



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 **15**
to
Contract Number **MA071B6600047C**

CONTRACTOR	CORE TECHNOLOGY CORPORATION
	5859 W. Saginaw Highway #217
	Lansing MI 48917
	Jill McCreedy
	517-237-3744
	jmccreedy@coretechcorp.com
	CV0028021

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Sarah Platte	DTMB
		517-219-2406	
		plattes3@michigan.gov	

CONTRACT SUMMARY				
Software, Services, Maintenance and Support (CORE)				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
February 9, 2016	February 8, 2021	5 - 24 Months	April 8, 2025	
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"/>	48 Months	<input type="checkbox"/>		April 8, 2029
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$5,751,975.00		\$0.00	\$5,751,975.00	
DESCRIPTION				
Effective 04/08/2025, per the terms of the Contract, the State here by extends the Contract by utilizing 2 two-years options. Additionally, the State adds the pricing schedule for those options, but this is a \$0 Change Notice, and the State will be using existing funds to cover the expenses.				
All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Procurement.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Ramesh Devaram	517-898-6895	DevaramR@Michigan.gov
MSP	Kevin Collins	517-284-3046	CollinsK@michigan.gov



2025-2029 Maintenance Quote

State of Michigan Contract No: 071B6600047
 Quote Date: March 28, 2025

Agency: MI Department of Technology,
 Management and Budget
Contact: Sarah Platte
Phone: 517-219-2406
Email: PlatteS3@michigan.gov

Company: Core Technology
 Corporation
Contact: Michelle Siwek
Phone: 517-237-3749
Email: msiwek@coretechcorp.com
Address: 5859 W. Saginaw Hwy, #217
City, State, Zip: Lansing, MI 48917

Michigan Department of Corrections						
Product	Qty	Each	10/1/25 to 9/30/2026	10/1/26 to 9/30/2027	10/1/27 to 9/30/2028	10/1/28 to 9/30/2029
MultiBridge Enterprise LEIN	1	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150
MultiBridge Enterprise LEIN Backup	1	\$750	\$750	\$750	\$750	\$750
TalonPoint API	1	\$750	\$750	\$750	\$750	\$750
Talon Desktop Client	187	\$100	\$18,700	\$18,700	\$18,700	\$18,700
Talon Client DSSL	113	\$100	\$11,300	\$11,300	\$11,300	\$11,300
		TOTAL	\$32,650	\$32,650	\$32,650	\$32,650

Michigan Department of Natural Resources						
Product	Qty	Each	10/1/25 to 9/30/2026	10/1/26 to 9/30/2027	10/1/27 to 9/30/2028	10/1/28 to 9/30/2029
CSB LEIN Subscription (includes 24x7 Coverage)	7	\$450	\$3,150	\$3,150	\$3,150	\$3,150
		TOTAL	\$3,150	\$3,150	\$3,150	\$3,150

Michigan Public Safety Communication System						
Product	Qty	Each	10/1/25 to 9/30/2026	10/1/26 to 9/30/2027	10/1/27 to 9/30/2028	10/1/28 to 9/30/2029
MultiBridge Secure Tunnel	1	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050

MultiBridge Enterprise LEIN SSL	1	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
TOTAL			\$2,550	\$2,550	\$2,550	\$2,550

Michigan State Police						
Product	Qty	Each	10/1/25 to 9/30/2026	10/1/26 to 9/30/2027	10/1/27 to 9/30/2028	10/1/28 to 9/30/2029
24x7 for 3 MultiBridge, 1 Secure Tunnel & 500 Talon	1	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
MultiBridge Enterprise LEIN SSL	2	\$1,385	\$2,770	\$2,770	\$2,770	\$2,770
MultiBridge Secure Tunnel	1	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050
MultiBridge Enterprise LEIN SSL	1	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Support 24x7 Access for 1 MultiBridge	1	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
MultiBridge Enterprise LEIN SSL	1	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Michigan Data Exchange	1	\$ -				
Talon Client DSSL	500	\$100	\$50,000	\$50,000	\$50,000	\$50,000
TalonPoint for Crime Lab	1	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
TalonPoint for SNAP	2	\$3,750	\$7,500	\$7,500	\$7,500	\$7,500
TalonPoint for BWI/PAWN	1	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750
TalonPoint for Judicial Data Warehouse	2	\$3,750	\$7,500	\$7,500	\$7,500	\$7,500
Talon Crime Information Database	1	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
Talon Mixed Clients DSSL	20	\$100	\$2,000	\$2,000	\$2,000	\$2,000
Talon for TDEx	1	\$ -				
TDEx Hub	1	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
MultiBridge eWarrant	1	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
TOTAL			\$101,570	\$101,570	\$101,570	\$101,570



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 **14**

to

Contract Number **MA071B6600047C**

CONTRACTOR	CORE TECHNOLOGY CORPORATION
	5859 W. Saginaw Highway #217
	Lansing MI 48917
	Jill McCready
	517-237-3744
	jmccready@coretechcorp.com
	CV0028021

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Sarah Platte	DTMB
		517-219-2406	
		plattes3@michigan.gov	

CONTRACT SUMMARY				
Software, Services, Maintenance and Support (CORE)				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
February 9, 2016	February 8, 2021	5 - 1 Months	February 8, 2025	
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"/>	2 Months	<input type="checkbox"/>		April 8, 2025
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$5,751,975.00		\$0.00	\$5,751,975.00	
DESCRIPTION				
Effective 3/7/2025, the State exercises 2 one-month options available on the Contract. The new Contract expiration date is 04/08/2025. This is a \$0.00 change.				
All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement, and State Administrative Board approval on 1/26/2016.				

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

AGENCY	NAME	PHONE	EMAIL
MSP	Kevin Collins	517-284-3046	CollinsK@michigan.gov
DTMB	Ramesh Devaram	517-898-6895	DevaramR@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 **13**
 to
 Contract Number **071B6600047**

CONTRACTOR	CORE TECHNOLOGY CORPORATION
	5859 W. Saginaw Highway #217
	Lansing, MI 48917
	Jill McCready
	517-237-3744
	jmccready@coretechcorp.com
	CV0028021

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

CONTRACT SUMMARY

SOFTWARE, SERVICES, MAINTENANCE AND SUPPORT (CORE)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 9, 2016	February 8, 2021	5 - 2 Year	February 8, 2025

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
\$5,734,975.00	\$9,000.00	\$5,743,975.00

DESCRIPTION

Effective 2/1/2024, this Contract is hereby increased by \$9,000.00 and the following amendment is incorporated into the Contract for enhancements to the Law Enforcement Information Network (LEIN) Talon application to meet Extreme Risk Protection Order (ERPO) legislation requirements for Michigan State Police (MSP).

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

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

AGENCY	NAME	PHONE	EMAIL
MSP	Kevin Collins	517-284-3046	CollinsK@michigan.gov
DTMB	Ramesh Devaram	517-898-6895	DevaramR@Michigan.gov



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

Project Title: Extreme Risk Protection Order Talon Application Updates	Period of Coverage:
Requesting Department: Michigan State Police	Date: January 23, 2024
Agency Project Manager: Mr. Kevin Collins	Phone: 517-284-3046
DTMB Project Manager: Mr. Ramesh Devaram	Phone: 517-898-6895

BACKGROUND:

The Extreme Risk Protection Order (ERPO) legislation, Public Act 38 of 2023, was signed into law on May 22, 2023, and requires ERPO's to be entered to the State of Michigan's Law Enforcement Information Network (LEIN) and the National Crime Information Center (NCIC). As such, the LEIN Talon application vendor, Core Technology, will be required to make enhancements to add the necessary functionality to support this legislation by February 13, 2024.

PROJECT OBJECTIVE:

Technical services to develop and implement Talon application forms for entry, modification, cancellation of ERPO records, and the entry and cancellation of ERPO supplemental records into LEIN issued in the State of Michigan.

SCOPE OF WORK:

This project involves Core Technology to develop and implement all required ERPO forms and functionality within the LEIN Talon application:

- Enter ERPO
- Modify ERPO
- Enter ERPO Supplemental Record
- Cancel ERPO Supplemental Record
- Cancel ERPO

Core Technology will provide technical assistance to Michigan State Police (MSP) and the Department of Technology, Management, and Budget (DTMB) to implement, test, and support the rollout of the ERPO functionality in the LEIN Talon application.

TASKS:

DTMB/MSP assistance is required for the following items:

- MSP environment/server preparation, access, and planning
- Core software installation and configuration
- Testing and troubleshooting
- Agency troubleshooting and support

DELIVERABLES:

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

- MSP test environment preparation and planning
- Core installation and configuration in the production environment
- Testing and troubleshooting
- Agency troubleshooting and support
- LEIN Talon application forms for entry, modification, cancellation of ERPO records, and the entry and cancellation of ERPO supplemental records.

ACCEPTANCE CRITERIA:

Acceptance criteria for the Deliverables include:

Successful implementation of ERPO functionality in the LEIN Talon application (production environment).

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. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.

SPECIFIC DEPARTMENT STANDARDS:

Core Technology Corporation will abide by all applicable MSP and DTMB standards. All Core Technology employees have passed a criminal fingerprint background check as required by MSP.

PAYMENT SCHEDULE:

Technical Implementation and Project Management Services: \$9,000.00

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

EXPENSES:

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

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Name: Mr. Rodney Ford
Department: Core Technology Corporation
Area:
Building/Floor:
Address: 100 North Capitol Avenue
City/State/Zip: Lansing, Michigan, 48913
Phone Number: 517-256-6991
Fax Number:
Email Address: rford@coretechcorp.com

The designated Agency Program Manager is:

Name: Mr. Kevin Collins
Department: Michigan State Police
Area:
Building/Floor:
Address: 7150 Harris Drive
City/State/Zip: Dimondale, MI 48821
Phone Number: 517-284-3046
Fax Number: 517-241-0865
Email Address: CollinsK@michigan.gov

The designated DTMB Program Manager is:

Name: Mr. Ramesh Devaram
Department: Department of Technology, Management, and Budget
Area:
Building/Floor:
Address: 7150 Harris Drive
City/State/Zip: Dimondale, MI 48821
Phone Number: 517-898-6895
Fax Number:
Email Address: DevaramR@michigan.gov

AGENCY RESPONSIBILITIES:

- Provide Core Technology Corporation staff with access to servers.
- Provide all networking and connectivity for the project.
- Provide final acceptance of software/services.
- Provide access to test and production environment(s).
- Provide access to agency subject matter experts.
- Assist with site prep, planning, software delivery, delivery instructions, software testing, software troubleshooting, software go-live and support of client end users.
- Assist with the acquisition of any necessary approvals.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work remotely to complete the changes 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 a.m. to 5:00 p.m. 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 12
 to
 Contract Number 071B6600047

CONTRACTOR	CORE TECHNOLOGY CORPORATION
	5859 W. Saginaw Highway #217
	Lansing, MI 48917
	Jill McCready
	517-237-3744
	jmccready@coretechcorp.com
CV0028021	

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

CONTRACT SUMMARY

SOFTWARE, SERVICES, MAINTENANCE AND SUPPORT (CORE)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 9, 2016	February 8, 2021	5 - 2 Year	February 8, 2025

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		
\$5,734,975.00	\$0.00	\$5,734,975.00		

DESCRIPTION

Effective 10/9/2023, the following amendment is hereby incorporated into the Contract to move LEIN MultiBridge and Talon application software from the current Windows 2012 servers to new Windows 2019 servers for Michigan State Police (MSP). Total cost is \$4,000.00.

No additional funding is needed at this time; existing funds are adequate to support this change.

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

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

AGENCY	NAME	PHONE	EMAIL
MSP	Kevin Collins	517-284-3046	CollinsK@michigan.gov
DTMB	Ramesh Devaram	517-898-6895	DevaramR@Michigan.gov



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

Project Title: Core Technology Windows 2019 Server Upgrade	Period of Coverage:
Requesting Department: Michigan State Police	Date: September 8, 2023
Agency Project Manager: Mr. Kevin Collins	Phone: 517-284-3046
DTMB Project Manager: Mr. Ramesh Devaram	Phone: 517-898-6895

BACKGROUND:

Core Technology provides licensed software currently used for access to the State of Michigan's Law Enforcement Information Network (LEIN) and the state's data sharing network. It allows an end user to perform a single query to access LEIN as well as certain local and state information systems throughout Michigan and northwest Ohio. The primary software components for this project are LEIN MultiBridge and Talon client software.

PROJECT OBJECTIVE:

Technical services to move the Michigan State Police (MSP) Core MultiBridge software and applications from current Windows 2012 servers to Microsoft Windows 2019 servers, as required by the Department of Technology, Management, and Budget (DTMB).

SCOPE OF WORK:

This project involves Core Technology to install and configure Core applications and services on the new Windows 2019 servers, providing technical assistance to MSP and DTMB to test new installation, and support the rollout of the software on the new server.

TASKS:

DTMB/MSP assistance is required for the following items:

- MSP environment/server preparation, access, and planning
- Core software installation and configuration
- Testing and troubleshooting
- Agency troubleshooting and support
- MSP environment and server clean-up once Core applications are moved to new server

DELIVERABLES:

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

- MSP environment/server preparation and planning
- Core software solution installation and configuration
- Testing and troubleshooting
- Agency troubleshooting and support
- MSP environment and server clean-up once Core applications are moved to new server

ACCEPTANCE CRITERIA:

Acceptance criteria for the Deliverables include:

Successful move of Core applications and software to Windows 2019 server.

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. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.

SPECIFIC DEPARTMENT STANDARDS:

Core Technology Corporation will abide by all applicable MSP and DTMB standards. All Core Technology employees have passed a criminal fingerprint background check as required by MSP.

