remove marine safety log activity on the web.			Y		
	143.0	The system must determine the total amount for operating and equipment grants.			Y		
	143.1	An authorized role must be able to maintain operating and equipment grant amounts.			Y		
	143.2	An authorized role must be able to view operating and equipment grant amounts.			Y		
	143.3	An authorized role must be able to update operating and equipment grant amounts.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	143.4	An authorized role must be able to delete operating and equipment grant amounts.			Y		
	144.0	The system must determine feasibility of equipment grant application(s).			Y		
	144.1	An authorized role must be able to maintain the determined feasibility of equipment grant application(s).			Y		
	145.0	The system must determine an operating amount to grant per county that applied for a marine safety grant.			Y		
	145.1	An authorized role must be able to maintain operating amounts granted to each county that applied for a marine safety grant.			Y		
	145.2	An authorized role must be able to view operating amounts granted to each county that applied for a marine safety grant.			Y		
	145.3	An authorized role must be able to update operating amounts granted to each county that applied for a marine safety grant.			Y		
	146.0	The system must determine an equipment amount to grant per county that applied for a marine safety grant.			Y		
	146.1	An authorized role must be able to maintain equipment amounts granted to each county that applied for a marine safety grant.			Y		
	146.2	An authorized role must be able to view equipment amounts granted to each county that applied for a marine safety grant.			Y		
	146.3	An authorized role must be able to update equipment amounts granted to each county that applied for a marine safety grant.			Y		
	147.0	The system must store a debarment list for all counties that applied for a marine safety grant.			Y		
	147.1	An authorized role must be able to view the debarment list to verify that a county of a marine safety grantee does not appear on the list.			Y		
	147.2	An authorized role must be able to remove a county from a grant recipient list if county is located on the debarment list.			Y		
	148.0	The system must send a notification to the Michigan Sheriff's Association with a list of marine safety grant recipients via email or .pdf.			Y		
	148.1	An authorized role must be able to monitor the notifications sent to the Michigan Sheriff's Association.			Y		
	149.0	An authorized role must be able to maintain the list of marine safety grant recipients.			Y		
	150.0	The system must provide an online narrative indicating decisions made which lead to the grantee selection.			Y		The system will store narrative entered by an authorized role indicating decisions made which lead to the grantee selection.
	150.1	An authorized role must maintain an online narrative indicating decisions made which lead to the grantee selection.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	151.0	The system must support but is not limited to .html, .csv and .pdf formatting.			Y		
	152.0	The system must maintain a list of data items to be used for marine safety inventory.			Y		
	152.1	An authorized role must be able to create the marine safety inventory list.			Y		
	152.2	An authorized role must be able to update the marine safety inventory list.			Y		
	152.3	An authorized role must be able to view the marine safety inventory list.			Y		
	152.4	An authorized role must be able to delete the marine safety inventory list.			Y		
	153.0	The system must be able to store a marine safety inventory form.			Y		
	154.0	The system must be able to display a marine safety inventory form.			Y		
	154.1	An authorized role must maintain receipt of a completed marine safety inventory report by county along with the receipt of equipment application(s).			Y		
	155.0	The system must send a notification to an authorized role indicating equipment application is not complete due to the lack of inventory report.			Y		
	155.1	The notification must include a deficiency report to a county if the equipment application does not have the following: <ul style="list-style-type: none"> • Type of equipment • Purchase date • Purchase price • Vendor • Equipment identifier 			N		The system will send a notification to notify a user that a deficiency report is available to view in the system.
	155.2	An authorized role must be able to maintain receipt of re-submitted equipment application(s) accompanied by a complete inventory report.			Y		
Global Grant Admin Project Oversight Requirements (Group 1)							
	156.0	All public-facing online forms must comply with Department of Technology, Management and Budget (DTMB) Agency Web Standards.			Y		
	156.1	The system must be able to export data to multiple data file formats that, at a minimum, are supported by Microsoft Office 2010.			Y		
	157.0	The system must be able to send a project agreement to a grantee.			N		The system will send a notification to notify a grantee that a project agreement is available to view in the system.
	158.0	The system must store a digital image of the original project agreement.			Y		
	158.1	The system must store a digital image in a .pdf format or other pre-determined designated format.			Y		
	158.2	An authorized role must be able to view a digital image of a project agreement.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	158.3	An authorized role must be able to print a digital image of a project agreement.			Y		
	158.4	An authorized role must be able to electronically send a digital image of a project agreement.			Y		
	159.0	The system must maintain a log file which contains the history of who logged into the system.			Y		
	159.1	An authorized role must be able to view the log file with the most recent history appearing first.			Y		
	160.0	The system must maintain a timestamp for when an authorized role logs into the system.			Y		
	161.0	The system must store a digital image of a re-submitted project agreement.			Y		
	161.1	An authorized role must be able to view a digital image of a re-submitted project agreement.			Y		
	162.0	The system must store the date the project agreement was executed which is captured on the project agreement			Y		
	162.1	An authorized role must be able to input the date in the system which was captured on the project agreement.			Y		
	163.0	The system must store a digital copy of an executed project agreement.			Y		
	163.1	An authorized role must be able to view a digital copy of a signed project agreement.			Y		
	164.0	The system must be able to maintain system notification information.			Y		
	164.1	The system must be able to incorporate .url within a system notification.			Y		
	164.2	An authorized role must be able to configure system notifications.			Y		
	164.3	An authorized role must be able to opt in or out of system notifications.			Y		The authorized role can be removed from a document and the user will no longer receive emails regarding that document.
	164.3.1	An authorized administrative role must be able to indicate that notifications, by type or by specific message, cannot be on an authorized role's "opt out" list.			N		An authorized administrative role will be able to choose what the user has access to and emails will be sent according to access to specific document templates.
	164.4	An authorized role must be able to enter email addresses in his/her profile for notifications.			Y		
	164.5	An authorized (administrative) role must be able to indicate the format of reminder communications sent.			Y		The system sends the messages as HTML. If there are no tags present then the message is sent in text. The DNR will be able to choose the content of the message (HTML tags or no HTML tags).

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	164.6	The system must be able to limit the number of attachments within a notification.			N		Users may login to the system to view attachments.
	165.0	The system must comply with DTMB enterprise security standards.			Y		
	166.0	System functionality must have role-based security.			Y		
	166.1	An authorized role must be able to create user roles, allowing access to functional areas in the system and restricting data edits, depending upon role.			Y		
	166.1.1	The system must use permissions to control access to functional areas in the system based on user roles.			Y		
	166.2	An authorized role must be able to associate users to assigned designated roles.			Y		
	167.0	The system must store email addresses for the purpose of project agreement notification(s).			Y		
	167.1	An authorized role must be able to maintain email addresses for the purpose of project agreement notification(s).			Y		
	168.0	The system must have .pdf format capability for generating reports.			Y		
	169.0	The system must have .csv format capability for generating reports.			Y		
	170.0	The system must have the ability to integrate with a designated scanning tool.			Y		
	170.1	The system must be able to receive scanned information in a designated file format.			Y		
	170.2	The system must be able to store files that are electronically scanned.			Y		
	170.3	The system must be able to attach an electronic document to a project agreement.			Y		
	170.4	The system must allow an authorized role to store a scanned image of the received project agreement.			Y		
	170.4.1	An authorized role must maintain the original submitted project agreement.			Y		
	170.4.2	An authorized role must be able to maintain updated versions of the submitted project agreement.			Y		
	170.5	The system must allow for project agreement supporting documentation to be scanned and the resultant image stored with the agreement.			Y		
	171.0	The system must maintain project agreement system document templates.			Y		
	171.1	An authorized role must be able to view a project agreement template.			Y		
	171.2	An authorized role must be able to create a project agreement template.			Y		
	171.3	An authorized role must be able to update a project agreement template.			Y		
	171.4	An authorized administrative role must be able to delete a project agreement template.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	171.4.1	The system must store historical data which cannot be modified when the original template is deleted.			Y		The system will not allow a template that is associated with data to be deleted. Therefore, the historical data will be stored.
	172.0	The system must notify an authorized role of system configurable events related to changes in project agreement information.			Y		
	172.1	The system must allow an authorized role to maintain the list of project agreement information to be monitored.			Y		
	172.2	The system must allow an authorized role to maintain the verbiage to be included in the notification for each type of project agreement.			Y		
	172.3	The system must allow an authorized role to maintain the list of authorized role(s) (user groups) to be notified for each type of project agreement.			Y		
	173.0	The system must allow an authorized role to request additional information electronically of the grantee to complete the project agreement review.			Y		
	173.1	The system must maintain dates and generate a notification to the authorized role (responsible for obtaining the information) when additional project agreement information is needed.			Y		
	173.1.1	The system must allow the authorized role to record requests for additional information.			Y		
	173.2	The system must monitor open requests for information and provide notification of outstanding items.			Y		
	173.2.1	The system must allow an authorized administrative role to configure the number of days past which a request is considered outstanding.			Y		
	173.2.2	The system must allow an authorized role to update the status of the request for additional information.			Y		
	173.2.3	The system must be able to notify the authorized role(s) reviewing the project agreement when additional information is recorded as received.			Y		
	174.0	An authorized role must have access to receive bounced email notifications.			Y		
	175.0	The system must be able to receive a submitted project agreement.			Y		
	175.1	The system must allow an authorized role to record the receipt of a project agreement.			Y		
	175.1.2	The system must allow the receipt of an updated project agreement.			Y		
	175.1.2.1	The system must be able to store updated project agreements.			Y		
	175.1.2.1.1	An authorized role must be able to view an updated project agreement.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	175.2	An authorized role must be able to view a submitted project agreement.			Y		
	175.3	An authorized role must be able to update a submitted project agreement.			Y		
	175.4	An authorized role must be able to delete a submitted project agreement.			Y		
	176.0	The system must be able to send a communication to the grantee indicating that there is insufficient information in the attached documents within the project agreement.			Y		
	176.1	An authorized role must be able to indicate whether or not attached documents within the project agreement are sufficient.			Y		
	176.2	An authorized role must be able to send a communication to notify an applicant that deficiencies were found in the received project agreement.			Y		
	177.0	An authorized role must be able to "execute" a project agreement.			Y		
	177.1	An authorized role must be able to maintain an executed project agreement.			Y		
	177.2	An authorized role must be able to view an executed project agreement.			Y		
	173.0	The system must be able to send a communication to notify a grantee that a project agreement was received.			Y		
	174.0	The system must store a list of past due project agreements.			Y		The system can produce a report of past due project agreements based on status.
	174.1	An authorized role must be able to view a list of past due project agreements.			Y		
	175.0	The system must be able to send intermittent communication reminders to the grantee.			Y		
	176.0	The system must be able to monitor for receipt of updated project agreement information.			Y		
	176.1	An authorized role must be able to monitor for the receipt of a complete project agreement.			Y		
	176.2	An authorized role must be able to view updated project agreement information.			Y		
	176.2.1	The system must store updated project agreement information.			Y		
	177.0	An authorized role must be able to scan an executed project agreement into the system.			Y		
	178.0	An authorized role must be able to enter information regarding the project agreement, including, but not limited to, the date the project agreement was executed, the grantee, the project number, and county.			Y		
	179.0	The system must relate the executed project agreement with the grantee via a project number.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	180.0	The system must be able to send the local unit of government a copy of the executed project agreement.			N		The system will send a notification to notify a grantee that a copy of the executed project agreement is available to view in the system.
	181.0	The system must store an electronic copy of the original project agreement that was sent to the local unit of government.			Y		
	182.0	The system must store received documentation from a grantee which includes, but is not limited to, the following: <ul style="list-style-type: none"> • Bid/Quote Tabulation Form • Bid/Quote Documents 			Y		
	182.1	An authorized role must be able to view bid tabulation and supporting documentation.			Y		
	182.2	An authorized role must be able to maintain bid tabulation and supporting documentation.			Y		
	183.0	The system must have access to the LARA Prohibited List.			Y		
	183.1	An authorized role must be able to verify if a winning contractor resides on the LARA prohibited list.			Y		
	183.1.1	The system must send a notification to a grantee indicating that the chosen contractor appeared on the LARA prohibited list and another contractor must be selected.			Y		
	183.1.2	The system must send a notification to a grantee indicating that a contractor was approved.			Y		
	184.0	The system must monitor for receipt of a development reimbursement request.			Y		
	184.1	An authorized role must be able to view reimbursement request for a development reimbursement request.			Y		
	184.2	An authorized role must be able to maintain a development reimbursement request.			Y		
	185.0	The system must store development reimbursement requests.			Y		
	185.1	An authorized role must be able to view development reimbursement requests.			Y		
	185.2	An authorized role must be able to maintain development reimbursement requests.			Y		
	185.3	An authorized role must be able to review development reimbursement requests for eligibility and documentation of expenditures.			Y		
	186.0	The system must deduct development reimbursement expenses if deemed ineligible for reimbursement.			Y		
	186.1	An authorized role must be able to maintain development reimbursement expenses.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	187.0	The system must send a communication to include a summary of expenses and reimbursement to grant coordinators for approval.			Y		
	187.1	An authorized role must be able to maintain the summary of expenses and reimbursement.			Y		
	188.0	The system must capture the approval from a grant coordinator for a summary of expenses and reimbursement.			Y		
	189.0	The system must store onsite inspection reports and supporting documentation.			Y		
	189.1	The system must send a communication to include an onsite inspection report and supporting documentation to DNR audit.			Y		
	189.2	An authorized role must be able to view an onsite inspection report and supporting documentation.			Y		
	189.3	An authorized role must be able to maintain an onsite inspection report and supporting documentation.			Y		
	190.0	The system must send a notification to the grantee indicating that a payment was released in MAIN.			Y		
	190.1	An authorized role must be able to maintain a notification sent to a grantee indicating that a payment was released in MAIN.			Y		
Recreation Passport - Grant Admin Project Oversight Requirements (Group 1)							
	191.0	The system must send a communication to a grantee with a project amendment to revise a project.			Y		
	191.1	An authorized administrative role must be able to maintain amendments for a project agreement.			Y		
	191.2	An authorized role must be able to view amendments for a project agreement.			Y		
	191.3	An authorized role must be able to update amendments for a project agreement.			Y		
	192.0	The system must store a digital image of the original project amendment.			Y		
	192.1	The system must store a digital image in a .pdf format or other pre-determined designated format.			Y		
	192.2	An authorized role must be able to view a digital image of a project amendment.			Y		
	192.3	An authorized role must be able to print a digital image of a project amendment.			Y		
	192.4	An authorized role must be able to electronically send a digital image of a project amendment.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	193.0	The system must store received checklist and specifications that were sent with a project agreement. Documents to include but not limited to: <ul style="list-style-type: none"> Project Implementation Schedule Estimated Budget and Professional Services Certification Form Summary of Expenses 			Y		
	193.1	An authorized role must be able to view all received checklist and specifications for a project agreement.			Y		
	194.0	An authorized role must be able to maintain submitted project agreement documentation.			Y		
	195.0	The system must be able to receive a notification form which includes, but is not limited to, a quote tabulation form and quote documents.			Y		
	195.1	The system must store received notification forms which include, but are not limited to, a quote tabulation form and quote documents.			Y		
	195.2	An authorized role must be able to view notification forms.			Y		
	196.0	The system must be able to send a communication to a grantee that a project agreement checklist has been approved.			Y		
	197.0	The system must be able to store the date that a notification of contractor/vendor selection and bid tabulation approval is sent.			Y		
	197.1	The system must have reporting capability to track the projects that are in a holding pattern with a two-year obligation to complete.			Y		
	197.2	An authorized role must be able to monitor a two-year timeframe once a project agreement checklist has been approved.			Y		
	198.0	The system must send notification to a grantee indicating the ability to select a contractor for bid.			Y		
	199.0	The system must store a list of all grantees and information received for supporting grants.			Y		
	199.1	The system must store a mass tabular data view of information received for a grant that includes, but is not limited to, the following: <ul style="list-style-type: none"> Grantee Dates Dollar amounts. 			Y		
	200.0	The system must record when a payment is released.			Y		
	200.1	The system must record if a payment released was a first payment.			Y		
	200.2	An authorized role must be able to view records capturing payment information.			Y		
	201.0	The system must send a communication to a grantee explaining reimbursement information which may include adjustments made to the requested amount to equal the payment amount.			N		The system will send a notification to notify a grantee that reimbursement information is available to view in the system.

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	201.1	An authorized role must be able to maintain communications sent to a grantee explaining reimbursement information which may include adjustments to a payment.			Y		
	202.0	The system must be able to send a communication with a Final Compliance Onsite Inspection Report with directions to a grantee.			N		The system will send a notification to notify a grantee that a Final Compliance Onsite Inspection Report with directions is available to view in the system.
	202.1	An authorized role must be able to view a Final Compliance Onsite Inspection Report with directions.			Y		
	202.2	An authorized role must be able to maintain a Final Compliance Onsite Inspection Report with directions.			Y		
Trust Fund Acquisition - Grant Admin Project Oversight Requirements (Group 1)							
	203.0	The system must be able to send a notification to a local unit of government indicating a need for a 40-year title search, non-recreational structure removal plan and environmental due diligence if not already received by the DNR.			Y		
	204.0	The system must store historical data indicating why a grant was not approved and/or why the related property was not considered clean.			Y		
	204.1	The system must have report capability for the purpose of producing a report showing grants that were not approved and a reason to support that decision.			Y		
	205.0	The system must be able to receive notification that a due care plan has been approved.			Y		
	205.1	An authorized role must be able to view a due care plan.			Y		
	206.0	The system must store Phase II due diligence information.			Y		
	207.0	The system must send a communication to a local unit of government indicating that the appraisal process may commence.			Y		
	207.1	An authorized role must be able to maintain the communication sent to a local unit of government indicating that the appraisal process can commence.			Y		
	208.0	The system must be able to receive an appraisal.			Y		
	208.1	The system must store an appraisal.			Y		
	208.2	An authorized role must be able to view an appraisal.			Y		
	208.3	An authorized role must be able to maintain an appraisal.			Y		
	209.0	The system must be able to receive a real-estate appraisal review memo from the appraisal reviewer which contains fair market value.			Y		
	209.1	The system must store a real-estate appraisal review memo.			Y		
	209.2	An authorized role must be able to view a real-estate appraisal review memo.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	209.3	An authorized role must be able to maintain a real-estate appraisal review memo.			Y		
	210.0	The system must send communication to a local unit of government with the fair market value (FMV) and supporting documentation for land acquisition reimbursement.			N		The system will send a notification to notify a local unit of government that the FMV and supporting documentation is available to view in the system.
	210.1	An authorized role must be able to view the fair market value and supporting documentation for land acquisition reimbursement.			Y		
	211.0	The system must maintain a link to a state certified appraiser being used for the purchase of land.			Y		
	212.0	The system must be able to receive an acquisition reimbursement request and supporting documentation for an acquisition reimbursement.			Y		
	212.1	The system must store an acquisition reimbursement request and supporting documentation for an acquisition reimbursement.			Y		
	212.2	An authorized role must be able to view an acquisition reimbursement request and supporting documentation for an acquisition reimbursement.			Y		
	212.3	An authorized role must be able to monitor for receipt of an acquisition reimbursement request and supporting documentation for an acquisition reimbursement.			Y		
	213.0	The system must calculate the reimbursement amount based on the grant percentage of eligible expenditures.			Y		
	213.1	An authorized role must be able to view the reimbursement amount based on the grant percentage of eligible expenditures.			Y		
	213.2	An authorized role must be able to update the reimbursement amount based on the grant percentage of eligible expenditures.			Y		
	213.3	An authorized role must be able to delete a reimbursement amount.			Y		
	214.0	The system must be able to send a communication to a local unit of government with the fair market value (FMV) and checklist of supporting documentation for land acquisition escrow.			N		The system will send a notification to notify a local unit of government that the FMV and supporting documentation is available to view in the system.
	214.1	An authorized role must be able to view the fair market value and checklist of supporting documentation for land acquisition escrow.			Y		
	215.0	The system must be able to receive draft escrow closing packet documentation.			Y		
	215.1	The system must store the received documentation for the draft escrow closing packet.			Y		
	215.2	An authorized role must be able to view draft escrow closing packet documentation.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	216.0	The system must be able to send a communication to a local unit of government requesting a modified escrow closing packet.			Y		
	216.1	An authorized role must be able to view documentation included in the modified escrow closing packet.			Y		
	216.2	An authorized role must be able to monitor for the receipt of a modified escrow closing packet.			Y		
	217.0	The system must be able to send one or more reminder communications to a local unit of government to notify them that a modified escrow closing packet for land acquisition escrow was not received.			Y		
	217.1	An authorized role must be able to maintain communication reminders to local units of government notifying them that a modified escrow closing packet for land acquisition escrow was not received.			Y		
	218.0	The system must calculate the reimbursement amount based on grant percentage of eligible expenditures from a modified escrow closing packet for land acquisition escrow.			Y		
	218.1	An authorized role must be able to view the calculated reimbursement amount based on grant percentage of eligible expenditures from a modified escrow closing packet for land acquisition escrow.			Y		
	218.2	An authorized role must be able to update the calculated reimbursement information based on grant percentage of eligible expenditures from a modified escrow closing packet for land acquisition escrow.			Y		
	219.0	The system must be able to send a communication requesting an escrow closing date for a local unit of government for land acquisition escrow.			Y		
	219.1	An authorized role must be able to view an escrow closing date for land acquisition escrow.			Y		
	219.2	An authorized role must be able to update an escrow closing date for land acquisition escrow.			Y		
	220.0	The system must store a scheduled escrow deposit.			Y		
	220.1	The system must store the date for a scheduled escrow deposit.			Y		
	220.2	The system must store the dollar amount of a scheduled escrow deposit.			Y		
	221.0	The system must store the reimbursement amount allocated for relocation expenses for land acquisition escrow.			Y		
	221.1	An authorized role must be able to view the reimbursement amount allocated for relocation expenses for land acquisition escrow.			Y		
	221.2	An authorized role must be able to update the reimbursement amount allocated for relocation expenses for land acquisition escrow.			Y		
	222.0	The system must be able to receive closing documents and related documentation for land acquisition escrow.			Y		Closing documents and related documentation may be entered or uploaded into the system.

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	222.1	The system must store closing documents and related documentation for land acquisition escrow.			Y		
	222.2	An authorized role must be able to view closing documents and related documentation that was received for land acquisition escrow.			Y		
Trust Fund Development - Grant Admin Project Oversight Requirements (Group 1)							
	223.0	The system must be able to receive supporting documentation for trust fund development, including, but not limited to,: <ul style="list-style-type: none"> • Checklist with plans and specifications • Project implementation schedule • Estimated budget • Professional services certification form 			Y		
	223.1	The system must store supporting documentation received for trust fund development.			Y		
	223.2	An authorized role must be able to view supporting documentation received for trust fund development.			Y		
	223.3	An authorized role must be able to maintain supporting documentation received for trust fund development.			Y		
	224.0	The system must be able to send a communication with a signed copy of the approved checklist.			N		The system will send a notification to notify a user that a signed copy of the approved checklist is available to view in the system.
	224.1	An authorized role must be able to view an approved signed checklist.			Y		
	224.2	An authorized role must be able to maintain an approved signed checklist.			Y		
	225.0	The system must be able to send a communication to a grantee indicating that a contract was not low bidder/quote.			Y		
	226.0	The system must be able to receive a notification form which includes, but is not limited to, a quote tabulation form and quote documents.			Y		
	266.1	The system must store received notification forms which include, but are not limited to, a quote tabulation form and quote documents.			Y		
	266.2	An authorized role must be able to view notification forms.			Y		
	267.0	The system must be able to send a communication with a summary of expenses and reimbursement to a grant coordinator for approval.			N		The system will send a notification to notify a user that a summary of expenses and reimbursement is available to approve in the system.
	267.1	An authorized role must be able to view a summary of expenses and reimbursement.			Y		
	267.2	An authorized role must be able to maintain a summary of expenses and reimbursement.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	268.0	The system must capture the approval for the summary of expenses and reimbursement from a grant coordinator.			Y		
	269.0	The system must be able to send a communication to a grantee explaining the reimbursement and adjustments, if applicable.			N		The system will send a notification to notify a grantee reimbursement information is available to view in the system.
	270.0	The system must send the inspection report and supporting documentation to the DNR audit department.			N		The system will send a notification to notify the DNR audit department that inspection report and supporting documentation is available to view in the system.
	271.1	An authorized role must be able to view inspection reports and supporting documentation.			Y		
	271.2	An authorized role must be able to maintain inspection reports and supporting documentation.			Y		
	272.0	The system must store final audit reports.			Y		
	272.1	An authorized role must be able to view final audit reports.			Y		
	272.2	An authorized role must be able to maintain final audit reports.			Y		
	272.3	An authorized role must be able to view auditor recommendations provided in the final audit report.			Y		
	273.0	The system must be able to submit final payment for a trust fund development project.			Y		
	274.0	The system must capture when trust fund development projects are closed due to final payment being submitted.			Y		
	275.0	The system must store trust fund development projects and supporting documentation.			Y		
	275.1	An authorized role must be able to view trust fund development projects and supporting documentation			Y		
Land and Water - Grant Admin_Project Oversight Requirements (Group 1)							
	276.0	The system must send a communication to a grantee to inform him/her that he/she was been awarded a grant and request additional documentation for National Park Service approval.			Y		
	277.0	The system must store documentation received from a local unit of government based on a grant award.			Y		
	277.1	An authorized role must be able to view documentation received supporting a grant award.			Y		
	277.2	An authorized role must be able to maintain documentation received supporting a grant award.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	278.0	The system must be able to request reimbursement from the Federal government.			Y		
	279.0	The system must store project agreements received from the National Park Service.			Y		
	279.1	An authorized role must be able to view project agreements received from the National Park Service.			Y		
	279.2	An authorized role must be able to maintain project agreements received from the National Park Service.			Y		
	280.0	The system must maintain reimbursement funds received from the National Park Service.			Y		
	280.1	An authorized role must be able to view reimbursement funds received from the National Park Service.			Y		
	280.2	An authorized role must be able to monitor reimbursement funds received from the National Park Service.			Y		
	281.0	The system must store National Park Service close out letters.			Y		
	281.1	An authorized role must be able to view National Park close out letters.			Y		
	281.2	An authorized role must be able to maintain National Park close out letters.			Y		
Global – Grant Admin Project Oversight Requirements (Group 2)							
	282.0	All public-facing online forms must comply with Department of Technology, Management and Budget (DTMB) Agency Web Standards.			Y		
	282.1	The system must be able to export data to multiple data file formats that, at a minimum, are supported by Microsoft Office 2010.			Y		
	283.0	The system must be able to receive project agreements.			Y		
	284.0	The system must store received project agreements.			Y		
	284.1	An authorized role must be able to monitor for receipt of a project agreement.			Y		
	284.2	An authorized role must be able to view a project agreement.			Y		
	284.3	An authorized role must be able to maintain a project agreement.			Y		
	285.0	The system must be able to send a project agreement to a grantee.			N		The system will send a notification to notify a grantee that a project agreement is available to view in the system.
	286.0	The system must store a digital image of the original project agreement.			Y		
	286.1	The system must store a digital image in a .pdf format or other pre-determined designated format.			Y		
	286.2	An authorized role must be able to view a digital image of a project agreement.			Y		
	286.3	An authorized role must be able to print a digital image of a project agreement.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	286.4	An authorized role must be able to electronically send a digital image of a project agreement.			Y		
	287.0	The system must be able to send a communication to a grantee with a project agreement.			Y		
	287.1	An authorized administrative role must be able to maintain project agreements.			Y		
	287.2	An authorized role must be able to view project agreements.			Y		
	288.0	The system must store a list of project agreements which have not been received within the allowed specified timeframe.			Y		
	288.1	The system must administratively maintain a list of project agreements that have not been received within the allowed specified timeframe.			Y		
	288.2	An authorized role must be able to view a list of project agreements that have not been received within the allowed specified timeframe.			Y		
	288.3	An authorized role must be able to update a list of project agreements that have not been received within the allowed specified timeframe.			Y		
	289.0	The system must maintain a log file which contains the history of who logged into the system.			Y		
	289.1	An authorized role must be able to view the log file with the most recent history appearing first.			Y		
	290.0	The system must maintain a timestamp for when an authorized role logs into the system.			Y		
	291.0	The system must store a digital image of a re-submitted project agreement.			Y		
	291.1	An authorized role must be able to view a digital image of a re-submitted project agreement.			Y		
	292.0	The system must store the date the project was executed which is captured on the project agreement			Y		
	292.1	An authorized role must be able to input the date in the system which was captured on the project agreement.			Y		
	293.0	The system must store a digital copy of an executed project agreement.			Y		
	293.1	An authorized role must be able to view a digital copy of a signed project agreement.			Y		
	294.0	The system must be able to maintain system notification information.			Y		
	294.1	The system must be able to incorporate .url within a system notification.			Y		
	294.2	An authorized role must be able to configure system notifications.			Y		
	294.3	An authorized role must be able to opt in or out of system notifications.			Y		The authorized role can be removed from a document and the user will no longer receive emails regarding that document.