PAYMENT SCHEDULE:

Technical Implementation and Project Management Services: \$4,000.00

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

EXPENSES:

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

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Name: Mr. Rodney Ford
Department: Core Technology Corporation
Area:
Building/Floor:
Address: 100 North Capitol Avenue
City/State/Zip: Lansing, Michigan, 48913
Phone Number: 517-256-6991
Fax Number:
Email Address: rford@coretechcorp.com

The designated Agency Program Manager is:

Name: Mr. Kevin Collins
Department: Michigan State Police
Area:
Building/Floor:
Address: 7150 Harris Drive
City/State/Zip: Dimondale, MI 48821
Phone Number: 517-284-3046
Fax Number: 517-241-0865
Email Address: CollinsK@michigan.gov

The designated DTMB Program Manager is:

Name: Mr. Ramesh Devaram

Department: Department of Technology, Management, and Budget

Area:

Building/Floor:

Address: 7150 Harris Drive

City/State/Zip: Dimondale, MI 48821

Phone Number: 517-898-6895

Fax Number:

Email Address: DevaramR@michigan.gov

AGENCY RESPONSIBILITIES:

- Provide Core Technology Corporation staff with access to servers.
- Provide all networking and connectivity for the project.
- Provide final acceptance of software/services.
- Provide hardware for test and production environment(s).
- Provide access to agency subject matter experts.
- Assist with site prep, planning, software delivery, delivery instructions, software testing, software troubleshooting, software go-live and support of client end users.
- Assist with the acquisition of any necessary approvals.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work remotely to complete the changes 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 a.m. to 5:00 p.m. are to be observed unless otherwise agreed to in writing. No overtime will be permitted.



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

CONTRACT CHANGE NOTICE

Change Notice Number 11
 to
 Contract Number 071B6600047

CONTRACTOR	CORE TECHNOLOGY CORPORATION
	5859 W. Saginaw Highway #217
	Lansing, MI 48917
	Jill McCready
	517-237-3744
	jmccready@coretechcorp.com
	CV0028021

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

CONTRACT SUMMARY

SOFTWARE, SERVICES, MAINTENANCE AND SUPPORT (CORE)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 9, 2016	February 8, 2021	5 - 2 Year	February 8, 2025

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"/>		February 8, 2025

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$5,734,975.00	\$0.00	\$5,734,975.00

DESCRIPTION

Effective 9/10/2020, the following amendment is hereby incorporated into the Contract to provide Michigan State Police (MSP) with project management and technical enhancement services to enhance Talon to meet the new CARS II Law Enforcement Information Network (LEIN) requirements. Total cost is \$5,280.00.

No additional funding is needed at this time; existing funds are adequate to support this change.

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

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

AGENCY	NAME	PHONE	EMAIL
MSP	Kevin Collins	517-284-3046	CollinsK@michigan.gov
DTMB	Ramesh Devaram	517-898-6895	DevaramR@Michigan.gov



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

Project Title: Michigan State Police CARS II Talon Message Changes	Period of Coverage:
Requesting Department: Michigan State Police	Date: 08/04/2021
Agency Project Manager: Kevin Collins	Phone: 517-284-3046
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

Core Technology provides licensed software currently used for access to the State of Michigan's Law Enforcement Information Network (LEIN) and the state's data sharing network. It allows an end user to perform a single query to access LEIN as well as certain local and state information systems throughout Michigan and northwest Ohio. The primary software components for this project are MultiBridge and Talon client software.

PROJECT OBJECTIVE:

Project Management and technical services to enhance Talon to meet new Customer and Automotive Records System (CARS) II LEIN requirements.

SCOPE OF WORK:

This project will provide 24 hours custom development, implementation services, and project management services.

TASKS:

Technical support is required to assist with the following tasks:

- Remote Access to Michigan State Police (MSP) servers.
- MSP environment/server preparation and planning.
- Core software solution installation and configuration.
- Solution testing and troubleshooting.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include the following additional Talon software changes to support the CARS II update.

1. Support for more than one Secretary of State (SOS) image in responses.
2. Add SOS image descriptions (i.e., image date, issued date, expiration date, and printed date).
3. Image dates will only be displayed when they are present (issue, printed, expires).
4. Exclude parsed summary data from SOS responses for MSP.
5. Modify parsing and source identification to handle the new SOS message headers.
6. Enhance the auto drill-down feature to support newly formatted SOS messages.

ACCEPTANCE CRITERIA:

Acceptance criteria for the deliverables include:

PROJECT CONTROL AND REPORTS:

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

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

SPECIFIC DEPARTMENT STANDARDS:

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

Core Technology Corporation will abide by all applicable MSP and DTMB standards. The XML standards (GJXDM, NIEM, LEXS) will be leveraged in architecture and programming. All Core Technology employees have passed a criminal fingerprint background check as required by MSP.

PAYMENT SCHEDULE:

Technical Implementation and Project Management Services	\$5,280.00
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Payment will be made upon successful cutover to production and final acceptance of the deliverables. DTMB will pay contractor upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Name Michelle Siwek
Department Core Technology Corporation
Address 5859 West Saginaw Highway #217
City/State/Zip Lansing, Michigan 48917

Phone Number 800-338-2117
Fax Number 517-627-8944
Email Address msiwek@coretechcorp.com

The designated Agency Program Manager is:

Name Kevin Collins
Department Michigan State Police
Address 7150 Harris Drive
City/State/Zip Dimondale, Michigan 48821
Phone Number 517-284-3046
Fax Number 517-241-0865
Email Address CollinsK@michigan.gov

The designated DTMB Program Manager is:

Name Gordon Mayes
Department Department of Technology, Management and Budget
Address 7150 Harris Drive
City/State/Zip Dimondale, Michigan 48821
Phone Number 517-204-8026
Email Address MayesG1@michigan.gov

AGENCY RESPONSIBILITIES:

- Provide Core Technology Corporation staff with access to test and production environments.
- Provide all networking and connectivity for the project.
- Provide final acceptance of software/services in the test environment(s) before production.
- Provide hardware for test and production environment(s).
- Provide access to agency subject matter experts.
- Assist with the acquisition of any necessary approvals.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work remotely to complete the changes 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 a.m. to 5 p.m. are to be observed unless otherwise agreed to in writing. No overtime will be permitted.



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

CONTRACT CHANGE NOTICE

Change Notice Number 10
 to
 Contract Number 071B6600047

CONTRACTOR	CORE TECHNOLOGY CORPORATION
	5859 W. Saginaw Highway #217
	Lansing, MI 48917
	Jill McCready
	517-489-4800
	jmccready@coretechcorp.com
CV0028021	

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

CONTRACT SUMMARY

SOFTWARE, SERVICES, MAINTENANCE AND SUPPORT (CORE)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 9, 2016	February 8, 2021	5 - 2 Year	February 8, 2025

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		
\$5,734,975.00	\$0.00	\$5,734,975.00		

DESCRIPTION

The following amendment is hereby incorporated into the Contract updating the price list for MDOC based on current usage.

No additional funding is needed at this time; existing funds are adequate to support this change.

Contractor's Contract Administrator is updated to Andrew Wright.

Andrew Wright
 Executive Vice President
 Andrew.Wright@harriscomputer.com
 Phone - 405-810-8008 x64316

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

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

AGENCY	NAME	PHONE	EMAIL
MSP	Kevin Collins	517-284-3046	CollinsK@michigan.gov
DTMB	Ramesh Devaram	517-898-6895	DevaramR@Michigan.gov
DTMB	Mark Wagner	517-898-4084	WagnerM2@michigan.gov



2020-2025 Maintenance Quote

State of Michigan Contract No: 071B6600047

Quote Date: June 25, 2021

Agency: MI Dept of Technology, Management & Budget
Contact: Matt Weiss
Department: Department of Corrections
Address: Lewis Cass Bldg, 2nd Floor, 320 S. Walnut St.
City, State, Zip: Lansing, MI 48909

Company: Core Technology Corporation
Contact: Jill McCready
Phone: 517-627-1521, ext. 64141
Email: jmccready@coretechcorp.com
Address: 5859 W. Saginaw Hwy, #217
City, State, Zip: Lansing, MI 48917

Hi Matt,

As requested by Michigan Department of Technology, Management and Budget (on behalf of Michigan Department of Corrections), I am providing a revised quote that removes Application Miner T27 Server and Application Miner T27 Backup from their ongoing maintenance renewals.

Michigan Department of Corrections							
Product	Qty	Each	10/1/20 to 9/30/21	10/1/21 to 9/30/22	10/1/22 to 9/30/23	10/1/23 to 9/30/24	10/1/24 to 2/7/25
Talon Client DSSL	113	\$ 100	\$11,300	\$11,300	\$11,300	\$11,300	\$4,003
MultiBridge Enterprise LEIN SSL Backup	1	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 266
TalonPoint API	1	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 266
MultiBridge Enterprise LEIN	1	\$1,150	\$ 1,150	\$ 1,150	\$ 1,150	\$ 1,150	\$ 408
Talon Desktop Client	187	\$ 100	\$18,700	\$18,700	\$18,700	\$18,700	\$6,623
TOTAL			\$ 32,650	\$ 32,650	\$ 32,650	\$ 32,650	\$11,566

If you have any questions, please feel free to contact me at (800) 338-2117.

Thank you for your business.

Jill McCready
Core Technology Corporation



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 9
 to
 Contract Number 071B6600047

CONTRACTOR	CORE TECHNOLOGY CORPORATION
	5859 W. Saginaw Highway #217
	Lansing, MI 48917
	Jill McCready
	517-489-4800
	jmccready@coretechcorp.com
CV0028021	

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

CONTRACT SUMMARY

SOFTWARE, SERVICES, MAINTENANCE AND SUPPORT (CORE)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 9, 2016	February 8, 2021	5 - 2 Year	February 8, 2021

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	4-years	<input type="checkbox"/>		February 8, 2025

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$5,734,975.00	\$0.00	\$5,734,975.00

DESCRIPTION

Effective 1/29/2021, two, 2-year options (4 years total) are hereby exercised. The revised Contract expiration date is 2/8/2025. The following amendments are hereby incorporated into the Contract to provide an updated price list, estimated 4-year maintenance pricing by agency based on current usage, and incorporate the Criminal Justice Information Services (CJIS) Security Addendum.

No additional funding is needed at this time; existing funds are adequate to support this change.

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

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

AGENCY	NAME	PHONE	EMAIL
MSP	Kevin Collins	517-284-3046	CollinsK@michigan.gov
DTMB	Ramesh Devaram	517-898-6895	DevaramR@Michigan.gov
DTMB	Mark Wagner	517-898-4084	WagnerM2@michigan.gov



Core Technology Corporation
 5859 W. Saginaw Highway, #217, Lansing, MI 48917
 800-338-2117 * www.coretechcorp.com * jmccready@coretechcorp.com

Price List for New Software, Annual Support and Services
 Prices are firm for the duration of the Contract

Talon Client - Per Concurrent User	Price	Annual Support	24x7 Support Add on
Talon Desktop	\$ 350	\$ 100	\$ 200
Talon MDC with CAD Interface	\$ 350	\$ 100	\$ 200
Talon Crime Analysis	\$ 350	\$ 100	\$ 200
Talon MDC	\$ 350	\$ 100	\$ 200
Embedded Talon Clients	\$ 350	\$ 100	\$ 200
Talon Who's Where	\$ 100	\$ 30	\$ 60
Talon Bulletins	\$ 100	N/A	N/A
TalonMail	\$ 100	N/A	N/A
Core Secure Documents client	\$ 100	\$ 30	\$ 60
Data Sharing - Per Agency (requires additional services to implement)	Price	Annual Support	24x7 Support Add on
Talon Crime Information Database	\$ 20,000	\$ 6,000	\$ 12,000
TalonPoint	\$ 15,000	\$ 6,000	\$ 12,000
TalonPoint API	\$ 2,500	\$ 750	\$ 1,500
Core Secure Document	\$ 3,000	\$ 900	\$ 1,800
CID NDEx Publisher	\$ 3,000	\$ 900	\$ 1,800
Authentication Tools - Named clients (requires additional services to implement)	Price	Annual Support	24x7 Support Add on
Talon Authentication Matix & Core Authentication Matrix			
10 or less users	\$ 2,500	\$ 750	\$ 1,500
11 to 25 users	\$ 4,000	\$ 1,200	\$ 2,400
26 to 50 users	\$ 7,000	\$ 2,300	\$ 4,600
51 to 99 users	\$ 10,000	\$ 3,000	\$ 6,000
100 to 250 users	\$ 14,000	\$ 4,200	\$ 8,400
251 to 500 users	\$ 17,000	\$ 5,100	\$ 10,200
500 to 1000 users	\$ 20,000	\$ 6,000	\$ 12,000
Failover Server an additional 50% of above rates			
Identity Authentication Matrix (per user)	REMOVE	REMOVE	REMOVE
Core Service Bueau - Annual Subscription	Price	Annual Support	24x7 Support Add on
Talon - LEIN access (concurrent)	\$ 600	N/A	Included
Talon Mobile App - LEIN module (per user)	\$ 250	N/A	Included
Talon Mobile App - Field Contact module (per user)	REMOVE	REMOVE	REMOVE
TDEx Hub per agency	\$ 1,500	N/A	N/A
CTCBridge	Price	Annual Support	24x7 Support Add on
CTCBridge Java T27 Emulation - per concurrent user	\$ 200	\$ 40	\$ 80
CTCBridge Enterprise Edition - per concurrent user	\$ 125	\$ 40	\$ 80
CTCBridge Enterprise Edition SSL - per concurrent user	\$ 150	\$ 50	\$ 100
CTCBridge Enterprise Edition PPT - per concurrent user	\$ 35	\$ 15	\$ 30
TalonHooks - per agency	\$ 2,500	\$ 750	\$ 1,500
Application Miner T27 - per server	\$ 20,000	\$ 6,000	\$ 12,000
Application Miner T27 Backup - per server	\$ 10,000	\$ 3,000	\$ 6,000
CTC Client ToolBox - per developer	\$ 500	\$ 150	\$ 300
FMA (Unisys A Series only) - per PC	REMOVE	REMOVE	REMOVE
MultiBridge - per server	Price	Annual Support	24x7 Support Add on
MultiBridge Reporting Database	\$ 5,000	\$ 1,500	\$ 3,000
MultiBridge Enterprise Edition SSL	\$ 4,500	\$ 1,385	\$ 2,770
MultiBridge Java T27 Interface	\$ 5,000	\$ 1,500	\$ 3,000
MultiBridge Secure Tunnel	\$ 3,500	\$ 1,050	\$ 2,300
MultiBridge eWarrant	ADDED	\$ 5,000	\$ 10,000
FileSWEEP/Rapid	Price	Annual Support	24x7 Support Add on
ClearPath - per server			
Host Module - 1 Session	\$ 3,500	\$ 1,150	\$ 2,300
Host Module - 4 Session	\$ 10,500	\$ 3,450	\$ 6,900
Host Module - Unlimited	\$ 21,000	\$ 6,900	\$ 13,800
TCP/IP Transport Key	\$ 3,500	\$ 1,150	\$ 2,300