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	294.3.1	An authorized administrative role must be able to indicate that notifications, by type or by specific message, cannot be on an authorized role's "opt out" list.			Y		An authorized administrative role will be able to choose what the user has access to and emails will be sent according to access to specific document templates.
	294.4	An authorized role must be able to enter email addresses in his/her profile for notifications.			Y		
	294.5	An authorized (administrative) role must be able to indicate the format of reminder communications sent.			Y		The system sends the messages as HTML. If there are no tags present then the message is sent in text. The DNR will be able to choose the content of the message (HTML tags or no HTML tags).
	294.6	The system must be able to limit the number of attachments within a notification.			N		Users may login to the system to view attachments.
	295.0	The system must comply with DTMB enterprise security standards.			Y		
	296.0	System functionality must have role-based security.			Y		
	296.1	An authorized role must be able to create user roles, allowing access to functional areas in the system and restricting data edits, depending upon role.			Y		
	296.1.1	The system must use permissions to control access to functional areas in the system based on user roles.			Y		
	296.2	An authorized role must be able to associate users to assigned designated roles.			Y		
	297.0	The system must store email addresses for the purpose of project agreement notification(s).			Y		
	297.1	An authorized role must be able to maintain email addresses for the purpose of project agreement notification(s).			Y		
	298.0	The system must have .pdf format capability for generating reports.			Y		
	299.0	The system must have .csv format capability for generating reports.			Y		
	300.0	The system must have the ability to integrate with a designated scanning tool.			Y		
	300.1	The system must be able to receive scanned information in a designated file format.			Y		
	300.2	The system must be able to store files that are electronically scanned.			Y		
	300.3	The system must be able to attach an electronic document to a project agreement.			Y		
	300.4	The system must allow an authorized role to store a scanned image of the received project agreement.			Y		
	300.4.1	An authorized role must maintain the original submitted project agreement.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	300.4.2	An authorized role must be able to maintain updated versions of the submitted project agreement.			Y		
	300.5	The system must allow for project agreement supporting documentation to be scanned and the resultant image stored with the agreement.			Y		
	301.0	The system must maintain project agreement system document templates.			Y		
	301.1	An authorized role must be able to view a project agreement template.			Y		
	301.2	An authorized role must be able to create a project agreement template.			Y		
	301.3	An authorized role must be able to update a project agreement template.			Y		
	301.4	An authorized administrative role must be able to delete a project agreement template.			Y		
	301.4.1	The system must store historical data which cannot be modified when the original template is deleted.			Y		The system will not allow a template that is associated with data to be deleted. Therefore, the historical data will be stored.
	302.0	The system must notify an authorized role of system configurable events related to changes in project agreement information.			Y		
	302.1	The system must allow an authorized role to maintain the list of project agreement information to be monitored.			Y		
	302.2	The system must allow an authorized role to maintain the verbiage to be included in the notification for each type of project agreement.			Y		
	302.3	The system must allow an authorized role to maintain the list of authorized role(s) (user groups) to be notified for each type of project agreement.			Y		
	303.0	The system must allow an authorized role to request additional information electronically of the grantee to complete the project agreement review.			Y		
	303.1	The system must maintain dates and generate a notification to the authorized role (responsible for obtaining the information) when additional project agreement information is needed.			Y		
	303.1.1	The system must allow the authorized role to record requests for additional information.			Y		
	303.1.2	The system must monitor open requests for information and provide notification of outstanding items.			Y		
	303.2	The system must allow an authorized administrative role to configure the number of days past which a request is considered outstanding.			Y		
	303.3	The system must allow an authorized role to update the status of the request for additional information.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	303.4	The system must be able to notify the authorized role(s) reviewing the project agreement when additional information is recorded as received.			Y		
	304.0	An authorized role must have access to receive bounced email notifications.			Y		
	305.0	The system must be able to receive a submitted project agreement.			Y		
	305.1	The system must allow an authorized role to record the receipt of a project agreement.			Y		
	305.1.2	The system must allow the receipt of an updated project agreement.			Y		
	305.1.2.1	The system must be able to store updated project agreements.			Y		
	305.1.2.1.1	An authorized role must be able to view an updated project agreement.			Y		
	305.2	An authorized role must be able to view a submitted project agreement.			Y		
	305.3	An authorized role must be able to update a submitted project agreement.			Y		
	305.4	An authorized role must be able to delete a submitted project agreement.			Y		
	306.0	The system must be able to send a communication to the grantee indicating that there is insufficient information in the attached documents within the project agreement.			N		The system will send a notification to notify a user that there is insufficient information in documents that were attached to the project Agreement and the information is available to view in the system.
	306.1	An authorized role must be able to indicate whether or not attached documents within the project agreement are sufficient.			Y		
	306.2	An authorized role must be able to send a communication to notify an applicant that deficiencies were found in the received project agreement.			Y		
	307.0	An authorized role must be able to “execute” a project agreement.			Y		
	307.1	An authorized role must be able to maintain an executed project agreement.			Y		
	307.2	An authorized role must be able to view an executed project agreement.			Y		
	308.0	The system must be able to send a communication to notify a grantee that a project agreement was received.			Y		
	309.0	The system must store a list of past due project agreements.			Y		
	309.1	An authorized role must be able to view a list of past due project agreements.			Y		
	310.0	The system must be able to send intermittent communication reminders to the grantee.			Y		
	311.0	The system must be able to monitor for receipt of updated project agreement information.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	311.1	An authorized role must be able to monitor for the receipt of a complete project agreement.			Y		
	311.2	An authorized role must be able to view updated project agreement information.			Y		
	311.2.1	The system must store updated project agreement information.			Y		
	312.0	An authorized role must be able to scan an executed project agreement into the system.			Y		
	313.0	An authorized role must be able to enter information regarding the project agreement, including, but not limited to, the date the project agreement was executed, the grantee, the project number, and county.			Y		
	314.0	The system must relate the executed project agreement with the grantee via a project number.			Y		
	315.0	The system must store received documentation from a grantee which includes, but is not limited to, the following: <ul style="list-style-type: none"> • Bid/Quote Tabulation Form • Bid/Quote Documents 			Y		
	315.1	An authorized role must be able to view bid tabulation and supporting documentation.			Y		
	315.2	An authorized role must be able to maintain bid tabulation and supporting documentation.			Y		
	316.0	The system must have access to the LARA Prohibited List.			Y		
	316.1	An authorized role must be able to verify if a winning contractor resides on the LARA prohibited list.			Y		
	316.1.1	The system must send a notification to a grantee indicating that the chosen contractor appeared on the LARA prohibited list and another contractor must be selected.			Y		
	316.1.2	The system must send a notification to a grantee indicating that a contractor was approved.			Y		
	317.0	The system must send a notification to the grantee indicating that a payment was released in MAIN.			Y		
	317.1	An authorized role must be able to maintain a notification sent to a grantee indicating that a payment was released in MAIN.			Y		
Dam Management – Grant Admin_ Project Oversight Requirements (Group 2)							
	318.0	The system must monitor for receipt of an expenditure for reimbursement request.			Y		
	318.1	An authorized role must be able to view a request for an expenditure reimbursement.			Y		
	318.2	An authorized role must be able to maintain for a reimbursement request.			Y		
	319.0	The system must store reimbursement requests.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	319.1	An authorized role must be able to view reimbursement requests.			Y		
	319.2	An authorized role must be able to maintain reimbursement requests.			Y		
	319.3	An authorized role must be able to review reimbursement requests for eligibility and documentation of expenditures.			Y		
	320.0	The system must deduct expenses if deemed ineligible for reimbursement.			Y		
	320.1	An authorized role must be able to maintain reimbursement expenses.			Y		
	321.0	The system must send a communication to include a summary of expenses and reimbursement to grant coordinators for approval.			N		The system will send a notification to notify a user that a summary of expenses and reimbursement is available to approve in the system.
	321.1	An authorized role must be able to maintain the summary of expenses and reimbursement for a specified project agreement.			Y		
	322.0	The system must capture the approval from a grant coordinator for a summary of expenses and reimbursement.			Y		
	323.0	The system must be able to store grant advances requested by a grantee.			Y		
	323.1	An authorized role must be able to view a grant advance request.			Y		
	323.2	An authorized role must be able to maintain a grant advance request.			Y		
	324.0	The system must maintain grant award amounts.			Y		
	324.1	An authorized role must be able to monitor grant award advance amounts which can be currently up to 50% (administratively maintainable) of a grant award amount allowed by a grantee.			Y		
	325.0	The system must notify accounts receivable to reimburse the difference between the reimbursement amount and the advance balance.			Y		
	325.1	An authorized role must monitor if a reimbursement request comes in for an amount greater than the amount left on the advance.			Y		
	326.0	The system must be able to store advance balance information.			Y		
	326.1	An authorized role must be able to view advance balance information.			Y		
	326.2	An authorized role must be able to update advance balance information.			Y		
	326.3	An authorized role must be able to maintain advance balance information.			Y		
	326.3.1	An authorized role must be able to monitor advance balance information until balance is equal to zero.			Y		
	327.0	The system must send a communication to include an executed project agreement to a grantee with a checklist for plans and specifications.			N		The system will send a notification to notify a grantee that information is available to view in the system.
	328.0	An authorized role must be able to maintain the approved plans and specifications and bid documents received by a grantee.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	329.0	The system must store one or more approvals for the approved plans, specifications and bid documents by the fisheries and/or other designated department.			Y		
	329.1	An authorized role must be able to view the approved plans, specifications and bid documents.			Y		
	329.2	An authorized role must be able to maintain the approved plans, specifications and bid documents.			Y		
	330.0	The system must be able to send a communication to a grantee notifying them that a project agreement can go out for bid.			Y		
	330.1	An authorized role must be able to monitor a communication sent to a grantee notifying them that a project agreement can go out for bid.			Y		
	330.2	An authorized role must be able to maintain a communication sent to a grantee notifying them that a project agreement can go out for bid.			Y		
	331.0	The system must store an electronic copy of a development reimbursement request.			Y		
	331.1	An authorized role must be able to view a development reimbursement request.			Y		
	332.0	The system must store a grant development reimbursement payment amount.			Y		
	332.1	An authorized role must be able to create a grant development reimbursement payment amount.			Y		
	332.2	An authorized role must be able to view a grant development reimbursement payment amount.			Y		
	332.3	An authorized role must be able to update a grant development reimbursement payment amount.			Y		
	332.4	An authorized role must be able to delete a grant development reimbursement payment amount.			Y		
	333.0	The system must be able to maintain a project agreement reimbursement amount.			Y		
	333.1	An authorized role must be able to view a project agreement reimbursement amount.			Y		
	333.2	An authorized role must be able to maintain a project agreement reimbursement amount.			Y		
	334.0	The system must send a notification to a grantee explaining the project agreement reimbursement amount, remaining balance and other supporting information.			N		The system will send a notification to notify a grantee that information is available to view in the system.
	334.1	An authorized role must be able to view a notification sent to a grantee explaining the project agreement reimbursement amount, remaining balance and other supporting information.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	335.0	An authorized role must be able to maintain a notification sent to a grantee explaining the project agreement reimbursement amount, remaining balance and other supporting information.			Y		
	336.0	The system must send intermittent, administratively maintained notifications to a program manager or other designated role with the project agreement advancement amount versus the reimbursement amount, if a grantee received an initial advance.			Y		
	336.1	An authorized role must be able to view intermittent notifications sent to a program manager or other designated role with the project agreement advancement amount versus the reimbursement amount.			Y		
	337.0	The system must store audit reports.			Y		
	338.0	The system must be able to send communication to a program manager or other predetermined role to include the final audit report.			N		The system will send a notification to notify a user that information is available to view in the system.
	338.1	An authorized role must be able to view audit reports.			Y		
	338.2	An authorized role must be able to monitor communications sent to program managers or other predetermined roles which include audit reports.			N		An authorized role will be able to monitor communications sent to program managers or other predetermined roles regarding.
	339.0	The system must store final payment amounts for a project agreement that was sent a reimbursement.			Y		
	340.0	An authorized role must be able to view final payment amount(s) for a project agreement that was sent a reimbursement.			Y		
Marine Safety – Grant Admin_Project Oversight Requirements (Group 2)							
	341.0	The system must send a communication to the county sheriff's department which will include an electronic copy of a grant agreement.			N		The system will send a notification to notify a user that an electronic copy of a grant agreement is available to view in the system.
	341.1	An authorized role must be able to view a communication sent to the county sheriff's department with an electronic copy of a grant agreement.			N		An authorized role will be able to view a communication sent to the county sheriff's department regarding a grant agreement.
	341.2	An authorized role must be able to maintain a communication sent to the county sheriff's department with an electronic copy of a grant agreement.			N		An authorized role will be able to maintain communication sent to the county sheriff's department regarding a grant agreement.
	342.0	The system must store signed project agreements and other supporting federal documents.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	342.1	An authorized role must be able to monitor for receipt of a signed project agreement and other supporting federal documents.			Y		
	343.0	The system must store activity reports which may include initial and updated activity reports.			Y		
	343.1	An authorized role must be able to monitor for receipt of an activity report.			Y		
	343.2	An authorized role must be able to view activity reports.			Y		
	343.3	An authorized role must be able to maintain activity reports.			Y		
	343.3.1	An authorized role must be able to view an updated activity report reflecting correcting hours.			Y		
	344.0	An authorized role must be able to verify that the hours reported for reimbursement are less than or equal to what is documented on the activity report.			Y		
	345.0	The system must send communication to a grantee requesting an activity report, if not received.			Y		
	346.0	The system must send communication to a grantee requesting a clarification of hours reported on the received activity report.			Y		
	346.1	An authorized role must be able to monitor for receipt of clarification of hours reported on the received activity report.			Y		
	346.2	An authorized role must be able to view the clarification of hours reported on the received activity report.			Y		
	347.0	The system must store the payment amount that was distributed as a reimbursement.			Y		
	347.1	An authorized role must be able to view a payment amount that was distributed as a reimbursement.			Y		
	347.2	An authorized role must be able to update a payment amount that was distributed as a reimbursement.			Y		
	347.3	An authorized role must be able to delete a payment amount that was distributed as a reimbursement.			Y		
	348.0	The system must store the dollar amount of unused funds that were approved for expenditure.			Y		
	348.1	An authorized role must be able to view the dollar amount of unused funds that were approved for expenditure.			Y		
	348.2	An authorized role must be able to update the dollar amount of unused funds that were approved for expenditure.			Y		
	348.3	An authorized role must be able to delete the dollar amount of unused funds that were approved for expenditure.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	349.0	The system must send a communication to notify a grantee of a payment and payment details.			N		The system will send a notification to notify a user of payment and payment detail is available to view in the system.
	349.1	An authorized role must be able to view payment amounts and payment details which support the payment amount.			Y		
Global – Post Completion Requirements							
	350.0	The system must store the date of a final grant payment which indicates a grant is complete.			Y		
	350.1	The system must monitor a 5-year post completion date for a grant based on the final grant payment date, perpetually.			Y		
	350.1.1	An authorized role must be able to view a 5-year post completion date.			Y		
	351.0	The system must store a post completion self-certification form template.			Y		
	351.1	An authorized role must be able to create a post completion self-certification form template.			Y		
	351.2	An authorized role must be able to view a self-certification form template.			Y		
	351.3	An authorized role must be able to update a self-certification form template.			Y		
	351.4	An authorized role must be able to delete a self-certification form template.			Y		
	352.0	An authorized role must be able to access a post completion self-certification form that is partially completed.			Y		
	353.0	An authorized role must be able to complete a new post completion self-certification form.			Y		
	354.0	An authorized role must be able to administratively maintain fields within the post completion self-certification form that are required.			Y		
	355.0	The system must be able to send a notification which includes an online link to the post completion self-certification form.			Y		
	355.1	The system must be able to send a post completion self-certification notification 30 days prior to the 5-year grant post-completion date.			Y		
	356.0	The system must be able to store a completed post completion self-certification form.			Y		
	356.1	The system must be able to store the date that a completed post completion self-certification form was received.			Y		
	356.1.1	An authorized role must be able to monitor for receipt of a post completion self-certification form.			Y		
	356.1.2	An authorized role must be able to view a post completion self-certification form.			Y		
	356.1.3	An authorized role must be able to maintain a post completion self-certification form.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	357.0	The system must be able to send a notification indicating that the post completion self-certification and supporting documentation is overdue.			Y		
	357.1	An authorized role must be able to maintain the notification being sent indicating that the post completion self-certification and supporting documentation is overdue.			Y		
	358.0	The system must be able to attach multiple files within a notification.			N		Files that are considered attachments can be viewed in the system by accessing the place that the file is stored.
	358.1	An authorized role must be able to view file attachments.			N		Files that are considered attachments can be viewed in the system by accessing the place that the file is stored.
	358.2	An authorized role must be able to update file attachments.			N		Files that are considered attachments can be deleted and uploaded with updates in the system.
	359.0	The system must relate a grant number for each post completion self-certification form.			Y		
	359.1	An authorized role must be able to view a grant number for each post completion self-certification form.			Y		
	359.2	An authorized role must be able to update a grant number for each post completion self-certification form.			Y		
	359.3	An authorized role must be able to delete a grant number for each post completion self-certification form.			Y		
	360.0	The system must have the ability to integrate with a designated scanning tool.			Y		
	360.1	The system must be able to receive information in a designated file format that is electronically scanned.			Y		
	360.2	The system must be able to store information that is electronically scanned.			Y		
	360.3	The system must be able to attach an electronic document to a grant agreement.			Y		
	360.4	The system must allow an authorized role to store a scanned image of the received grant agreement.			Y		
	360.4.1	An authorized role must be able to view the original submitted grant agreement.			Y		
	360.4.2	Each received grant agreement must be maintained as a unique version.			Y		
	360.5	The system must allow for grant agreement supporting documentation to be scanned and the resultant image stored with the agreement.			Y		
	360.5.1	An authorized role must be able to relate supporting documentation to the associated grant agreement.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	361.0	The system must comply with the State of Michigan GIS technology standards http://www.michigan.gov/dit .			Y		
	361.1	The system must be able to store a GIS file format.			Y		
	361.1.1	An authorized role must be able to view a GIS file format.			Y		
	361.1.2	An authorized role must be able to maintain a GIS file format.			Y		
	362.0	The system must be able to store one or more images of a boundary map.			Y		
	362.1	An authorized role must be able to view a stored boundary map.			Y		
	362.2	An authorized role must be able to update a stored boundary map.			Y		
	362.3	An authorized role must be able to delete a stored boundary map.			Y		
	363.0	The system must store a status for each stored boundary map.			Y		
	363.1	An authorized role must be able to view a boundary map status.			Y		
	363.2	An authorized role must be able to update a boundary map status.			Y		
	363.2.1	An authorized role must be able to change the status of a boundary map to indicate which is the official or final map version.			Y		
	363.3	An authorized role must be able to delete a boundary map status.			N		IntelliGrants has a strong audit process and statuses are not allowed to be deleted from the audit trail.
	364.0	The system must store a user log file for each post completion project.			Y		
	364.1	The system must store the user ID/username of the user role who completed a task for each post completion grant project.			Y		
	364.2	The system must display the date when the project was last edited.			Y		
	364.3	The system must display a free form narrative text box to allow a user to capture comments on changes made to a project.			Y		
	365.0	The system must be able to save an electronic version of the grant project prior to submitting the file.			Y		
	365.1	An authorized role must be able to view an electronic version of a project prior to submitting the file.			Y		
	365.2	An authorized role must be able to update an electronic version of a project prior to submitting the file.			Y		
	366.0	The system must store project information identified on the post completion inspection list.			Y		
	366.1	The system must store pre-determined information on the post completion inspection report which include but are not limited to the project, project name, county, grant number, and grantee.			Y		
	366.2	An authorized role must be able to view the post completion inspection list.			Y		
	366.3	An authorized role must be able to update the inspection list.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	366.4	An authorized role must be able to maintain the inspection list.			Y		
	367.0	The system must store compliance issues for post completion.			Y		
	367.1	An authorized role must be able to create one or more post-completion compliance issue(s).			Y		
	367.2	An authorized role must be able to update compliance issues for post completion.			Y		
	367.3	An authorized role must be able to delete compliance issues for post completion.			Y		
	368.0	The system must be able to send a notification to the local unit of government indicating that a post completion was completed.			Y		
	368.1	The system must be able to send a notification indicating that post completion was completed with no issues.			Y		
	368.2	The system must be able to send a notification indicating that post completion was completed and issues were found.			Y		
	369.0	The system must store the date when post completion documentation was received.			Y		
	369.1	An authorized role must be able to view the date when post completion documentation was received.			Y		
	370.0	The system must have report capability for the post completion process.			Y		
	370.1	An authorized role must be able to create a report for the post completion process.			Y		
	370.2	An authorized role must be able to view a report for the post completion process.			Y		
	370.3	An authorized role must be able to maintain a report template for the post completion process.			Y		
	371.0	The system must be able to place a flag on a grantee record indicating prior non-compliance related to a DNR grant.			Y		
	372.1	An authorized role must be able to view if a flag has been placed on a grantee for prior non-compliance.			Y		
	372.2	An authorized role must be able to place a flag on a grantee for being non-compliant on a grant.			Y		
	372.3	An authorized role must be able to remove an existing flag on a grantee record regarding non-compliance.			Y		
	373.0	The system must store grant history information for a Local Unit of Government.			Y		
	373.1	An authorized role must be able to view grant history.			Y		
	374.0	An authorized administrative role must be able to maintain the date that a post completion notification needs to be sent for a grant.			Y		
	374.1	The system must send a post completion for a grant every five years.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	375.0	The system must store a log file for communication that occurs between the DNR and the grantee.			Y		
	375.1	An authorized role must be able to view a log file with communication that occurs between a grantee and the local unit of government.			Y		
	375.2	An authorized role must be able to update a log file with communication that occurs between a grantee and the local unit of government.			Y		
	375.3	An authorized role must be able to maintain a log file with communication that occurs between a grantee and the local unit of government.			Y		
	376.0	The system must be able to store a project type that has been identified per grant project.			Y		
	376.1	An authorized role must be able to indicate a project type that for a grant project.			Y		
	376.2	An authorized role must be able to view a project type that for a grant project.			Y		
	376.3	An authorized role must be able to maintain a project type that for a grant project.			Y		
Recreation Passport – Completion Requirements							
	377.0	The system must store the final payment date which marks the beginning of a post completion process.			Y		
	377.1	The system must be able to monitor for the 5 year date past grant closure.			Y		
	377.1.1	The system must be able to monitor for the 5 year date past grant closure for 20 to 40 years.			Y		
	377.2	An authorized role must be able to view the final payment date for a recreation passport grant.			Y		
	377.3	An authorized role must be able to update a 5-year post completion date for a recreation passport grant.			Y		
	377.4	An authorized role must be able to maintain a 5-year post completion date for a recreation passport grant.			Y		
Global Grant Conversion Requirements							
	375.0	The system must be able to track grant conversion requests.			Y		
	375.1	An authorized role must be able to view grant conversion requests.			Y		
	375.2	An authorized role must be able to maintain grant conversion requests.			Y		
	376.0	An authorized role must be able to track where a grant conversion request originated.			Y		
	376.1	An authorized role must be able to indicate grant conversion requests from a local unit of government.			Y		
	376.2	An authorized role must be able to indicate that a grant conversion request originated from a site visit.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	377.0	The system must store electronic versions of grant conversion documentation received as a result of a site-visit.			Y		
	377.1	An authorized role must be able to view grant conversion documentation received as a result of a site-visit.			Y		
	377.2	An authorized role must be able to maintain grant conversion information received as a result of a site-visit.			Y		
	378.0	The system must be able to send a notification indicating that documentation for a specified grant conversion is needed.			Y		
	378.1	An authorized role must be able to monitor for receipt of the requested grant conversion documentation.			Y		
	379.0	The system must store administratively maintainable grant conversion statuses.			Y		
	379.1	The system must store grant conversion statuses designated as, but not limited to, the following: <ul style="list-style-type: none"> • Potential Conversion • Outstanding • Conversion Resolved 			Y		
	379.2	An authorized role must be able to view grant conversion statuses.			Y		
	379.3	An authorized role must be able to update grant conversion statuses.			Y		
	380.0	The system must store a conversion process outline template.			Y		
	380.1	An authorized administrative role must be able to create a conversion process outline template.			Y		
	380.2	An authorized administrative role must be able to view a conversion process outline template.			Y		
	380.3	An authorized administrative role must be able to update a conversion process outline template.			Y		
	380.4	An authorized administrative role must be able to delete a conversion process outline template.			Y		
	381.0	The system must be able to send intermittent communication reminders indicating that required grant conversion documentation is overdue.			Y		
	381.1	An authorized role must be able to maintain the notification being sent indicating that the grant conversion is overdue.			Y		
	381.2	An authorized role must be able to monitor the receipt of overdue grant conversion documentation.			Y		
	382.0	An authorized role must be able to maintain a notification sent to the local unit of government indicating if a grant conversion has been determined to be large or small.			Y		

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	382.1	An authorized role must be able to provide an electronic link within the notification for documentation requiring completion, based on the size of the grant conversion.			Y		
	382.2	The system must be able to monitor for receipt of grant conversion documentation being sent from the local unit of government.			Y		
	383.0	The system must store Land & Water Conservation Fund forms.			Y		
	383.1	An authorized role must be able to view Land & Water Conservation Fund forms.			Y		
	383.2	An authorized role must be able to maintain Land & Water Conservation Fund forms.			Y		
	384.0	The system must be able to send a notification that includes a completed Land & Water Conservation Fund form to a grantee.			N		The system will send a notification to notify a user that information is available to view in the system.
	384.1	An authorized role must be able to monitor the notification sent to a grantee that includes a completed Land & Water Conservation Fund form.			N		An authorized role will be able to monitor the notification sent to a grantee regarding a completed Land & Water Conservation Fund form in the system.
	384.2	An authorized role must be able to maintain the notification sent to a grantee that includes a completed Land & Water Conservation Fund form.			N		An authorized role will be able to maintain the notification sent to a grantee regarding a completed Land & Water Conservation Fund form in the system.
	385.0	The system must be able to store one or more communications from the Board of Directors or DNR Director.			Y		
	385.1	An authorized role must be able to view information received from the Board of Directors.			Y		
	385.2	An authorized role must be able to view information received from the DNR Director.			Y		
	386.0	The system must be able to store an amendment to the project agreement.			Y		
	386.1	An authorized role must be able to view an amendment to the project agreement.			Y		
	386.2	An authorized role must be able to maintain an information regarding an amendment to the project agreement.			Y		
	387.0	The system must be able to send a notification to the local unit of government that includes grant agreement conversion amendment documentation.			N		The system will send a notification to notify a user that grant agreement conversion amendment documentation is available to view in the system.

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	387.1	An authorized role must be able to monitor for receipt of completed grant conversion amendment documentation for a project agreement.			Y		
	387.1.1	An authorized role must be able to view a completed grant conversion amendment.			Y		
	388.0	The system must store completed grant conversion amendment documentation.			Y		
	388.1	An authorized role must be able to view completed grant conversion amendment documentation.			Y		
	388.2	An authorized role must be able to maintain completed grant conversion amendment information.			Y		
	389.0	The system must store Declaration of Notice documentation.			Y		
	389.1	An authorized role must be able to view Declaration of Notice documentation.			Y		
	389.2	An authorized role must be able to maintain Declaration of Notice documentation.			Y		
Land and Water Conversion Requirements							
	390.0	The system must store land and water grant conversion amendment documentation.			Y		
	390.1	An authorized role must be able to view land and water grant amendment documentation.			Y		
	390.2	An authorized role must be able to maintain land and water grant amendment documentation.			Y		
	391.0	The system must be able to send reminder notifications to one or more authorized roles to enforce a 3 year timeframe of completion.			Y		
	392.0	The system must be able to send a notification to NPS indicating that the the conversion was not completed in the three year timeframe.			Y		
	392.1	The system must be able to send intermittent notifications until the grant is considered to be in a status designated as "developed".			Y		
	392.1.1	An authorized role must be able to monitor the intermittent notifications sent until a grant is considered to be in a "developed" status.			Y		
Trust Fund Conversion Requirements							
	393.0	The system must store trust fund board grant amendment documentation.			Y		
	393.1	An authorized role must be able to view trust fund board grant amendment documentation.			Y		
	393.2	An authorized role must be able to maintain trust fund board grant amendment documentation.			Y		
Recreation Passport Conversion Requirements							

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Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	394.0	The system must store recreation passport DNR Director amendment documentation.			Y		
	394.1	An authorized role must be able to view recreation passport amendment documentation from the DNR Director.			Y		
	394.2	An authorized role must be able to maintain recreation passport amendment documentation from the DNR Director			Y		
Federal Billing Requirements							
1	395.0	The system must store data elements to be used to compile Federal billing reports, including, but not limited to the following: <ul style="list-style-type: none"> • Appropriation Year • Project Number • Prior Year Payment for Grant Payment • Fiscal Year Payment for Grant Payment • Prior Year Payment for Indirect Payment • Fiscal Year Payment for Indirect Payment • Prior Year Payment for Audit Payment • Fiscal Year Payment for Audit Payment • Total • Invoice Number • Grantee • Billing Number • EFT# • Reverted Amount (unearned amount on a final pmt) 			Y		
2	395.1	An authorized role must be able to view data elements used to compile Federal billing reports.			Y		
3	395.2	An authorized role must be able to maintain data elements used to compile Federal billing reports.			Y		
4	396.0	The system must be able to export pre-determined financial data elements.			Y		
5	397.0	The system must store the date an specified expenditure was billed.			Y		
6	397.1	An authorized role must be able to view the date an specified expenditure was billed.			Y		
7	398.0	The system must store the NPS reference number for a specified expenditure.			Y		
8	398.1	An authorized role must be able to view a reference number assigned to a specified expenditure.			Y		
9	399.0	The system must be able to generate National Park Service billing reports.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
10	399.1	The system must be able to compile a report for NPS billing for pass-through funding.			Y		
11	399.1.1	An authorized role must be able to view a report compiled for NPS billing for pass-through funding.			Y		
12	399.2	An authorized role must be able to view reports provided to the National Park Service.			Y		
13	400.0	The system must store expenditure information that have not been paid out, but have been earned.			Y		
14	400.1	An authorized role must be able to view expenditure information that has not been cash paid out, but has been earned.			Y		
15	400.2	An authorized role must be able to maintain expenditure information that has not been cash paid out, but has been earned.			Y		
	400.3	An authorized role must be able to include non-paid expenditures on a billing report to NPS.			Y		
16	401.0	The system must store a control number that links the billing payment to a local unit of government.			Y		
17	401.1	An authorized role must be able to view a control number assigned to a billing payment.			Y		
18	402.0	The system must be able to compile a progress report for NPS.			Y		
19	402.1	An authorized role must be able to create a progress report for one or more active NPS-funded projects.			Y		
20	402.2	An authorized role must be able to view a progress report.			Y		
21	402.3	An authorized role must be able to maintain progress reports.			Y		
22	403.0	The system must be able to compile a final inspection report for NPS.			Y		
23	403.1	An authorized role must be able to create a final inspection report.			Y		
24	403.2	An authorized role must be able to view a final inspection report.			Y		
25	403.3	An authorized role must be able to maintain final inspection reports.			Y		
Financial Appropriations Requirements							
62.	404.0	An authorized role must be able to view funding awarded for state and local units of government for recreation grant projects in total and by project, including uncommitted funds.			Y		
63.	405.0	The system must be able to move unused funding on closed projects to "uncommitted".			Y		
64.	405.1	An authorized role must be able to lapse uncommitted funding.			Y		
65.	405.2	The system must track lapsed funding.			Y		
66.	405.2.1	The system must be able to track lapsed funding based on a specified appropriation.			Y		
67.	405.2.2.1	An authorized role must be able to indicate the lapsed amount of funds on a specified project.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
68.	405.2.2.2	An authorized role must be able to view lapsed funding, by project and in total for a fiscal year.			Y		
69.	405.2.2.3	An authorized role must be able to update lapsed funding.			Y		
70.	405.2.2.4	An authorized role must be able to delete lapsed funding.			Y		
71.	405.2.2.5	An authorized role must be able to enter information indicating that a specified amount, which can be equal to or less than the specified lapsed amount for a project, will be returned to the project budget.			Y		
72.	405.3	The system must track funding withdrawn on withdrawn projects.			Y		
73.	405.3.1	An authorized role must be able to view funding on withdrawn projects.			Y		
74.	405.3.2	An authorized role must be able to update funding on withdrawn projects.			Y		
75.	405.3.3	An authorized role must be able to delete funding on withdrawn projects.			Y		
76.	406.0	The system must be able to provide a summary list of all projects approved to be funded by a Public Act (PA).			Y		
77.	406.1	The system must be able to store a separate appropriation for each PA project.			Y		
78.	406.2	An authorized role must be able to view a summary list of all projects funded by a Public Act (PA).			Y		
79.	407.0	The system must be able to store grant specific details by project number.			Y		
80.	407.1	The system must store a grant number which identifies a program and application number made up, but not limited to a year and three digits.			Y		
81.	407.1.1	An authorized role must be able to view grant project specific details by project number.			Y		
82.	407.2	The system must be able to generate a grant number.			Y		
83.	408.0	The system must be able to store a MAIN project number.			Y		
84.	408.1	The system must store a MAIN project number which is made up, but not limited to six digits.			Y		
85.	408.1.1	An authorized role must be able to view a MAIN project number.			Y		
86.	408.2	The system must be able to generate a MAIN project number.			Y		
87.	408.3	The system must store a template for MAIN project numbers.			Y		
88.	408.3.1	An authorized role must be able to create a template for the MAIN Profiles – Project Number Request form.			Y		
89.	409.0	The system must be able to track each time a payment is made for a specified grant.			Y		
90.	410.0	The system must be able to interface with MiDB to import warrant numbers for a grant project, matched on project number.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
91.	411.0	An authorized role must be able to enter the voucher number for a project number.			Y		
92.	412.0	The system must be able to track a direct purchase order (DPO).			Y		
93.	412.1	An authorized role must be able to view a DPO.			Y		
94.	412.2	An authorized role must be able to monitor a DPO.			Y		
95.	413.0	The system must be able to store grant payment release information.			Y		
96.	413.1	An authorized role must be able to view grant payment release information.			Y		
97.	413.2	An authorized role must be able to maintain grant payment release information.			Y		
98.	414.0	The system must be able to store a grant project warrant number.			Y		
99.	414.1	The system must be able to self populate a warrant number upon request within the grant project via the MiDB download.			Y		
100.	414.1.1	An authorized role must be able to view a grant project warrant number.			Y		
101.	414.1.2	The system must be able to link a warrant number to a voucher number via the MiDB download.			Y		
102.	415.0	The system must be able to track reconciled funding.			Y		
103.	416.0	The system must retain grant project historical financial data.			Y		
104.	416.1	An authorized role must be able to view grant project historical financial data.			Y		
105.	416.2	An authorized role must be able to maintain grant project historical financial data.			Y		
106.	417.0	The system must store the financial amount requested on a grant application.			Y		
107.	417.1	An authorized role must be able to view the financial amount requested on a grant application.			Y		
108.	418.0	The system must store the grant project funding amount.			Y		
109.	418.1	An authorized role must be able to view grant project funding amount.			Y		
110.	419.0	The system must be able to provide an interactive summary view of all the projects for a given project PA.			Y		
111.	419.1	An authorized role must be able to view projects for a given PA.			Y		
112.	420.0	The system must store Trust Fund grant projects in approval order.			Y		
113.	421.0	The system must be able to auto-populate the project number.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
114	422.0	The system must store, but is not limited to storing, the following financial details for a DNR grant project: <ul style="list-style-type: none"> • Date Payment was Made • Voucher Number • Project Name • Sponsor/Grantee that Check was cut for • County • Project Number • Grant Amount • Contract Award • Grant-In-Aid • Expenditures to Date • Balance • Reimbursement Request Number • Date Reimbursement Request Received • Date Reimbursement Request Reviewed • Expenses Submitted by Reimbursement Request • Partial versus Financial Reimbursement Request • Payment Number • Audit Amount Withheld • Acres Purchased • Submissions <ul style="list-style-type: none"> ○ Built ○ Photo of Sign ○ Inspection 			Y		
115	422.1	An authorized role must be able to view a reimbursement request within the financial details for a DNR grant project.			Y		
116	422.2	An authorized role must be able to add financial details for a DNR grant project.			Y		
117	422.3	An authorized role must be able to update financial details for a DNR grant project.			Y		
118	422.4	An authorized role must be able to delete financial details for a DNR grant project.			Y		
119	423.0	The system must be able to track funding that did not reconcile.			Y		
120	424.0	The system must be able to reconcile an amount based on the project number and voucher number.			Y		
121	424.1	The system must track financial funding that was not reconciled and place in an exception file.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
122	424.2	The system must be able to interface with MIDB to extract the following: <ul style="list-style-type: none"> • Project Number • Voucher Number • Date • Amount 			Y		
Data Migration Requirements							
	425.0	The system must include a data schema to support the migration of all data in the GCCS system, currently maintained in SQL-Server 2008, containing 110 tables.			Y		
	425.1	The supported data schema must maintain data relationships between the following GCCS data entities and Active Projects.			Y		
	425.1.1	Project Information is actively used in the Active Projects module in GCCS.			Y		
	425.1.2	Agreement/Match Information, including agreement dates and amendments, is actively used in the Active Projects module in GCCS.			Y		
	425.1.3	Location information is actively used in the Active Projects module in GCCS.			Y		
	425.1.4	Scope information is actively used in the Active Projects module in GCCS.			Y		
	425.1.5	Plans and specification information, including PR-1911 and Prime Professional, is actively used in the Active Projects module in GCCS.			Y		
	425.1.6	Appraisal information, including 40-year title search, due diligence and non-recreation uses, is actively used in the Active Projects module in GCCS for acquisition projects only.			Y		
	425.1.7	Correspondence information is actively used in the Active Projects module in GCCS.			Y		
	425.1.8	Payment information, including audits and inspections, is actively used in the Active Projects module in GCCS.			Y		
	425.1.9	Project Information is actively used in the Applications module in GCCS.			Y		
	425.1.10	Project Notes is not actively used in the Applications module in GCCS and does not need to be migrated.			Y		
	425.2	The supported data schema must maintain data relationships between the following GCCS data entities and Applications.			Y		
	425.2.1	Program Information is actively used in the Application module in GCCS.			Y		
	425.2.2	Scope Information, including total project cost, is actively used in the Application module in GCCS.			Y		
	425.2.3	Parcel Information is actively used in the Application module in GCCS for acquisition grants only.			Y		
	425.2.4	Applicant Information, including LUG median household income and community population, is actively used in the Application module in GCCS.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	425.2.5	Application Notes is not actively used in the Applications module in GCCS and does not need to be migrated.			Y		
	425.3	The supported data schema must maintain data relationships between the existing approximately 2,000 Application table records and 5,000 Project table records.			Y		
	426.0	The system must include a data schema to support the migration of all data in the Legacy Grants Recreation System, containing approximately 189 tables.			Y		
	426.1	The supported data schema must maintain data relationships between the existing approximately 10,000 records in the main table.			Y		
	427.0	The system must include a data schema to support the migration of all appropriation data, currently stored and maintained in MS-Excel 2010.			Y		
	427.1	The supported data schema must maintain data relationships and calculations for information between the existing approximately 71 spreadsheets.			Y		
	428.0	Project number format standardization must occur prior to data migration			Y		
	428.1	Data cleansing for project number must occur prior to data migration.			Y		
	429.0	The system must include a data schema to support the migration of all federal information for LWCF grants.			Y		
Backfile Conversion Requirements							
	430.0	The system must have the ability to integrate with a designated scanning tool for the conversion of paper documents to electronic files			Y		
	430.1	The system must be able to receive scanned documents in one or more designated file formats.			Y		
	430.2	The system must be able to store documents that are electronically scanned.			Y		
	430.3	An authorized role must be able to relate an electronic document to one or more specified indexes.			Y		
	430.3.1	An authorized role must be able to index a converted document as a Project Agreement.			Y		
	430.3.2	An authorized role must be able to index a converted document as Correspondence.			Y		
	430.3.3	An authorized role must be able to index a converted document as a Location Map.			Y		
	430.3.4	An authorized role must be able to index a converted document as a Boundary Map.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	430.3.5	An authorized role must be able to index a converted document as an Application.			Y		
	430.3.6	An authorized role must be able to index a converted document as Financial.			Y		
	430.3.7	An authorized role must be able to index a converted document as Inspection.			Y		
	430.3.8	An authorized role must be able to index a converted document as Post-Completion.			Y		
	430.3.9	An authorized role must be able to index a converted document as a Conversion.			Y		
	430.3.10	An authorized role must be able to index a document by one or more keywords.			Y		
	430.4	An authorized role must be able to view scanned documentation.			Y		
	430.4.1	An authorized role must be able to view more than one digital image associated with one or more indexes at a time.			Y		
	431.0	An authorized role must be able to view scanned documentation based on query results of data elements specified as keywords or criteria for document indexing.			Y		
	431.1	An authorized role must be able to view one or more scanned images based on year.			Y		
	431.2	An authorized role must be able to view one or more scanned images based on project status.			Y		
	431.2.1	An authorized role must be able to view a list of projects with available values based on maintained system logic.			Y		
	431.3	An authorized role must be able to view one or more scanned images based on project name.			Y		
	431.4	An authorized role must be able to view one or more scanned images based on county.			Y		
	431.4	An authorized role must be able to view one or more scanned images based on project number.			Y		
	431.5	An authorized role must be able to view one or more scanned images based on grantee.			Y		
	431.6	An authorized role must be able to view one or more scanned images based on funding source.			Y		
	432.0	An authorized role must be able to perform a search within electronic documents based on county and local unit of government.			Y		
	433.0	An authorized role must be able to maintain document index data elements.			Y		

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
	433.1	An authorized role must be able to add a document index from an existing data element.			Y		
	433.2	An authorized role must be able to remove an index from the list of available indexes.			Y		
	433.3	An authorized role must be able to remove an index from a document.			Y		
	434.0	The system must store digital images in .pdf format or other pre-determined designated format for electronic documents.			Y		
Technical Constraints Requirements							
1	435.0	The system must meet Enterprise Automation (EA) assessment standards. (EA Assessment Worksheet version 2.6)			Y		
2	436.0	The system must be based on SQL 2008 technology, or the vendor must provide a total cost for new solution technology, including training and knowledge transfer.					
3	437.0	The system must be able to reside within the State of Michigan network.			Y		
4	437.1	The State of Michigan will provide internal support for hosting the integrated solution within the state network.			Y		
5	438.0	The system be written in .net or the vendor must provide a total cost for new solution technology, including training and knowledge transfer.			Y		
6	439.0	The integrated solution must meet State of Michigan public access standards based on the web content accessibility guidelines. http://www.w3.org/TR/WAI-WEBCONTENT			Y		
7	440.0	The system must be able to operate in a State of Michigan secure environment with a Zone 2 level of security for internet and intranet content.			Y		
8	441.0	The system must comply with EA workflow standards. (EA Assessment Worksheet version 2.6)			Y		
9	441.1	The system must be able to integrate with FileNet P8 4.51 workflow or HPTrim workflow products, or the vendor must provide a total cost for new solution technology, including training and knowledge transfer.			Y		
10	442.0	The system must integrate an EA-approved document management system.			Y		
11	443.0	The system must comply with the Michigan Cyber Security (MCS) standards. (http://www.michigan.gov/cybersecurity)			Y		
12	444.0	The integrated solution must support mobile web application accessibility.					
13	444.1	Mobile web application must run on mobile operating systems, including, but not limited to, iOS and android mobile technology operating systems.					

A	B	C	D	E	F	G	H
Unique ID	Rqmt. Order	Requirement	Source	RESERVED	Required Response (Yes / No)	Response (A, B, C, D, E)	Comments
14	445.0	The integrated solution must comply with secure exchange of data between systems/entities.			Y		
15	446.0	A GIS component in the system must leverage the State of Michigan Geographic Information System solution and framework, or the vendor must provide a total cost of ownership for a proposed alternative.			Y		
16	447.0	The integrated solution must follow State of Michigan file size standards.			Y		

RESERVED – APPENDIX B – EA ASSESSMENT

RESERVED – APPENDIX C – RESUME TEMPLATE

APPENDIX D – COST TABLES

General

This is a fixed priced contract which contains commodities and services. The quoted price will be considered firm for the duration of the contract.

Travel

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

Out-of-Pocket Expenses

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

Commodities

A commodity in the context of this Contract Amendment is defined as a fixed price product not a service. License fees or specific equipment required by the Solution fall under this definition.

ID	Item	Description	Cost
1	Intelligrants License	Per contract # 071B1300072, the IntelliGrants software is provided at no cost.	NO FEE
Sub Total			0.00

Services

Service in the context of this Contract Amendment is defined as effort required to bring the Solution into production. Payment for services will be fixed price made upon the completion and acceptance of tasks by project phase as detailed in section 1.3.

ID	Deliverable	Description	Cost
1	Initiation		
1.1	Onsite Analysis	Includes up to five (5) days onsite working with DNR and DTMB staff on requirements analysis.	\$10,000
Initiation Sub Total			\$10,000
2	Planning		
2.1	Project Schedule	Creation of the Project Schedule Document	\$4,000
2.2	Phase 1 Design	Creation of Version 1 of Phase 1 Design Documentation	\$14,000
2.3	Phase 1 Design	Creation of Final Version of Phase 1 Design Documentation	\$10,000
2.4	Phase 2 Design	Creation of Version 1 of Phase 2 Design Documentation	\$14,000
2.5	Phase 2 Design	Creation of Final Version of Phase 2 Design Documentation	\$10,000
2.6	QA/QC	Requirements Traceability Matrix	\$8,000
Planning Sub Total			\$60,000
3	Execution and Control		
3.1	Applications	Configuration of Grant Applications	\$40,000
3.2	Application Review and Scoring	Configuration of Grant Application Review and Scoring	\$42,000
3.3	Grants	Configuration of Grants	\$42,000
3.4	Training	Includes up to Five (5) Days of Onsite Training	\$10,000
3.5	Amendments	Configuration of Amendments	\$10,000
3.6	Reimbursement Report	Creation of Reimbursement Reports	\$40,000
3.7	MAIN Integration	Creation of EDI with MAIN	\$10,000
3.8	Site Visits/Post Completion Report	Configuration of Site Visit and Post Completion Reports	\$8,000
3.9	Final Audit	Configuration of Final Audit Report	\$8,000
3.10	Activity Report	Configuration of Activity Report	\$8,000

3.11	Training	Includes up to Five (5) Days of Onsite Training	\$10,000
3.12	GMS Data Migration	Migration of Legacy Data	\$20,000
3.13	Scanning	Scanning Solution EDI	\$10,000
3.14	GIS	GIS EDI	\$20,000
3.15	Reports	Creation of Management Reports	\$40,000
3.16	Training	Includes up to Five (5) Days of Onsite Training	\$10,000
Execution and Control Sub Total			\$328,000
4	Closeout		
4.1	Closeout	Creation of Grantee and Grantor User Manuals and	\$10,000
Closeout Sub Total			\$10,000
GRAND TOTAL			\$408,000

Subtotals of Services

In addition to grouping service tasks by project phase, provide subtotals for integration, data migration, and customization tasks.

Maintenance and support

Maintenance and Support in the context of this Contract Amendment is defined as activities performed to keep the Solution performing as delivered and accepted for the duration of this Contract Amendment. This total includes all reoccurring costs.

This includes but is not limited to:

- Help desk support
- Access to on-line issue management tool
- Access to on-line defect management tool
- Resolution to identified defects
- Software updates
- Documentation updates
- Training when significant changes are made to the system

ID	Item	Period	Cost
1	Maintenance & Support - Annual term begins on the date the date the system goes live	FY14	\$27,860
2	Maintenance & Support	FY15	\$27,860
	Cost		\$55,720

Reserved bank of hours for supplemental services

The State recognizes there may be tasks identified after award which are out of scope to the Master Contract and this Contract Amendment. For those circumstances the State desires a fixed and firm rate.

Staffing Category	Hourly Rate	Estimated Hours	Extended Price
Project Manager	\$100	200	\$20,000
Business Analyst	\$100	200	\$20,000
Tester	\$100	50	\$5,000
Trainer	\$100	50	\$5,000
Estimated Cost	N/A	1017	\$50,000

Project Payment Schedule

#	Payment Point Implementation	Amount
1	On-site analysis	\$9,000
2	Planning	
	2. Project Documents	\$3,600
	3. Phase 1 Documents – First Draft	\$10,800

	4. Phase 1 Documents – Final Draft	\$10,800
	5. Phase 2 Documents – First Draft	\$10,800
	6. Phase 2 Documents – Final Draft	\$10,800
	7. QA/QC Documents	\$7,200
	Subtotal	\$54,000
Execution & Control		
3	Migration of Legacy Data	\$18,000
4	Installation, Configuration, Testing and Training of Grant Base & 4 Core Grants	
	8. Installation and Configuration of the Base System	\$4,500
	9. Configuration of Grant Applications – First Priority Grants	\$11,250
	10. Configuration of Grant Applications – Second Priority Grants	\$11,250
	11. Configuration of Grant Application Review & Scoring – First Priority Grants	\$11,250
	12. Configuration of Grant Application Review & Scoring – Second Priority Grants	\$11,250
	13. Configuration of Grant Specifics – First Priority Grants	\$9,000
	14. Configuration of Grant Specifics – Second Priority Grants	\$9,000
	15. Configuration of Amendments	\$6,300
	16. Up to Seven (7) days of Training	\$12,600
	Subtotal	\$86,400
5	Integration	
	17. MAIN Accounting	\$9,000
	18. Document Scanning	\$9,000
	19. GIS Maps	\$18,000
	Subtotal	\$36,000
6	Installation, Configuration, Testing and Training of 2 Secondary & 2 Closed Grants	
	20. Configuration of Grant Applications – Secondary Grants	\$7,650
	21. Configuration of Grant Applications – Closed Grants	\$7,650
	22. Configuration of Grant Application Review & Scoring – Secondary Grants	\$7,650
	23. Configuration of Grant Application Review & Scoring – Closed Grants	\$7,650
	24. Configuration of Grant Specifics – Secondary Grants	\$6,750
	25. Configuration of Grant Specifics – Closed Grants	\$6,750
	26. Configuration of Amendments	\$2,700
	27. Up to Three (3) days of Training	\$5,400
	Subtotal	\$52,200
7	General & Ad-Hoc Reporting	
	28. Creation of Reimbursement Reports – Phase 1 Grants	\$24,000
	29. Creation of Reimbursement Reports – Phase 2 Grants	\$12,000
	30. Site Visit and Post Completion Reports	\$7,200
	31. Final Audit Report	\$7,200
	32. Activity Report	\$7,200
	33. Management Reports – Group 1	\$18,000
	34. Management Reports – Group 2	\$18,000
	35. Up to Five (5) days of Training	\$9,000
	Subtotal	\$102,600
8	Close out	
	36. All outstanding Grantee & Grantor User Manuals	\$9,000
	37. 10% Hold Back	\$40,800
	Subtotal	\$49,800
	Grand Total	\$408,000

Change Notice #3 Total - 513,720.00 is based on \$408,000+\$55,720+\$50,000.

RESERVED – APPENDIX E – MS PROJECT TEMPLATE

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 5, 2012

CHANGE NOTICE No.2
TO
CONTRACT NO. 071B1300072
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Agate Software 2214 University Park Drive, Suite 102 Okemos, MI 48865 Email: mepolito@agatesoftware.com		TELEPHONE Mark Epolito (517) 336-2511
		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-1640 Mark Lawrence
Contract Compliance Inspector: Vic Mankowski Intelligrants Software Maintenance and Support		
CONTRACT PERIOD: 5 yrs. + 5 one-year options From: October 1, 2010 To: September 30, 2015		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION: .		

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE(S):

Effective immediately, this contract is hereby INCREASED by \$1,796,000.00. Please also note that the Contract Compliance Inspector/Enterprise Program Manager has been CHANGED to Vic Mankowski. All other terms, conditions, pricing and specifications remains the same.

AUTHORITY/REASON(S):

Per vendor and agency agreement, the approval of DTMB Procurement.

INCREASE: \$1,796,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$8,001,022.50

Cost Table 8: Annual Software Maintenance and Support and Hosting for Michigan State Housing Development Authority (MSHDA)

AGENCY	(4/1/2012 – 4=3/31/2013) Year 1	(4/1/2013 – 3/31/2014) Year 2	(4/1/2014 – 3/31/2015) Year 3	Total, Years 1-3
MSHDA				
Ongoing maintenance and support	\$525,000.00	\$510,000.00	\$525,000.00	\$1,670,000.00
Hosting	\$42,000.00	\$42,000.00	\$42,000.00	\$126,000
Grand Total, MSHDA maintenance and support and hosting				\$1,796,000.00

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

November 29, 2011

CHANGE NOTICE No.1
TO
CONTRACT NO. 071B1300072
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Agate Software 2214 University Park Drive, Suite 102 Okemos, MI 48865 Email: mepolito@agatesoftware.com		TELEPHONE Mark Epolito (517) 336-2511
		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-1640 Mark Lawrence
Contract Compliance Inspector: Sara Williams Intelligrants Software Maintenance and Support		
CONTRACT PERIOD: 5 yrs. + 5 one-year options From: October 1, 2010 To: September 30, 2015		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION: .		

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE(S):

Effective immediately, this contract is hereby INCREASED by \$271,522.50 for products and services for the Michigan Domestic Violence Prevention Treatment Board, per attached proposal dated November 28, 2011. Please also note that the buyer has been CHANGED to Mark Lawrence. All other terms, conditions, pricing and specifications remains the same.

AUTHORITY/REASON(S):

Per vendor and agency agreement, the approval of DTMB Procurement and the approval of the State Administrative Board on November 1, 2011.

INCREASE: \$271,522.50

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$6,205,022.50



November 30, 2011
Jim Hogan
Information Officer, MDTMB
Lewis Cass Building
320 S. Walnut Street
Lansing, MI 48909

RE: Michigan Domestic Violence Prevention and Treatment Board Statement of Work

Dear Jim:

Agate Software, Inc. is providing this statement of work to the State of Michigan, Department of Technology Management and Budget ('DTMB' or the 'State'), for the services associated with the implementation of IntelliGrants for the Michigan Domestic Violence Prevention and Treatment Board. This Statement of Work has been created in accordance with the terms and conditions of contract 071B1300072.

Additional information can be found in the included attachments.

Best Regards,

Mark Epolito
IntelliGrants Solutions



Project Information

Background

The Michigan Domestic Violence Prevention and Treatment Board (MDVPTB) was established within the Michigan Family Independence Agency (now known as the Department of Human Services) in 1978 by state legislation that created a Governor-appointed Board responsible for focusing state activity on domestic violence. The Board administers state and federal funding for domestic violence shelters and advocacy services, develops and recommends policy, and develops and provides technical assistance and training.

MDVPTB administers multiple programs focused on distributing state and federal funding to organizations throughout the state of Michigan. MDVPTB is required to capture and report detailed information associated with the programs that they administer. This reporting includes monthly and quarterly reporting from sub-recipients along with consolidated reporting from MDVPTB to state and federal funding sources.

Project Objective

The objective of this project is to implement and configure IntelliGrants to be used by MDVPTB for the administration of the following programs:

1. Service Training Officer Prosecutors (STOP)
2. Domestic Violence (DV)
3. Transitional Supportive Housing (TSH)
4. Rural Domestic Violence Child Victimization (Rural)
5. Sexual Assault Comprehensive Services (SACS)
6. Sexual Assault Nurse Examiners (SANE)



Scope of Work

General Provisions

- All professional services required for execution have been included in deliverable costs
- Professional services required to perform work outside of in-scope requirements in the Requirements Document can be purchased as-needed
- Data conversion and system integration are considered out of scope
- Work associated with out of scope requirements will be handled through change management procedures outlined in Attachment 3
- The system will not be configured to accept applications or facilitate the review or processing of applications post-submission
- Agate Software, Inc. services to the development of each Management Report will not exceed ten (10) hours.
- Ted Lee, DTMB PM to serve as the State point of contact for final acceptance
- Deliverables to be signed-off on by Ted Lee and Julie Giddings

The scope of work for this engagement includes all software and services necessary to provide all deliverables and elements of programs 1-6 listed above.

Stage 1: Requirements

Tasks

- Creation of Requirements Document
 - Includes descriptions of all tasks to be completed during this engagement

Vendor Roles and Responsibilities

- Create requirements document that aligns with the requirements provided by MDVPTB

State Roles and Responsibilities

- Provide specific system requirements and associated materials
- Availability to meet with vendor to finalize requirements
- Sign off on Requirements document

Acceptance Process

- The requirements document will go through two iterations of review and updates. After the second round of updates MDVPTB will sign off on the document.

Stage 2: Configuration and Development

Tasks

- Configuration of Contract*
 - One (1) unique workflow
 - Work flow contains up to four (4) statuses
 - Two (2) iterative reviews during design and build
 - Workflow to be used for all programs



- Six (6) form pages
 - Client responsible for initial design and layout (template)
 - Each form design includes up to twenty (20) data fields
 - Each form design includes up to ten (10) business rules
 - Two (2) iterative reviews included during design and build
 - One (1) form to be used for each program
- Expenditure Reports
 - One (1) unique workflow
 - Work flow contains up to 10 statuses with 5 system notifications
 - Two (2) iterative reviews during design and build
 - One (1) workflow to be used for all program expenditure reports
 - Twelve (12) form pages
 - Client responsible for initial design and layout (template)
 - Creation of twelve (12) form designs based on requirements
 - Each form design includes up to twenty (20) data fields
 - Each form design includes up to ten (10) business rules
 - Two (2) form pages to be used for each program
 - Two (2) iterative reviews during design
 - Two (2) iterative reviews during build
 - Printable version for payment processing
- Activity-Narrative Reports
 - One (1) unique workflow
 - Configuration of one (1) workflow using document designer
 - Work flow contains up to ten (10) statuses with five (5) system notifications
 - Two (2) iterative reviews during design and build
 - Workflow to be used for all program activity narrative reports
 - Twelve (12) form pages
 - Client responsible for initial design and layout (template)
 - Creation of form designs based on requirements
 - Each form design includes up to twenty (20) data fields
 - Each form design includes up to ten (10) business rules
 - Two (2) iterative reviews during design
 - Two (2) form pages to be used for each program
- Management Reports
 - Includes up to three (3) reports
 - Client responsible for initial design and layout (template)
 - Development and build of IG 09 formatted reports
 - Two (2) iterative reviews during build
- System Setup
 - Installation
 - IG 09 product installation and maintenance of a hosted demo instance of product for the implementation phase
 - Product branding



- IG 09 product domain branding graphics and CSS updates
- Security Roles
 - Up to ten (10) Security roles

Vendor Roles and Responsibilities

- Configuration according to design document
- Test configuration
- Migrate data from development environment to the demonstration environment for MDVPTB testing

State Roles and Responsibilities

- Test and accept configuration
- Be available for weekly meetings to discuss ongoing design, configuration and development

Acceptance Process

- MDVPTB to follow Acceptance Process as described in Attachment 5.

Stage 3: Documentation

Tasks

- Documentation Creation
 - One (1) administrator (MDVPTB) manual
 - Up to 75 pages including screen shots
 - One (1) electronic copy
 - One (1) grantee (end-user) manual
 - Up to fifty (50) pages including screen shots
 - One (1) electronic copy

Vendor Roles and Responsibilities

- Create user documentation

State Roles and Responsibilities

- Availability to meet with vendor to finalize manuals
- Sign off on documents

Acceptance Process

- The manuals will go through two iterations of review and updates. After the second round of updates MDVPTB will sign off.

Stage 4: Training

Tasks

- Grantee training
 - Two (2) training sessions for grantee users



- Each session includes up to (4) hours of training with up to twenty five (25) participants
- Grantor training
 - One (1) training session for MDVPTB users
 - Session includes up to (4) hours of training with up to fifteen (15) participants

Vendor Roles and Responsibilities

- Prepare training materials and administer the instructor led sessions

State Roles and Responsibilities

- Communication of training session information (date, location, etc.) to attendees
- Provide adequate meeting spaces with internet access and a projector

Acceptance Process

- Acceptance of the agenda for the training session is to serve as acceptance

Stage 5: Hosting

Tasks

- Hosting
 - Includes hosting services as described in Attachment 1

Vendor Roles and Responsibilities

- Install application on production server
- Test system performance and accessibility

State Roles and Responsibilities

- Confirm that the application is working properly in the production environment

Acceptance Process

- Confirmation by MDVPTB that the application is working properly in the production environment is to serve as acceptance

Stage 6: Annual Support

Tasks

- Includes Annual Support services as described in Attachment 2

Vendor Roles and Responsibilities

- Providing support services as described in Attachment 2 beginning 12 months after the initiation of this agreement



State Roles and Responsibilities

- NA

Acceptance Process

- NA

Stage 7: Additional Professional Services

Tasks

Future enhancements may be needed, based on federal and state requirements. Maintenance may be needed, outside the scope of that described in Attachment 2. A separate Statement of Work will be written for these. The State may purchase additional services related to MDVPTB from this Contractor for up to 1,200 hours. Services must be dependent upon mutually agreed upon statement(s) of work between the Contractor and the State of Michigan. Once agreed to, the Contractor must not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this contract.

System enhancements / scope modifications include changes to the system that are necessary to meet:

- New State policy requirements,
- New Federal regulations,
- New technology requested by the State, or
- Accommodate new or updated interfaces requested by the State.

Vendor Roles and Responsibilities

- Prepare a proposal

State Roles and Responsibilities

- Prepare a statement of work
- Review the contractor's proposal

Acceptance Process

Specific acceptance criteria for software enhancements will be included in each Statement of Work.

The following criteria apply to software enhancement deliverables:

- Beta software is not accepted as final deliverable.
- MDTMB will review the software enhancements for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery and operation. Approvals will be written and signed by Agency/MDTMB Project Manager as identified in applicable statement of work. Unacceptable issues will be documented and submitted to the



Contractor. After issues are resolved or waived, the Contractor will resubmit software for approval.