Rapid Virtual Server	\$ 3,500	\$ 1,150	\$ 2,300
32-bit Windows - per PC			
Windows 32-bit - 1 Session	\$ 350	\$ 115	\$ 230
Windows 32-bit - 4 Sessions	\$ 700	\$ 230	\$ 460
Windows 32-bit - Unlimited	\$ 1,400	\$ 460	\$ 920
UNIX - per Server			
UNIX - 1 Session	\$ 1,750	\$ 575	\$ 1,150
UNIX - 4 Sessions	\$ 3,500	\$ 1,150	\$ 2,300
UNIX - Unlimited	\$ 7,000	\$ 2,300	\$ 4,600
MVS (zSeries/OS/390) - per Server			
Host Module - 1 Session	\$ 3,500	\$ 1,150	\$ 2,300
Host Module - 4 Session	\$ 10,500	\$ 3,450	\$ 6,900
Host Module - Unlimited	\$ 21,000	\$ 6,900	\$ 13,800
TCP/IP Transport Key	\$ 3,500	\$ 1,150	\$ 2,300
iSeries - AS/400			
UNIX - 1 Session	\$ 3,500	\$ 1,150	\$ 2,300
UNIX - 4 Sessions	\$ 7,000	\$ 2,300	\$ 4,600
UNIX - Unlimited	\$ 14,000	\$ 4,600	\$ 9,200
Services	Price	Annual Support	24x7 Support Add on
Hourly Rate	\$ 171	N/A	N/A
Daily Rate	\$ 1,350	N/A	N/A



Agency: MI Department of Technology, Management and Budget
Contact: Matt Weiss
Phone: 517-256-9895
Email: weissm4@michigan.gov

Company: Core Technology Corporation
Contact: Jill McCready
Phone: 517-627-1521, ext. 64141
Email: jmccready@coretechcorp.com
Address: 5859 W. Saginaw Hwy, #217
City, State, Zip: Lansing, MI 48917

Hi Matt:

As requested, I am providing you with a 4-year maintenance quote by agency.

If you have any questions, please feel free to contact me at (800) 338-2117 ext. 64141.

Thank you,
 Jill

Michigan Department of Corrections							
Product	Qty	Each	10/1/20 to 9/30/21	10/1/21 to 9/30/22	10/1/22 to 9/30/23	10/1/23 to 9/30/24	10/1/24 to 2/7/25
Talon Client DSSL	113	\$ 100	\$11,300	\$11,300	\$11,300	\$11,300	\$4,003
MultiBridge Enterprise LEIN SSL Backup	1	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 266
Application Miner T27 Backup	1	\$3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$1,063
TalonPoint API	1	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 266
Application Miner T27 Server	1	\$5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$1,771
MultiBridge Enterprise LEIN	1	\$1,150	\$ 1,150	\$ 1,150	\$ 1,150	\$ 1,150	\$ 408
Talon Desktop Client	187	\$ 100	\$18,700	\$18,700	\$18,700	\$18,700	\$6,623
TOTAL			\$ 40,650	\$ 40,650	\$ 40,650	\$ 40,650	\$14,400

Michigan Department of Natural Resources							
Product	Qty	Each	10/1/20 to 9/30/21	10/1/21 to 9/30/22	10/1/22 to 9/30/23	10/1/23 to 9/30/24	10/1/24 to 2/7/25
CSB LEIN Subscription (includes 24x7 coverage)	7	\$ 450	\$3,150	\$3,150	\$3,150	\$ 3,150	\$1,116
TOTAL			\$ 3,150	\$3,150	\$3,150	\$ 3,150	\$1,116

Michigan Dept of Technology, Management & Budget							
Product	Qty	Each	10/1/20 to 9/30/21	10/1/21 to 9/30/22	10/1/22 to 9/30/23	10/1/23 to 9/30/24	10/1/24 to 2/7/25
MultiBridge Java T27 Station Interface	1	\$ 1,150	\$ 1,150	\$ 1,150	\$ 1,150	\$ 1,150	\$ 408
Java T27 Emulation	4	\$ 40	\$ 160	\$ 160	\$ 160	\$ 160	\$ 57
MultiBridge Enterprise T27 SSL	1	\$ 1,385	\$ 1,385	\$ 1,385	\$ 1,385	\$ 1,385	\$ 491
Enterprise PPT T27 Printing	750	\$ 15	\$ 11,250	\$ 11,250	\$ 11,250	\$ 11,250	\$ 3,985
Enterprise Java T27 SSL Client	750	\$ 50	\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500	\$ 13,282
24x7 Support Coverage for Enterprise Java T27 SSL Client	750	\$ 50	\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500	\$ 13,282
TOTAL			\$ 88,945	\$ 88,945	\$ 88,945	\$ 88,945	\$ 31,505

Michigan Public Safety Communication System							
Product	Qty	Amount	10/1/20 to 9/30/21	10/1/21 to 9/30/22	10/1/22 to 9/30/23	10/1/23 to 9/30/24	10/1/24 to 2/7/25
MultiBridge Secure Tunnel	1	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$372
MultiBridge Enterprise Edition T27 LEIN SSL	1	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$532
TOTAL			\$2,550	\$2,550	\$2,550	\$2,550	\$904

Michigan State Police							
Product	Qty	Amount	10/1/20 to 9/30/21	10/1/21 to 9/30/22	10/1/22 to 9/30/23	10/1/23 to 9/30/24	10/1/24 to 2/7/25
24x7 for 3 MultiBridge, 1 Secure Tunnel & 500 Talon	1	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$2,479
MultiBridge Enterprise T27 LEIN SSL	2	\$1,385	\$2,770	\$2,770	\$2,770	\$2,770	\$ 981
MultiBridge Secure Tunnel	1	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$372
MultiBridge Enterprise T27 LEIN SSL	1	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$531
Support 24x7 Access for 1 MultiBridge	1	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$531
MultiBridge Enterprise T27 LEIN SSL	1	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$531
Michigan Data Exchange	1	\$ -					
Talon Client DSSL	500	\$ 100	\$50,000	\$50,000	\$50,000	\$50,000	\$17,708
TalonPoint for Crime Lab	1	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$1,594
TalonPoint for AICS	2	\$3,750	\$7,500	\$7,500	\$7,500	\$7,500	\$2,656
TalonPoint for MIDRS	2	\$3,750	\$7,500	\$7,500	\$7,500	\$7,500	\$2,656
TalonPoint for SNAP	2	\$3,750	\$7,500	\$7,500	\$7,500	\$7,500	\$2,656
TalonPoint for BWI/PAWN	1	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$1,328
TalonPoint for Judicial Data Warehouse	2	\$3,750	\$7,500	\$7,500	\$7,500	\$7,500	\$2,656
Talon Crime Information Database	1	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$1,594
Talon Mixed Clients DSSL	20	\$ 100	\$2,000	\$2,000	\$2,000	\$2,000	\$708
Talon for TDEX	1	\$ -					
TDEX Hub	1	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$531
MultiBridge eWarrant	1	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$1,771
TOTAL			\$116,570	\$116,570	\$116,570	\$116,570	\$ 41,285

Michigan Judicial Information Services							
Product	Qty	Amount	10/1/20 to 9/30/21	10/1/21 to 9/30/22	10/1/22 to 9/30/23	10/1/23 to 9/30/24	10/1/24 to 2/7/25
MultiBridge Secure Tunnel with 24x7	1	\$2,284	\$2,284	\$2,284	\$2,284	\$2,284	\$809
TOTAL			\$2,284	\$2,284	\$2,284	\$2,284	\$809

CHANGE NOTICE NO. 9

This Change Notice No. 9 ("Change Notice") is made as of 1/29/2021 to the Software Licensing, Maintenance and Support Contract No. 071B6600047 dated February 9, 2016 between **CORE TECHNOLOGY CORPORATION ("CORE")** and **the State of Michigan ("CUSTOMER")** (the "Agreement"):

WHEREAS, CUSTOMER requested CORE to add terms regarding CORE's adherence to the FBI Criminal Justice Information Services policies to its Agreement;

WHEREAS, CORE and CUSTOMER desire to amend terms of the Agreement, as of the effective date of this Change Notice, as hereinafter provided;

NOW, THEREFORE, the parties agree as follows:

1. **Amendment of Agreement.** This Change Notice shall serve the purpose of amending those provisions of the Agreement that are expressly described herein. The provisions of the Agreement that are not expressly amended by this Change Notice shall remain in full force and effect. Where the terms of the Agreement conflict with those of this Change Notice, the terms of this Change Notice shall control.
2. **Confidential Information.** Section 17 - Confidentiality is hereby amended by adding the following paragraph as Section 17.6:

17.6 CJIS. To the extent required by applicable law, CJIS rule, or CJIS policy for CORE to perform its services set forth herein, CORE adheres to and must continue to adhere to all applicable FBI Criminal Justice Information Services ("CJIS") policies including, but not limited to, the CJIS Security Addendum approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7). Access to and use of Criminal Justice Information ("CJI") maintained in State of Michigan and FBI-managed criminal justice information systems by Contractor are subject to the Security Addendum, which is appended hereto and incorporated by reference.

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

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

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

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

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

1.00 Definitions

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

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

2.00 Responsibilities of the Contracting Government Agency.

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

3.00 Responsibilities of the Contractor.

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

4.00 Security Violations.

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

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

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

5.00 Audit

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

6.00 Scope and Authority

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

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

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

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

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

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

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

CERTIFICATION

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

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

Printed Name/Signature of Contractor Representative

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 8
 to
 Contract Number 071B6600047

CONTRACTOR	CORE TECHNOLOGY CORPORATION
	5859 W. Saginaw Highway #217
	Lansing, MI 48917
	Jill McCready
	517-489-4800
	jmccready@coretechcorp.com
CV0028021	

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

CONTRACT SUMMARY

SOFTWARE, SERVICES, MAINTENANCE AND SUPPORT (CORE)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 9, 2016	February 8, 2021	5 - 2 Year	February 8, 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"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,734,975.00	\$0.00	\$5,734,975.00		

DESCRIPTION

Effective 12/14/2020, the following amendment is hereby incorporated into the Contract for programming services related to the rewrite of the interface between the Law Enforcement Information Network (LEIN) and the Michigan Department of State (MDOS) Customer and Automotive Records system (CARS); the LEIN CARS Phase II Project. Total cost is \$8,000.00. No additional funding is needed at this time; existing funds are adequate to support this change.

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

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

AGENCY	NAME	PHONE	EMAIL
MSP	Kevin Collins	517-284-3046	CollinsK@michigan.gov
DTMB	Ramesh Devaram	517-898-6895	DevaramR@Michigan.gov
DTMB	Mark Wagner	517-898-4084	WagnerM2@michigan.gov



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

Project Title: Michigan State Police Talon LEIN Form Creations & Updates	Period of Coverage:
Requesting Department: Michigan State Police	Date: 10/06/2020
Agency Project Manager: Kevin Collins	Phone: 517-284-3046
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

Core Technology provides licensed software currently used for access to the State of Michigan's Law Enforcement Information Network (LEIN) and the state's data sharing network. It allows an end user to perform a single query to access LEIN as well as certain local and state information systems throughout Michigan and northwest Ohio. The primary software components for this project are MultiBridge and Talon client software.

PROJECT OBJECTIVE:

Project Management and technical services to enhance the Talon LEIN forms to meet new LEIN requirements.

SCOPE OF WORK:

This project will provide up to 40 hours custom development, implementation services, and project management services.

TASKS:

Technical support is required to assist with the following tasks:

- Remote Access to Michigan State Police (MSP) servers
- MSP environment/server preparation and planning
- Core software solution installation and configuration
- Solution testing and troubleshooting

DELIVERABLES:

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

Customer and Automotive Records System (CARS) Phase II project, March 2021 release:

- Consolidation of driver scan-line 47 Michigan Department of State (MDOS) processing codes. Core will configure the LEIN forms to display the below nine (9) codes, reduced from the previous

nineteen (19) driver codes. The nine (9) MDOS (scan-line 47) driver codes are as follows:

SCAN-LINE CODE	DEFINITION
35	Current Driver Status
35/SOSONLY	Current Driver Status – No LEIN Search
42	Complete Driving History
42C	Certified Complete Driving History
42C/SOSONLY	Certified Complete Driving History – No LEIN Search
27	Watercraft Status/History
28	Snowmobile Status/History
29	Off-Road Vehicle (ORV) Status/History
EC	Emergency Contact Query

- One new form for Michigan Digital Image Retrieval System (MiDIRS) query and MiDIRS historical query. This form will be user selectable via a drop-down menu to run message key DCQ (MiDIRS query) or DHQ (MiDIRS historical query). Search fields will include Name, Date of Birth, and Operator’s License Number (with appropriate scan-line codes). Core will create one form for both queries unless something such as the message keys or field requirements prevent that from being possible.
- OUIL/OUID Law Entry, Breath Update, and Breath Delete forms: Adding two new fields (Drug present [Y/N] and Drug Name [choose from drop-down list of drugs]). This will include five drop-down selections to send multiple drugs in one transaction. Send the City name in plain text instead of City/Township code.
- Removal of “Request Nlets Image” checkbox as a result of MDOS providing driver’s license images with each appropriate response.

OTHER CHANGES:

- Administrative Message, MIOC Request for Information, DD-200 form: Core will make changes to send correct XML.
- Criminal History form: National Instant Criminal Background Check System (NICS) purpose code drop-down list (scan-line 249) should only include 13, 14, 22, 23, 24, and 34 codes.
- Criminal History form: Remove Federal/State Firearm license scan-lines (250 and 251).
- Create new Abandoned Boat forms: Abandoned Boat forms will mirror the Abandoned Vehicle forms (Enter, Modify and cancel [Error, Sold, Scrapped, Redeemed, and Transferred]) and will use the same message keys. Boat Make and Boat Style pick lists will use the appropriate boat codes (instead of vehicle codes). Other fields should be changed as indicated in the table below,

ABANDONED BOAT	ABANDONED VEHICLE
Registration # (REG)	31 - Plate #
Reg State (RES)	31 - Plate State
Reg Yr Expire (REY)	31- Plate Date
Hull Serial # (BHN)	32 - VIN #
Model Year (BYR)	33- Vehicle Year
Boat Make (BMA)	Vehicle Make

ACCEPTANCE CRITERIA:

Acceptance criteria for the deliverables include:

Deliverables require formal written approval by the Agency/DTMB 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.

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.

Core Technology Corporation will abide by all applicable MSP and DTMB standards. The XML standards (GJXDM, NIEM, LEXS) will be leveraged in architecture and programming. All Core Technology employees have passed a criminal fingerprint background check as required by MSP.

PAYMENT SCHEDULE:

Technical Implementation and Project Management Services	\$8,000.00
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Payment will be made upon successful cutover to production and final acceptance of the Deliverables. DTMB will pay contractor upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Name Michelle Siwek
Department Core Technology Corporation
Area
Building/Floor
Address 5859 West Saginaw Highway #217
City/State/Zip Lansing, Michigan, 48917
Phone Number 800-338-2117
Fax Number 517-627-8944
Email Address msiwek@coretechcorp.com

The designated Agency Program Manager is:

Name Kevin Collins
Department Michigan State Police
Area
Building/Floor
Address 7150 Harris Drive
City/State/Zip Dimondale, MI 48821
Phone Number 517-284-3046
Fax Number 517-241-0865
Email Address CollinsK@michigan.gov

The designated DTMB Program Manager is:

Name Gordon Mayes
Department Department of Technology, Management and Budget
Area
Building/Floor
Address 7150 Harris Drive
City/State/Zip Dimondale, MI 48821
Phone Number 517-204-8026
Fax Number
Email Address MayesG1@michigan.gov

AGENCY RESPONSIBILITIES:

- Provide Core Technology Corporation staff with access to test and production environments.
- Provide all networking and connectivity for the project.
- Provide final acceptance of software/services in the test environment(s) before production.
- Provide hardware for test and production environment(s).
- Provide access to agency subject matter experts.
- Assist with the acquisition of any necessary approvals.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work remotely to complete the changes 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.



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

CONTRACT CHANGE NOTICE

Change Notice Number 7
 to
 Contract Number 071B6600047

CONTRACTOR	CORE TECHNOLOGY CORPORATION
	5859 W. Saginaw Highway #217
	Lansing, MI 48917
	Jill McCready
	517-489-4800
	jmcready@coretechcorp.com
CV0028021	

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

CONTRACT SUMMARY

SOFTWARE, SERVICES, MAINTENANCE AND SUPPORT (CORE)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 9, 2016	February 8, 2021	5 - 2 Year	February 8, 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"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$5,734,975.00	\$0.00	\$5,734,975.00

DESCRIPTION

Effective 12/9/2020, the following amendment is hereby incorporated into the Contract for services to upgrade Michigan State Police's (MSP) version of the Talon Client to the current version of Talon. Total cost is \$27,200.00. No additional funding is needed at this time; existing funds are adequate to support this change.

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

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

AGENCY	NAME	PHONE	EMAIL
MSP	Kevin Collins	517-284-3046	CollinsK@michigan.gov
DTMB	Ramesh Devaram	517-898-6895	DevaramR@Michigan.gov
DTMB	Mark Wagner	517-898-4084	WagnerM2@michigan.gov



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

Project Title: Michigan State Police Talon Portal Client/CTCStart Update	Period of Coverage:
Requesting Department: Michigan State Police	Date: 10/30/2020
Agency Project Manager: Mr. Kevin Collins	Phone: 517-284-3046
DTMB Project Manager: Mr. Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

Core Technology provides licensed software currently used for access to the State of Michigan's Law Enforcement Information Network (LEIN) and the state's data sharing network. It allows an end user to perform a single query to access LEIN as well as certain local and state information systems throughout Michigan and northwest Ohio. The primary software components for this project are MultiBridge and Talon client software.

PROJECT OBJECTIVE:

Project Management and technical services to move the Michigan State Police (MSP) version of the Talon Client, supported by the MSP Michigan Criminal Justice Information Network (MiCJIN) Portal, to the current version of Talon. The upgrade requires an enhanced portal authentication method and a migration plan for individuals and agencies.

SCOPE OF WORK:

This project will leave the configuration information in the MiCJIN Portal. Up to 130 hours of technical implementation and project management services.

Items addressed by this project:

1. MSP to adopt and implement Core's CTCStart Talon Client delivery method. The Talon client software being delivered includes its own version of Java, eliminating the reliance and potential cost of the Oracle version of Java currently required on all client machines.
2. MSP to adopt and implement Core's MultiBridge with the new OAuth Authentication specifically developed to allow Portal users to authenticate to the Portal using the new CTCStart delivery method.
3. Core to work with MSP to create a plan for delivering the new Talon Client to portal users and assist in such plan.

Items not addressed by this project:

1. Support for Talon Mail.
2. Support for Who's Where Instant Messaging.
3. Administrative Message routing.
4. Individual and group configurations in the MultiBridge.
5. Support for eWarrant participation.

TASKS:

Department of Technology, Management, and Budget (DTMB)/MSP assistance is required for the following items:

- MiCJIN Portal-specific OAuth Authentication MultiBridge design and implementation.
 - Proposed OAuth Authentication design: Talon will connect to a well-known URL (<https://micjindp.state.mi.us/nidp/oauth/nam/authz>) to pass known parameters. This web page will prompt Talon for a username/password and redirect to a “Core” protocol (not ‘http’). The token will be returned to Talon, which is then passed to the MSP MultiBridge for validation. The MSP MultiBridge will submit this token to another web service (<https://micjindp.state.mi.us/nidp/oauth/nam/tokeninfo>). If the validation fails from this web service, the MSP MultiBridge will receive an error message that is then routed back to Talon.
- MSP environment/server preparation and planning
- Core software solution installation and configuration
- Solution testing and troubleshooting
- Solution deployment to production environment
- Agency troubleshooting and support
- MSP environment and server clean-up once new solution is successfully deployed

DELIVERABLES:

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

- MiCJIN Portal-specific new OAuth authentication solution
- Documentation for the new updated MultiBridge and Talon client software
- MSP environment/server preparation and planning
- Project plan
- Core software solution installation and configuration
- Solution testing and troubleshooting
- Solution deployment to production environment
- Agency troubleshooting and support
- MSP environment and server clean-up once new solution is up and running, including a successful State of Michigan (SOM) Tennable server scan of both test and production multibridge servers.
- Project management services
- Final versions of the updated MultiBridge Server software and conversion to the new Talon Client and CTCStart delivery method

ACCEPTANCE CRITERIA:

Acceptance criteria for the deliverables include:

- MiCJIN Portal-specific OAuth Authentication solution

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.

Core Technology Corporation will abide by all applicable MSP and DTMB XML standards. All Core Technology employees have passed a criminal fingerprint background check as required by MSP.

PAYMENT SCHEDULE:

Technical Implementation and Project Management Services: \$27,200.00

The State will be invoiced \$13,600.00 upon delivery and configuration of the MiCJIN Portal-specific new OAuth authentication solution to the State's test environment. Payment will be made upon successful delivery, configuration, the State's ability to conduct testing, and upon approval of the Agency Program Manager.

The State will be invoiced for the remaining balance of \$13,600.00 upon successful cutover to production and final acceptance of all remaining Deliverables. Payment will be made upon successful cutover to production and final acceptance of all of the Deliverables.

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

EXPENSES:

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

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Name: Ms. Michelle Siwek
Department: Core Technology Corporation
Area:
Building/Floor:
Address: 5859 West Saginaw Highway #217
City/State/Zip: Lansing, Michigan, 48917
Phone Number: 800-338-2117
Fax Number: 517-627-8944
Email Address: msiwek@coretechcorp.com

The designated Agency Program Manager is:

Name: Mr. Kevin Collins
Department: Michigan State Police
Area:
Building/Floor:
Address: 7150 Harris Drive
City/State/Zip: Dimondale, MI 48821
Phone Number: 517-284-3046
Fax Number: 517-241-0865
Email Address: CollinsK@michigan.gov

The designated DTMB Program Manager is:

Name: Mr. Gordon Mayes

Department: Department of Technology, Management, and Budget
Area:
Building/Floor:
Address: 7150 Harris Drive
City/State/Zip: Dimondale, MI 48821
Phone Number: 517-204-8026
Fax Number:
Email Address: MayesG1@michigan.gov

AGENCY RESPONSIBILITIES:

- Provide Core Technology Corporation staff with access to test and production environments.
- Provide all networking and connectivity for the project.
- Provide final acceptance of software/services in the test environment(s) before production.
- Provide hardware for test and production environment(s).
- Provide access to agency subject matter experts
- Assist with site prep, planning, software delivery, delivery instructions, software testing, software troubleshooting, software go-live and support of client end users.
- Assist with the acquisition of any necessary approvals.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work remotely to complete the changes 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 a.m. to 5:00 p.m. are to be observed unless otherwise agreed to in writing. No overtime will be permitted.

**Core Technology Corporation Project Plan for Michigan State Police
MSP oAuth Authentication & CTCStart Talon Delivery Implementations
As of 9-25-2020**

Overview

The Java Applet feature will no longer be supported by Oracle. Since this is the current method for delivering Talon from the MSP Portal, an alternative method of delivery is needed.

Core has a tool called CTCStart that provides a way to launch a desktop application from jar files that are downloaded from MultiBridge. Prior to launching the application, it will check with MultiBridge to see if any of the jar files have changed and will download any jar files that are missing or have been updated.

Components of CTCStart:

There are two directories that will be placed in the c:\ctccore directory on the end user's PC.

1. An "approved" version of the Java Runtime Environment (JRE).
2. An application directory containing all of the files necessary for running CTCStart.

A Talon desktop shortcut will be created when CTCStart is run for the first time. After that, the user will run Talon by clicking on the shortcut.

Once these files are loaded on the user's computer the first time, all updates can be controlled from the server. The Talon code that is initiated via CTCStart is exactly the same Talon code that is currently launched as an applet. The only difference is how it is launched. All of the same security and authorization rules still are enforced.

Delivery of CTCStart:

Two methods of delivering the CTCStart components to users for the first time could be used:

1. Push the files to user desktops from DTMB as part of a general update.
2. Provide a web page on the Portal for non-state employees to use to download the files.

Authenticating users:

The state of Michigan has implemented a product called NetIQ Access Manager for identity management. One of its functions is authenticating users.

Users currently running Talon via the MSP portal sign into the Access Manager in one of two ways:

1. **Using a single sign on when logging into their Windows PC.** In this situation, they don't have to sign on again when accessing the portal or any applications launched from the portal, including Talon.
2. **When the user's PC doesn't use the Access Manager at computer log on time** (non-state employees), the user has to sign on the first time they access the portal. After that they don't have to sign on again when accessing any application launched from the portal, including Talon.

When accessing Talon via CTCStart, we will need to work with the Access Manager in different ways. There will be two new methods that correspond to the current methods:

1. **Using a single sign on when logging into the Windows PC.** In this situation, Talon will use their Windows user code to query the Access Manager to determine that they are already signed on. No further sign on will be required.
2. **When the user's PC doesn't use the Access Manager at computer log on time.** In this situation, Talon will need to ask the user for their user code. The user code will be used to query the Access Manager to determine if the user is already signed on. If so, they will be allowed to continue. If not, they will be presented with a sign on screen so they can provide their credentials. If they had signed onto the portal or they had previously signed in using Talon they won't have to provide their credentials again until the CJIS time limits expire.

Implementation details to be worked out between Core, MSP and DTMB:

- Details are needed for how the state's Access Manager is configured for authentication
 1. What information is required to be passed in order to authenticate or to check to see if the user is already authenticated?
 2. How do we register Talon as an authorized client application?
 3. Who is in charge of the Access Manager at the state?
 4. What approvals are required for our application to access the Access Manager?
 5. Is there information available about how the Portal uses the Access Manager that we can see as an example?
 6. How do we add test users to the development instance of Access Manager?
 7. Is there a web page we can call to initiate the sign on process when we determine that the user is not signed on? This may be needed for RSA SecurID handling.
 8. Would it be better for Talon to ask the user for their credentials and then pass them to the Access Manager for processing?

Requirements:

- Michigan State Police assistance will be needed for the following tasks:
 1. Information and assistance with connecting to the Access Manager at the state
 2. IP and port will be needed for both the production and development instances of Access Manager
 3. Core personnel will need access and permissions to install another instance of the MultiBridge server software in a different directory on the same LEIN Test and LEIN Production servers already in place. That second MultiBridge LEIN server software instance would mimic the

setup & requirements of the current production LEIN MultiBridge and Test LEIN MultiBridge. The only difference is that it will have an updated version of the MultiBridge server software with the new OAuth authentication method enabled to allow portal users to authenticate properly to the State when using the CTCStart Talon client.

4. In addition to the normal MultiBridge LEIN ports, we will need port 2030 opened from portal users to the new OAuth MultiBridge LEIN Server to allow portal users to gradually migrate over to the new OAuth authentication instead of moving all portal users at once. We will also need port 2018 opened for the TLS v1.2 authentication that we are currently using for users to connect to the State using TLS v1.2 instead of older versions.
5. A new MultiBridge LEIN station will need to be created for the new OAuth MultiBridge LEIN server installs.
6. MSP and Core assistance will both be needed throughout the implementation, testing and go-live process. MSP assistance will be especially needed during the testing phase. MSP portal testers will be needed to test the new OAuth authentication and CTCStart Talon delivery. An initial implementation plan has been created below. We can update and/or modify the plan as needed once Core and MSP site down to finalize the details of the implementation plan at the start of the official project.