- Software enhancements are installed and configured in appropriate environment (e.g. development, test, pre-live, live). Contingency plans and de-installation procedures and software are provided by Contractor and approved by the Agency/MDTMB Project Managers as identified in applicable statement of work.
- In a successful test, the Contractor will have demonstrated that the statement of work requirements for this enhancement are met. This will be documented with data input, screen prints, and/or reports. These test documents shall be provided to the DTMB Project Manager. Contractor will successfully test software enhancements in the development environment before moving the enhancement to the test and pre-live environments for final software testing by Agency/MDTMB. Approvals will be written and signed by Agency/MDTMB Project Managers.
- Unacceptable issues are defined as issues that identify a shortfall in meeting the requirements in the statement of work, for that enhancement. Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit test software, data and results for approval. Only after successful State testing in the test and pre-live area will the enhancement be implemented in the production environment. This implementation should occur at an agreed upon time during non-business hours, such as late evenings or weekends.

** In the context of this SOW, the term "Contract" refers to data input screens configured in IntelliGrants. These screens will be used by MDVPTB to capture required information (budget amounts, performance measures, etc.) from the awarded contracts for reporting purposes. IntelliGrants will not be used to generate any Contract documents.*



Deliverables

The deliverables for this project include:

1. Requirements Document
 - Includes all tasks to be completed during this engagement
2. Project Plan
 - A Microsoft Project document with timelines for completion of each in-scope requirement
3. System Configuration I
 - Contract
4. System Configuration II
 - Expenditure Reports
5. System Configuration III
 - Activity Narrative Reports
6. System Configuration IV
 - Management Reports
7. System Setup
 - Security roles
 - Branding
 - System installation
8. Onsite Training
 - Grantee training
 - Two (2) training sessions for grantee users
 - Each session includes up to (4) hours of training with up to twenty five (25) participants
 - Grantor training
 - One (1) training session for MDVPTB users
 - Session includes up to (4) hours of training with up to fifteen (15) participants
9. Documentation
 - Admin manual
 - This is the equivalent of a Grantor manual and represents the user documentation a Grantor will require
 - Grantee manual
10. Annual Support
 - Annual fee including services as described in Attachment 2. Term begins 12 months after the initiation of this agreement.



Project Control and Reports

ProjecTrax

Agate to provide ProjecTrax as a free, online tool for project tracking and management.

Project Schedule

The approximate duration of the implementation is 9 months from the initiation of the project.

Payment Schedule

Payment terms are net 45 days from issuance of approved invoices. Invoices for hosting and all fees are to be issued on the 1st of each month.

Hosting fees are to start 12 months after the initiation of the agreement. With the implementation expected to take 9 months, Agate plans to provide 3 months of hosting at no charge. If the duration of the implementation is shorter than 9 months fees will begin 12 months into the engagement. If the implementation should exceed 12 months, fees would begin hosting once the system enters the production environment.

Travel and Expenses

Travel and expenses are not reimbursable under the terms of this agreement.

Project Contacts

- Mark Epolito, Account Manager
Agate Software, Inc.
mepolito@agatesoftware.com
(517) 336-2511
- Ted Lee, SOM PM
DTMB
LeeT4@michigan.gov
(517) 241-9073
- Julie Giddings, Agency Lead
MDVPTB
GiddingsJ@michigan.gov
(517) 241-7280



Agency Responsibilities and Assumptions

- Meeting space with a projector and access to the Internet
- Access to MDVPTB subject matter experts
- Access to MDVPTB program specific information

Location of Where the Work is to be Performed

Work is to be performed at Agate Software, Inc. and MDVPTB as needed

Expected Contractor Work Hours and Conditions

8:00 am – 5:00 pm EST





Pricing Information

- This is a fixed-price, deliverable-based Contract. The rates quoted will be firm for the duration of this Contract.
- Hosting and Annual Support may be invoiced annually.
- The State will not pay for travel expenses including travel time, hotel, mileage, meals and parking.
- 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.



FY 2012 Costs

ID	Deliverable	Description	Cost
1	Requirements Document	A description of all in-scope requirements for this engagement	\$ 6,500.00
2	Project Plan	A Microsoft Project document with timelines for completion of each in-scope requirement	\$ 800.00
3	System Configuration I	Includes in-scope work associated with the Contract	\$ 6,000.00
4	System Configuration II	Includes in-scope work associated with the Expenditure Reports	\$ 23,000.00
5	System Configuration III	Includes in-scope work on the Activity-Narrative Report	\$ 10,000.00
6	System Configuration IV	Includes in-scope work on the Management Reports	\$ 5,625.00
7	System Setup	Includes creation of security roles, branding and system installation	\$ 5,000.00
8	Training	Includes two (2) four hour training sessions for MDVPTB users and two (2) four hour sessions for grantees	\$ 2,600.00
9	Documentation	Includes one (1) admin manual and one (1) grantee manual	\$ 7,800.00
10	Additional Professional Services	Professional services to be used for maintenance and enhancement tasks to be billed at the rate of \$100.00 per hour for all service categories. Includes 100 hours.	\$ 10,000.00
Total			\$ 77,325.00

FY 2013 Costs

ID	Deliverable	Description	Cost
11	Annual Support	Annual fee including services as described in Attachment 2. Term begins 12 months from the initiation of the engagement. Fees are based on 8.7% of the total implementation costs.	\$ 6,732.50
12	Hosting (shared environment)	Includes services as described in Attachment 1. Includes 12 months of service.	\$ 18,000.00
13	Additional Professional Services	Professional services to be used for maintenance and enhancement tasks to be billed at the rate of \$100.00 per hour for all service categories. Includes 400 hours.	\$ 40,000.00
Total			\$ 64,732.50

FY 2014 Costs

ID	Deliverable	Description	Cost
14	Annual Support	Annual fee including services as described in Attachment 2. Includes 12 months of service.	\$ 6,732.50
15	Hosting (shared environment)	Includes services as described in Attachment 1. Includes 12 months of service.	\$ 18,000.00





16	Additional Professional Services	Professional services to be used for maintenance and enhancement tasks to be billed at the rate of \$100.00 per hour for all service categories. Includes 400 hours.	\$	40,000.00
			Total	\$ 64,732.50

FY 2015 Costs

ID	Deliverable	Description		Cost
17	Annual Support	Annual fee including services as described in Attachment 2. Includes 12 months of service.	\$	6,732.50
18	Hosting (shared environment)	Includes services as described in Attachment 1. Includes 12 months of service.	\$	18,000.00
19	Additional Professional Services	Professional services to be used for maintenance and enhancement tasks to be billed at the rate of \$100.00 per hour for all service categories. Includes 400 hours.	\$	40,000.00
			Total	\$ 64,732.50



Attachment 1 – Hosting

Introduction

Agate Software, Inc. has created a colocation partnership with CRT/Arialink Broadband for hosting services. The decision was made to colocate with CRT based on the best interest of our clients. The physical location of the data center is approximately ten miles from Agate headquarters. This close proximity provides us with the ability to access our hardware very quickly. Our colocation partnership allows us to focus on our area of expertise (software development) and CRT to focus on theirs (hosting). The following factors were taken into consideration when making the decision to colocate our datacenter:

- Security
- Performance
- Connectivity
- Bandwidth
- Reliability

Agate's data center is collocated at:

CRT/Arialink Broadband

1223 Turner Street
Lansing, MI 48906

Agate's data center is accessible to our clients on a 24/7/365 basis. Agate has provided a profile of the colocation data center facilities, networking infrastructure, security provisions, backup and recovery procedures, and disaster recovery plans to ensure client data is protected and is recoverable in case of a system failure.

Entrance Security

- An Electronic Card Swipe is required to enter the locked entranceway.
- Second, an alarm code must be submitted for access to the data center door.
- A bio-metric hand scan with a corresponding pin number is the third level of protection needed each time an engineer enters the data center.

Power Redundancy

- The data center is connected to the public utilities via redundant power grid connections for primary power requirements.
- Each hosting cabinet is provided power via a dedicated 20 amp circuit connected to an MGE Comet on-line UPS battery backup and conditioning system.



- The online UPS systems are rated to provide hours of uninterrupted backup power for the entire data center.
- After 15 seconds of consecutive downtime, our Koehler Diesel generator begins to supply power to the data center.
- The facility stores enough fuel on-site for extended run-time of greater than 1 week.
- All power outlets utilize Hubbell twist lock receptacles guarding against accidental power loss.

Quality Assurance Monitoring

- Includes Managed Escalation Services (24x7x365).
- Provides real-time web based health reporting, trend reporting and remote management.
- Email notification of failures.
- Admin responds by following pre-written procedures as supplied by client to assist in failure recovery.

Back-Up

- Managed backup service to data unit located in the Data Center
- Weekly Full (Data) Backups
- Daily Incremental (Data) Backups
- Up to 50Gb Disk Space
- Additional Disk Space is available if needed
- Off-site backup storage is available upon request

Bandwidth

- 100Mb Full Duplex, Burstable
- The provider guarantees the host management facility utilizes a "dual entrance fiber facility" with a minimum of two competing fiber-optic telecommunication providers.
- The fiber-optic networks connected to the host management facility enter the building in different concealed locations and leave the facility in a minimum of two diversified geographical paths with a minimum of 500ft of buried and concealed under ground cable.
- The hosting center is engineered with enough bandwidth to scale on-demand due to superior fiber infrastructure.
- The network exists as Gigabit Ethernet (1000 Mb/s) as well as an OC3 (155 Mb/s) of online 'lit' fiber.
- The provider has enough dark fiber for ten additional OC12, OC48 or OC192 circuits.



- The provider's utilization is measured using the MRTG (multi-router traffic grapher) suite of SNMP monitoring tools.
- Each customer switch port will be monitored and reported for on-demand review.
- Bandwidth CIR's, the provider strictly monitors and guarantees this bandwidth is available at a minimum level.

Facility Environment

- CRT/Arialink uses Netbotz to monitor key environmental factors like temperature and humidity. Netbotz uses active monitoring, early detection and instant alerting to protect critical assets from environmental conditions such as extreme heat & water leaks, human error, sabotage and virtually everything else in between, from power spikes to radioactive and chemical materials.
- Arialink's data center is connected to the public utilities via redundant power grid connections for primary power requirements.
- Each hosting cabinet is provided power via a dedicated 20 amp circuit connected to an MGE Comet on-line UPS battery backup and conditioning system.
- Arialink's online UPS system is rated to provide hours of uninterrupted backup power for the entire data center.
- After 15 seconds of consecutive downtime, our Koehler Diesel generator begins to supply power to the data center.
- Arialink stores enough fuel on-site for extended run-time of greater than 1 week.
- All power outlets utilize Hubbell twist lock receptacles guarding against accidental power loss.
- Arialink guarantees the host management facility utilizes a "dual entrance fiber facility" with a minimum of two competing fiber-optic telecommunication providers.
- The fiber-optic networks connected to the host management facility enters the building in different concealed locations and leaves the facility in a minimum of two diversified geographical paths with a minimum of 500ft of buried and concealed under ground cable.
- Arialink's HVAC system includes a back up system to keep the data center at its proper temperature levels.

Secure Communication

Agate Software, Inc. will ensure that the database exists on a secure network that is not accessible by external Internet traffic. The Agate hosted environment network is protected by SonicWall Firewall and is configured to block all incoming traffic to the server except for those ports necessary for the SQL Server to communicate with the Web server. Any additional required ports should be added on an as needed basis. A secondary firewall resides onsite for emergency use in case of failure for critical systems including hosting services.



Ports

- The SQL Server will have both SQL ports 1433 and 1434 open for communication with the Web Server.
- The Web Server will have ports 80 open for the Web traffic and port 118 for SQL traffic.
- Automatic e-mail notifications require SMTP port 25 to be used.

IntelliGrants can be implemented using SSL certification in conjunction with the proper security administration for the server(s) required for this system which will further guarantee the protection of this system and the data within it.

Reliability

Agate Software works diligently to ensure that each IntelliGrants system is operating at its peak efficiency and has a minimum acceptable down time equating to less than .5% (or 99.5% up-time). All Agate hosted systems are monitored using ipMonitor software set to send alerts to Server Administrators in the event of unresponsiveness.

System Availability

IntelliGrants will be accessible for all users on a 24 hours per day, 7 days per week, 365 days per year basis. Database backups, integrity checks, and optimization jobs are performed automatically and at regular intervals that will be scheduled in conjunction with client staff and at the least inconvenience to users. File pushes, database updates, and any other modifications made to the system are completed during off hours and most commonly take mere seconds to apply. Any downtime will take place during the client's non-business hours Monday through Friday, or anytime during the weekend.



Attachment 2 – Annual Support

Annual Support & Help Desk

Agate Software, Inc. provides support associated with the IntelliGrants product. The annual support package includes the following services:

1. Live help desk support (8:00 am - 8:00 pm EST, Mon. – Fri.), our call center is housed and staffed at our Okemos, MI headquarters and can be contacted by to discuss product related questions. The helpdesk can be reached toll free at (800) 820-1890 or by email at helpdesk@agatesoftware.com.
2. Access to our proprietary, online web based issue resolution tool “ProjecTrax” which is available 24 hours a day, 7 days a week and 365 days a year for problem reporting and project tracking.
3. Weekly pushes (if needed) for patches, and bug fixes. Accelerated pushes for emergency fixes that may be time critical to keep the system operating at an optimum level.
4. Reasonable configuration/modifications required to support service packs/patches provided by third-party vendors in upgrading the web server or database server hardware/software on which the system is installed.
5. Quarterly global updates to the IntelliGrants product which affect all clients on the IntelliGrants platform. Product release notes are available upon request.
6. Access to optional major functionality upgrades that offer additional product features not included in Annual Support. Clients have the option to purchase the product features and associated implementation services or continue with the current system.

Annual Support begins the day the IntelliGrants product is installed in a production environment. Additional ongoing maintenance services are also available through mutually agreed upon statements of work.

Help Desk Support for Organization Staff

Agate Help Desk is available to organization staff to answer general questions, report issues, and track bugs related to the use of IntelliGrants and its modules. Help desk staff can assist users in explaining the technical functionality and use of IntelliGrants modules such as:

- How to setup a new security role
- How to create a calculation field on a form
- How to add an automated e-mail notification
- How to modify the process workflow for an application



However, the Agate Help Desk is not to be used as a consulting resource for gathering ideas about designing form sets, configuring process workflows, or recommendations for business rules. Help desk is also not a replacement for formal training or re-training.

In addition, Agate's help desk should not be confused with any ongoing professional services related support during the development and maintenance of the system. Agate's designated project manager can be contacted directly to assist in any project-related matters. Those not associated with the project may still call the help desk with any product related questions.

Help Desk Support for End Users

Agate Help Desk is designed to be the first tier of support for end-users (applicants/grantees) regarding the functional use of the system. Typical questions answered in this capacity include:

- How do I error-check my application
- How do I upload an attachment
- Where do I change my organization's address

For any questions related to the organization's grant programs, Agate Help Desk staff will direct the grantees to contact their respective grant program manager. This communication could be simply forwarding an email from the end-user asking the question to the program manager, providing the end-user with the program manager's phone number (and showing them where this can be found in the system for future reference), or recording a list of questions by the end-user and forwarding this to the appropriate program manager.

The agency personnel are the grant program experts, our help desk personnel are the IntelliGrants software experts. Questions that will be redirected to the organization's staff regarding grant related (program specific) topics include:

- Under what budget category should the following expense fall
- Why do I have \$x allocated to my project
- Should I submit an agreement amendment request because of the following reason

Application Defects

Application defects will be corrected in a timely manner upon proper notification using Agate's Help Desk. Agate maintains a log of such defects and will categorize each defect to provide the organization with an estimated resolution timeline. Application defects will be categorized and resolved as follows:

Severity Level 1 (SL1)

The highest severity is 1 (SL1). A SL1 issue is considered critical and will initially have the highest priority. Examples of this are that the production system is down and normal business processes cannot proceed, more than 90% of the users are affected, or there is no timely workaround that provides the lost functionality. When a SL1 issue call is received, Agate Software will use all available resources to solve the problem as soon as possible (typically less than four (4) business hours).



Severity Level 2 (SL2)

A severity 2 (SL2) issue is classified as urgent. The system is up, but not functioning at "normal" capacity. Examples of this are that a major function is not available and it is affecting a significant number of users, the incident causes a severe impact on business regardless of the environment, or no acceptable workaround is available; however, business operations can continue in a restricted fashion. When a SL2 issue call is received, Agate Software will use necessary resources to solve the problem within one (1) business day.

Severity Level 3 (SL3)

A severity 3 (SL3) issue is classified as a routine call. It is a minor or intermittent incident occurring and not significantly affecting production. When a SL3 issue call is received, Agate Software will use necessary resources to solve the problem within five (5) business days.

Severity Level 4 (SL4)

A severity 4 (SL4) issue is classified as a request or training call. It is a minor request not significantly affecting production. When a SL4 issue call is received, Agate Software will use necessary resources to solve the problem within thirty (30) business days.

Severity Level 5 (SL5)

A severity 5 (SL5) issue is classified as an informational call. It is a minor call for information that does not require an immediate sense of urgency — a task to be completed soon. When a SL5 issue call is received, Agate Software will work with the client to determine the timeframe that resolution should occur.

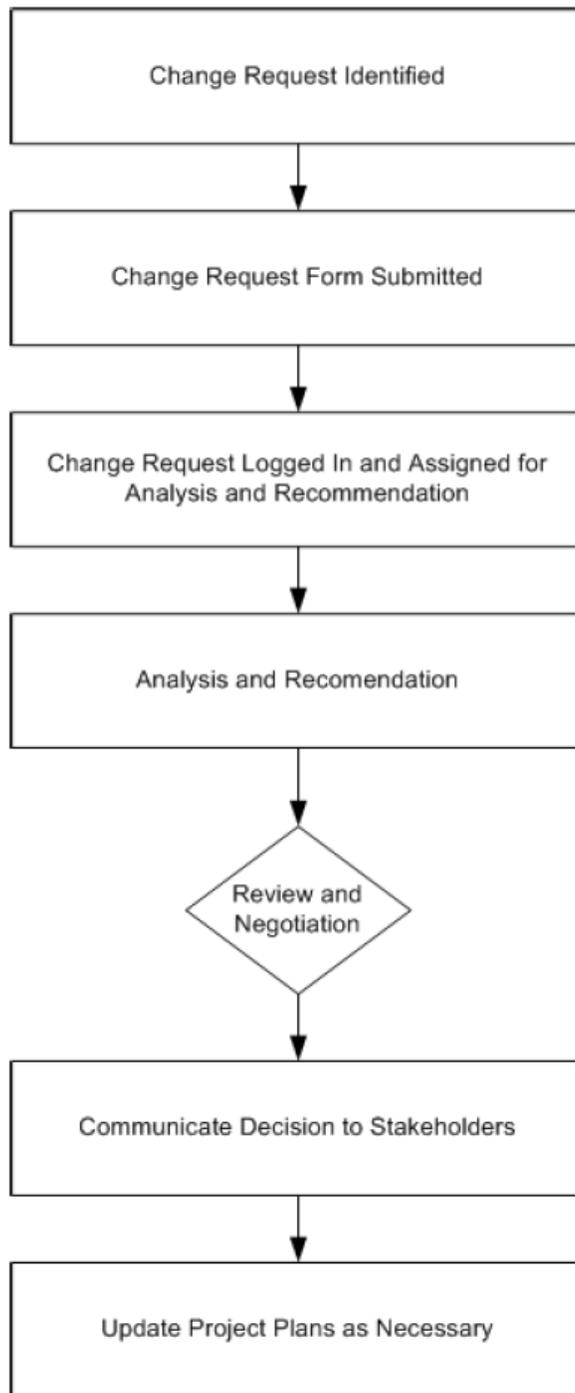




Attachment 3 - Change Management

The following process flow explains the change request process. An explanation of the potential user roles that would fall within this process follows.





Change Management Roles

MDVPTB Requester

- Documents the request as clearly and completely as possible
- Submits request to the MDVPTB Project Manager

MDVPTB Project Manager

- Reviews request and may either forward it to Agate for consideration and processing or declare the request out of scope and add the request to the parking lot list
 - Requests should be forwarded to Agate via ProjectTrax
- If forwarded to Agate for processing; discusses and resolves findings provided by Agate's review with the Agate Project Manager

MDVPTB Project Sponsor

- Reviews change request, impact analysis and recommendation
- Either approves the request, denies the request or places the request on hold
- Ensures any required additional resources are available

Agate Project Manager

- Tracks status of change request in ProjectTrax
- Clarifies change request if necessary
- Forwards change request, impact analysis and recommendation to project sponsor and appropriate management
- Makes necessary updates to project plan
- Keeps requester apprised of change request status
- Approves low impact requests

Agate Business Analyst

- Researches and clarifies request as needed
- Identifies alternative solutions
- Makes recommendation
- Estimates time and resources required to add the change to the project's scope
- Identifies where added tasks fit into project plan
- Updates ProjectTrax with impact analysis



Attachment 4 – Sample Training Agenda

The agenda below is a sample from a three day session administered onsite for a past customer. A similar agenda will be created for MDVPTB training purposes.

Day 1

8:00 AM: Kickoff - Computer & Materials Setup

8:15 AM: Labs 1 through 6

- Lab #1 – Categories
- Lab #2 & 3 – Process Flows
- Lab #4 – Document Templates – Creating and setting the header properties
- Lab #5 – Identification Numbers
- Lab #6 – Instances

10:00 AM: Break

10:15 AM: Labs 7-11

- Lab #7 – Eligibility
- Lab #8 – Roles
- Lab #9 – Menus for your Document Template
- Lab #10 – Designing a page layout
- Lab #11 - Creating new or editing existing forms

12:00 PM: Lunch

1:00 PM: Labs 12-14

- Lab #12 – Associations
- Lab #13 – Reviews
- Lab #14 – Lookups

2:30 PM: Break

2:45 PM: Labs 15-18 and Q&A

- Lab #15 – Notifications



- Lab #16 – Message Templates
- Lab #17 – Query Builder
- Lab #18 – Report Builder
- SQL Discussion about Stored Procedures as opposed to Query Builder
 - Query Builder Stored Procedure Structure Utility – Usually only available to Report Designer Role

4:00 PM: Labs Completed and continued Q&A

Day 2

8:00 AM: Outline of today's activities and what we'll be covering.

8:15 AM: Application Workflow Creation using handouts

- Create Process Flow Statuses
- Create Status Connections
- Setup Active Documents List in Process Flow

10:00 AM: Break

10:15 AM: Document Template Creation and form building with handouts

- Use your experience from day one and the labs to build a document template
 - Be sure to setup the instance so you can test later
- Build the 5 forms in your handouts with all business rules and calculations
 - Use linked fields on the Budget Summary for summarizing information

12:00 PM: Lunch

1:00 PM: Form building with handouts CONTINUED...

- Use your experience from day one and the labs to build a document template
 - Be sure to setup the instance so you can test later.
- Build the 5 forms in your handouts with all business rules and calculations
 - Use linked fields on the Budget Summary for summarizing information
- Setup Form Permissions for the Authorized Official and Application Administrator

2:30 PM: Break



2:45 PM: Application Testing as an Applicant user

- Enter real information (Not just "TEST" in every field)
- Log back in as your Grant Designer to make any needed corrections
- Submit your application

4:00 PM: Q&A

Day 3

8:00 AM: Outline of today's activities and what we'll be covering.

8:15 AM: Rollover of Application created yesterday

- Update FY on Document Template and Instance
- Update all Form names if needed
- Update linked fields if needed
- Setup Relationship to BHSTE Reimbursement 2012
- Test as applicant

10:00 AM: Break

10:15 AM: Rollover of Application created yesterday CONTINUED...

- Update FY on Document Template and Instance
- Update all Form names if needed
- Update linked fields if needed
- Setup Relationship to BHSTE Reimbursement 2012
- Test as applicant

12:00 PM: Lunch

1:00 pm: Q&A and Advanced Design discussion



Attachment 5 – Acceptance Process

Electronic written approval from MDVPTB Agency Lead and DTMB PM is to serve as acceptance for tasks to ensure the system performs as its intended function.

User acceptance testing is conducted at various stages throughout the project. Agate expects MDVPTB to perform user acceptance testing for each of the milestones in the scope of work (Contract, Expenditure Reports, Activity Narrative Reports, Management Reports, and System Setup). Final user acceptance testing is also expected to be performed prior to the system going live.

Design and Acceptance Process

Agate Software, Inc. and the MDVPTB will work together to design the final process flows, forms and management reports. The design process for forms and management reports is:

- MDVPTB provides design documents via e-copy
 - Agate will provide sample design documents upon request
 - Agate will finalize the first design document upon request
- Agate and MDVPTB review the design documents in a status meeting
- Once the design is finalized, MDVPTB will update design documents with data types, business rules, calculations and error checking
- Agate creates the Notice to Proceed(NTP)/Acceptance Form
- Agate and MDVPTB review design documents in a status meeting
- MDVPTB approves the NTP section of the NTP/Acceptance form via email
- Agate configures forms, tests and pushes data to the demo server once a week (on Fridays)
- Agate performs second round of testing on the demo server
- Agate notifies MDVPTB when testing is complete on demo
- MDVPTB performs user acceptance testing on demo and provides feedback to Agate
- Agate pushes data to the production server (This means that un-approved functionality will go to the production environment. Functionality will be hidden on production until considered completed by MDVPTB)
- Agate and MDVPTB discuss testing feedback in a status meeting and decide how to move forward
- Agate performs additional configuration if needed (go to eighth bullet above)
 - This bullet can be performed up to two times. Agate considers this one round of development and two rounds of configuration/development updates: (1) initial configuration; (2) additional configuration after user acceptance testing; (3) final round of configuration updates;
 - If additional rounds of configuration are needed, the change management process will be used. Usually, Agate and MDVPTB will determine how to move forward by either (1) moving a task that is not yet completed to the parking lot list so the resources allotted for that task can be used to perform the additional configuration (essentially exchanging one task for the other); (2) moving the additional configuration requests to the parking lot list;
 - Items on the parking lot list are considered out of scope and may be developed for subsequent phases of the project that are beyond the scope of work for this engagement



- MDVPTB approves Acceptance portion of NTP/Acceptance document via email
- Agate develops printable versions of the forms (PDFs) and the PDFs are pushed in the next weekly push
- Design and acceptance process is considered complete
- Bugs found after acceptance has been given will be fixed
 - A bug is defined as functionality not working according to the design in the NTP/Acceptance document
- If a design change is needed after acceptance the change management process will be used



**STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

September 30, 2010

**NOTICE
 OF
 CONTRACT NO. 071B1300072
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Agate Software 2214 University Park Drive, Suite 102 Okemos, MI 48865 Email: mepolito@agatesoftware.com		TELEPHONE Mark Epolito (517) 336-2511
		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-3993 Dale Reif
Contract Compliance Inspector: Sara Williams Intelligrants Software Maintenance and Support		
CONTRACT PERIOD: 5 yrs. + 5 one-year options From: October 1, 2010 To: September 30, 2015		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION: .		

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

ESTIMATED CONTRACT VALUE: \$5,933,500.00

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B1300072
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Agate Software 2214 University Park Drive, Suite 102 Okemos, MI 48865 Email: mepolito@agatesoftware.com	TELEPHONE Mark Epolito (517) 336-2511 CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-3993 Dale Reif
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MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION: THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT. Estimated Contract Value: \$5,933,500.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. RFP-DR-084R020CVNS. Orders for delivery will be issued directly by the Department of Technology Management and Budget through the issuance of a Purchase Order Form.

FOR THE CONTRACTOR: <div style="text-align: center;">Agate Software</div> <hr/> <div style="text-align: center;">Firm Name</div> <hr/> <div style="text-align: center;">Authorized Agent Signature</div> <hr/> <div style="text-align: center;">Authorized Agent (Print or Type)</div> <hr/> <div style="text-align: center;">Date</div>	FOR THE STATE: <hr/> <div style="text-align: center;">Signature</div> <div style="text-align: center;">Greg Faremough, Director</div> <hr/> <div style="text-align: center;">Name/Title</div> <div style="text-align: center;">IT Division, Purchasing Operations</div> <hr/> <div style="text-align: center;">Division</div> <hr/> <div style="text-align: center;">Date</div>
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Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

The purpose of this Contract is for ongoing maintenance, enhancements and hosting options, for the electronic grant management application IntelliGrants™. The Contractor will be responsible for procuring all of the server hardware and software needed to host the software.

The resulting Contract will be for a term of five (5) years with five one-year options to renew. The Contract will serve the following State agencies.

- Michigan State Police (MSP)
- Michigan Department of Community Health (MDCH)
- Michigan Department of Energy, Labor and Economic Growth (MDELEG)
- Michigan Department of Education (MDE)

1.002 BACKGROUND

The State has a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the IntelliGrants™ software. The IntelliGrants™ software is a commercial-off-the-shelf (COTS) application that allows state agencies to automate and streamline the grant life cycle. The software allows potential grantees the ability to apply for grants through the use of a web-portal. The portal provides comprehensive information about available grant programs, eligibility requirements, information on grant writing techniques, access to key statistics, and the ability for applicants to look up grant application status. Additionally, IntelliGrants™ also allows the state agencies to automate the workflow required to review, approve and deny grant applications.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

The Contractor must provide the following services for the complete and successful support and maintenance of the IntelliGrants™ software including the functionality required for the State's business operations. This project consists of the following components:

- **Maintenance and Support** - Maintenance is defined as repair or replacement services provided after the expiration of the warranty period necessary to identify and repair software malfunctions in order to return the system to its original operating condition. Maintenance also includes an agreement to provide an annual renewable software subscription to include future upgrades (both major and minor revisions of the application) and ongoing Contractor product support, Help Desk and Technical support.
- **Enhancements for Current Implementations**– These projects will be determined at time of need and a separate work statement will be developed.
- **New Grant Implementations** – These projects will be determined at time of need and a separate work statement will be developed.
- **Hosting Option** – Contractor hosted solution to include procuring, installing and maintaining application server(s) and other required hardware/software. The solution must include production, development and test environments. The development and test hardware/operating system environment must resemble the production environment as closely as possible. The State reserves the option to continue with the Contractor hosted solutions, procure additional Contractor hosted solutions or hosting within the State's environment for the duration of the contract.

A more complete description of the supplies and/or services sought for this project is provided in Section 1.104, Work and Deliverables.

1.102 OUT OF SCOPE

The State is not seeking a new or replacement system.

1.103 ENVIRONMENT

The links below provide information on the State's Enterprise IT policies, standards and procedures which includes security policy and procedures, IT strategic plan, eMichigan web development and the State Unified Information Technology Environment (SUITE).



Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this RFP must comply with all applicable State IT policies and standards. The Contractor awarded the Contract must request any exception to State IT policies and standards in accordance with MDTMB processes. The State may deny the exception request or seek a policy or standards exception.

Enterprise IT Policies, Standards and Procedures:

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html>

All software and hardware items provided by the Contractor must run on and be compatible with the MDTMB Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by MDTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The State's Project Manager and MDTMB 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 MDTMB, before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:

<http://www.michigan.gov/dit/0,1607,7-139-34305-108216--,00.html>

The State's security environment includes:

- MDTMB Single Sign On.
- MDTMB provided SQL security database.
- Secured Socket Layers.
- SecureID (State Security Standard for external network access and high risk Web systems)

IT Strategic Plan:

<http://www.michigan.gov/itstrategicplan>

IT eMichigan Web Development Standard Tools:

http://www.michigan.gov/documents/Look_and_Feel_Standards_2006_v3_166408_7.pdf

The State Unified Information Technology Environment (SUITE):

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: <http://www.michigan.gov/suite>

Agency Specific Technical Environment:

- Database: Microsoft SQL Server 05 or greater
- Development Language: Microsoft ASP.NET
- Development Framework: Microsoft ASP.NET Framework 3.5 or greater
- Web Server: Windows Server 2003 R2 Standard Edition or greater
- Application Server: Windows Server 2003 R2 Standard Edition or greater
- Operating System: Microsoft Windows 2003 Standard Edition Service Pack 2 or greater
- Reporting Tools: IntelliGrants™ Custom Reporting Module

1.104 WORK AND DELIVERABLE

A. SOFTWARE MAINTENANCE AND SUPPORT

Contractor shall supply annual software maintenance and support services that provide systems management. Contractor must fully understand all the functionality provided by the IntelliGrants™ software. Contractor must be able to explain how each aspect of the software works and be able to document needed corrections for submission to IntelliGrants™ for resolution. Contractor's License and Support Level Agreement is attached as **Attachment 1**.



1. System Maintenance Activities – Contractor will provide Software maintenance.

System Maintenance refers to regular and routine work performed by the Contractor on the IntelliGrants™ software. This includes any work required to correct defects in the system operation as required to meet Contract requirements. This includes any routine file maintenance to update any information required for operation of the system such as data changes, constructing new edits, investigating batch job failures, investigating and correcting application defaults, repairing jobs run incorrectly, repairing problems due to system software failures, repairing problems due to operator or schedule error, rectifying problems due to web page, program, object, class, scripts, control language, or database errors, repairing security problems, repairing and restoring corrupted files, table structures, and databases, rectifying incorrect documentation, and repairing problems due to jobs run with incorrect data.

- a. The Contractor will perform system maintenance as defined in the Scope of Work for the component parts of the system after implementation.
- b. The maintenance period is for the life of the IntelliGrants™ software contract.
- c. All maintenance will be performed by qualified personnel who are familiar with the system.
- d. The Contractor will provide backup maintenance resources.
- e. The Contractor will provide for escalation of maintenance issues to ensure critical issues are resolved.
- f. The Contractor will provide remote diagnostic capabilities.
- g. The Contractor will provide one point of contact to report system malfunction whether malfunction is due to software or is of unknown origin. The Contractor will then be responsible for providing the appropriate remedy.
- h. The Contractor will make maintenance of the system available from the Contractor on an annually renewable Contract basis.
- i. Contractor will provide the following services for the system:
 - i. Error Correction. Upon notice by State of a problem with the system (that can be verified), the Contractor shall use reasonable efforts to correct or provide a working solution for the problem.
 - ii. The Contractor shall notify the State of any material errors or defects in the deliverables known, or made known to the Contractor from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect, results.
 - iii. The Contractor shall initiate actions, as may be commercially necessary or proper to effect corrections of any such errors or defects.
- j. Contractor must coordinate implementing enhancements, new releases and other changes to IntelliGrants™ with State staff and Contractors.

2. Help Desk Support

Contractor must provide a toll free support telephone number. The support number shall be in operation during State business hours, 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, excluding State holidays, with on-call staff available 24 hours per day.

Contractor must provide technical support from 8 a.m. to 5 p.m. EST; Monday through Friday with a minimum response time of 1 hour via a Contractor provided toll-free phone number. Internet support and e-mail to authorized state staff is also acceptable.



3. Adaptive and Preventive Maintenance Activities

- a. Adaptive and preventive maintenance addresses upgrades to the system due to technical changes to system components to keep the system maintainable, including the following services:
 - i. Upgrades or patches of the application server, Windows components, operating system, or other system and application software.
 - ii. Software modifications and upgrades necessary because of expiring third party Contractor support.
 - iii. Hardware, database, or application conversions that do not modify user functionality.
 - iv. One-time loads or reformats of user data.
 - v. Report distribution changes.
 - vi. Disaster recovery plan activities.
- b. The changes should be transparent to the end user.
- c. Adaptive release changes will be performed in a monthly patch release.
- d. For major upgrades requiring a more significant amount of time to develop, test, and implement, the changes should be completed as part of a development release or a quarterly release. Any major release which may require an upgrade to the server/desktop operating systems or third party software utilized as part of the IntelliGrants™ system must be documented and provided to the State three months prior to implementation to ensure all requirements can be obtained.
- e. Application Repair –Contractor must offer patches or fixes to acknowledged issues of the IntelliGrants™ software within an acceptable timeframe.

4. Performance Maintenance Activities – assist State staff in performance maintenance activities to improve the performance of the application.

- a. Performance maintenance includes the following services:
 - i. Improve the performance, maintainability, or other attributes of an application system.
 - ii. Data table restructuring.
 - iii. Data purges and or archiving to reduce/improve data storage.
 - iv. Run time improvements.
 - v. Replace utilities to reduce run time.
 - vi. Potential problem correction.
 - vii. Data set expansions to avoid space problems.

5. Documentation Update

Documentation (electronic or hard copy) for scheduled software releases to include changes or enhancements to the existing system. Documentation must include:

- For each software release the Contractor must provide release notes to the state detailing the changes/upgrades that are included in the software release. The release notes must identify reported bug fixes and new functionality added by the Contractor.
- At the request of the State, the Contractor must provide the State an electronic copy of the current System Administrator Manual or guide and a User Manual which will cover all functions of the IntelliGrants™ and the specific functions of the IntelliGrants™ as installed and configured for the State. The State must have unlimited reproduction rights to the manuals for the State and IntelliGrants™ management purposes.
- The Contractor must provide updated Systems Administrator manuals and User Manuals for major releases that include new functionality in the IntelliGrants™ system.
- Security Changes- Any changes to user access or administrator access security must be provided in the release notes.

B. APPLICATION DEVELOPMENT FOR FUTURE ENHANCEMENTS

Future enhancements will be required based on federal and state requirements. A separate Statement of Work will be written for any required enhancements. Contractor will provide future development services and/or software enhancement meeting the definitions below.

The State may purchase additional services related to the environment from this Contractor for up to 12,650 hours over the 5-year Contract. Below is estimated hours per agency:



- Michigan State Police (MSP) – 3,100 Hours
- Michigan Department of Community Health (MDCH) - 2,550 hours
- Michigan Department of Energy, Labor and Economic Growth (MDELEG) – 1,000 hours
- Michigan Department of Education (MDE) – 6,000

Services must be dependent upon mutually agreed upon statement(s) of work between the Contractor and the State of Michigan. Once agreed to, the Contractor must not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this contract.

System enhancements / scope modifications include changes to the system that are necessary to meet:

- a. New State policy requirements,
- b. New Federal regulations,
- c. New technology requested by the State, or
- d. Accommodate new or updated interfaces requested by the State.

The Contractor must be able to respond with costs and timelines to all requests to modify the IntelliGrants™ software to meet future needed functionality.

1. Application Adjustments & New Development - Contractor must provide the ability to request changes or new development work of the IntelliGrants™ software.
2. Interoperability Development with Other Applications - Contractor must provide the ability to request integrations or interoperability with other products or services of the IntelliGrants™ software.
3. System Interface Adjustments & New Interfaces – Contractor must provide the ability to request changes or customizations to the application user interface of the IntelliGrants™ software.

Acceptance Criteria

Specific acceptance criteria for software enhancements will be included in each Statement of Work. The following criteria apply to software enhancement deliverables:

- Beta software is not accepted as final deliverable.
- MDTMB will review the software enhancements for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery and operation. Approvals will be written and signed by Agency/MDTMB Project Manager as identified in applicable statement of work. Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit software for approval.
- Software enhancements are installed and configured in appropriate environment (e.g. development, test, pre-live, live). Contingency plans and de-installation procedures and software are provided by Contractor and approved by the Agency/MDTMB Project Managers as identified in applicable statement of work.
- Contractor will successfully test software enhancements in the development environment before moving the enhancement to the test and pre-live environments for final software testing by Agency/MDTMB. Approvals will be written and signed by Agency/MDTMB Project Managers.
- Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit test software, data and results for approval. Only after successful State testing in the test and pre-live area will the enhancement be implemented in the production environment. This implementation should occur at an agreed upon time during non business hours, such as late evenings or weekends.

C. Application Development for New Grant Implementations

New grant implementations may be requested. A separate Statement of Work (SOW) will be written for any required new implementation. The Contractor will bid each new implementation request as a fixed price proposal. The Contractor will not begin work until authorized by the SOW agency/MDTMB Project Managers. The order of completion will be determined by the SOW Agency/MDTMB Project Managers. All approvals will be in writing and signed by the SOW Agency/MDTMB Project Managers.



If applicable in a subsequent Statement of Work, Contractor will provide the following for any new implementation requested during the Contract period:

- a. Develop Requirements Documentation. The requirement document must be delivered to the SOW Agency/MDTMB Project Managers within one week of the last requirements meeting.
- b. Develop Project plan to include the following:
 - (ii) A work breakdown structure of the major phases of the project, accounting for all tasks, deliverables, resources and milestones for the design, development, testing and implementation of the enhancement including all interfaces and other agency resources.
 - (iii) Estimated hours and timetable for each task, deliverable, and milestone.
 - (iv) Contractor resource loading by task and role.
 - (v) State resource loading by task and role.
 - (vi) Any assumptions of constraints identified by the Contractor must be listed in the Project Plan.
 - (vii) List of any hardware that may need to be purchased, and get State approval before making the purchase.
 - (viii) The project plan must be delivered to the SOW Agency/MDTMB Project Manager within one week of the approval of the requirements document.
- c. Develop design documentation
- d. Program the application.
- e. Develop test cases and conduct unit testing.
- f. Develop installation plan.
- g. Conduct user acceptance testing to ensure that the requirements are satisfied and to validate the results.
 - (ii) Contractor will demonstrate to the State that all of the system requirements and functions have been satisfied.
 - (iii) The State will determine if the Contractor has fulfilled all of the requirements.
 - (iv) The Contractor will be responsible to modify any functionality or requirement that is viewed by the State as not acceptable.
 - (v) The Contractor will be responsible to add a function or requirement as defined in the requirements document that the Contractor failed to include.
 - (vi) All modifications and/or additions to a function in the system as defined in the requirements document will be performed without any additional cost.
 - (vii) This entire process will take place prior to installation and live implementation.
- h. Documentation - Provide complete, up-to-date, electronic manuals for the IntelliGrants™ system and its components, operations, maintenance, administration and use that are easily referenced, easily used and searchable.
- i. Develop User Training for State staff. The training can be by Web conferencing or at State of Michigan's facilities.
- j. If State hosted, provide technical support during installation to State's production environment. This includes a 90-day warranty period for the enhancement.
- k. Systems information and site data reports must be available on request.
- l. Warranty Requirements - After installation and configuration in the production environment, all issues discovered during the following 90-day period are resolved and accepted or waived by MDTMB.

Acceptance Criteria

Specific acceptance criteria for new grant implementations will be included in each Statement of Work and may include, but not limited to, software product, development tools, support tools, data migration software, integration software and installation software. The following criteria apply to software deliverables:

- Beta software is not accepted as final deliverable.
- MDTMB will review the software for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery and operation. Approvals will be written and signed by SOW Agency/MDTMB 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.
- Software is installed and configured in appropriate environment (e.g. development, test, pre-live, live). Contingency plans and de-installation procedures and software are provided by Contractor and approved by the SOW Agency/MDTMB Project Managers.



- Contractor will successfully test software in the development environment before promoting it to the test and pre-live environments for final software testing by MDTMB. Approvals will be written and signed by SOW Agency/MDTMB Project Managers.
- Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit test software, data and results for approval. Only after successful State testing in the test and pre-live area will the enhancement be implemented in the production environment. This implementation should occur at an agreed upon time during non business hours, such as late evenings or weekends.

D. Hosting Requirements

Contractor must provide pricing for all required hardware/software to support their proposed hosting solution. There must not be a disruption in the operation of the IntelliGrants™ software. The State reserves the option to continue with the Contractor hosted solutions, procure additional Contractor hosted solutions or hosting within the State's environment for the duration of the contract.

If applicable, Contractor will provide the following for hosting solutions during the Contract period:

- i. The Contractor must be able to provide the equipment maintenance and support over the period of the contract that include:
 - a. Software - Apply hot-fixes and service packs as needed to address anomalies and security concerns. Software support applies to third party software including operating system, back ups, antivirus software, and any application software.
 - b. Hardware - Apply Firmware and Bios updates as needed to address anomalies and security concerns. Updates are provided by the hardware Contractor and must be tested internally prior to install.
 - c. Server - Standard hardware and software maintenance as listed above to ensure reliability and optimal performance. This maintenance must occur weekly, monthly and quarterly depending on tasks.
 - d. Firewall - Must be deployed using current industry best practice model. Logs are to be monitored and maintained to ensure reliability and security.
 - e. Anti-Viral – Must provide a reliable industry-standard anti-virus system. Virus definition file maintenance and updates must be done daily to ensure complete virus protection. System must have weekly proactive scans during off peak periods.
 - f. Power Systems and Infrastructure – The facility must meet or exceed the Uptime Institute Tier 3 Data Facility standards. (<http://www.uptimeinstitute.org/>) Primary infrastructure systems must be monitored and redundant, with battery and generator backup power. Circuit load must be checked regularly to ensure reliable power to systems.
 - g. Internet Connectivity - Must be redundant connections with burstable bandwidth support. The connectivity must automatically adjust to handle increased load during an alert.
 - h. Telephone Lines - Service must be maintained and operational tested at regular intervals. Contractor must provide a toll free phone line for help desk support calls for all users of the system to call.
 - i. Encryption & Server Certificates - Must be registered and installed on all web servers. All web traffic transferred from the IntelliGrants™ system to the public internet must be encrypted.
 - j. Domain Names – Must be registered for both the primary and alternate sites. Domain Name Services for all public facing web servers and all internal systems must be maintained and redundant.
 - k. Systems & Data Backup - Must occur nightly. Data must be transferred to tape or other portable media, removed from the data center, and stored at a secure site.
 - l. Systems Failover – Failover to an alternate site is to be available at all times with little or no notice. In order to maintain uptime, critical services must be transferred in the event of a prolonged outage at the primary site. The alternate site must be located geographically separated from the primary site.
 - m. Server Computers – Increased hardware capacity may be needed to deal with system expansion and performance needs. The site infrastructure hosting the systems must have the capacity to add additional servers and meet power needs.



- n. Infrastructure Hardware - Should be added as needed to deal with system expansion and performance needs. The site infrastructure hosting the systems must have the capacity to add additional equipment and meet power needs.
- o. Power Systems as Needed - The site infrastructure hosting the systems must have the capacity to add additional power to meet growing needs.
- p. The IntelliGrants™ software must be fully available 99.9% of the time during normal business hours of 8AM to 5PM EST on business days and also available on-call during non-business hours to support the hosted infrastructure as well as application software.
 1. Response Times for Support - Contractors will be required to establish service level agreements (SLAs) with the State. The SLAs will specify:
 - a. minimum acceptable requirements for system uptime and availability,
 - b. system responsiveness,
 - c. number and expertise of technical support staff,
 - d. back-up schedules,
 - e. software updates,
 - f. system monitoring and maintenance,
 - g. responsiveness of technical support staff when problems are encountered (including help desk response time, time to answer, time to resolution, time to escalation, etc.)
 - h. problem management and escalation procedures,
 - i. types and frequency of management reports pertaining to the performance of the outsourcing Contractor.
- q. Performance and Capacity Management
 - Monitor, collect, and analyze Server utilization data for CPU, memory, and disk space;
 - Compile configuration data and usage patterns;
 - Monitor Server performance;
 - Establish thresholds and exception reporting procedures;
 - Perform tuning based on available performance data;
 - Review Server capacity trends;
 - With the State's assistance, establish a schedule for Contractor's performance of Server maintenance (for example, virus and malicious software detection, backup, disk space cleanup) and for implementing modifications and enhancements to the Web Hosting Environment so as to minimally impact availability of the Web Hosting Environment;
 - Fire detection and suppression a system for early detection of fires and suppression in a manner that does not damage state equipment
 - Air conditioning monitored facilities to control for temperature and humidity
 - Facility monitoring for electrical and mechanical failures, fire detection, and leak detection
 - Support services including system and network monitoring of backbone routers, WAN interfaces, routers, switches, and servers
 - Network problem detection, tracking, and resolution process
 - Installation of new and/or replacement hardware (procured by the State)
- r. Security Management (See Exhibit 1)
 - Define access controls for the Web Hosting Environment;
 - Attempt to monitor the Web Hosting Environment for unauthorized access;
 - Notify the State in accordance with the security procedures specified in the Contractor's Security Guidelines if the Contractor detects a security violation;
 - Follow the procedures specified in the Contractor Security Guidelines for logging, alarming and reporting of security violations;
 - Provide and maintain virus and malicious software avoidance, detection, and elimination software for Servers;
 - Conduct periodic security reviews;
 - Validate the correct use of logical control features such as time-out password screens and password and logon administration;
 - Verify proper assignment as per the State's instructions of access rights to source code and licensed software products; Physical security of the hosting location 24/7 and 365 day (monitored)
 - Controlled access to facilities during business, including logged access by time and date
 - Report access rights for State approval
- s. Storage Management Services



- Maintain and implement database backup and restore processes and procedures to Attempt to restore Servers following outages or corruption;
 - Conduct routine backup and restore procedures so as not to adversely impact scheduled operations, including regular backups from disk to tape for the Servers during nightly backup windows;
 - Assist the State in the restoration of files deleted or corrupted because of the State's actions.
 - The Web Hosting Environment will provide daily incremental backup of all Servers with the ability to restore to the most recent backup;
 - Backup and restore Content;
- t. Reports
1. Server Availability Reports
 - Outage Summary Report
 - Outage by Server Report
 - i. The start and end time of each outage;
 - ii. The duration of the outage;
 - iii. The IP address experiencing the outage;
 - iv. Reason for the outage, if known;
 - v. Description of the actions required to resolve the outage problem;
 - vi. Total time the Server was unavailable; and
 - vii. Name of the Contractors technical team member responsible for resolving the problem.
 2. Performance and Capacity Reports - graphical summary report contains a line graph and a bar chart showing the percentage of Servers in which utilization of a particular resource (i.e., CPU, memory, disk space) was either red, yellow, or green.
 3. Capacity Summary Report - contains a bar chart and a table showing the percentage of Servers in which utilization of a particular resource (i.e., CPU, memory, and disk space) was either red, yellow, or green as defined above. There is also a bar chart and table that show overall resource utilization. The report shows approximately 24 months of data.
- u. Hardware – See Attachment 2 for Contractor's diagram of their proposed Hardware and Network infrastructure. It must be an overall detailed architectural diagram including detailed graphics displaying the listed hardware and its relative placement in the architecture. The Contractor should clearly mark the communication channels between hardware units, identifying things like encryption where appropriate. The Contractor must identify any constraints or limitations with respect to the physical proximity of system components to one another or to user locations.

The Contractor's server information is in Attachment 3. The Production infrastructure shall be designed to be a High Availability environment.

It is expected the Contractor will meet the following Standards:

- Connection: Minimum uptime: 99.9%.
- System availability: 24x7x365.
- An Uninterruptible Power Supply must protect all servers.
- All servers should have dual network cards for fail-over.
- All servers must be located in a security locked room accessible only by authorized personnel
- All outside connections must pass through an approved State of Michigan Firewall.
- All servers are protected by State of Michigan approved Anti-Virus software.
- All servers must pass a State of Michigan approved vulnerability scan, with remediation in 48 hours.
- All servers have their OS upgraded upon release with ample time allowed for bug fixes.
- The Contractors proposed solution must include the following environments:
 - Development
 - Testing
 - Live Production



The contractor may propose combining environments; however, the Live Production environment must be physically separate from the other environments.

Redundancy shall be designed into the system to handle failure situations and make system maintenance possible without experiencing downtime. Server redundancy is not required; however backup procedures minimize the chance of data loss in the event of a hardware failure. In the event of a prolonged outage due to hardware failure, other servers are available to temporarily run the application. Contractor may provide additional alternatives that will meet the redundancy requirement and will provide a cost savings to the State.

- ii. **Hosting & Site Security (See Exhibit 1 and Attachment 4)**
 Physical system security is paramount. All systems must be housed within a secured facility and kept within a secured cabinet or cage. The facility must track and control all access entering and exiting the building and server room, as well as having physical security systems and video surveillance. Additionally, the State of Michigan will have rights in accordance with the Software License Agreement to continue use of the software without renewal of the Software Maintenance Agreement.
 - a. **Location of Work Requirements** - The work is to be performed, completed, and managed in (2) geographically separated level (3) secure data centers. The data centers must be located in different geographic regions of the United States e.g. California and Texas.
 - b. **Security and Confidentiality Requirements**
 - i. All sites must be secured from Internet, Intranet or On-Site intrusions or attacks.
 - ii. All equipment must be kept secure from On-Site intrusions or attacks.
 - iii. All data must be secured from Internet, Intranet or On-Site intrusions or attacks.
 - iv. All Internet based data transmission must be encrypted.
 - c. Note that a separate quotation for Contractor hosting is requested as part of the response to this RFP. The equipment must comply with the State of Michigan standards.
- iii. **Disaster Recovery (See Attachment 4)**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or manmade disaster.

The bid proposal must contain a disaster recovery strategy document and must include:

- The strategy to recover to a known good state & resume after a site-loss disaster
- The ability to recover on-line transactions since the last backup in a non-site-loss disaster
- An annual demonstration of the ability to recover full functionality to another site
- Off-site transport of system and database backups

The Contractor must provide a document indicating the strategy to maintain system availability in the event of the loss of one or more system components.

Security – In addition to documenting the disaster recovery and back up process, the Contractor must describe the security for all of the IT environments being hosted.

Acceptance Criteria

1. The services will be accepted in accordance with the requirements of the contract.
2. State will review maintenance requests within a mutually agreed upon timeframe from.
 - a. Approvals will be written and signed by State Project Managers.
 - b. Unacceptable issues will be documented and submitted to the Contractor.
 - c. After issues are resolved or waived, the Contractor will resubmit a revised Maintenance Request for Approval of Services within 10 days.
3. The Contractor will maintain the tools and connectivity installed, in compliance with DTMB standards, to properly support and monitor the application.

E. Implementation to Contractor Hosted Environment



Contractor shall provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the implementation of the IntelliGrants™ software, including system migration, configuration, customization, and interfaces/integration. These deliverables are not all inclusive. Contractors may propose other deliverables.

Deliverable(s):

1. System Migration Plan– Contractor will be responsible for moving the application and data from the current State hosted environment. Install the same into the Contractor hosted environment and test the system for accuracy.
 - a. The migration plan shall include:
 - i. Description of migration process
 - b. Indication of any State resources needed.
2. Test Plan and Results - The Contractor shall provide comprehensive testing to validate functionality and performance.
 - Testing will include:
 - a. Hardware Performance testing:
 1. CPU utilization
 2. Disk space capacity
 3. Speed
 - b. Data verification in the databases
 1. Online database
 2. Reporting database
 - c. Application testing
 1. State staff
 2. Printing
 - d. Systems testing:
 1. Sequence for a complete system test
 2. Method for selecting cases
 3. Test cases
 4. Results and implications for overall system operation
 5. Corrective action and ongoing maintenance requirements
 - e. User acceptance testing
 - f. Quality assurance testing
 - g. Performance testing (including load testing)
 - The Contractor shall perform integration testing ensuring defects are not introduced when the unit is combined with the other software artifacts for the given iteration or release.
 - The Contractor shall conduct User Acceptance, Quality Assurance and Performance Testing in accordance with the Test Plan in the Quality Assurance (QA) Testing environment.
 - a. The Contractor shall resolve all defects and perform all other technical support required to successfully complete this testing.
 - b. The Contractor shall conduct a walk-through of the testing process and the test results to enhance State understanding and to facilitate the State approval process, including a review of performance metrics and general “lessons learned” from all testing participants.
 - User Acceptance Test (UAT) Cases
 - a. The Contractor will develop the test plans for User Acceptance Testing to include expected results.
 - b. The user acceptance test cases should include data edits and data validation criteria.
 - User Acceptance
 - a. The Contractor shall schedule, coordinate, monitor, and manage all User Acceptance Testing (UAT) activities.
 - b. The State is responsible for providing end users (from State and agents and lenders) and subject matter experts to perform the user acceptance testing.
 - c. Users participating in UAT are expected to sign off on the test results at the completion of UAT, providing their recommendation to the State Project Managers for formal approval and readiness for production.
 - d. State testers will update the test cases with the test results during UAT testing. If results are successful, they will provide their signoff by marking the test case as ‘Passed’.
 - e. The Contractor shall provide support for the duration of UAT.
 - f. This support must include both business and technical assistance.



- g. The Contractor shall support the UAT by:
 - i. Monitoring system performance
 - ii. Investigating why data was not processed
 - iii. Monitoring computer resource usage
 - iv. Participating in problem review meetings
 - v. Investigating problems and identifying potential problems
 - vi. Investigating and ensuring user access to the system in the UAT environment
 - vii. Generally helping the users execute tests and review results
 - h. The Contractor shall correct all defects discovered during UAT in a timely manner by following normal application development procedures – modifying the appropriate configuration items in the development environment, unit and integration testing the change, promoting the configuration item to the testing environment, quality assurance testing the change, and promoting the change to the UAT environment.
 - i. Promotions to UAT shall occur on a regularly scheduled basis unless it is an emergency situation (e.g., UAT cannot continue until problem is resolved).
 - j. The Contractor must have procedures and tools for tracking, reporting, and correcting deficiencies.
3. Pilot IntelliGrants™ Software Implementation
Before statewide implementation, the Contractor shall conduct a Pilot implementation of the system. The pilot start date and duration will be agreed upon with the State.
4. IntelliGrants™ Software Implementation
- a. After a successful Pilot, the system will roll out.
 - b. Prior to implementation, the Contractor will have full responsibilities to:
 - i. Monitor progress against a detailed installation plan ensuring each task is completed accurately and on schedule.
 - ii. Communicate with the State Project Managers to provide status and escalate issues.
 - iii. Participate with the implementation team to coordinate activities, discuss status, and resolve issues.
 - iv. Coordinate implementation with training.
 - v. Ensure data readiness.
 - vi. Coordinate with the data conversion team to address manual and automated data correction activities pre- and post-conversion.
 - vii. Provide staff to perform manual and automated data, cleanup/conversion activities.
 - viii. Implement new workflow:
 - ix. Work with State staff (DTMB and MSHDA) to plan the transition to the new workflow.
 - x. Provide onsite post-implementation help to resolve workflow and application issues.

Acceptance Criteria

Service Deliverables include, hosting, system migration, security, help desk, and support.

1. The services will be accepted in accordance with the requirements of the contract.
2. State will review a Request for Approval of Services within a mutually agreed upon timeframe from completion or implementation.
 - a. Approvals will be written and signed by State Project Managers.
 - b. Unacceptable issues will be documented and submitted to the Contractor.
 - c. After issues are resolved or waived, the Contractor will resubmit a Request for Approval of Services for approval within 30 days of receipt.
3. State will review migrated and configured data within a mutually agreed upon timeframe from completion.
 - a. Approvals will be written and signed by State Project Managers.
 - b. Unacceptable issues will be documented and submitted to the Contractor.
 - c. After issues are resolved or waived, the Contractor will resubmit a request for approval within 30 days of receipt.
4. The Contractor has the tools and connectivity installed, in compliance with DTMB standards, to properly support and monitor the application.

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

A. Contractor Staff

- Must provide normal services Monday through Friday, 8:00 a.m. to 5:00 p.m. EST



- All personnel provided by the Contractor must be subject to the rules, regulations, approval, and policies of the State.
- Must replace all employees whose work was found to be unsatisfactory within five (5) business days of notification
- As required, the Contractor must attend and conduct program meetings using appropriate and most effective communication methods. These meetings will review the status of any outstanding service requests submitted to the Contractor.
- Must provide responses to program-related questions and issues
- Support personnel must be English-speaking and be available via a toll-free number. Due to sensitivities of the system, it is preferable for all support activities to occur in the continental United States of America.

The Contractors Maintenance Responsibilities include the following:

- Must support the application in any technical capacity necessary to ensure proper functionality
- Must provide help desk support for handling inquiries and problems
- Must implement timely resolutions to problems, traveling to State facilities as needed

The Contractor must designate a Single Point of Contact (SPOC). The SPOC must perform the following duties:

- Supporting the management of the Contract
- Facilitating dispute resolution
- Advising the State of performance under the terms and conditions of the Contract.

The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.

B. On Site Work Requirements

1. 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. Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the Michigan and National Crime Information Center (NCIC) Finger Prints, if required by State agency. Contractor will pay for all costs associated with ensuring their staff meets all requirements.

2. Location of Work

The work is to be performed, completed and managed at the Contractors location or at State facilities.

3. 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.

4. 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.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

For future enhancements and new implementations, State staff to be identified in each subsequent statement of work.

DTMB Agency Services/Agency staff must oversee:



Maintenance and Support Responsibilities

- Provide a technical production support team available for transition activities
- Provide a technical support team for hardware support, patches and maintenance

MDTMB will provide a Contract Administrator whose duties shall include, but not be limited to, supporting the management of the Contract.

Name	Agency/Division	Title
Sara Williams	MDTMB/Agency Services	Contract Administrator

1.300 Project Plan

1.301 PROJECT PLAN MANAGEMENT

1.302 REPORTS

1.400 Project Management

Section 1.400 may be required for each subsequent Statement of Work that requests enhancement services through this contract.