Implementation Plan:

1. MSP and Core team meetings to discuss OAuth MB LEIN server update and CTCStart Talon client delivery to make sure everyone is on the same page and any concerns are addressed.
 - a. A joint implementation plan will be discussed and created taking into consideration any MSP and/or Core team questions or concerns.
 - b. Once implementation plan is approved by MSP and Core, the plan will be distributed to the team and the necessary MSP tickets submitted for server and network access/permissions.
2. MSP OAuth MultiBridge Server software and CTCStart network prep
 - a. We will need to install another instance of the MultiBridge server software in a different directory on the current LEIN test and LEIN production servers.
3. MSP environment prep for new software installs and testing. This prep will most likely include network and firewall changes to allow access to the new MultiBridge server software installs and the CTCStart client files.
4. Core installation and configuration of the new OAuth MultiBridge LEIN server software and CTCStart files on both the test and production environments.
5. MSP and Core software user testing prep
 - a. Core to provide MSP with the new client shortcut files and instructions.
 - b. MSP to determine the best way to provide new shortcut out to the MSP portal users.
6. Internal MSP, MSP Portal users and Core testing needed to test the new OAuth MultiBridge authentication and CTCStart Talon delivery.
7. Once software implementation approved by MSP, MSP and Core to move new OAuth MultiBridge server into production.
8. New CTCStart Production shortcut testing
 - a. MSP internal users, Portal Users and Core to test new CTCStart shortcut and delivery method in the production environment.
9. Support Plan
 - a. MSP to notify and train help desk users on the changes
 - b. Core to work with MSP and the Help desk to create a plan on the best way to provide support assistance as needed to help troubleshoot portal user issues once live.
10. MSP client software delivery to MSP Portal Users
 - a. MSP to decide on best way to distribute and notify MSP portal users of the new Talon shortcut
 - b. MSP provide instructions on how to receive new Talon files and launch the Talon software going forward.
11. New OAuth and CTCStart Go-Live

12. Server and client software cleanup

- a. Once new OAuth MultiBridge LEIN server is in place the previous test files can be removed.
- b. Once new CTCStart Talon delivery method is in place the old Talon client files and shortcuts can be removed.



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CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
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CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **071B6600047**

CONTRACTOR	CORE TECHNOLOGY CORPORATION
	5859 W. Saginaw Highway #217
	Lansing, MI 48917
	Jill McCready
	517-489-4800
	jmccready@coretechcorp.com
CV0028021	

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

CONTRACT SUMMARY

SOFTWARE, SERVICES, MAINTENANCE AND SUPPORT (CORE)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 9, 2016	February 8, 2021	5 - 2 Year	February 8, 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"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,724,975.00	\$10,000.00	\$5,734,975.00		

DESCRIPTION

Effective 12/3/2019, the Michigan Department of Natural Resources LED is adding \$10,000.00 to the Contract for the Core Service Bureau LEIN subscription. These funds are sufficient to cover the remaining years of the Contract (2/8/2021).

Please note, the State Contract Administrator has been changed to Matt Weiss.

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

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

AGENCY	NAME	PHONE	EMAIL
MSP	Kevin Collins	517-284-3046	CollinsK@michigan.gov
DTMB	Ramesh Devaram	517-898-6895	DevaramR@Michigan.gov
DTMB	Mark Wagner	517-898-4084	WagnerM2@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 **5**

to

Contract Number **071B6600047**

CONTRACTOR	CORE TECHNOLOGY CORPORATION
	5859 W. Saginaw Highway #217
	Lansing, MI 48917
	Jill McCready
	517-489-4800
	jmccready@coretechcorp.com
CV0028021	

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

CONTRACT SUMMARY

SOFTWARE, SERVICES, MAINTENANCE AND SUPPORT (CORE)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 9, 2016	February 8, 2021	5 - 2 Year	February 8, 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"/>		February 8, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,681,900.00	\$43,075.00	\$5,724,975.00		

DESCRIPTION

Effective November 5, 2019, the Michigan Department of Corrections is adding \$40,650.00 and the Michigan Public Safety Communication System is adding \$2,425.00 to this contract for an annual software support renewal. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
MSP	Kevin Collins	517-284-3046	CollinsK@michigan.gov
DTMB	Ramesh Devaram	517-898-6895	DevaramR@Michigan.gov
DTMB	Mark Wagner	517-898-4084	WagnerM2@michigan.gov



Software Support Renewal Quote

Core Technology Corporation
 Jill McCready, jmccready@coretechcorp.com
 5859 W. Saginaw Highway, #217
 Lansing, MI 48917-2460
 Phone: 517-627-1521, ext. 64141

Notice Date: June 7, 2019
Expiration Date: Sept. 30, 2019
Federal ID: 38-2383186
State Contract: 071B6600047

Contact: Brad Stoddard, Director of MPSCS
Agency: Michigan Public Safety Communication System

Annual Software Support Includes:
 Unlimited toll free telephone support
 (M-F, 8:00am to 5:00pm EST, excluding
 Holidays), Internet Support, FTP
 Support and Product Updates.

Original PO	Product Description	Coverage	Start	End	Qty	Cost	TOTAL
084N9200837	MultiBridge Secure Tunnel	Standard	10/1/2019	9/30/2020	1	\$1,050	\$1,050
DOIT1 190000000460	MultiBridge Enterprise Edition T27 LEIN SSL (prorated for 11 months)	Standard	11/1/2019	9/30/2020	1	\$1,375	\$1,375
TOTAL:							\$ 2,425

To process this renewal, please send a Purchase Order to my attention at jmccready@coretechcorp.com, or fax it to me at (517)627-8944. If you have any questions, please feel free to contact me at (800) 338-2117 ext. 64141.

Thank you for your business.

Jill McCready



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 **4**
 to
 Contract Number **071B6600047**

CONTRACTOR	CORE TECHNOLOGY CORPORATION
	4735 Westshire Drive
	Lansing, MI 48917
	Jill McCready
	517-489-4800
	jmccready@caliberpublicsafety.com
	CV0028021

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

CONTRACT SUMMARY				
SOFTWARE, SERVICES, MAINTENANCE AND SUPPORT (CORE)				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
February 9, 2016	February 8, 2021	5 - 2 Year	February 8, 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"/>		February 8, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,564,205.00	\$117,695.00	\$5,681,900.00		
DESCRIPTION				
Effective 10/18/2019, the parties add \$117,695.00 for DTMB Data Center Operation's annual software support renewal detailed in the attached quote. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
MSP	Kevin Collins	517-284-3046	CollinsK@michigan.gov
DTMB	Ramesh Devaram	517-898-6895	DevaramR@Michigan.gov
DTMB	Mark Wagner	517-898-4084	WagnerM2@michigan.gov



Software Support Renewal Quote

Core Technology Corporation
 Jill McCready, jmccready@coretechcorp.com
 5859 W. Saginaw Highway, #217
 Lansing, MI 48917-2460
 Phone: 517-627-1521, ext. 64141

Notice Date: June 17, 2019
Expiration Date: Sept. 30, 2019
Federal ID: 38-2383186
State Contract: 071B6600047

Contact: Kemal Tekinel, DTMB
Agency: Michigan Department of Technology, Management and Budget

Annual Software Support Includes:
 Unlimited toll free telephone support
 (M-F, 8:00am to 5:00pm EST, excluding
 Holidays), Internet Support, FTP
 Support and Product Updates.

Original PO	Product Description	Coverage	Start	End	Qty	Cost	TOTAL
084N9200837	MultiBridge Java T27 Station Interface	Standard	10/1/2019	9/30/2020	1	\$1,150	\$1,150
084N9200837	Java T27 Emulation	Standard	10/1/2019	9/30/2020	4	\$ 40	\$160
084N9200837	MultiBridge Enterprise T27 SSL	Standard	10/1/2019	9/30/2020	1	\$1,385	\$1,385
084N9200837	Enterprise PPT T27 Printing	Standard	10/1/2019	9/30/2020	1000	\$ 15	\$15,000
084N9200837	Enterprise Java T27 SSL Client	24x7	10/1/2019	9/30/2020	1000	\$ 50	\$50,000
084N9200837	Support 24x7 Access	24x7	10/1/2019	9/30/2020	1000	\$ 50	\$50,000

TOTAL: \$117,695

To process this renewal, please send a purchase order to my attention at jmccready@coretechcorp.com, or fax it to me at (517)627-8944. If you have any questions, please feel free to contact me at (800) 338-2117 ext. 64141.

Thank you for your business.

Jill McCready



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 **3**

to

Contract Number **071B6600047**

CONTRACTOR	CORE TECHNOLOGY CORPORATION
	4735 Westshire Drive
	Lansing, MI 48917
	Jill McCready
	517-489-4800
	jmmcready@caliberpublicsafety.com
CV0028021	

STATE	Program Manager	Various	MSP
	Contract Administrator	Sean Regan	DTMB
		(517) 243-8459	
		regans@michigan.gov	

CONTRACT SUMMARY

SOFTWARE, SERVICES, MAINTENANCE AND SUPPORT (CORE)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 9, 2016	February 8, 2021	5 - 2 Year	February 8, 2021
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"/>		February 8, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,564,205.00	\$0.00	\$5,564,205.00		

DESCRIPTION

Effective December 3, 2018, the Michigan State Police (MSP) using existing funds on the contract and paying \$14,400.00 to move the Core Technology Software currently installed on the production and test MultiBridge servers to the new MSP/DTMB Virtual Data Center. MSP is also paying \$6,000 for Core training and MultiBridge enhancements for eWarrant, per the attached quotes. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
MSP	Kevin Collins	517-284-3046	CollinsK@michigan.gov
DTMB	Ramesh Devaram	517-898-6895	DevaramR@Michigan.gov



STATEMENT OF WORK

Project Title:	Core Technology MultiBridge Server Software Move to New MSP/DTMB Virtual Data Center	Period of Coverage:
Requesting Department:	Michigan State Police	Date: 10/15/2018
Agency Project Manager:	Kevin Collins	Phone:
Technology Contract Liaison:	Gordon Mayes	Phone:

BACKGROUND

Core Technology provides licensed software currently used for access to the State of Michigan's Law Enforcement Information Network (LEIN) and the state's data sharing network. It allows an end user to perform a single query to access information from local, county and state systems throughout Michigan and northwest Ohio, and the state's law enforcement information system. The primary software components for these projects are MultiBridge, TalonPoint®, Talon Crime Information Database (CID), Talon Crime Analysis, and Talon client software.

PROJECT OBJECTIVE

Project Management and Technical Services to move the Core Technology software currently installed on the production and test MultiBridge servers to the new MSP/DTMB Virtual Data Center.

DELIVERABLES

Project deliverables will be considered complete when they are formally accepted by the Project Managers.

- Virtual Data Center MultiBridge Server Software Environment Planning
- Virtual Data Center MultiBridge Server Software Environment Preparation
- Virtual Data Center MultiBridge Server Software Installation and Configuration
- Virtual Data Center MultiBridge Server Software Testing
- Virtual Data Center MultiBridge Server Software Troubleshooting
- Project Management

SERVICES	COST
Up to 80 hours of Technical Implementation Services and Project Management Services	\$14,400.00
Total	\$14,400.00

SPECIFIC STANDARDS

Core Technology Corporation will abide by all applicable MSP and MDTMB standards. The Global Justice Reference Architecture and XML standards (GJXDM, NIEM, LEXS) will be leveraged in architecture and programming. All Core Technology employees have passed a criminal fingerprint background check as required by MSP.

AGENCY RESPONSIBILITIES & ASSUMPTIONS

- Provide Core Technology Corporation staff with access to test and production environments
- Provide all networking and connectivity for the project
- Provide final acceptance of software/services in the test environment(s) before production

- Provide hardware for test and production environment(s)
- Provide access to agency subject matter experts
- Assist with the acquisition of any necessary approvals

PAYMENT TERMS:

Payment shall be considered timely if received within thirty (30) days after invoice. Core Technology Corporation shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a Purchase Order issued against the current contract. Software license fees are invoiced and due upon receipt of the order. Annual Support fees are invoiced and due after software implementation. First year software subscription fees are due upon receipt of order, and at each anniversary thereafter. Service fees are invoiced 50% upon receipt of order and 50% at completion of services. This price quote does not include tax.

LOCATION OF WHERE WORK IS TO BE PERFORMED

Core Technology Corporation will perform, manage and complete the work outlined under this statement from the following locations:

- Core Technology Corporation: 7435 Westshire Drive · Lansing, MI 48917
- Michigan State Police
- At Law Enforcement agency (where appropriate)

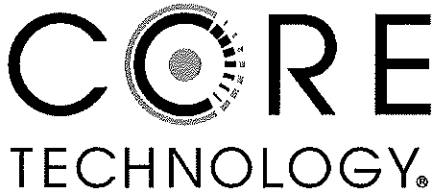
EXPECTED WORK HOURS AND CONDITIONS

Standard working hours are 8:00 am to 5:00 pm EST, Monday through Friday.

PROJECT CONTACTS:

Core Technology Project Manager
Michelle Siwek
msiwek@coretechcorp.com

Core Technology Sales Representative
Rodney Ford
rodney@coretechcorp.com



A DIVISION OF  HARRIS
N. Harris Computer Corporation

Quotation/Order Form

Quote #: CORE-0000433
 Quote Date: September 19, 2018
 Expiration Date: September 28, 2018

Quote For: Kevin Collins
 Michigan State Police
 Address: 333 S. Grand Ave
 City, State Zip: Lansing, MI 48913

Prepared By: Rodney Ford
 Phone:
 Email: rford@coretechcorp.com

Service				
PRODUCT NAME	DESCRIPTION	QTY	PRICE	LINE TOTAL
Core - Training	MultiBridge Enhancement for eWarrant	1	\$1,000.00	\$1,000.00
SUBTOTAL				\$1,000.00

Maintenance				
PRODUCT NAME	DESCRIPTION	QTY	PRICE	LINE TOTAL
MultiBridge Enhancement for eWarrant	MultiBridge Enhancement for eWarrant	1	\$5,000.00	\$5,000.00
SUBTOTAL				\$5,000.00

TOTAL: \$6,000.00

Terms and Conditions:

This is a price quote for the product and/or services names above, it is valid through the expiration date. Core Technology Corporation reserves the right to withdraw this price quote if it is not accepted by the expiration date.