1.401 ISSUE MANAGEMENT

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget. The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the MDTMB Project Manager on an agreed upon schedule, with email notifications and updates. Issue management shall include an escalation path for resolution. The issue log must be updated and must contain the following minimum elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue.
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description

1.402 RISK MANAGEMENT

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project. The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.

A risk management plan format shall be submitted to the State for approval within twenty (20) business days after the effective date of the Contract resulting from the upcoming RFP. The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the State’s PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon.

The Contractor shall provide the tool to track risks. The Contractor will work with the State and allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The State will assume the same responsibility for risks assigned to them.

1.403 CHANGE MANAGEMENT

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract.



If a proposed Contract change is approved by the Agency, the Contract Administrator will submit a request for change to the Department of Management and Budget, Purchasing Operations Buyer, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the DMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Contractors who provide products or services prior to the issuance of an authorized Contract Change Notice are at risk of non-payment for the out-of-scope/pricing products and/or services.**

The Contractor must employ change management procedures to handle such things as “out-of-scope” requests or changing business needs of the State while the migration is underway.

The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

1.500 Acceptance

1.501 CRITERIA

Acceptance criteria for deliverables will be identified in each individual project SOW.

1.502 FINAL ACCEPTANCE

Final acceptance criteria for deliverables will be identified in each individual project SOW.

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

This is a fixed price deliverable based Contract. The rates quoted will be firm for the duration of this Contract. See **Attachment 5** for Contract Cost Table.

The State will not pay for travel expenses including travel time, hotel, mileage, meals and parking.

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 must submit properly itemized invoices to “Bill To” Address on the Purchase Order. Incorrect or incomplete invoices will be returned to contractor for correction and reissue. 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.



Article 2 - Terms and Conditions

2.000 Contract Structure and Term

2.001 CONTRACT TERM

This Contract is for a period of five (5) years beginning October 1, 2010 through September 30, 2015. All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in **Section 2.150** of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

2.002 OPTIONS TO RENEW

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to five (5) additional 1-year periods.

2.003 LEGAL EFFECT

Contractor accepts this Contract by signing two copies of the Contract and returning them to the Purchasing Operations. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State shall not be liable for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract or Change Order has been approved by the State Administrative Board (if required), signed by all the parties and a Purchase Order against the Contract has been issued.

2.004 ATTACHMENTS & EXHIBITS

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 ORDERING

The State must issue an approved written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are specifically contained in that Purchase Order or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 ORDER OF PRECEDENCE

The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work shall take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract. The Contract may be modified or amended only by a formal Contract amendment.

2.007 HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 FORM, FUNCTION & UTILITY



If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 REFORMATION AND SEVERABILITY

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 NO WAIVER OF DEFAULT

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 SURVIVAL

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section

2.020 Contract Administration

2.021 ISSUING OFFICE

This Contract is issued by the Department of Technology, Management and Budget, Purchasing Operations the "State". Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The Purchasing Operations Buyer for this Contract is:

Dale N. Reif, Buyer
 Purchasing Operations
 Department of Technology, Management and Budget
 Mason Bldg, 2nd Floor
 PO Box 30026
 Lansing, MI 48909
 reifd@michigan.gov
 (517) 373-3993

2.022 CONTRACT COMPLIANCE INSPECTOR

The Director of Purchasing Operations directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. **Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. Purchasing Operations is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contract Compliance Inspector for this Contract is:

Sara Williams, Contract Liaison
 Michigan Department of Information Technology
 Chandler Plaza, 2nd Floor
 300 E. Michigan Avenue
 Lansing, MI 48913
 Williamss11@michigan.gov
 (517) 335-1277

2.023 PROJECT MANAGER – DELETED NA

2.024 CHANGE REQUESTS



The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, Contractor shall provide a detailed outline of all work to be done, including tasks necessary to accomplish the Additional Services/Deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly before commencing performance of the requested activities it believes are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables and not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such Services or providing such Deliverables, the Contractor shall notify the State in writing that it considers the Services or Deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that Service or providing that Deliverable. If the Contractor does so notify the State, then such a Service or Deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

(1) Change Request at State Request

If the State requires Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

(2) Contractor Recommendation for Change Requests:

Contractor shall be entitled to propose a Change to the State, on its own initiative, should Contractor believe the proposed Change would benefit the Contract.

(3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal shall include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

(4) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(5) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Technology, Management and Budget, Purchasing Operations.

(6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work,



the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 NOTICES

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State: State of Michigan
Purchasing Operations
Attention: Dale N. Reif
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:
Mark Epolito
2214 University Park Dr., Suite 102
Okemos, MI 48864

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 BINDING COMMITMENTS

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon giving written notice.

2.027 RELATIONSHIP OF THE PARTIES

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors shall be deemed to be an employee, agent or servant of the State for any reason. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 COVENANT OF GOOD FAITH

Each party shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties shall not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 ASSIGNMENTS

Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties and the requirement under the Contract that all payments must be made to one entity continues.

If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also



must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 *General Provisions*

2.031 MEDIA RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 CONTRACT DISTRIBUTION

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.033 PERMITS

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 WEBSITE INCORPORATION

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 FUTURE BIDDING PRECLUSION

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Contractor offering free assistance) to gain a competitive advantage on the RFP

2.036 FREEDOM OF INFORMATION

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 DISASTER RECOVERY

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract shall provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 *Financial Provisions*

2.041 FIXED PRICES FOR SERVICES/DELIVERABLES

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor shall show verification of measurable progress at the time of requesting progress payments.

2.042 ADJUSTMENTS FOR REDUCTIONS IN SCOPE OF SERVICES/DELIVERABLES



If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 SERVICES/DELIVERABLES COVERED

The State shall not be obligated to pay any amounts in addition to the charges specified in this Contract for all Services/Deliverables to be provided by Contractor and its Subcontractors, if any, under this Contract.

2.044 INVOICING AND PAYMENT – IN GENERAL

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice shall show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis shall show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.600**.
- (c) Correct invoices shall be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d) All invoices should reflect actual work done. Specific details of invoices and payments shall be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity shall occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) shall mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 PRO-RATION

To the extent there are Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 ANTITRUST ASSIGNMENT

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 FINAL PAYMENT

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor shall it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 ELECTRONIC PAYMENT REQUIREMENT



Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment shall be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 EMPLOYMENT TAXES

Contractor shall collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 SALES AND USE TAXES

Contractor shall register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 CONTRACTOR PERSONNEL QUALIFICATIONS

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 CONTRACTOR KEY PERSONNEL

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State shall have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor shall notify the State of the proposed assignment, shall introduce the individual to the appropriate State representatives, and shall provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State shall provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel’s employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.



- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 RE-ASSIGNMENT OF PERSONNEL AT THE STATE'S REQUEST

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service shall not be counted for a time as agreed to by the parties.

2.064 CONTRACTOR PERSONNEL LOCATION

All staff assigned by Contractor to work on the Contract shall perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel shall, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 CONTRACTOR IDENTIFICATION

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 COOPERATION WITH THIRD PARTIES

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor shall provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and shall not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 CONTRACT MANAGEMENT RESPONSIBILITIES

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services. Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties shall include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the Project Plan is likely to delay the timely achievement of any Contract tasks.

The Contractor shall provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor shall act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.068 CONTRACTOR RETURN OF STATE EQUIPMENT/RESOURCES

The Contractor shall return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.



2.070 Subcontracting by Contractor

2.071 CONTRACTOR FULL RESPONSIBILITY

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State shall consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 STATE CONSENT TO DELEGATION

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Technology, Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State shall agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work shall not be counted for a time agreed upon by the parties.

2.073 SUBCONTRACTOR BOUND TO CONTRACT

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor shall be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State shall not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. A list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract is attached.

2.074 FLOW DOWN

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200** in all of its agreements with any Subcontractors.

2.075 COMPETITIVE SELECTION

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 EQUIPMENT

The State shall provide only the equipment and resources identified in the Statement of Work and other Contract Exhibits.

2.082 FACILITIES

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor shall have reasonable access to, and unless



agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it shall not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 BACKGROUND CHECKS

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results shall be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations shall include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks shall be initiated by the State and shall be reasonably related to the type of work requested.

All Contractor personnel shall also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel shall be expected to agree to the State's security and acceptable use policies before the Contractor personnel shall be accepted as a resource to perform work for the State. It is expected the Contractor shall present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff shall be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 SECURITY BREACH NOTIFICATION

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State shall cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI DATA SECURITY REQUIREMENTS

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.

The Contractor shall contact the Department of Technology, Management and Budget, Financial Services immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, shall be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.

Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor shall continue to treat cardholder data as confidential upon contract termination.

The Contractor shall provide the Department of Technology, Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor shall advise the Department of Technology, Management and Budget, Financial Services of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor shall provide a time line for corrective action.



2.100 Confidentiality

2.101 CONFIDENTIALITY

Contractor and the State each acknowledge that the other possesses and shall continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below), which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 PROTECTION AND DESTRUCTION OF CONFIDENTIAL INFORMATION

The State and Contractor shall each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State shall (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party shall limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 EXCLUSIONS

Notwithstanding the foregoing, the provisions in this Section shall not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section shall not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 NO IMPLIED RIGHTS

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 RESPECTIVE OBLIGATIONS

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.



2.110 Records and Inspections

2.111 INSPECTION OF WORK PERFORMED

The State's authorized representatives shall at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor shall provide all reasonable facilities and assistance for the State's representatives.

2.112 EXAMINATION OF RECORDS

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State shall notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 RETENTION OF RECORDS

Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records shall be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 AUDIT RESOLUTION

If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor shall respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State shall develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 ERRORS

If the audit demonstrates any errors in the documents provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount shall be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor shall pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 WARRANTIES AND REPRESENTATIONS

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.



- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State shall infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.
- (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
- (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Purchasing Operations.

2.122 WARRANTY OF MERCHANTABILITY

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.



2.123 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

2.124 WARRANTY OF TITLE

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.125 EQUIPMENT WARRANTY

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it shall maintain the equipment/system(s) in good operating condition and shall undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operates and performs to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of (1) one year commencing upon the first day following Final Acceptance.

Within 45 business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

2.126 EQUIPMENT TO BE NEW

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.127 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

2.128 CONSEQUENCES FOR BREACH

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.



2.130 Insurance

2.131 LIABILITY INSURANCE

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

- 1. Commercial General Liability with the following minimum coverage:
 \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 \$2,000,000 Products/Completed Operations Aggregate Limit
 \$1,000,000 Personal & Advertising Injury Limit
 \$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.



The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:
 \$100,000 each accident
 \$100,000 each employee by disease
 \$500,000 aggregate disease

2.132 SUBCONTRACTOR INSURANCE COVERAGE

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 CERTIFICATES OF INSURANCE AND OTHER REQUIREMENTS

Contractor must furnish to MDTMB Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies SHALL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Technology, Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 GENERAL INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 CODE INDEMNIFICATION



To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 EMPLOYEE INDEMNIFICATION

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 INDEMNIFICATION PROCEDURES

The procedures set forth below must apply to all indemnity obligations under this Contract.

- (a) After the State receives notice of the action or proceeding involving a claim for which it shall seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the



Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 NOTICE AND RIGHT TO CURE

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State shall provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 TERMINATION FOR CAUSE

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.



2.153 TERMINATION FOR CONVENIENCE

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for convenience must cease on the effective date of the termination.

2.154 TERMINATION FOR NON-APPROPRIATION

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract shall be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section shall not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 TERMINATION FOR CRIMINAL CONVICTION

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 TERMINATION FOR APPROVALS RESCINDED

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State shall pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 RIGHTS AND OBLIGATIONS UPON TERMINATION

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-



Is” basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State’s property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 RESERVATION OF RIGHTS

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 TERMINATION BY CONTRACTOR

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 CONTRACTOR TRANSITION RESPONSIBILITIES

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor shall comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 30 days. These efforts must include, but are not limited to, those listed in **Section 2.150**.

2.172 CONTRACTOR PERSONNEL TRANSITION

The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor’s subcontractors or Contractors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor’s subcontractors or Contractors. Contractor will notify all of Contractor’s subcontractors of procedures to be followed during transition.



2.173 CONTRACTOR INFORMATION TRANSITION

The Contractor shall provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 CONTRACTOR SOFTWARE TRANSITION

The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 TRANSITION PAYMENTS

If the transition results from a termination for any reason, the termination provisions of this Contract must govern reimbursement. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 STATE TRANSITION RESPONSIBILITIES

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, complete any pending post-project reviews and perform any others obligations upon which the State and the Contractor agree.

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 STOP WORK ORDERS

The State may, at any time, by written Stop Work Order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order must be identified as a Stop Work Order and must indicate that it is issued under this **Section**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the Stop Work Order as provided in **Section 2.182**.

2.182 CANCELLATION OR EXPIRATION OF STOP WORK ORDER

The Contractor shall resume work if the State cancels a Stop Work Order or if it expires. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the Stop Work Order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 ALLOWANCE OF CONTRACTOR COSTS

If the Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated for reasons other than material breach, the termination shall be deemed to be a termination for convenience under **Section 2.153**, and the State shall pay reasonable costs resulting from the Stop Work Order in arriving



at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this Section.

2.190 Dispute Resolution

2.191 IN GENERAL

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 INFORMAL DISPUTE RESOLUTION

(a) All disputes between the parties shall be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any dispute after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DTMB, or designee, to resolve the dispute without the need for formal legal proceedings, as follows:

(1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.

(3) The specific format for the discussions shall be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(4) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DTMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section shall not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.

(c) The State shall not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 INJUNCTIVE RELIEF

The only circumstance in which disputes between the State and Contractor shall not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is that the damages to the party resulting from the breach shall be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 CONTINUED PERFORMANCE

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 NONDISCRIMINATION



In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, and marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 UNFAIR LABOR PRACTICES

Under 1980 PA 278, MCL 423.321, et seq., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.204 PREVAILING WAGE

Wages rates and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the Contract. Contractor shall also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the agency responsible for enforcement of the wage rates and fringe benefits. Contractor shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210 Governing Law

2.211 GOVERNING LAW

The Contract shall in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.



2.213 JURISDICTION

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 LIMITATION OF LIABILITY

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The Contractor's liability for damages to the State is limited to two times the value of the Contract or \$500,000 which ever is higher. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

2.230 Disclosure Responsibilities

2.231 DISCLOSURE OF LITIGATION

Contractor shall disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) shall notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor shall disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation shall be deemed to satisfy the requirements of this Section.

If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor shall make the following notifications in writing:
 - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify MDTMB Purchasing Operations.



- (2) Contractor shall also notify MDTMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (3) Contractor shall also notify MDTMB Purchase Operations within 30 days whenever changes to company affiliations occur.

2.232 CALL CENTER DISCLOSURE

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State shall disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

2.233 BANKRUPTCY

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 TIME OF PERFORMANCE

- (a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 SERVICE LEVEL AGREEMENT (SLA)

- (a) SLAs will be completed with the following operational considerations:
 - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
 - (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
 - (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
 - (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:



- (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 - (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different Contractor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

2.243 LIQUIDATED DAMAGES

The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under **Section 2.152**, the State is entitled to collect liquidated damages in the amount of \$5,000.00 and an additional \$100.00 per day for each day Contractor fails to remedy the late or improper completion of the Work.

Unauthorized Removal of any Key Personnel

It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the 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 2.152**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$25,000.00 per individual if the Contractor identifies a replacement approved by the State under **Section 2.060** and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor must pay the amount of \$833.33 per day for each day of the 30 day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide 30 days of shadowing must not exceed \$50,000.00 per individual.

2.244 EXCUSABLE FAILURE

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.



If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables

2.251 DELIVERY OF DELIVERABLES

A list of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable") or a Custom Software Deliverable is attached, if applicable. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities, and, in the case of Custom Software Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications. Before delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

In discharging its obligations under this Section, Contractor shall be at all times (except where the parties agree otherwise in writing) in compliance with Level 3 of the Software Engineering Institute's Capability Maturity Model for Software ("CMM Level 3") or its equivalent.

2.252 CONTRACTOR SYSTEM TESTING

Contractor will be responsible for System Testing each Custom Software Deliverable in Contractor's development environment prior to turning over the Custom Software Deliverable to the State for User Acceptance Testing and approval. Contractor's System Testing shall include the following, at a minimum, plus any other testing required by CMM Level 3 or Contractor's system development methodology:

Contractor will be responsible for performing Unit Testing and incremental Integration Testing of the components of each Custom Software Deliverable.

Contractor's System Testing will also include Integration Testing of each Custom Software Deliverable to ensure proper inter-operation with all prior software Deliverables, interfaces and other components that are intended to inter-operate with such Custom Software Deliverable, and will include Regression Testing, volume and stress testing to ensure that the Custom Software Deliverables are able to meet the State's



projected growth in the number and size of transactions to be processed by the Application and number of users, as such projections are set forth in the applicable Statement of Work.

Contractor's System Testing will also include Business Function Testing and Technical Testing of each Application in a simulated production environment. Business Function Testing will include testing of full work streams that flow through the Application as the Application will be incorporated within the State's computing environment. The State shall participate in and provide support for the Business Function Testing to the extent reasonably requested by Contractor. Within ten (10) days before the commencement of Business Function Testing pursuant to this Section, Contractor shall provide the State for State review and written approval Contractor's test plan for Business Function Testing.

Within five (5) Business Days following the completion of System Testing pursuant to this **Section**, Contractor shall provide to the State a testing matrix establishing that testing for each condition identified in the System Testing plans has been conducted and successfully concluded. To the extent that testing occurs on State premises, the State shall be entitled to observe or otherwise participate in testing under this Section as the State may elect.

2.253 APPROVAL OF DELIVERABLES, IN GENERAL

All Deliverables (Written Deliverables and Custom Software Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which, in the case of Custom Software Deliverables, will include the successful completion of State User Acceptance Testing, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed. If Contractor fails to provide a Deliverable to the State in a timely manner, the State will nevertheless use commercially reasonable efforts to complete its review or testing within the applicable State Review Period.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. If the State determines that the Deliverable is incomplete, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable and the applicable certification by Contractor in accordance with this Section.

The State will approve in writing a Deliverable upon confirming that it conforms to and, in the case of a Custom Software Deliverable, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable that remain outstanding at the time of State approval.

If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep this Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the contract price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses without the need to furnish proof in substantiation of such general expenses; or (iii) terminate this Contract for default, either in whole or in part by notice to Contractor (and without the need to afford Contractor any further opportunity to cure). Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to



make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted pursuant to **Section 2.080**.

2.254 PROCESS FOR APPROVAL OF WRITTEN DELIVERABLES

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Written Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Written Deliverable is approved in the form delivered by Contractor or describing any deficiencies that shall be corrected prior to approval of the Written Deliverable (or at the State's election, subsequent to approval of the Written Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Written Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Written Deliverable to confirm that the identified deficiencies have been corrected.



2.255 PROCESS FOR APPROVAL OF CUSTOM SOFTWARE DELIVERABLES

The State will conduct UAT of each Custom Software Deliverable in accordance with the following procedures to determine whether it meets the criteria for State approval – i.e., whether it conforms to and performs in accordance with its specifications without material deficiencies.

Within thirty (30) days (or such other number of days as the parties may agree to in writing) prior to Contractor's delivery of any Custom Software Deliverable to the State for approval, Contractor shall provide to the State a set of proposed test plans, including test cases, scripts, data and expected outcomes, for the State's use (which the State may supplement in its own discretion) in conducting UAT of the Custom Software Deliverable. Contractor, upon request by the State, shall provide the State with reasonable assistance and support during the UAT process.

For the Custom Software Deliverables listed in an attachment, the State Review Period for conducting UAT will be as indicated in the attachment. For any other Custom Software Deliverables not listed in an attachment, the State Review Period shall be the number of days agreed in writing by the parties (failing which it shall be forty-five (45) days by default). The State Review Period for each Custom Software Deliverable will begin when Contractor has delivered the Custom Software Deliverable to the State accompanied by the certification required by this **Section** and the State's inspection of the Deliverable has confirmed that all components of it have been delivered.

The State's UAT will consist of executing test scripts from the proposed testing submitted by Contractor, but may also include any additional testing deemed appropriate by the State. If the State determines during the UAT that the Custom Software Deliverable contains any deficiencies, the State will notify Contractor of the deficiency by making an entry in an incident reporting system available to both Contractor and the State. Contractor will modify promptly the Custom Software Deliverable to correct the reported deficiencies, conduct appropriate System Testing (including, where applicable, Regression Testing) to confirm the proper correction of the deficiencies and re-deliver the corrected version to the State for re-testing in UAT. Contractor will coordinate the re-delivery of corrected versions of Custom Software Deliverables with the State so as not to disrupt the State's UAT process. The State will promptly re-test the corrected version of the Software Deliverable after receiving it from Contractor.

Within three (3) business days after the end of the State Review Period, the State will give Contractor a written notice indicating the State's approval or rejection of the Custom Software Deliverable according to the criteria and process set out in this **Section**.

2.256 FINAL ACCEPTANCE

"Final Acceptance" shall be considered to occur when the Custom Software Deliverable to be delivered has been approved by the State and has been operating in production without any material deficiency for fourteen (14) consecutive days. If the State elects to defer putting a Custom Software Deliverable into live production for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Project.

2.260 Ownership

2.261 OWNERSHIP OF WORK PRODUCT BY STATE

The State owns all Deliverables, as they are work made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

2.262 RESERVED - VESTING OF RIGHTS

2.263 RIGHTS IN DATA

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the



State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

2.264 OWNERSHIP OF MATERIALS

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.270 State Standards

2.271 EXISTING TECHNOLOGY STANDARDS

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

2.272 ACCEPTABLE USE POLICY

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 SYSTEMS CHANGES

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

2.280 Extended Purchasing

2.281 MIDEAL (MICHIGAN DELIVERY EXTENDED AGREEMENTS LOCALLY

Public Act 431 of 1984 permits MDTMB to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. A current listing of approved program members is available at: www.michigan.gov/buymichiganfirst. Unless otherwise stated, the Contractor must ensure that the non-state agency is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and equipment to these local governmental agencies at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor must send its invoices to, and pay the local unit of government, on a direct and individual basis.

To the extent that authorized local units of government purchase quantities of Services and/or equipment under this Contract, the quantities of Services and/or equipment purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

2.282 STATE EMPLOYEE PURCHASES

The State allows State employees to purchase from this Contract. Unless otherwise stated, it is the responsibility of the Contractor to ensure that the State employee is an authorized purchaser before extending the Contract pricing.



The Contractor will supply Contract Services and Deliverables at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor shall send its invoices to and pay the State employee on a direct and individual basis.

To the extent that authorized State employees purchase quantities of Services or Deliverables under this Contract, the quantities of Services and/or Deliverables purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

2.290 Environmental Provision

2.291 ENVIRONMENTAL PROVISION

Energy Efficiency Purchasing Policy: The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy: The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclables; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials: For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

- (a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State shall advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.
- (b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.
- (c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor shall resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.



- (d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Labeling: Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning: The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance: Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Deliverables

2.301 SOFTWARE

A list of the items of software the State is required to purchase for executing the Contract is attached. The list includes all software required to complete the Contract and make the Deliverables operable; if any additional software is required in order for the Deliverables to meet the requirements of this Contract, such software shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Statement of Work or Contract Change Notice). The attachment also identifies certain items of software to be provided by the State.

2.302 HARDWARE

A list of the items of hardware the State is required to purchase for executing the Contract is attached. The list includes all hardware required to complete the Contract and make the Deliverables operable; if any additional hardware is required in order for the Deliverables to meet the requirements of this Contract, such hardware shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Contract Change Notice). The attachment also identifies certain items of hardware to be provided by the State.

2.310 Software Warranties

2.311 PERFORMANCE WARRANTY

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of (90) ninety days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

2.312 NO SURREPTITIOUS CODE WARRANTY

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.



As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

2.313 CALENDAR WARRANTY

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

2.314 THIRD-PARTY SOFTWARE WARRANTY

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

2.315 PHYSICAL MEDIA WARRANTY

Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than (30) thirty days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

2.320 Software Licensing

2.321 RESERVED

2.322 RESERVED

2.323 RESERVED

2.324 LICENSE RETAINED BY CONTRACTOR

Contractor grants to the State a transferable license to use the Software and related documentation according to the terms and conditions of this Contract. This license may be transferred to any State of Michigan office regardless of its physical location.

The State may copy each item of Software to multiple hard drives or networks unless otherwise agreed by the parties.



The State will make and maintain no more than one archival copy of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The State may also make copies of the Software in the course of routine backups of hard drive(s) for the purpose of recovery of hard drive contents.

In the event that the Contractor shall, for any reason, cease to conduct business, or cease to support the Software, the State shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

2.325 PRE-EXISTING MATERIALS FOR CUSTOM SOFTWARE DELIVERABLES

Neither Contractor nor any of its Subcontractors shall incorporate any preexisting materials (including Standard Software) into Custom Software Deliverables or use any pre-existing materials to produce Custom Software Deliverables if such pre-existing materials will be needed by the State in order to use the Custom Software Deliverables unless (i) such pre-existing materials and their owners are identified to the State in writing and (ii) such pre-existing materials are either readily commercially available products for which Contractor or its Subcontractor, as the case may be, has obtained a license (in form and substance approved by the State) in the name of the State, or are materials that Contractor or its Subcontractor, as the case may be, has the right to license to the State and has licensed to the State on terms and conditions approved by the State prior to using such pre-existing materials to perform the Services.

2.330 Source Code Escrow

2.331 DEFINITION

“Source Code Escrow Package” shall mean:

- (a) A complete copy in machine-readable form of the source code and executable code of the Licensed Software, including any updates or new releases of the product;
- (b) A complete copy of any existing design documentation and user documentation, including any updates or revisions; and/or
- (c) Complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. Such instructions shall include precise identification of all compilers, library packages, and linkers used to generate executable code.

2.332 DELIVERY OF SOURCE CODE INTO ESCROW

Contractor shall deliver a Source Code Escrow Package to the Escrow Agent, pursuant to the Escrow Contract, which shall be entered into on commercially reasonable terms subject to the provisions of this Contract within (30) thirty days of the execution of this Contract.

2.333 DELIVERY OF NEW SOURCE CODE INTO ESCROW

If at anytime during the term of this Contract, the Contractor provides a maintenance release or upgrade version of the Licensed Software, Contractor shall within ten (10) days deposit with the Escrow Agent, in accordance with the Escrow Contract, a Source Code Escrow Package for the maintenance release or upgrade version, and provide the State with notice of the delivery.

2.334 VERIFICATION

The State reserves the right at any time, but not more than once a year, either itself or through a third party contractor, upon thirty (30) days written notice, to seek verification of the Source Code Escrow Package.

2.335 ESCROW FEES

The Contractor will pay all fees and expenses charged by the Escrow Agent.

2.336 RELEASE EVENTS

The Source Code Escrow Package may be released from escrow to the State, temporarily or permanently, upon the occurrence of one or more of the following:

- (a) The Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;



- (b) The Contractor has wound up or liquidated its business voluntarily or otherwise and the State has reason to believe that such events will cause the Contractor to fail to meet its warranties and maintenance obligations in the foreseeable future;
- (c) The Contractor voluntarily or otherwise discontinues support of the provided products or fails to support the products in accordance with its maintenance obligations and warranties.

2.337 RELEASE EVENT PROCEDURES

If the State desires to obtain the Source Code Escrow Package from the Escrow Agent upon the occurrence of an Event in this **Section**, then:

- (a) The State shall comply with all procedures in the Escrow Contract;
- (b) The State shall maintain all materials and information comprising the Source Code Escrow Package in confidence in accordance with this Contract;
- (c) If the release is a temporary one, then the State shall promptly return all released materials to Contractor when the circumstances leading to the release are no longer in effect.

2.338 LICENSE

Upon release from the Escrow Agent pursuant to an event described in this **Section**, the Contractor automatically grants the State a non-exclusive, irrevocable license to use, reproduce, modify, maintain, support, update, have made, and create Derivative Works. Further, the State shall have the right to use the Source Code Escrow Package in order to maintain and support the Licensed Software so that it can be used by the State as set forth in this Contract.

2.339 RESERVED - DERIVATIVE WORKS



Glossary

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
DTMB	Michigan Department of Technology, Management and Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
Deleted – Not Applicable	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.
Reuse	Using a product or component of municipal solid waste in its original form more than once.
RFP	Request for Proposal designed to solicit proposals for services
Services	Any function performed for the benefit of the State.
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or



	contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



Exhibit 1 - Office of Enterprise Security Document

STATE OF MICHIGAN



Security Standards

The Office of Enterprise Security mission is to ensure that the appropriate level of security is implemented and maintained in order to protect the integrity of the State of Michigan government computing resources and information. Through security awareness, education, incident response, and the enforcement of State policies and procedures, we instill and maintain the confidence and trust of State of Michigan staff and customers. As part of this project the OES office will be an integral part of the review committee and will take pro-active steps to ensure the solution is secure for the SOM and it's users.

The best practices would include:

- Microsoft's Guidelines for developing secure applications
- NIST 800 series guidelines located at <http://csrc.nist.gov/publications/nistpubs/> especially 800-64, -53
- Michigan State Standards
- COBIT Audit Standards

Security Architecture

In order to protect SOM assets to the fullest extent possible, multi-layered and highly extensible security architecture has been designed. This architecture seeks to utilize the absolute "best of breed" security products, devices and tools, combined with careful planning and policy-making, across the entire State of Michigan enterprise. In addition to utilizing the best products and tools for each situation, an overall design/implementation strategy has been developed to further enhance the security of State of Michigan data and resources. By utilizing risk analysis, security policy creation, applications and data sources can be protected based upon sensitivity levels assigned to them. According to this methodology, each data source or application to be made available in the e-Government initiative is to be evaluated based upon its sensitivity, attractiveness to intruders, and dependencies. Based upon this evaluation, the data source can be given a security rating that corresponds to a predefined level of protection that must be provided for that class of information. These different "levels" of protection will be constructed with the information at stake in mind, they will be composed of different combinations of security devices, tools and configurations designed to guard the data source from theft or attack in the most up to date and effective manner possible at all times.

Contractor will be required upon Contract award to develop a security threat matrix that includes a complete security plan with disaster recovery, business continuity plan, change management, and identify all controls for Confidentiality, Integrity, and Availability.