1. This Order Authorization form incorporates by reference the following document(s) between Core and Customer:
 - o Software License Agreement; and (if applicable)
 - o Core Service Bureau terms and conditions; and (if applicable)
 - o Statement of Work.
2. Any purchase order provided by Customer is valid only for purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within the purchase order shall be binding on Core Technology Corporation.
3. Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
4. Each party executing this Order Authorization acknowledge and warrant that [he][she] is duly authorized by Core and/or the Customer to execute this Order Authorization on Core's and/or the Customer's behalf.
5. Unless otherwise marked on the actual invoice, payment terms are net-30 days from the date of invoice.
6. Transmission of images of signed Order Authorization forms by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed document Transmission of images of signed Quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

FOR THE CONTRACTOR:

CORE TECHNOLOGY CORPORATION

Company Name

J B McCready

Authorized Agent Signature

Jim B. McCready

Authorized Agent (Print or Type)

12/3/18

Date

FOR THE STATE:

Sean Regan

Signature

Sean Regan, Category Analyst

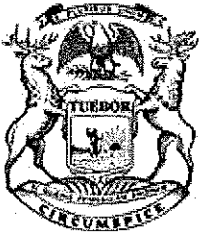
Name and Title

DTMB Procurement

Agency

12/3/2018

Date



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

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

CONTRACT CHANGE NOTICE

Change Notice Number 2
to
Contract Number 071B6600047

CONTRACTOR	CORE TECHNOLOGY CORPORATION
	4735 Westshire Drive
	Lansing, MI 48917
	Jill McCready
	517-489-4800
	jmccready@caliberpublicsafety.com
	CV0028021

STATE	Multi	MULTI
	Multi	
	Multi	
	Timothy Taylor	DTMB
	(517) 249-0395	
	taylor27@michigan.gov	

CONTRACT SUMMARY

CORE SOFTWARE, SERVICES, MAINTENANCE AND SUPPORT - STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 9, 2016	February 8, 2021	5 - 2 Year	February 8, 2021

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"/>		February 8, 2021

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$5,564,205.00	\$0.00	\$5,564,205.00

DESCRIPTION

Effective 6/1/2018, the program managers have been updated as follows:

MSP PM:	Kevin Collins	517-284-3046	CollinsK@michigan.gov
DTMB PM:	Ramesh Devaram	517-898-6895	DevaramR@michigan.gov

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Ramesh Devaram	517-898-6895	DevaramR@michigan.gov
MSP	Kevin Collins	517-284-3046	CollinsK@michigan.gov



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

CONTRACT CHANGE NOTICE

Change Notice Number **1**

to

Contract Number **071B6600047**

CONTRACTOR	CORE TECHNOLOGY CORPORATION
	4735 Westshire Drive
	Lansing, MI 48917
	Jill McCready
	517-489-4800
	jmcready@caliberpublicsafety.com
	*****3186

STATE	Program Manager	David Roach	DTMB-IT
		517-241-2220	
		RoachD2@Michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7000	
		toppingj@michigan.gov	

CONTRACT SUMMARY

CORE SOFTWARE, SERVICES, MAINTENANCE AND SUPPORT - STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 9, 2016	February 8, 2021	5 - 2 Year	February 8, 2021

PAYMENT TERMS	DELIVERY TIMEFRAME
	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		February 8, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,564,205.00	\$0.00	\$5,564,205.00		

DESCRIPTION

Effective 7/13/2017 this contract is amended to incorporate the following changes per the attached document CN 1- Attachment 1 changes.
All other terms, conditions, specification, and pricing remain the same. Per vendor agreement and DTMB procurement approval.

Attachment 1 Changes

The following attachment is added to Contract 071B6600047. This attached document references Changes that need to be completed regarding contact information and contract management personnel.

Changes Entail:

1. Change Jill McCready email to jmccready@caliberpublicsafety.com
2. New Contractor Contract Administrator:
Karen Hicks, Director of Contracts
Email: legal_caliberpublicsafety@harriscomputer.com
Phone: 613-226-5511 x2671
3. New State Contract Administrator:
James Topping
4. New primary Support Services email: core-support@caliberpublicsafety.com
5. Under Exhibit A, Core Support Contact List, Mike Connick is listed at the Escalation Contact for support.
Mike is no longer involved in support, please change to:
Jill McCready, Director of Support Services
Work number: 800-338-2117 ext. 541
Cell Number: 517-488-4763

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

NOTICE OF CONTRACT NO. 071B6600047

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Core Technology Corporation 7435 Westshire Drive Lansing, MI 48917	Jill McCready	jbmccready@coretechcorp.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(517) 489-4800	#3186

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DTMB-IT	David Roach	(517) 241-2220	RoachD2@michigan.gov
CONTRACT ADMINISTRATOR	DTMB-Procurement	Christine Mitchell	517-284-7020	Mitchellc4@michigan.gov

CONTRACT SUMMARY

DESCRIPTION:
 CORE Software, Services, Maintenance and Support - Statewide

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 Years	2/9/2016	2/8/2021	5, 2 Year Options
PAYMENT TERMS	F.O.B.	SHIPPED TO	
NA	NA	NA	

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

NA

MISCELLANEOUS INFORMATION

Core Technology products and services support several departments in the State of Michigan. The State of Michigan uses Core Technology software to provide data mining, data sharing, high-speed file transfer, cross-platform host access and terminal emulation that allows a user to access and process information from terminals or personal computers. Core Technology Solutions allow the ability to access data from a single database or an unlimited number of databases. Users are able, but not limited to:

- Access data from the desktop, in car or on a handheld device
- Share Information easily with TalonPoint connectors
- Use the Talon tools to solve crimes easier
- Customize the Talon Suite to the agency's needs
- Add on to Talon products as needed

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION \$5,564,205.00

For the Contractor:

John Doerer,
Contract Administrator

Date

Core Technology Corporation

For the State:

Sharon Walenga-Maynard,
Sourcing Director, DTMB Procurement
State of Michigan

Date



STATE OF MICHIGAN

CONTRACT TERMS Software Licensing, Maintenance and Support Contract

This Software Licensing, Maintenance and Support Contract (this “**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Core Technology Corporation (“**Contractor**”), a Michigan corporation. This Contract is effective on February 9, 2016 (“**Effective Date**”), and unless earlier terminated, will expire on February 8, 2021 (the “**Term**”).

This Contract may be renewed, at the State’s sole discretion, for up to **5** additional **2-year** periods. Renewal will 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 8.5**.

“**Acceptance Tests**” means such tests as may be conducted in accordance with **Section 8** 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 23.3(b)(ii)**.

“**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 Services**” means any and all services performed by any Authorized User for the State for or in connection with the State’s use of the Software or Documentation in accordance with this Contract, including any services comprising or relating to the analysis, development, delivery, installation, configuration, integration, testing, deployment, maintenance, support, repair, storage, copying, modification, enhancement, improvement or disaster recovery of, or training of Authorized Users concerning, the Software or Documentation.

“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 17.1**.

“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 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 7.2**.

“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 28.1**.

“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 26.1**.

“Force Majeure” has the meaning set forth in **Section 29.1(a)**.

“Harmful Code” means any: (a) virus, trojan horse, worm, backdoor or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any Person, or otherwise prevent, restrict or impede the State's or any Authorized User's use of such software.

“HIPAA” has the meaning set forth in **Section 16.1**.

“Implementation Fees” has the meaning set forth in **Section 13.2**.

“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 8.1(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 13.1**.

“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 the schedule attached as **Schedule C**, setting forth the service level agreement for Support Services, any corresponding Support Services Fees 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 3.3**.

“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.

“Permitted Subcontractor” has the meaning set forth in **Section 5.5**.

“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 B**, setting forth the License Fees and Implementation Fees, and any other fees, rates and prices payable under this Contract, except for Support Services Fees (which are covered under the Maintenance and Support Schedule).

“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.

“Services” means any of the services Contractor is required to or otherwise does provide under this Contract, the Statement of Work, or the Maintenance and Support Schedule as more fully described in the body of this Contract, the Statement of Work, and the Maintenance and Support Schedule.

“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 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, or Documentation 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 16.1**.

“**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 6.1(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 21**.

“**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.

“**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 or the Maintenance and Support Schedule.

“**Support Services Fees**” has the meaning set forth in **Section 13.3**.

“**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 7.2**.

“**Test Estimates**” has the meaning set forth in **Section 7.2**.

“**Testing Period**” has the meaning set forth in **Section 8.1(b)**.

“**Third Party**” means any Person other than the State or Contractor.

“**Transition Period**” has the meaning set forth in **Section 20.3**

“**Transition Responsibilities**” has the meaning set forth in **Section 20.3**.

“**Unauthorized Removal**” has the meaning set forth in **Section 5.4(b)**.

“**Unauthorized Removal Credit**” has the meaning set forth in **Section 5.4(c)**.

“**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.

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 20**. 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, as applicable:

(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 20**.

(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 Maintenance and 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 a world-wide, perpetual, royalty-free, irrevocable, nonexclusive right and license to use the Software and Documentation for any and all State business purposes in accordance with the terms and conditions of this Contract ("**License Agreement**").

3.1 Right to Copy. The State may copy the Software as may be necessary for the intended use of such Software throughout the State. The State agrees that the immediate intended use of the Software does not require copies of the Software other than for archival or backup purposes. If, at any time, the need arises for the State to make copies other than for archival or backup purposes, the State will promptly notify Contractor in writing and provide Contractor with all information necessary for Contractor to evaluate the necessity of such copies.

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

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

3.4 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.

4. Software Implementation.

4.1 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.

4.2 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.

5. 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.

5.1 State Standards.

(a) The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--,00.html>.

(b) To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see http://michigan.gov/cybersecurity/0,1607,7-217-34395_34476---,00.html. 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.

(c) Contractor is not authorized to make changes to any State systems without prior written authorization from the State's Project Manager. Any changes Contractor makes to any State systems with the State's approval must be done according to applicable State procedures, including security, access, and configuration standards.

5.2 Contractor Personnel.

(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.

(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.

5.3 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.

(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 5.3(c)**. Such replacement will be subject to the State's prior written approval.

5.4 Contractor's Key Personnel.

(a) The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State'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 20.1**.

(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 20.1**, 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.

5.5 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.

6. State Obligations.

6.1 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) providing Contractor Personnel with such access to the Site(s) and Operating Environment as is necessary for Contractor to perform its obligations on a timely basis as set forth in the Statement of Work.

6.2 State Project Manager. Throughout the Term of this Contract, the State will maintain 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.

7. Pre-Delivery Testing.

7.1 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 the most up-to-date 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.

7.2 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**").

8. Acceptance Testing; Acceptance.

8.1 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 8** 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 Configuration to the Software under the Statement of Work, additional Acceptance Tests will be performed on the configured 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 8.1**, **Section 8.3**, and **Section 8.4**.

(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.

8.2 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 8.3** and **Section 8.4**.

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

- (i) notify Contractor in writing of Non-Conformities the State has observed in the Software and of the State's non-acceptance thereof, whereupon the parties' rights, remedies and obligations will be as set forth in **Section 8.3** and **Section 8.4**; 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.

8.3 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 8.1(a)** or **Section 8.2(c)(i)**, identifying any Non-Conformities.

8.4 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 8**;

- (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 20.1**.

8.5 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 8.2(b)**, or **Section 8.2(c)(ii)**.

9. Training. Contractor shall provide training, at the rates set forth in the Pricing Schedule, 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.

10. Maintenance Releases; New Versions

10.1 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.

10.2 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.

10.3 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 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 that has been developed and tested by Contractor and Accepted 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.

11. Support Services

11.1 Support Services. Contractor shall provide the State with the Support Services described in the Maintenance and Support Schedule. 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 13** and the rates set forth in the Maintenance and Support Schedule.

12. Source Code Escrow

12.1 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.

13. Fees

13.1 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 13**.

13.2 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 or in the Statement of Work, 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 13**.

13.3 Support Service Fees. In consideration of Contractor providing the Support Services as required under the Maintenance and Support Schedule, the State shall pay to Contractor the Support Services fees (the "**Support Service Fees**") set forth in the Maintenance and Support Schedule, subject to and in accordance with the terms and conditions of this Contract, including the applicable provisions of the Maintenance and Support Schedule and this **Section 13**.

13.4 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 13.4**.

(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.

13.5 Administrative Fee And Reporting.

(a) The Contractor must remit an administrative fee of 1% on all payments remitted to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), excluding Support Service Fees. 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.

(b) Itemized purchasing activity reports must be mailed to DTMB-Procurement and the administrative fee payments shall be made by check payable to the State of Michigan and mailed to:

**The Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909**

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

14. Invoices and Payment.

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

14.2 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/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

14.3 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.

14.4 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 14.4** or any dispute arising therefrom.

14.5 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.

15. Intellectual Property Rights

15.1 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 15.1(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.

15.2 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.

16. State Data.

16.1 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 16.1** survives termination or expiration of this Contract.

16.2 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) 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 16.2** survives termination or expiration of this Contract.

16.3 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. This **Section 16.3** survives termination or expiration of this Contract.

17. 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 17** survives termination or expiration of this Contract.

17.1 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.

17.2 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 17.2**.

17.3 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.

17.4 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.

17.5 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.

18. 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.

19. ADA Compliance. If the Services are required to be compliant with the Americans with Disabilities Act or Section 508 of the Workforce Rehabilitation Act of 1973, such compliance requirements shall be specified in the Statement of Work.

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

20.1 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 20.1**, 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 20.2**.

(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.

(d) Contractor may terminate this Contract for cause, after providing the State with at least a 30 day notice to cure, if the State fails to pay, in accordance with this Contract, in excess of \$25,000 in properly invoiced and undisputed Fees.

20.2 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 20.3**. 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.

20.3 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 120 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.

20.4 Survival. This **Section 20** survives termination or expiration of this Contract.

21. 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.