EXHIBIT 1
Enterprise Security POLICY 1350.00

POLICY 1350.00

Issued Date: August 8, 2001

Effective Date: August 20, 2001

Executive Branch departments, boards, commissions or agencies and sub-units shall comply with the standards and guidelines set forth under this Enterprise Security Policy. These standards cover all aspects of security for platforms, networks, and

physical access to information technology support facilities. Practical business risk methodologies will guide technical security infrastructure decisions and determine the degree to which a risk should be mitigated or accepted. Departments will be required

to report their current status in areas where compliance with the State standard is essential to the well being of State information technology resources. To further strengthen the protection of information technology assets, the State will assess events occurring within the State's information technology environment and take actions deemed appropriate to protect the integrity of the Enterprise. The goal of an enterprise security framework of standards established under this policy is to ensure:

- Individual Confidentiality and Privacy – ensure information classified as protected by law or having the potential of being personal identifying information is processed in ways to prevent unauthorized access to the extent permitted by current technology.
- System Integrity – information is protected from tampering and unauthorized modification while in route and residing within the State's controlled infrastructure.
- Application Availability – authorized users of information technology resources can access appropriate resources in a timely manner. Procedures and standards resulting from this Enterprise Security Policy will address and support the security functions of:
 - Authentication – certainty of source.
 - Authorization – granting of rights and privileges.
 - Administration – security management.
 - Auditing – enforcement and reporting.

The standards described in this section are the minimum level of protection that will be implemented across the Enterprise. State Departments desiring to implement more stringent procedures for their information technology environments may do so with the approval of Enterprise Security.

Contractor & Contractor Payees must follow Statement on Auditing Standards (SAS) No. 70, auditing standard.

SAS No. 70 is the authoritative guidance that allows service organizations to disclose their control activities and processes to their customers and their customers' auditors in a uniform reporting format. A SAS 70 examination signifies that a service organization has had its control objectives and control activities examined by an independent accounting and auditing firm. A formal report including the auditor's opinion ("Service Auditor's Report") is issued to the service organization at the conclusion of a SAS 70 examination.

Contractor & Contractor Payees must use ISO 17799 as a baseline or framework for the information security function, to assist in identifying the controls that have been placed into operation.

ISO 17799 is intended to provide a single reference point for the wide range of controls needed for most situations where information technology is used in industry, commerce, and communication. This detailed security standard is divided into 10 key sections:

i. Information Security	ii. Computer and Network
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Policy	Management
2. Security Organization	7. System Access Control
iii. Asset Classification and Control	iv. Systems Development and Maintenance
4. Personnel Security	v. Business Continuity Planning
5. Physical and Environmental Security	10. Compliance

A COBIT (or equivalent) process of controlled migration of the configuration, through development, test and production environments while maintaining separation of duties is preferred. A process which may be perpetuated by the technical administration staff after the system has been delivered is preferred. At no time shall developers have administrative access to test or production environments.

Risk Management

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project.

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.

A risk management plan format shall be submitted to the State for approval within twenty (30) business days after the effective date of the contract resulting from the upcoming RFP. The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the State’s PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon.

The Contractor shall provide the tool to track risks. The Contractor will work with the State and allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The State will assume the same responsibility for risks assigned to them.

Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State’s Acceptable Use Policy, see <http://www.michigan.gov/ditservice/0,1607,7-179-25781-73760--,00.html>. All Contractor employees must be required, in writing, to agree to the State’s Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor’s access to the State system if a violation occurs.

Background Checks

The Contractor shall authorize the investigation of its personnel proposed to have access to State facilities and systems on a case by case basis. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. Such investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State’s security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/ditservice/0,1607,7-179-25781-73760--,00.html>. Furthermore, Contractor personnel will be expected to agree to the State’s security and acceptable



use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

Protection of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access in order to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) such disclosure is necessary or otherwise naturally occurs in connection with work that is within such Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect such Confidential Information from unauthorized use or disclosure.

Security Breach Notification

In the event of a breach of this Section, Contractor shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor shall report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within ten (10) days of becoming aware of such use or disclosure or such shorter time period as is reasonable under the circumstances.

Rights in Data

(a) The State will be and remain the owner of all data made available by the State to Contractor or its agents, Subcontractors or representatives pursuant to the Contract. Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of Contractor, nor will any employee of Contractor other than those on a strictly need to know basis have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, Contractor shall only use personally identifiable information as strictly necessary to provide the Services and shall disclose such information only to its employees who have a strict need to know such information. Contractor shall comply at all times with all laws and regulations applicable to such personally identifiable information.

- vi. The State is and shall remain the owner of all State-specific data pursuant to the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State shall only use personally identifiable information as strictly necessary to utilize the Services and shall disclose such information only to its employees who have a strict need to know such information, except as provided by law. The State shall comply at all times with all laws and regulations applicable to such personally identifiable information. Other material developed and provided to the State shall remain the State's sole and exclusive property.

Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor



personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or manmade disaster.

Contractor Hosted Option provide a detailed description of the following;

- ◇ A complete description of the proposed web-hosting center/data center, including geographic location(s) and all relevant environmental factors such as power, HVAC, floor space, proposed layout, user accessibility, network configuration and level of redundancy and security.
- ◇ A description of the Contractor's experience with hosting sites similar to that which is being acquired through this procurement.
- ◇ References of current customers with hosting requirements similar to those of the State.
- ◇ A description of the service offerings provided by the Contractor at the web hosting facility. This should include: the use of dedicated and/or shared servers, platforms supported, available software offerings, available storage space, information pertaining to monthly data transmission allowances (if applicable), reliability and performance boosting efforts (e.g., caching, mirroring, and load balancing), and the range of services available (including application management, system integration, benchmarking, high-availability configurations, and disaster recovery).
- ◇ Describe in detail the nature of the Contractor's underlying transport network (or networks) to be employed in enabling the solution. Such a description should include size of network, transport protocol employed, security scheme for the network, general network topology (including internet connectivity), etc.
- ◇ Description of support that is available for SSL security, database connections.
- ◇ Details about the hours of operation at the Contractor's outsourcing locations.
- ◇ Staffing numbers and expertise per location, strategy for new staff hiring, and staff retention programs.
- ◇ Contractors should discuss their approach for addressing security relative to network layer controls, platform controls and application controls. The discussion should also cover the Contractor's support for advanced security technologies such as managed firewalls, encryption, authentication, intrusion detection, site scanning, server hardening, and the performance of security audits/penetration tests. Contractors should also describe their documented policies and procedures for dealing with security issues on an on-going basis. A description of the advanced security options used at the facility such as managed firewalls, encryption, authentication, intrusion detection, and site scanning.
- ◇ Contractors should provide information regarding disaster recovery strategies, prototyping and pilot testing, performance monitoring and problem resolution, knowledge transfer to State employees and exit strategies.
- ◇ Contractors should provide information regarding their recommendation of a development and testing environment.
- ◇ Describe in detail how you will manage the source code.
- ◇ Describe in detail how your solution aligns with DTMB Standards.
- ◇ Contractor to provide load testing services to validate architecture, based on State requirements.
- ◇ Contractor to provide Specific test plan needs.
- ◇ Contractor to describe back up schedules for all system components.
- ◇ Contractor to describe how software updates will be handled for all components.
- ◇ Contractor to describe how system monitoring and maintenance will be handled.
- ◇ Contractor to describe how the change control process will be managed.
- ◇ Contractor to describe how they can provide an archived back-up of data for up to 7 years.
- Contractors proposing a subcontracted or partially subcontracted hosting option are asked to provide samples of SLAs used with current customers. Identifying information related to the customer may be blocked from the samples to ensure confidentiality .

IntelliGrants™ License Agreement

Attachment 1 – IntelliGrants™ License and Service Level Agreement

This Agreement, effective as of April 1, 2010, is made by and between Agate Software, Inc. ("Licensor"), a Michigan corporation, located at 2214 University Park Dr., Suite 102, Okemos, Michigan 48864 and the State of Michigan ("Licensee").

NOW THEREFORE, in consideration of the mutual promises set forth below, Licensor and Licensee agree as follows:

1. License Grant

a. Grant. (1) Licensor grants to Licensee, on the terms and conditions of this Agreement, a non-exclusive license for use, solely by the State of Michigan of the Licensor software and user documentation (collectively "Products"). The Products are licensed, not sold. The license is not transferable except as provided herein. Licensor reserves all other rights not expressly granted in this Agreement.

(2) Further, Licensor grants to Licensee, on the terms and conditions of this Agreement, a non-exclusive, non-transferable license to use and further modify, revise and enhance the custom modifications made under this Agreement including but not limited to the executable modules, reports, source code files and any other related components of the custom modifications made under this Agreement.

b. Scope of License. The Products will be provided by Licensor as web applications, which will include a collection of files for installation on a web server and one database per application for installation on a database server. Licensee may not make any copies unless Licensee has paid the applicable fees. Products for which Third Party Software Requirements are specified in Appendix A are limited to use with those Third Party Software Requirements, and Licensee is responsible for obtaining any required licenses. If Products are to be used outside of the United States, Licensee must comply with the Export Restrictions set forth in Section 12.

c. Assignment. Licensee may assign its rights under this Agreement to any other legal entity provided such assignment is pursuant to the sale of all or the majority of Licensee's assets, or pursuant to a merger, consolidation, or other reorganization. Licensee shall provide Licensor with written notice of such intended

assignment no later than sixty (60) days prior to the intended date of assignment. Any permitted assignee must agree in writing to be bound by the terms and conditions of the Agreement as a licensee and must forward that writing to Licensor, as a condition of a valid assignment. In no event may Licensee assign or transfer any of its rights under this Agreement to any direct competitor of Licensor, or to any other third party except as permitted in this section. Any unauthorized assignment, sublicense, or other transfer by Licensee of this Agreement or the Products shall be void and shall be a material breach of this Agreement.

- d. Internal Use. Licensee may use the Products only to process Licensee's own data and only for Licensee's internal operations. Licensee may not use the Products to offer timesharing or other computer based services to third parties, and may not sublicense, assign or otherwise permit use of the Products by third parties other than as permitted in this Agreement.

2. Term and Termination

The license term starts on the Effective Date of this Agreement and continues for a perpetual term unless terminated earlier in accordance with this Section. Licensor may terminate Licensee's license only in the event of a material breach by Licensee of this Agreement or the State of Michigan Contract between the parties to which this Agreement is an attachment that is not cured within thirty (30) days after the giving of notice by Licensor. However, only one (1) day notice will be required in the event of infringement of Licensor's proprietary rights. Upon termination for any reason, Licensee agrees to stop all use of the Products, destroy all copies and certify their destruction to Licensor.

3. Pricing and Payment

For each Annual Support renewal period and for any other services provided hereunder, Licensee shall pay as invoiced at then-current prices, terms and conditions.

4. Support

- a. Support Services. Annual Support includes telephone and e-mail support for questions on the operation of the Products, as well as minor upgrades and patches for the Products. On-site support at any time during the term of this Agreement is subject to Licensor's then-current prices, terms, and conditions. All support is provided on a reasonable efforts basis only, and Licensee acknowledges that Licensor may not be able to resolve every support request. Support services can only be provided if the Product is in use with such Third Party Software Requirements as are specified in Appendix A. Any software patches, documentation, or other items provided as a part of the support services are solely owned by Licensor and will automatically be licensed to Licensee under this Agreement. Licensor will consult with the Licensee about any possible

incompatibilities between the minor upgrades and patches and the customizations of the product and receive written approval from the Licensee BEFORE such patches and minor upgrades are applied. Licensor shall have the right to charge additional reasonable fees if Licensor spends time investigating or fixing a problem for Licensee that is not caused by a current standard release of a Product licensed to Licensee.

b. Annual Support Renewal Periods. Per section 5a below, the enterprise software license will be provided at no charge to the State.

5. Installation, Customization, Data Conversion, and Training Services, and Work Products

a. Any work products produced for Licensee as part of Installation, Customization, Data Conversion or Training Services will become Products licensed under this Agreement and are solely owned by Licensor. Licensor will provide Licensee with permanent (perpetual, irrevocable) enterprise software license at no charge under the terms and conditions of this Agreement in order to maintain ownership of work products.

b. Unless the parties enter into a separate written agreement with respect to Installation, Customization, Data Conversion and Training Services, those services will be performed under the terms and conditions of this Agreement.

i) Installation. In order for Licensor to install the Products, Licensee will let Licensor use Licensee's system and equipment necessary for installation and testing. Licensee will provide such Third Party Software as is specified in Appendix A.

ii) Customization. All customizations are documented in Appendix D.

iii) Data Conversion. Licensee is solely responsible for conversion of its data into the database format required by the Products; however if data conversion services are included in Appendix D, Licensor will provide services for conversion of Licensee's data from any reasonable form to the database format required by the Products.

iv) Training. Training will be provided on-site at Licensee's facility using Licensee's equipment. Training can be customized upon request of Licensee to meet Licensee requirements.

6. Limited Warranty and Remedy

Licensor warrants that it has the right to grant Licensee this license. Licensor further warrants that the first release of each Product installed by Licensor for Licensee will for one year after the date of installation by Licensor perform

substantially in accordance with Licensor's then current user documentation. Any unauthorized modifications made to Products by or on behalf of Licensee, or use other than with such Third Party Software Requirements as are specified in Appendix A., invalidates this warranty. Licensor makes no warranty and assumes no responsibility for any third party software licensed to or hardware acquired by Licensee or for any modifications, revisions or enhancements of the Products made by or on behalf of Licensee. Licensor does not warrant that the operation of the Products will be uninterrupted or error-free, or that all errors discovered in the Products can or will be corrected.

LICENSOR'S SOLE OBLIGATION AND LICENSEE'S EXCLUSIVE REMEDY FOR ANY WARRANTY FAILURE UNDER THIS AGREEMENT IS, AT LICENSOR'S OPTION, THE CORRECTION OR REPLACEMENT OF THE NONCONFORMING PRODUCTS OR ALTERNATIVELY, REFUND OF THE INITIAL LICENSE FEE AS STATED ON APPENDIX C.

7. Warranty Disclaimer

THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE EXCLUSIVE. THEY ARE IN LIEU OF AND LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

8. Patents and Copyrights

Licensor will defend with the approval of the Attorney General's Office, and indemnify Licensee, at Licensor's expense, against any claim or suit against Licensee based on an alleged violation of a United States patent or copyright that arises out of Licensee's use of the Products as installed by Licensor and in accordance with this Agreement, and Licensor will pay all costs, settlements, or judgment finally awarded, provided (i) Licensee gives Licensor prompt written notice of any claim; (ii) Licensor has the right to control the defense of the litigation; and (iii) Licensee takes such actions as Licensor may reasonably request at Licensor's expense. If a judgment is obtained against Licensee's use of any part of the Products, or if Licensor believes that there is a likelihood of a claim of infringement, Licensor shall, at Licensor's option and expense: (i) modify or substitute the affected Products (but provide Licensee with substantially the same functionality); (ii) obtain the rights to continue use; or (iii) terminate the license and take back the affected Products. In the event of such termination, Licensor will refund the license fees paid for the affected Products, less a reasonable charge for use to the date of termination. In the event the claim or liability could be avoided by the use of a current release, Licensor will provide Licensee with a copy of the current

release at no extra charge. Licensor will have no obligation to defend and indemnify Licensee to the extent any claim or liability is based upon: (i) Licensee's continued use of a non-current release of Products, if Licensee has received notice of a claim and a current release has been supplied to Licensee; (ii) modifications, revisions or enhancements to the Products made by or on behalf of Licensee; (iii) work performed to Licensee's specifications; or (iv) use of software not supplied by Licensor but used in combination with the Products. The terms of this Paragraph do not apply to intellectual property licensed or otherwise provided by Licensee to Licensor in order for the purposes of this Agreement to be accomplished. **THIS PARAGRAPH STATES LICENSOR'S ENTIRE LIABILITY FOR PATENT AND COPYRIGHT INFRINGEMENT.**

9. Limitation of Liability

a. **Limitation.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 8, "PATENTS AND COPYRIGHTS," LICENSOR SHALL HAVE NO LIABILITY FOR THIRD PARTY CLAIMS, AND LICENSOR'S LIABILITY AND THAT OF ITS AGENTS, REPRESENTATIVES AND EMPLOYEES TO LICENSEE FOR DAMAGES WITH RESPECT TO THIS AGREEMENT, PRODUCTS, OR OTHER ITEMS OR SERVICES SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEES PAID UNDER THIS AGREEMENT. IN NO EVENT SHALL LICENSOR HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST DATA, REVENUES, OR PROFITS, EVEN IF IT HAS BEEN ADVISED ABOUT THE POSSIBILITY OF THE SAME. THE LIMITATIONS AND EXCLUSIONS IN THIS PARAGRAPH SHALL APPLY TO ALL CLAIMS OF EVERY NATURE, WHETHER ARISING FROM CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE. DAMAGES AS LIMITED BY THIS PARAGRAPH IS LICENSEE'S SOLE AND EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT ANY OTHER REMEDY PROVIDED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

b. **Force Majeure.** Licensor will not be responsible for any delay or failure in performance caused by acts of God, any government or any other cause beyond Licensor's reasonable control.

c. **Licensee Responsibility.** Licensee is solely responsible for selecting and using Products and services to meet Licensee's needs and for establishing reasonable backups, accuracy checks, and security precautions to guard against possible malfunctions, loss of data, or unauthorized access. Licensee shall not modify, revise or enhance the Products other than as provided herein, or permit modification, revision or enhancement by third parties.

10. Ownership and Confidentiality

Licensor reserves all rights with respect to the Products under all applicable laws and treaties for the protection of intellectual property, and retains sole ownership of all right, title and interest, including but not limited to patent, copyright, trademark and trade secret rights in the Products, including work products that are the result of Installation, Training, Customization and Data Conversion Services. Licensee agrees that the Products constitute valuable confidential and proprietary products and trade secrets of Licensor. Licensee retains sole ownership of all of its data input into the Products. Likewise Licensee retains sole ownership of any of its copyrighted works provided to Licensor and hereby grants permission to Licensor to create such derivative works as are necessary in order for the purposes of this Agreement to be accomplished. Licensee agrees to take reasonable security precautions to prevent disclosure of Products to third parties and to protect and maintain confidentiality of the Products. Licensor will have the same confidentiality obligations for any specific confidential information Licensee supplies to Licensor, provided Licensee indicates in writing that the information is confidential at the time of disclosure.

Licensee agrees that it shall maintain the copyright and other proprietary rights notices that appear on and in the Products, and that it shall not make any copies or any use of the Products except as expressly set forth in this Agreement; cause or permit unauthorized access, use, copying, reproduction, disclosure, transfer, delivery or distribution by any means of all or any part of any Product; attempt to disassemble, reverse engineer, decompile, translate, modify, or discover the source code of any Product; separate components for use on more than one CPU; or merge all or any part of any Product with another program.

The parties agree that in the event of breach by Licensee of the provisions of this section, in addition to any other remedy the Licensor shall be entitled to seek a temporary restraining order or preliminary injunction from a court of competent jurisdiction to prevent Licensee from engaging in any further unauthorized use or disclosure of the Products.

Licensee may copy the Software in machine readable form for backup and archival purposes only as necessary to support Licensee's internal use of the Software with the Equipment on which use is licensed.

11. General

All Forms and Appendices are incorporated into and made a part of this Agreement by this reference. This Agreement shall be governed by and construed under the laws of the State of Michigan, exclusive of its choice of law rules. Licensee agrees to sole jurisdiction and venue in any Federal or state court in the State of Michigan. This Agreement, including its Forms and Appendices, contains the full understanding of the parties and supersedes all

other proposals, understandings, samples, models, agreements, warranties, representations, or conditions, written or oral, regarding its subject matter. This Agreement may be amended, modified or waived only in writing signed by the authorized representatives of both parties. Sections 6 through 12 shall survive termination of this Agreement.

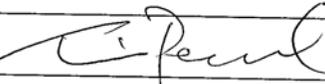
Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. All notices shall be by personal delivery, by U.S. mail postage prepaid, by Federal Express or similar national delivery service, or by facsimile. Notices to Licensee shall be sent to Licensee's billing address. Notices to Licensor shall be sent to Licensor at the address first given in this Agreement. No waiver of any provision of this Agreement will be deemed a waiver of any other provision or of any subsequent breach or default of the same provision of this Agreement. If any provision of this Agreement is declared by a Court of competent jurisdiction to be invalid, illegal or unenforceable, then that provision shall be severed from the Agreement and the remaining provisions shall remain in full force and effect.

12. Export Restrictions

Products are subject to U.S. export control laws, including the U.S. Export Administration Act and Regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply fully with all export and import control laws and regulations of the United States and any other applicable country, including end-user, end-use and country destination restrictions.

THE ABOVE TERMS AND CONDITIONS ARE AGREED TO AND ACCEPTED by the parties each through its duly authorized representative.

(Please sign and return two copies. This agreement, any amendments and all future orders are subject to written acceptance at Licensor Headquarters in the State of Michigan.)

LICENSEE:	LICENSOR:
State of Michigan	Agate Software, Inc.
By:	By: 
Name:	Name: Tim Pearl
Title:	Title: President
Dated:	Dated: 6-28-10

APPENDIX A

Third-Party Software Requirements

Licensee shall acquire licenses for its use of the following third-party software. Licensee's entire rights and obligations with regard to the third-party software are subject exclusively to the terms and conditions of those licenses:

Third-party software includes but is not limited to the following:

- Microsoft SQL Server 2005 or 2008
- Microsoft .Net Framework 3.5 SP1
- Microsoft Chart
- Crystal Reports Version 10.5 or higher

Appendix B

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Appendix C – IntelliGrants Order Form

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Appendix D – Customizations

Mutually agreed upon customizations and data conversion services are documented in MEGS NET Gap Analysis 20100118.

Addendum A to IntelliGrants™ License Agreement
with effective date April 1, 2010

The terms and conditions in the State of Michigan Contact No. 071B1001472 shall take precedence over any conflicting contract language contained in the IntelliGrants™ License Agreement to which this Addendum is attached.

THE ABOVE TERMS AND CONDITIONS ARE AGREED TO AND ACCEPTED by the parties each through its duly authorized representative.

LICENSEE:	LICENSOR:
State of Michigan	Agate Software, Inc.
By: <i>Steve Motz</i>	By: <i>Tim Pearl</i>
Name: STEVE MOTZ	Name: Tim Pearl
Title: DTMB BUYER	Title: President
Dated: 7/6/2010	Dated: 6-28-10

SERVICE LEVEL AGREEMENT

Purpose and Objectives

This Agreement is made wherein Agate Software, Inc. (Firm) agrees to provide <CLIENT NAME> (Client) a Service and Support Level Agreement (SLA) to support the Client's implementation and ongoing utilization of the Firm's IntelliGrants system, a Commercial Off The Shelf (COTS) grants management solution. The purpose of the SLA is to identify current and projected level and qualifications of support staff, and software components including systems support service levels with the responsibilities and response times between the Firm and the Client for change management, problem identification and resolution, break/fix, back-up/recovery, help-desk, system enhancements, development, system configuration. These are defined in detail throughout this document.

This Service and Support Level Specification Agreement will remain valid as long as the Terms and Conditions of the IntelliGrants™ License Agreement are valid. The services and support outlined in the Service & Support Level Specification Agreement are considered terminated with the termination of the IntelliGrants™ License Agreement.

Definitions

IntelliGrants means Agate Software, Inc.'s proprietary COTS grant management software.

COTS means Commercial Off The Shelf

Key personnel means any person employed by the Firm who has a key role in the delivery of the services to the Client

Change Management means the agreed process to be followed when software or hardware changes are required to IntelliGrants

Defective or inadequate performance means the delivery of services where the performance levels do not meet an agreed minimum criteria

Hardware means any and all hardware operated or installed by the Firm to implement the system for the benefit of the Client

Help Desk services mean the specified support services provided to the Client to facilitate understanding in operating and executing the delivered Services

Push means updating changes to data made in the development environment to demonstration environment or updating data changes after testing is completed from demonstration to production environments

Problem escalation means the agreed procedure for alerting and notifying increasingly senior members of the Firm to resolve problems

Problem management means the agreed procedures for providing support and problem resolution services to the Client

Service availability means the times and periods that the Firm will make their services available to the Client

Service review meetings mean regular meetings that are held between representatives of the Firm and the Client specifically to discuss issues arising from the delivery of the Services including the performance of the Service delivery

Software problem means an unexpected system outcome resulting from an action within the product and the expected result documented in project documentations, system documents and/or user manuals

Software change request means new system design to support business requirements not currently supported by system functionality

Standard services mean those Services that the Firm delivers to its Clients

System means Agate Software's IntelliGrants™ online grant management system

SCOPE OF WORK

Standard Services

Standard services to be delivered under this Agreement are set forth in SCHEDULE A – STANDARD SERVICES.

Service Availability

The availability and response times of the services to be delivered are set forth in SCHEDULE B – SERVICE AVAILABILITY.

Changes to Services

Change control procedures are set forth in SCHEDULE C – CHANGE MANAGEMENT

PERFORMANCE, TRACKING AND REPORTING

Key Personnel Changes

The Firm will notify the Client at least three (3) business days in advance of changes to any key Firm personnel that could potentially affect the delivery of services to the Client.

Service Levels and Performance

The methodology to be used to monitor service delivery is set forth in SCHEDULE D – SERVICE LEVELS AND PERFORMANCE STANDARDS

Service Review Meetings

Service review meetings to discuss such items as service performance levels, system issues, proposed design changes and administrative issues will be held on an as-needed-basis with the Firm and the Client, but no less frequently than monthly when there are open work orders; otherwise at least quarterly.

PROBLEM MANAGEMENT

Annual Support and Help Desk Services

Support and Help Desk services are set forth in SCHEDULE E – ANNUAL SUPPORT & HELP DESK SERVICES

Problem Escalation

To ensure timely problem resolution, a problem escalation procedure is set forth in SCHEDULE F – PROBLEM ESCALATION

CLIENT DUTIES AND RESPONSIBILITIES

Client Personnel, Facilities and Resources

The Client will ensure that the Firm has timely access to appropriate the Client personnel and will arrange for the Firm's personnel to have suitable and safe access to the Client's facilities and systems (as needed), including suitable on-site office space and associated resources. Management of off-site hardware and software will be the responsibility of the Firm. Additional responsibilities of both parties are included in the schedules, which are part of this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this

Agreement on this date, the _____ day of _____, 2010.

Agate Software, Inc.

By: _____

Tim Pearl, President

<Client Name>

By: _____

[Client Signatory Name, Title]

SCHEDULES

- Schedule A** Standard Services
- Schedule B** Service Availability
- Schedule C** Change Management
- Schedule D** Service Level and Performance Standards

Schedule E Annual Support & Help Desk Services

Schedule F Problem Escalation

Schedule G Change Request Form

SCHEDULE A – STANDARD SERVICES

Schedule A provides a detailed list of the standard services that are available under the terms of this Agreement. The client responsibilities are also identified to achieve these services.

The Client owns and shall maintain exclusive control over all of its data stored in the IntelliGrants Solution. The Firm has no rights to the Client data, but may gain access as needed to meet the needs of the Service and by complying with established Open Record Request procedures directed to the Client Public Information Officer.

Standard Services

- The Firm shall provide technical and operational support for the following processes:
 - Annual Support
 - Telephone and email support on the operation of IntelliGrants
 - Minor product upgrades
 - IntelliGrants bug fixes
 - Third party patches as appropriate
 - Change requests per the Change Management procedure
- The Firm shall maintain and manage a Help Desk to support the user population at the Client and its designated contractors. Hours of operation are defined in Schedule B.
- The Firm shall provide the necessary staff and expertise to operate and upgrade the system hardware and software
- The Firm will maintain core development of application fixes and enhancements to the software
- It is the responsibility of the Client to provide specifications for software problems and other requests to the Firm that includes the appropriate level of information to communicate all system functional requirements
- The Firm's staff will provide support, based on mutually agreed upon timeline scope and budget, to aid the Client in performing business requirements analysis and assisting in the specifications documentation of requested design changes or development

Upon the Client's approval and the Firm's approval, the Firm will develop and test software problem fix/changes made to the system

- The Firm will be responsible for maintaining all system components including product upgrades, but will gain the Client's approval for the timing prior to system upgrades
- The Firm will manage, acquire and administer all third party licenses and maintenance agreements related to the system and Firm-related hardware
- The Firm will maintain hardware and network infrastructure required to provide the service, prevent and respond to service interruptions
- The Firm will maintain the current level of hardware infrastructure and backup equipment to minimize downtime to the Client and will continue to provide for such redundancy in the future when making upgrades to the system
- The Firm will jointly discuss with the Client any new database or hardware requirements identified by the Firm or any party requesting such on behalf of the Client. If a change is mutually accepted, implementation of new requirements will be jointly planned and implemented.
- Unless otherwise agreed between both parties, training is the responsibility of the Client
- The Client will provide access to necessary resources and information in a timely manner to support the Firm in completing the above goals

Key Personnel and Contact Information

Agate Help Desk
1-800-820-1890
helpdesk@agatesoftware.com

Single Point of Contact
Mark Epolito
Account Manager
mepolito@agatesoftware.com
517-336-2511

SCHEDULE B – SERVICE AVAILABILITY

Schedule B provides a list of the times and periods when the services will be available to the Client under the terms of this Agreement.

Access to the system should be available at all times except when essential maintenance to hardware or software is required. If it becomes necessary to interrupt service during prime business hours, prior notification to and approval from the Client is required unless the situation

is critical in nature and could cause more damage if not handled immediately. As much as possible, interruptions will be scheduled to minimize any impact on users.

Help Desk Availability

Help desk support is available (8:00 am - 8:00 pm EST, Mon. – Fri.) and can be contacted by e-mail or a toll-free number.

Scheduled System Downtime

- Scheduled downtime will be conducted outside prime business hours. Prime business hours are defined as 8 am – 5 pm EST.
- While not a norm, downtime outside the scheduled windows may be necessary. In these instances, the Firm will communicate such cases within a five (5) day advance communication to the Client Management, unless the maintenance is deemed critical to system stability. All mutually agreed upon down time shall occur to minimize disruption to the Client's operations.
- If the Client requires system availability during regularly scheduled maintenance windows, advance written notice from the Client is required within five (5) business days. The Firm will strive to fulfil these requests to the best of its abilities to facilitate continued business processing.
- In cases where personnel support is required during non-prime business hours, the Firm will provide support required under these situations. Unless business critical, The Client is responsible for providing the Firm adequate advance notice, i.e. a minimum of five (5) days prior notice to such event, to ensure that the Firm may properly plan and schedule staffing requirements. Note that if a critical issue continues outside normal business hours, appropriate the Firm's support staff shall continue uninterrupted until the issue is resolved.