22. Contractor Representations and Warranties.

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

(a) It is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) It has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;

(c) The execution of this Contract by its Representative has been duly authorized by all necessary organizational action; and

(d) When executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.

(e) Contractor is 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

(f) If any of the certifications, representations, or disclosures made during the negotiations leading to this Contract change, the Contractor is required to report those changes immediately to the Contract Administrator.

22.2 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 and 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 and 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.

22.3 Performance Warranty and Limited Remedy.

(a) Contractor warrants that during the Warranty Period:

- (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;
- (ii) any media on which any Software or Documentation is delivered will be free of any damage or defect in design, material or workmanship, and will remain so under ordinary use as contemplated by (A) this Contract and, with respect to the Software, (B) the Documentation; and
- (iii) 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.

(b) If the Contractor breaches any of the warranties set forth in this **Section 22.3**, Contractor will, upon written notice from the State and at Contractor's sole cost and expense, remedy such breach in accordance with the Maintenance and Support Schedule, including the time periods set forth in such schedule. In the event Contractor fails to remedy such breach on a timely basis, the State will be entitled to such remedies as are specified in the Maintenance and Support Schedule or as may otherwise be available under this Contract, at law or in equity for breach of its Maintenance and Support obligations. Nothing in this **Section 22.3** limits the State's right to indemnification under **Section 23**.

22.4 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.

23. Indemnification

23.1 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).

23.2 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 23**, 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.

23.3 Infringement Remedies.

(a) The remedies set forth in this **Section 23.3** 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 20.1**.

(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.

24. Liquidated Damages. The parties agree that any delay or failure by Contractor to timely perform its obligations in accordance with the Implementation Plan and Milestone Dates agreed to by the parties 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.

24.1 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.

24.2 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 20.1**, 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.

24.3 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.

25. Damages Disclaimers and Limitations.

25.1 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.

25.2 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.

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

26.1 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.

26.2 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.

26.3 Application. This **Section 26** applies to Contractor, any Affiliate, and any Permitted Subcontractor that performs Services in connection with this Contract.

27. Insurance

27.1 Required Coverage.

(a) **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by 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	
<p><u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations</p> <p><u>Deductible Maximum:</u> \$50,000 Each Occurrence</p>	<p>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 0.</p>
Umbrella or Excess Liability Insurance	
<p><u>Minimal Limits:</u> \$1,000,000 General Aggregate</p>	<p>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.</p>
Automobile Liability Insurance	
<p><u>Minimal Limits:</u> \$1,000,000 Per Occurrence</p>	<p>Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.</p>
Workers' Compensation Insurance	
<p><u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.</p>	<p>Waiver of subrogation, except where waiver is prohibited by law.</p>

Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Professional Liability (Errors and Omissions) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate <u>Deductible Maximum:</u> \$50,000 Per Loss	
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: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

(b) If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

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

(d) Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20

calendar days 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.

27.2 Non-waiver. This **Section 27** 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).

28. Dispute Resolution.

28.1 Unless otherwise specified in the Statement of Work, the parties will endeavor to resolve any Contract dispute in accordance with **Section 28** (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.

28.2 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 28** does not limit the State’s right to terminate this Contract.

29. General Provisions

29.1 Force Majeure.

(a) Force Majeure Events. Subject to **Section 29.1(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.

29.2 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.

29.3 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.

29.4 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.

29.5 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 29.5**):

If to Contractor: Core Technology Corporation
7435 Westshire Drive, Lansing, MI 48917

Email: jbmccready@coretechcorp.com

Attention: Jill McCready

If to State: Christine Mitchell
525 W. Allegan St., 1st FLR. NE

Lansing, MI 48909-7526

Email: Mitchellc4@michigan.gov

Attention: Christine Mitchell, CPPB
Senior Buyer Specialist
DTMB Procurement, State of Michigan

Notices sent in accordance with this **Section 29.5** 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.

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

29.7 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 20.1**, 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 29.7** is void.

29.8 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.

29.9 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.

29.10 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.

29.11 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.

29.12 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 29.12**.

29.13 Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its Permitted Subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

29.14 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.

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

Schedule A	Statement of Work
Schedule B	Pricing Schedule
Schedule C	Maintenance and Support Schedule

29.16 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.

29.17 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.

29.18 Compliance with Laws. Contractor and its Representatives must comply with all Laws in connection with this Contract.

29.19 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.

29.20 Entire Agreement. This Contract, together with all Schedules, Exhibits, and the Statement of Work constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter 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 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 (SOW)

1.000 Project Identification

1.001 Project Request

The purpose of this Contract is to provide a master agreement for the maintenance and support of existing and the ability to purchase new Core Technology products and maintenance for use by State departments and MiDEAL partners as required. Future service work to be performed will be identified by participating agencies and requested through separate SOWs.

1.100 Scope of Work and Deliverables

1.101 In Scope

Subject to the terms and conditions of this Contract, Contractor will make available for purchase the following products and services at the SOM price listed in Schedule B Pricing:

- A. All Core Technology software products.
 - a. There is no commitment that the State will purchase any additional Core Technology software products.
- B. Core Technology maintenance and support for current and future purchased software products.
 - a. Contractor will provide Maintenance and Support for existing and any new software as defined within Maintenance and Support Schedule C.
- C. Future Core Technology services.
 - a. There is no commitment that the State will purchase any future Core Technology services.

The Terms and Conditions of this Contract will apply for any future products or services unless agreed by DTMB Procurement through an executed Change Notice.

Future products and services:

The State reserves the right to purchase additional software licenses and corresponding maintenance and support, and services on an as needed basis. The State intends to establish funding over the life of the Contract for such reserve. There is no guarantee as to the level of funding, if any, available.

Future products and services will be identified in each individual project Statement of Work(s) (SOW). Contractor must provide a detailed description of the infrastructure requirements for the software proposed. For example, the database, operating systems (including versions), and hardware required for maximum effectiveness of the software. Describe the proposed architecture, technology standards, and programming environment.

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 with corresponding Purchase Order (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 Terms.

Statements of Work:

Unless otherwise agreed by the parties, each Statement of Work will include, as applicable:

- Background

- Project Objective
- Scope of Work
- Milestones
- Deliverables
- Acceptance Criteria
- Project Control and Reports
- Specific Department Standards
- Payment Schedule including cost savings
- Project Contacts
- Contractor and Agency Roles and Responsibilities and Assumptions
- Location of Where the Work is to be performed
- Expected Contractor Work Hours and Conditions
- Project Plan and Control* (see below)

*Project Plan

In addition to the Statement of Work, the Contractor will provide a Project Plan 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.

1. In particular, the Project Plan will include a MS Project plan or equivalent (check the SUITE/PMM standard):
 - a. A description of the deliverables to be provided under this contract.
 - b. Target dates and critical paths for the deliverables.
 - c. Identification of roles and responsibilities, including the organization responsible. Contractor is to provide a roles and responsibility matrix.
 - d. The labor, hardware, materials and supplies required to be provided by the State in meeting the target dates established in the Project Plan.
 - e. Internal milestones
 - f. Task durations
2. The Project Plan shall include the following deliverable/milestones for which payment shall be made.
 - a. Payment to the Contractor will be made upon the completion and acceptance of the deliverable or milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been completed.
 - b. Failure to provide deliverable/milestone by the identified date may be subject to liquidated damages.

Project Control

1. The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at <http://www.michigan.gov/suite>
 - a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing services under the Contract. The tool shall have the capability to produce:
 - Staffing tables with names of personnel assigned to tasks.
 - Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all services to be performed for the duration of the project, updated semi-monthly, or in an agreed upon timeframe).
 - Updates must include actual time spent on each task and a revised estimate to complete.
 - Graphs showing critical events, dependencies and decision points during the course of the Contract.

- b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

1.102 Out Of Scope

The purchase of hardware and peripherals are out of scope.

1.103 Environment

The links below provide information on the State's Enterprise information technology (IT) policies, standards and procedures which includes security policy and procedures, 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. Contractor is required to review all applicable links provided below and state compliance in their response.

Enterprise IT Policies, Standards and Procedures:

http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html

All software and hardware items provided by the Contractor must run on and be compatible with the DTMB Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by DTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The DTMB Project Manager must approve any tools, in writing, before use on any information technology project.

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The State's Project Manager must approve any changes, in writing, and DTMB, before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:

<http://www.michigan.gov/documents/dmb/1210.32.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

The State's security environment includes:

- DTMB Single Login.
- DTMB provided SQL security database.
- Secured Socket Layers.
- SecureID (State Security Standard for external network access and high risk Web systems)

DTMB requires that its single - 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.

Look and Feel Standard

All software items provided by the Contractor must be ADA complaint and adhere to the Look and Feel Standards www.michigan.gov/somlookandfeelstandards.

The State Unified Information Technology Environment (SUITE):

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: <http://www.michigan.gov/suite>

Agency Specific Technical Environment

The Contractor must support all Agencies current and future technical environment.

Contractor must comply with current FBI Criminal Justice Information Services (CJIS) Security Policy requirements.

1.200 Roles and Responsibilities

1.201 Contractor Staff, Roles, And Responsibilities

A. Contractor Staff

The Contractor has identified, **Rodney Ford** as the Single Point of Contact (SPOC) for the State/MiDEAL authorized personnel to facilitate inquiries and communications relating to the Contract. The duties of the SPOC shall include, but not be limited to:

- supporting the management of the Contract,
- facilitating dispute resolution, and
- provide performance reporting 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.

Each future individual Statement of Work will identify State Staff, Roles, and Responsibilities. Per individual Statement of Works, the Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work. 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. 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. 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.

B. On Site Work Requirements

1. Location of Work

The work may, as approved by the State, be performed remotely providing the contractor adheres to all State of Michigan and specific Agency security requirements. Specific work locations will be detailed in future individual Statement of Works.

2. Hours of Operation:

- a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.

- c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

3. Travel:

- a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.
- b. Travel time will not be reimbursed.

4. Additional Security and Background Check Requirements:

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

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

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

1.202 State Staff, Roles, And Responsibilities

The State has identified a Program Manager. The duties of the Program Manager shall include, but not be limited to:

- supporting the management of the Contract,
- facilitating dispute resolution if not resolved between Contractor and State Business Owner,
- Review and sign-off of invoices for annual maintenance and support renewals,
- Utilize change control procedures,
- Advise of performance under the terms and conditions of the Contract.

Name	Agency/Division	Title
Dave Roach	DTMB	Program Manager

The State has identified the following agency Business Owners. The duties of the Business Owner shall include, but not be limited to:

- supporting the management of the Contract,
- facilitating dispute resolution and informing the State Program Owner if not resolved,
- Review and sign-off of all applicable invoices for their business area,
- Utilize change control procedures,

Name	Agency/Division	Title
Kevin Collins	MSP	Business Owner

DTMB shall provide a Contract Administrator whose duties shall include, but not be limited to, supporting the management of the Contract.

Name	Agency/Division	Title
Christine Mitchell	DTMB - Procurement	Contract Administrator

1.203 Other Roles And Responsibilities

Each future individual Statement of Work will identify State Staff, Roles, and Responsibilities

1.300 Contract Management

1.301 Contract Meetings

Kick-off Meeting

Contractor will work with the State's Program Manager to arrange an official project kick-off meeting as follows:

Within 30 calendar days from execution of the Contract, the Contractor will be required to facilitate an initiation/orientation meeting for the Contractor to present, including but not limited to the following: content and procedures of the Contract including Contractor and State resources and responsibilities, issue and risk mitigation plan and tools (see Section 1.303 and 1.304), etc. Any tool(s) used by Contractor for such purposes must be in a manner and format that will support reporting in compliance with the State standards. The meeting must be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor.

Performance Review Meetings

The State will require the Contractor to attend quarterly meetings, at a minimum, to review the Contractor's performance under the Contract and the monthly reports per Section 1.302. The meetings will be held in Lansing or Dimondale, 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.

The State may request other meetings, as it deems appropriate, and the Contractor's appropriate representative will attend at no additional cost to the State.

1.302 Reports

Reporting formats must be submitted to the State's Program Manager for approval within ten (10) business days after the execution of the Contract. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

Contractor will report within 15 days following the end of each month to the State Program Manager, all purchases made by the SOM and MiDEAL partners from this Contract. At a minimum, the report shall include:

- Summary of activity during the report period, per agency
 - PO Number
 - Customer Name (State Agency/Municipality)
 - Bill to contact name & address, and ship to customer name
 - Individual Future Product/Services Engagements:
 - Description, payment schedule by category (Cost of Software, Support, Services, Deliverable, Hours, etc. Total Cost)
 - Invoice # and Invoice Date, total invoice amount, total paid amounts
- Action Item Status
- Issue Log Activity
- Maintenance and support activity

Any additional specific reports will be defined in each future individual Statement of Work(s).

1.303 Issue Management

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Program Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue.
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description

Issues shall be escalated per Schedule C Maintenance and Support. If resolution is not achieved, issues shall be escalated to the DTMB Program Manager identified in this Contract.

1.304 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.

The risk management plan will be developed within 30 calendar days from execution of the Contract, 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.. 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.

1.305 Change Management

Change management is defined as the process to communicate, assess, monitor, and control all changes to this Contract Terms. The State also employs change management in its administration of the Contract. Changes identified per Section 2.4 in the Terms and Conditions Change Control Process, will be executed through DTMB Procurement as outlined in the process here below.

If a proposed contract change is needed and approved by the impacted State Agency and the State Program Manager, the Program Manager will submit a request for change to the Department of Technology, Management and Budget, Procurement Buyer (Contract Administrator), who will make recommendations to the Director of DTMB-Procurement regarding ultimate approval/disapproval of change request. If the DTMB Procurement Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the DTMB-Procurement Buyer will

issue an addendum to the Contract, via a Contract Change Notice. **Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DTMB-Procurement, risk non-payment for the out-of-scope/pricing products and/or services.**

The Contractor must employ change management procedures to handle such things as “out-of-scope” requests or changing business needs of the State while the migration is underway.

The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

1.500 Compensation and Payment

1.501 Compensation And Payment

Contractor will provide pricing and discount terms, per the attached Schedule B Pricing.