Service Level and Performance Standards

The Performance Standards, definitions and response times are outlined in Schedule D – Service Level and Performance Standards.

Back-Up Procedures

- Backup database procedures are performed on a nightly and weekly basis.
 - An automatic, full back-up on a nightly basis (typically 2:00 AM EST)
 - Daily incremental digital backups will be retained for at least 30 days
 - Weekly full back-up of the entire server environment

System Restoration

In the case of a major emergency or a disaster resulting in the loss of the data, the Web application or both, a system restoration will be required. The Firm will take the following steps to restore the system:

- Active PDF Installation
- IIS Setup
- Microsoft SQL Server 2005 installation and configuration
- IntelliGrants database installation
- IntelliGrants web files installation

SCHEDULE C – CHANGE MANAGEMENT

Schedule C provides information on the change management procedures to be followed for client requested system changes to the System.

Software Design Change Requests

- All change requests will be submitted to the Firm's project manager, preferably on the Change Request Form. A copy of the Firm's Change Request form is located in SCHEDULE G.
- The Firm's project manager will coordinate all activity related to a change request
- All change requests will go through an impact analysis
- The Client must approve changes involving additional cost and the project's timeline
- The Firm's project manager may approve changes having little or no impact to the project. The Firm's project manager will notify the Client of these approvals. The Firm's project manager will assess when the project can no longer absorb low impact requests at which point these requests will be forwarded to the Client for consideration.
- Project team members will not unilaterally commit to changes or incorporate changes into project deliverables
- The Client will not commit to any change to project deliverables before the impact of the change is quantified
- End users cannot approve change requests
- New change requests and change request status will be included in the Service Review meetings

Software Development Problems

- The Client will provide the Firm ample information when reporting an issue. Examples of relevant data include the date and time the problem occurred, a detailed description of the issue in terms of impact on business processing, the process that was being performed in the system when the error occurred, system error message received and the user ID operating the system. If available a screen shot should be captured to help diagnose the issue.
- Software problems will be assigned a priority and resolved within the timeframe outlined in Schedule D of this Agreement.

- Once the Firm develops and internally tests the fix to a software problem, the Firm will push the fix to the demo environment.
- The Client has two days to verify that the fix is operating as properly, upon written authorization by the Client, the Firm will push the fix to the Production environment in the next scheduled push.
- If continued issues are found with a particular fix, the Firm will correct and re-test before the data is pushed back to the demo environment.
- If a design change or fix is rejected by the Client, the application code will be removed from the demo and development environments and will not be pushed to the production environment.

Client Testing Timeframe

- It is imperative that the Client test fixes and design changes in a timely fashion. The Client will test a software problem or design change in the demo environment according to the client-specified test plan in accordance to the timeframes listed below:
 - Software problems: Two (2) business days
 - Enhancement: Three (3) business days, unless otherwise mutually agreed upon by both parties
- The Firm will not push any enhancements or problem fix to the Client's production environment without a written confirmation by the Client to the Firm
- The Firm will push fixes and/or enhancements to the system production environment no more frequently than once per week. An exception would be allowed for an emergency fix that is required by the Firm or other Clients of the Firm. Prior authorization from the Client and the Firm is required for these exceptions.

SCHEDULE D – SERVICE LEVELS AND PERFORMANCE STANDARDS

Performance Standard	Measurement	Measurement Period	%Level
Severity Level 1	Time (hrs)	Less than 4 hrs	98 %
Severity Level 2	Time (hrs)	Less than 24 hrs	98 %
Severity Level 3	Time (days)	Less than 5 days	98 %
Severity Level 4	Time (days)	Less than 30 days	98 %
Severity Level 5	Mutually Agreed	Mutually Agreed	98 %

The following definitions provide additional content regarding the Firm's SLA Services.

Severity Level 1 (SL1)

The highest severity is severity level (SL1). An SL1 issue is considered critical and will initially have the highest priority. The production system is down and normal business processes cannot proceed. More than 90% of the users are affected. There is no timely workaround that provides the lost functionality. The incident has one or more of the following:

- Severe business operation impact
- Examples: Inability to perform any work required to operate the business; Critical server failures that are core to business functions
- Data Corruption caused by software error or failure events. It is extremely important that data corruption be prevented
- Severe performance problems causing unreasonable waits for resources or response, or performance at a level that does not complete critical business functions

When an SL1 issue call is received, the Firm will use all available resources to address the problem as soon as possible (less than four (4) business hours).

Severity Level 2 (SL2)

A severity level 2 (SL2) issue is classified as urgent. The system is up, but not functioning at "normal" capacity. A major function is not available and it is affecting a significant number of users. The incident causes a severe impact on business regardless of the environment. No acceptable workaround is available; however, business operations can continue in a restricted fashion. The incident has one or more of the following characteristics:

- Moderate business impact

- Examples: Performance is slow, but workload is manageable; emails are flowing internally but not externally
- Application error or erroneous results caused by internal software error
- Examples: Absence of some important functionality, but continued operation in a restricted fashion; Word and Excel load but the file can't be saved
- Severe impact to a single user
- Examples: Equipment failure or complete software failure

When an SL2 issue call is received, the Firm will use necessary resources to address the problem within one (1) business day.

Severity Level 3 (SL3)

A severity level 3 (SL3) issue is classified as a routine call. It is a minor or intermittent incident occurring and not significantly affecting production. The incident has one or more of the following characteristics:

- A software error for which there is a customer-acceptable workaround
- Minimal degraded performance due to software error
- Issue affecting a single user
- Software error or incorrect behavior with minor impact to the operation of the system

When an SL3 issue call is received, the Firm will use necessary resources to address the problem within five (5) business days.

Severity Level 4 (SL4)

A severity level 4 (SL4) issue is classified as a request or training call. It is a minor request not significantly affecting production. The incident has one or more of the following characteristics:

A software error for which there is a customer-acceptable workaround

- Minimal degraded performance due to software error
- Software error or incorrect behavior with minor impact to the operation of the system

When an SL4 issue call is received, the Firm will use necessary resources to address the problem within thirty (30) business days.

Severity Level 5 (SL5)

A severity level 5 (SL5) issue is classified as an informational call. It is a minor call for information that does not require an immediate sense of urgency — a task to be completed soon. The incident has one or more of the following characteristics:

- A request for help with 'how-to'
- Negligible business impact
- Single user issue

When an SL5 issue call is received, the Firm will work with the client to determine the timeframe that resolution should occur.

SCHEDULE E – ANNUAL SUPPORT & HELP DESK SERVICES

Schedule E provides information on the Annual Support & Help Desk Services available from The Firm under the terms of this Agreement.

- The Firm will notify the Client at least three (3) days in advance of changes to any key Firm personnel that could potentially affect the delivery of services to the Firm
- The Firm's Help Desk is available to support IntelliGrants users Monday – Friday, 8:00 am – 8:00 pm EST. The Firm's Help Desk will assist the Client's users with the following IntelliGrants Solution tasks and/or events:
 - URL issues and Registration
 - Login/password resets
 - Basic Product Navigation
 - Application Initiation / Post Award Documents
 - User Profile Information Updates
 - Adding New Users to Organizations or Documents
 - Sending Broadcast System Messages
 - Adding or Editing Organizations
 - Approving or Inactivating Users
 - Status Pushes
 - Document Purges
 - Document Designer Topics
 - Process Flow Setup
 - Document Template Setup
 - Form Builder Help
 - Setting System Notifications
 - Administration Menu Builder

Tab Builder

- Report Builder – Simple Queries
- The Firm's Help Desk Services do not include Subject Matter Expert Consultation and/or questions about client specific program configured data
- The Firm provides Subject Matter Expert Consultation and/or question and answers on client specific program configured data via standard maintenance contracts with mutually agreed upon scope, timeline and budget.

SCHEDULE F – PROBLEM ESCALATION

Schedule F provides information on the Problem Escalation procedure to be applied to the services under the terms of this Agreement.

The problem escalation procedure covers the processes involved with the rectification of unexpected solution problems including:

- Initial problem identification
- Resolution of the identified problem
- Technical report documenting root cause

Initial Problem Identification

- IntelliGrants solution is not functioning as expected. User verifies with support from the Help Desk that the issue is not a result of user error and the problem is indeed an issue resulting from problems within the solution.
- The Firm's Support and Help Desk will collect all the details of the problem reported by the user, review the problem and categorize the problem based upon the guidelines outlined in SCHEDULE – D.
- The Firm's Support and Help Desk shall be notified of all problems, no matter the level of priority. This is necessary to log in and track all issues for prompt resolution.

Resolution of the Identified Problem

- The problem is assigned to the best equipped project resource to resolve the issue. The problem will be resolved by the lowest level resource possible. This policy was implemented to improve the response times for our clients and enhance services.
- Based upon the categorization of the problem the resolution will be completed within the timelines defined in SCHEDULE – D.

Technical Report Documenting Root Cause

- After the problem has been resolved, a summary is created documenting the root cause of the issue. In this documentation the cause, analysis and solution are documented to properly define the problem. Additionally, the system is

evaluated for risks that exist of similar nature. If additional potential problems are found, the issues are fixed before another issue develops.

SCHEDULE G – CHANGE REQUEST FORM

A. General Information

Information to be provided in this section gives a specific name to the project as well as pertinent information about the personnel involved.

Prepared by:

Date Prepared:

**Control Nbr.
[Optional]:**

B. Requestor Information

Proposed Change Description and References:

The requestor will provide information concerning the requested change along with any supporting documentation to include appropriate screen shots, etc.

Justification:

Impact of Not Implementing Proposed Change:

Alternatives:

Attachment 2 – Intelligrants Architecture

Overview

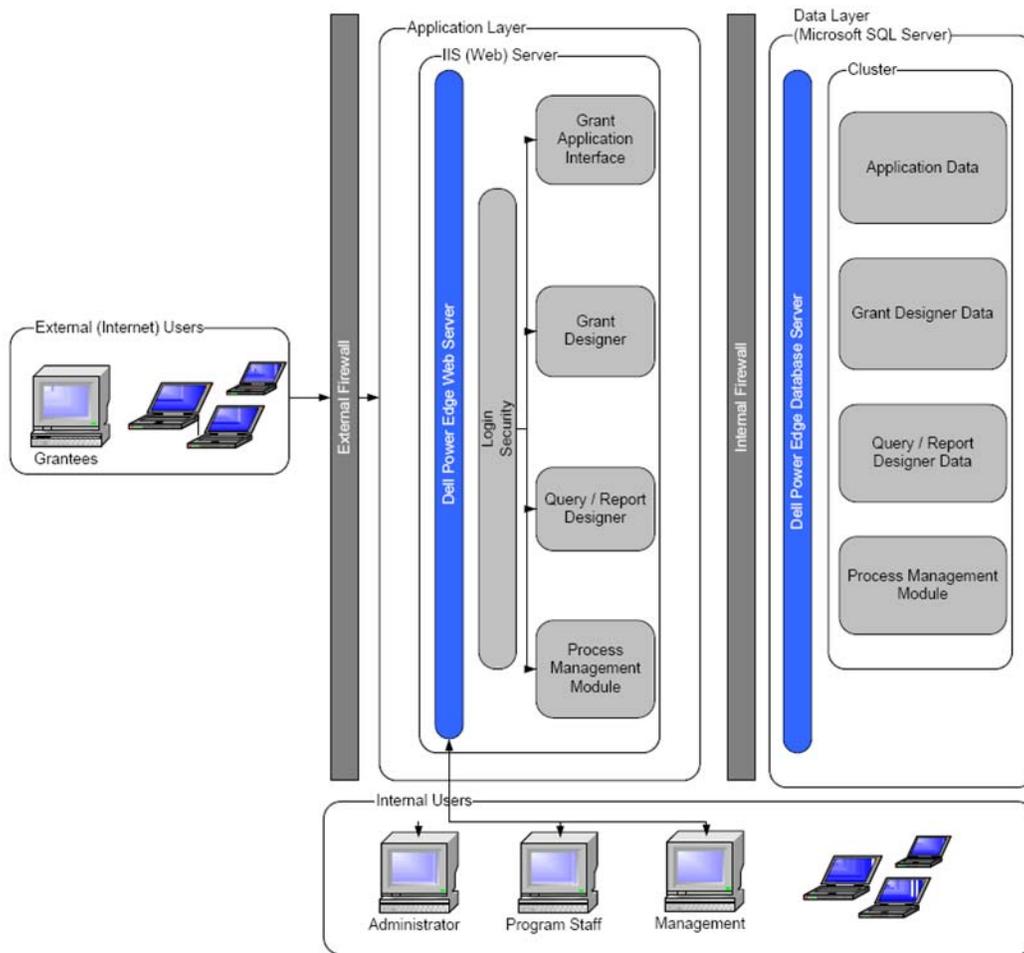
IntelliGrants is a scalable Commercial Off-the-Shelf (COTS) grants management solution, with the flexibility to handle highly specialized individual agencies and/or encompass multiple agencies within one enterprise-wide grant management portal.

This scalability is possible by leveraging a combination of the IntelliGrants 80/20 model, domain structures, and enterprise reporting capabilities.

Agate Software Microsoft Certified Partner Information

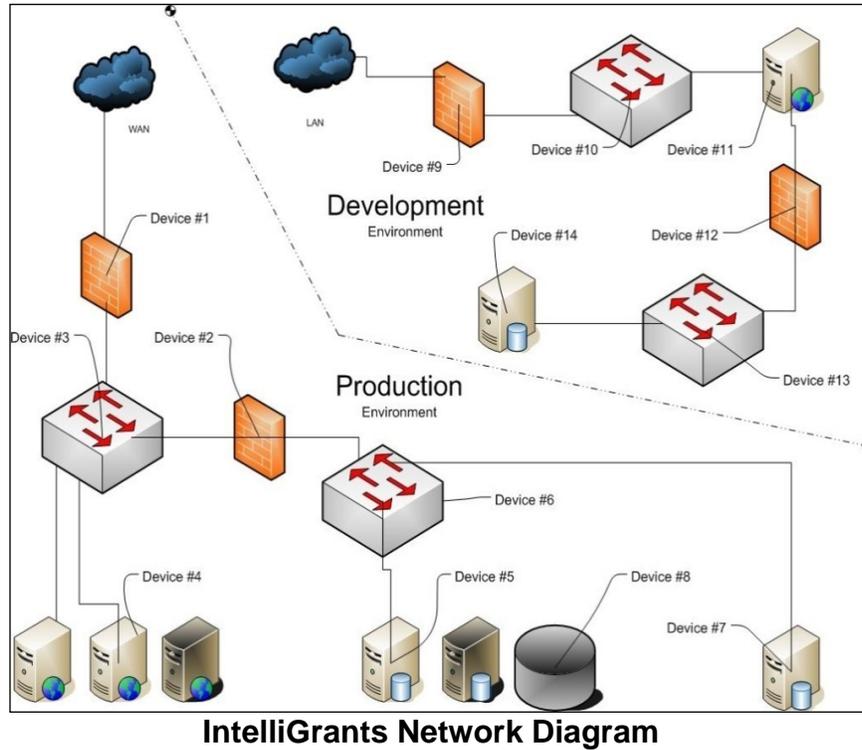
Microsoft Certified Partners possess a high degree of competence and expertise with Microsoft technologies, and may demonstrate their proficiency in one or more Microsoft Competencies¹. As a Microsoft Certified Partner, Agate Software has built IntelliGrants using the .Net 3.5 web technology on a SQL Server 2008 database. If Agate Software hosts your system, there is no need to obtain licenses for .Net or SQL Server. If you host your solution, you will need to possess the required licenses.

Agate Software's Microsoft Certified Partner number is 1121486.



IntelliGrants Architecture Diagram

The following image and description outlines Agate Software's recommendation on hardware and software best practices for this implementation with the Commonwealth of Massachusetts hosting the IntelliGrants solution.



Attachment 3 – Hosting Environment

Servers:

Device #4 - Production Web Server(s)

Dell PowerEdge R710 (or equivalent)

4GB RAM, 2 Intel Xeon 2.0 Ghx Processors

2 Logical Disks (1 – 24GB System Drive, 1 – 48GB Data Drive)

RAID 5

Windows Server 2003 R2 (or newer) Web Edition or newer

ActivePDF Toolkit 4.5 Professional

Device #5 - Production Database Server(s)

Dell PowerEdge R905 (or equivalent)

4GB RAM, 2 Quad Opteron 2.2GHz Processors

4 Logical Disks (1 – 24GB System Drive, 1-48GB Data Drive, 1-12 GB Transaction Log drive on its own controller)

RAID 1

Windows Server 2003 R2(or newer) Standard Edition

Microsoft SQL Server 2005 (or newer)

Device #11- Development/Test Web Server

Dell PowerEdge R710 (or equivalent)

4GB RAM, 2 Intel Xeon 2.0GHz Processors

2 Logical Disks (1 – 24GB System Drive, 1 – 48GB Data Drive)

RAID 5

Windows Server 2003 R2 (or newer) Web Edition or newer

Active PDF Toolkit 4.5 Professional

Device #14 – Development/Test SQL Server

Dell PowerEdge R905 (or equivalent)

4 GB RAM, 2 Quad Core Opteron 2.2GHz Processors

2 Logical Disks (1 – 24GB System Drive, 1 – 48GB Data Drive)

RAID 1

Windows Server 2003 R2 (or newer) Standard Edition

Microsoft SQL Server 2005 (or newer)

Switches:

Devices #3, #6, #10 & #13 - Gigabit Switches

Dell PowerConnect 5324

10/100/1000 Mbps

1 Unit of Rack Space

Firewalls:

Device #1 - External Application Firewall

SonicWall Pro 5060

Port 443 – HTTPS (recommended) or Port 80 HTTP (optional), and port 3389 for Remote Desktop administration (if needed)

1 Unit of Rack Space

409 BTUs

Device #2 - Internal Application Firewall

SonicWall Pro 5060

Port 1433 for SQL Server connectivity, and port 3389 for Remote Desktop administration if needed

1 Unit of Rack Space

409 BTUs

Device #9 - External Application Firewall

SonicWall Pro 5060

Port 443 – HTTPS (recommended) or Port 80 HTTP (optional), and port 3389 for Remote Desktop administration if needed

1 Unit of Rack Space

409 BTUs

Device #12 - Internal Application Firewall

SonicWall Pro 5060

Port 1433 for SQL Server connectivity, and port 3389 for Remote Desktop administration if needed

1 Unit of Rack Space

409 BTUs

Uninterruptable Power Supply: (not shown on diagram)

UPS should be used to supply backup power to equipment physically located together

Expandable Rack UPS System

Tripp-Lite SmartOnline Expandable 3U Rack/Tower UPS System

9 Units of Rack Space

10 KVAs

Attachment 4 – Security and Disaster Recovery Process

Agate Software has created a co-location partnership with CRT/Arialink Broadband for hosting services. The decision was made to co-locate with CRT based on the best interest of our clients. The physical location of the data center is approximately ten miles from the Agate Software headquarters. This close proximity provides us with the ability to access our hardware very quickly. Our co-location partnership allows us to focus on our area of expertise (software development) and CRT to focus on theirs (hosting). The following factors were taken into consideration when making the decision to co-locate our datacenter:

- Security
- Performance
- Connectivity
- Bandwidth
- Reliability

Agate's data center which is co-located at:

CRT/Arialink Broadband

1223 Turner Street

Lansing, MI 48906

Agate's data center is accessible to our clients on a 24/7/365 basis. Agate Software has provided a profile of the co-location data center facilities, networking infrastructure, security provisions, backup and recovery procedures, and disaster recovery plans to ensure client data is protected and is recoverable in case of a system failure.

Entrance Security

- An Electronic Card Swipe is required to enter the locked entranceway
- Second, an alarm code must be submitted for access to the data center door
- A bio-metric hand scan with a corresponding pin number is the third level of protection needed each time an engineer enters the data center

Power Redundancy

- The data center is connected to the public utilities via redundant power grid connections for primary power requirements
- Each hosting cabinet is provided power via a dedicated 20 amp circuit connected to an MGE Comet on-line UPS battery backup and conditioning system
- The online UPS systems are rated to provide hours of uninterrupted backup power for the entire data center
- After 15 seconds of consecutive downtime, our Koehler Diesel generator begins to supply power to the data center
- The facility stores enough fuel on-site for extended run-time of greater than 1 week

- All power outlets utilize Hubbell twist lock receptacles guarding against accidental power loss

Quality Assurance Monitoring

- Includes Managed Escalation Services (24x7x365)
- Provides real-time web based health reporting, trend reporting and remote management
- Email notification of failures
- Admin responds by following pre-written procedures as supplied by client to assist in failure recovery

Back-Up

- Managed backup service to data unit located in the Data Center
- Up to two (2) Bare Metal Image Backups per year
- Weekly Full (Data) Backups
- Daily Incremental (Data) Backups
- Up to 50Gb Disk Space
- Additional Disk Space is available if needed
- Off-site backup storage is available upon request

Bandwidth

- 100Mb Full Duplex, Burstable
- The provider guarantees the host management facility utilizes a "dual entrance fiber facility" with a minimum of two competing fiber-optic telecommunication providers.
- The fiber-optic networks connected to the host management facility enters the building in different concealed locations and leaves the facility in a minimum of two diversified geographical paths with a minimum of 500ft of buried and concealed underground cable.
- The hosting center is engineered with enough bandwidth to scale on-demand due to superior fiber infrastructure.
- The network exists as Gigabit Ethernet (1000 Mb/s) as well as an OC3 (155 Mb/s) of online 'lit' fiber.
- The provider has enough dark fiber for ten additional OC12, OC48 or OC192 circuits.
- The provider's utilization is measured using the MRTG (multi-router traffic grapher) suite of SNMP monitoring tools.
- Each customer switch port will be monitored and reported for on-demand review.
- Bandwidth CIR's, the provider strictly monitors and guarantees this bandwidth is available at a minimum level.

Facility Environment

- CRT/Arialink uses Netbotz to monitor key environmental factors like temperature and humidity. Netbotz uses active monitoring, early detection and instant alerting to

protect critical assets from environmental conditions such as extreme heat & water leaks, human error, sabotage and virtually everything else in between, from power spikes to radioactive and chemical materials.

- Arialink's data center is connected to the public utilities via redundant power grid connections for primary power requirements.
- Each hosting cabinet is provided power via a dedicated 20 amp circuit connected to an MGE Comet on-line UPS battery backup and conditioning system.
- Arialink's online UPS system is rated to provide hours of uninterrupted backup power for the entire data center.
- After 15 seconds of consecutive downtime, our Koehler Diesel generator begins to supply power to the data center.
- Arialink stores enough fuel on-site for extended run-time of greater than 1 week.
- All power outlets utilize Hubbell twist lock receptacles guarding against accidental power loss.
- Arialink guarantees the host management facility utilizes a "dual entrance fiber facility" with a minimum of two competing fiber-optic telecommunication providers.
- The fiber-optic networks connected to the host management facility enters the building in different concealed locations and leaves the facility in a minimum of two diversified geographical paths with a minimum of 500ft of buried and concealed underground cable.
- Arialink's HVAC system includes a backup system to keep the data center at its proper temperature level.

System Recovery

Recoverability entails the ability of the system to recover from a variety of faults, ranging from small-scale outages such as a system reboot (emergencies), to catastrophic failures (disasters) such as physical destruction of the systems hardware.

Backup and Archival Procedures

Data and system backups are performed on a per unit basis and can be set to an appropriate interval determined by Agate Software, and client staff. Recommended back-up schedule is as follows:

- An automatic, full backup on a nightly basis (2:00 AM is recommended)
- An incremental/differential backup every three hours
- Daily incremental tape backups will be retained for at least 1 month
- Weekly full tape backups of logs will be retained for at least 1 month

Restoration of IntelliGrants System

In the case of a minor emergency, specific action must be taken to correct the affected components of the system.

In the case of a major emergency or a disaster resulting in the loss of the data, the Web application or both, a system restoration will be required. Agate will take the following steps to restore the system:

1. Active PDF Installation
2. IIS Setup
3. Microsoft SQL Server 2005 installation and configuration
4. IntelliGrants database installation
5. IntelliGrants web files installation

The success of a system restoration depends on the accuracy and timeliness of the data and system backups. Full digital backups are held under fireproof vault and can be retained if/when needed.

Attachment 5 - COST TABLES

Table 1: Summary of IntelliGrants 5 year Contract Costs by Agency

No.	Project Costs	Cost (\$)
A.	Michigan State Police – OHSP software maintenance and support, enhancements and hosting – 5 years Breakdown provided in Table 2	\$279,500
B.	Michigan State Police – ODCP software maintenance and support, enhancements and hosting – 5 years Breakdown provided in Table 3	\$279,500
C.	Michigan Department of Community Health – Crime Victim’s software maintenance and support, enhancements and hosting – 5 years Breakdown provided in Table 4	\$650,000
D.	Michigan Department of Labor and Economic Growth (DeLEG) BWT - software maintenance and support, enhancements and hosting – 5 years Breakdown provided in Table 5	\$424,500
E.	Michigan Department of Education (MDE)-software maintenance and support, enhancements and hosting – 5 years Breakdown provided in Table 6	\$4,300,000
TOTAL COST FOR ALL AGENCIES FOR 5 YEARS		\$5,933,500

Table 2: Annual Software Maintenance and Support, Enhancements and Hosting Michigan State Police (MSP) Office of Highway Safety and Planning (OHSP)

AGENCY	(10/1/10 – 9/30/11) YEAR 1	(10/1/11 – 9/30/12) YEAR 2	(10/1/12 – 9/30/13) YEAR 3	(10/1/13 – 9/30/14) YEAR 4	(10/1/14 – 9/30/15) YEAR 5	Total Years (1-5)
MSP/OHSP						
Ongoing maintenance and support	24,900	24,900	24,900	24,900	24,900	124,500
Enhancements	31,000	31,000	31,000	31,000	31,000	155,000
Hosting	0	0	0	0	0	0
Grand Total MSP/OHSP maintenance and support, enhancements and hosting						279,500

Table 3: Annual Software Maintenance and Support, Enhancements and Hosting Michigan State Police (MSP) Office of Drug Control Policy (ODCP)

AGENCY	(10/1/10 – 9/30/11) YEAR 1	(10/1/11 – 9/30/12) YEAR 2	(10/1/12 – 9/30/13) YEAR 3	(10/1/13 – 9/30/14) YEAR 4	(10/1/14 – 9/30/15) YEAR 5	Total Years (1-5)
MSP/ODCP						
Ongoing maintenance and support	24,900	24,900	24,900	24,900	24,900	124,500
Enhancements	31,000	31,000	31,000	31,000	31,000	155,000
Hosting	0	0	0	0	0	0
Grand Total MSP/ODCP maintenance and support, enhancements and hosting						279,500

Table 4: Annual Software Maintenance and Support, Enhancements and Hosting Michigan Department of Community Health (DCH) Crime Victim's

AGENCY	(10/1/10 – 9/30/11) YEAR 1	(10/1/11 – 9/30/12) YEAR 2	(10/1/12 – 9/30/13) YEAR 3	(10/1/13 – 9/30/14) YEAR 4	(10/1/14 – 9/30/15) YEAR 5	Total Years (1-5)
DCH/Crime Victim's						
Ongoing maintenance and support	79,120	79,120	79,120	79,120	79,120	395,600
Enhancements	50,880	50,880	50,880	50,880	50,880	254,400
Hosting	0	0	0	0	0	0
Grand Total DCH/Crime Victims maintenance and support, enhancements and hosting						650,000

Table 5: Annual Software Maintenance and Support, Enhancements and Hosting Michigan Department of Labor and Economic Growth (DeLEG) BWT

AGENCY	(10/1/10 – 9/30/11) YEAR 1	(10/1/11 – 9/30/12) YEAR 2	(10/1/12 – 9/30/13) YEAR 3	(10/1/13 – 9/30/14) YEAR 4	(10/1/14 – 9/30/15) YEAR 5	Total Years (1-5)
DeLEG/BWP						
Ongoing maintenance and support	50,000	50,000	50,000	50,000	50,000	250,000
Enhancements	14,980	14,980	14,980	14,980	14,980	74,900
Hosting	0	24,900	24,900	24,900	24,900	99,600
Grand Total DeLEG/BWP maintenance and support, enhancements and hosting						424,500

Table 6: Annual Software Maintenance and Support, Enhancements and Hosting Michigan Department of Education (MDE)

AGENCY	(10/1/10 – 9/30/11) YEAR 1	(10/1/11 – 9/30/12) YEAR 2	(10/1/12 – 9/30/13) YEAR 3	(10/1/13 – 9/30/14) YEAR 4	(10/1/14 – 9/30/15) YEAR 5	Total Years (1-5)
MDE						
Ongoing maintenance and support	740,000	740,000	740,000	740,000	740,000	3,700,000
Enhancements	120,000	120,000	120,000	120,000	120,000	600,000
Hosting	0	0	0	0	0	0
Grand Total MDE maintenance and support, enhancements and hosting						4,300,000

Table 7: Future Enhancements-New Grant Implementations Rate Card

Resource Type	Hourly Rate (\$)	Comments
Project management	100.00	All Agate hourly service fees are provided at a blended rate.
Business analysts	100.00	
System analysts	100.00	
Programmer/developers	100.00	
System administrators	100.00	
Database administrators	100.00	
Q/A Manager	100.00	
Security specialist	100.00	
Testers	100.00	
Technical writers	100.00	
CM specialists	100.00	
System Architects	100.00	
Network engineer/administrator	100.00	
Software Architects	100.00	
CM specialists	100.00	
Project assistants	100.00	
Web developers	100.00	
Application trainers	100.00	
Others: (List) below:	100.00	

Notes:

1. Hourly rates quoted are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed. The State will utilize the fully loaded hourly rates detailed above for each staff that will be used as fixed rates for responses to separate statements of work.
2. Actual funding for enhancements/new implementations will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project.
3. Unless otherwise agreed by the parties, each Statement of Work will include:
 - a. Background

- b. Project Objective
- c. Scope of Work
- d. Deliverables
- e. Acceptance Criteria
- f. Project Control and Reports
- g. Specific Department Standards
- h. Payment Schedule
- i. Travel and Expenses
- j. Project Contacts
- k. Agency Responsibilities and Assumptions
- l. Location of Where the Work is to be Performed
- m. Expected Contractor Work Hours and Conditions

The parties agree that the Services/Deliverables to be rendered by Contractor using the rate card on this Contract will be defined and described in detail in separate Statements of Work. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a purchase order issued against this Contract