The Contractor will not be paid for any costs attributable to corrections of any errors or omissions that have been determined by the SOM's DTMB Program Manager to be caused by the Contractor.

Contractor will submit an Administrative Fee, per the terms and conditions of this Contract.

The State will pay maintenance and support charges on an annual basis after the warranty period set forth in any future individual Statement of Work (s). The Contractor must prorate the term of the annual licensing maintenance and support (after the warranty period) in correspondence to the State's appropriate Fiscal Year end date (9/30/XX). 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.

The State reserves the right to determine whether payment shall be made on a time and material basis and/or on completion and acceptance of specified Milestones/Deliverables (fixed-firm basis) for any future individual Statement of Work (s). Payments will be paid no more than monthly.

If Contractor reduces its price for any of the software or services during the term of this Contract, the SOM shall have the immediate benefit of such lower prices from that date through the remainder of the Contract. Contractor shall send notice to the DTMB Program Manager with the reduced prices within twenty (20) Business Days of the reduction taking effect.

Invoicing: Contractor will submit properly itemized invoices to “Bill To” Address on Purchase Order. Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

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.

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

1.502 Holdback

The State shall have the right to hold back an amount equal to percent 15% of all amounts invoiced by Contractor for any future individual Statement of Work(s) until such time as the State has indicated its Acceptance in accordance with Section 8.5 of the Contract .

STATE OF MICHIGAN

Schedule B PRICING

Maintenance and Support Renewal Costs

Prices are firm for the duration of the Contract

Support Renewal for Michigan Department of Technology, Management and Budget RAM 2/10/16								
MI Dept of Corrections - #5116								
Code	Product	Discription	Support Coverage	Start Date	End Date	Quantity	Cost	Extended Cost
084N9200837	TalD	Talon client DSSL	Standard	10/1/201	9/30/20	113	\$ 100	\$ 11,300
084N9200837	MEJTLDB	MultiBridge Enterprise LEIN SLL	Standard	10/1/201	9/30/201	1	\$ 750	\$ 750
084N9200837	AMBST27	Aplication Miner T27 Backup	Standard	10/1/201	9/30/20	1	\$ 3,000	\$ 3,000
084N9200837	TALAPI	TalonPoint API	Standard	10/1/201	9/30/201	1	\$ 750	\$ 750
TOTAL								\$ 15,800
MI Dept of Technology Management and Budget - #433								
084N9200837	ML3SJTD	MultiBridge Java T27 Station	Standard	10/1/201	9/30/20	1	\$ 1,150	\$ 1,150
084N9200837	BIJTE	Java T27 Emulation	Standard	10/1/201	9/30/201	4	\$ 40	\$ 160
084N9200837	FSR31	FileSWEEP/Rapid 32-bit 1 Session	Standard	10/1/201	9/30/20	3	\$ 115	\$ 345
084N9200837	FSRA1	FileSWEEP/Rapid 1 session Unisys Host	Standard	10/1/201	9/30/201	1	\$ 1,150	\$ 1,150
084N9200837	FSRAT	FileSWEEP/Rapid TCP/IP Key for Unisys	Standard	10/1/201	9/30/201	1	\$ 1,150	\$ 1,150
084N9200837	MEJTD	MultiBridge Enterprise T27 SSL	Standard	10/1/201	9/30/20	1	\$ 1,385	\$ 1,385
084N9200837	BIJTP	Enterprise PPT T27 Printing	Standard	10/1/201	9/30/201	1000	\$ 15	\$ 15,000
084N9200837	EECLIENTJD	Enterprise Java T27 SSL Client	24x7	10/1/201	9/30/20	1000	\$ 50	\$ 50,000
084N9200837	24HRSUP	Support 24x7 Access	24x7	10/1/201	9/30/201	1000	\$ 50	\$ 50,000
Total								\$ 120,340
MI Dept of Natural Resources - #444								
084N9200837	24HRSUP	Support 24x7 Access - (1-MEJTD)	24x7	10/1/201	9/30/20	1	\$ 1,385	\$ 1,385
084N9200837	24HRSUP	Support 24x7 Access - (1-MBSTD)	24x7	10/1/201	9/30/20	1	\$ 1,050	\$ 1,050
084N9200837	MBSTD	MultiBridge Secure Tunnel	24x7	10/1/201	9/30/20	1	\$ 1,050	\$ 1,050
084N9200837	MEJTLD	MultiBridge Enterprise T27 Lein SSL	24x7	10/1/201	9/30/201	1	\$ 1,385	\$ 1,385
TOTAL								\$ 4,870
MI Dept of State - #855								
084N9200837	BIJTE	CTCBridge Java T27 Emulation	Standard	10/1/201	9/30/20	300	\$ 40	\$ 12,000
084N9200837	BIWB	Client Toolbox Developer - Win	Standard	10/1/201	9/30/20	1	\$ 150	\$ 150
084N9200837	MEJIT	MultiBridge Enterprise T27	Standard	10/1/201	9/30/20	1	\$ 1,150	\$ 1,150
TOTAL								\$ 13,300
MI Dept of State Police - #2061								
084N9200837	24HRSUP	Support 24x7 Access	24x7	10/1/201	9/30/201	1	\$ 7,000	\$ 7,000
084N9200837	24HRSUP	Support 24x7 Access	24x7	10/1/201	9/30/20	1	\$ 1,500	\$ 1,500
084N9200837	MBSTD	MultiBridge Secure Tunnel	24x7	10/1/201	9/30/20	1	\$ 1,050	\$ 1,050
084N9200837	MEJTLD	MultiBridge Enterprise Edition T27	24x7	10/1/201	9/30/20	2	\$ 1,385	\$ 2,770
084N9200837	MEJTLD	MultiBridge Enterprise Edition T27	24x7	10/1/201	9/30/201	1	\$ 1,500	\$ 1,500
084N9200837	MEJTLD	MultiBridge Enterprise Edition T27	24x7	10/1/201	9/30/201	1	\$ 1,500	\$ 1,500
084N9200837	CSBR	Core Service Bureau for Mobile	24x7	10/1/201	9/30/201	1	\$ 450	\$ 450
084N9200837	CSBR	Core Service Bureau for Eugene	24x7	10/1/201	9/30/20	1	\$ 450	\$ 450
084N9200837	CSBR	Core Service Bureau for Ellis	24x7	10/1/201	9/30/20	1	\$ 450	\$ 450
084N9200837	CSBR	Core Service Bureau for Daniel	24x7	10/1/201	9/30/201	1	\$ 450	\$ 450
084N9200837	CSBR	Core Service Bureau for CSB REDRUM	24x7	10/1/201	9/30/201	1	\$ 450	\$ 450
084N9200837	TALD	Talon Client DSSL	Standard	10/1/201	9/30/201	500	\$ 100	\$ 50,000
084N9202727	TALM	Talon Mixed Client DSSL	Standard	10/1/201	9/30/20	20	\$ 100	\$ 2,000
084N9200837	TALPTDB	TalonPoint for Crime Lab	Standard	10/1/201	9/30/201	1	\$ 4,500	\$ 4,500
084N9200837	TALPTAICS	TalonPoint for AICS	Standard	10/1/201	9/30/201	2	\$ 3,750	\$ 7,500
084N9200837	TALPTDB	TalonPoint for MIDRS	Standard	10/1/201	9/30/20	2	\$ 3,750	\$ 7,500
084N9200837	TALPTDB	TalonPoint for SNAP	Standard	10/1/201	9/30/201	2	\$ 3,750	\$ 7,500
084N9200837	TALPTDB	TalonPoint for BWI/PAWN	Standard	10/1/201	9/30/20	1	\$ 3,750	\$ 3,750
084N9200837	TALPTDB	TalonPoint	Standard	10/1/201	9/30/20	2	\$ 3,750	\$ 7,500
084N9202727	TALCAC	Talon Crime Analysis Client	Standard	10/1/201	9/30/201	20	\$ 100	\$ 2,000
084N9202727	TALCID	Talon Crime Information Database	Standard	10/1/201	9/30/20	1	\$ 4,500	\$ 4,500
TOTAL								\$ 114,320
MI Public Safety Communications System - #31655								

084N9200837	MBSTD	MultiBridge Secure Tunnel - for MPSCS	Standard	10/1/201	9/30/201	1	\$ 1,050	\$ 1,050
TOTAL								\$ 1,050
PACC/PAAM- #30999								
084N9200837	MEJLD	MultiBridge Enterprise Edition T27	Standard	10/1/201	9/30/201	1	\$ 1,385	\$ 1,385
084N9200837	TALPTDB	TalonPoint for PACC/PAAM	Standard	10/1/201	9/30/20	1	\$ 3,750	\$ 3,750
TOTAL								\$ 5,135
TOTAL								\$ 274,815

SUPPORT SERVICE LEVELS

STANDARD SUPPORT HOURS OF OPERATION

Monday through Friday

8:00am to 5:00pm, EST

Excluding customary U.S. holidays observed by Core Technology

PHONE

Toll Free for US and Canada: 800-338-2117

All others: 517-627-1521

Core Technology Technical Support is available to Software Support subscribers for maximizing product use and assistance when needed.

STANDARD SOFTWARE SUPPORT

For customers under an annual support contract, please contact us: Monday through Friday, 8:00am to 5:00pm, EST (Excluding customary U.S. holidays observed by Core Technology).

- Unlimited toll-free telephone support: 800-338-2117
- Free product version upgrades and enhancements
- FTP software delivery and updates

For customers not under an annual support contract, phone support is still available on an hourly basis. During standard support hours, the cost is \$150.00/hour with the first hour billed up front. If you are not under an annual contract, you are not entitled to product updates or enhancement.

24X7 SUPPORT COVERAGE

Any coverage that falls outside the standard support hours (Monday-Friday, 8:00am-5:00pm, excluding holidays) is considered 24x7 support. For annual 24x7 pricing information, please contact your account representative.

For customers that are not under an annual 24x7 contract, phone support is available on an hourly basis. The cost is \$300.00/hour with the first hour billed up front.

TECHNICAL SUPPORT VIA THE WEB

Core Technology's online technical support website is intended for use by current maintenance customers only. Our website provides the following support information and services:

- Contact our support department 24 hours a day for technical assistance by [email](#) or from our [home page](#)
- Access our on-line technical support page for [documentation or training video's](#)
- [List of the latest versions of software](#)
- [Create and log support incidents online](#)

EMAIL

Access the form on our website or email your question to us at support@coretechcorp.com. Please include:

- Full Name
- Company Name
- Contact Information (phone number(s) and email)
- Core Technology product name and version
- Operating system
- Question or description of the problem with as much detail as possible

We reserve the right to make changes to our Technical Support services from time to time, while remaining consistent with your license agreement.

PROCESS OVERVIEW

When calling into our headquarters during Basic Support hours, you are greeted by our company receptionist who takes your name and company name, then connects you with one of our Support Representatives (SR). If all SRs are assisting other customers, you are given the opportunity to hold or to have a member of our SR team return your call as soon as one is available. If a call is placed outside of Basic Support hours, your call is routed to our after-hours call center.

A technical support ticket with a unique number is created for each issue or request. If you call with several issues, we may create separate tickets. The ticket number is used to track and update your issue as we work to resolve it.

IMPORTANT!

Critical service issues may require that one of your representatives (employee or contractor) remain on site to work with a Core Technology SR.

SEVERITY LEVEL ASSIGNMENT

When contacting Technical Support, you should work with the SR to assign one of the following severity levels to your incident:

SEVERITY LEVEL	DESCRIPTION/CRITERIA	INITIAL RESPONSE TIME (FROM THE TIME CORE IS NOTIFIED OF THE PROBLEM)	BEST METHOD FOR CONTACTING CORE TECHNOLOGY
1- Critical	A system, server or major application is down or seriously affected, or data is lost or corrupted and there is no reasonable workaround.	One (1) Hour	Phone
2- High	A system, server, or application is impaired, affecting your business productivity. There is no workaround currently available, or the workaround is cumbersome to use.	Four (4) Business Hours	Phone
3- Medium	A non-critical, limited problem. It does not hinder operation or it can be temporarily circumvented or avoided, or there is an available workaround.	Eight (8) Business Hours	E-mail or Web
4- Low	Non-critical problems or general questions.	Eight (8) Business Hours	E-mail or Web

Price List for New Software, Annual Support and Services

Prices are firm for the duration of the Contract



CORE TECHNOLOGY CORPORATION
 Software Price List for the State of Michigan
 Rev. 1/27/16

Talon™ Clients - per Concurrent User	Price	Annual Support	Annual 24x7 Support Add On
Talon Desktop	\$ 350	\$ 100	\$ 200
Talon MDC with CAD interface	\$ 350	\$ 100	\$ 200
Talon Crime Analysis	\$ 350	\$ 100	\$ 200
Talon MDC	\$ 350	\$ 100	\$ 200
Embedded Talon Clients	\$ 350	\$ 100	\$ 200
Talon Whos Where	\$ 100	\$ 30	\$ 60
Talon Bulletins	\$ 100	NA	NA
Talon Mail	\$ 100	NA	NA
Core Secure Document Client	\$ 100	\$ 30	\$ 60
Data Sharing - per Agency. Requires Additional Services to Implement.	Price	Annual Support	Annual 24x7 Support Add On
Talon Crime Information Database	\$ 20,000	\$ 6,000	\$ 12,000
TalonPoint	\$ 15,000	\$ 6,000	\$ 12,000
TalonPoint API	\$ 2,500	\$ 750	\$ 1,500
Core Secure Document	\$ 3,000	\$ 900	\$ 1,800
CID NDEx Publisher	\$ 3,000	\$ 900	\$ 1,800
Authentication Tools - Requires Additional Services to Implement.	Price	Annual Support	Annual 24x7 Support Add On
TAM & CAM			
10 or less Users	\$ 2,500	\$ 750	\$ 1,500
11 to 25 Users	\$ 4,000	\$ 1,200	\$ 2,400
26 to 50 Users	\$ 7,000	\$ 2,100	\$ 4,200
51 to 99 Users	\$ 10,000	\$ 3,000	\$ 6,000
100 to 250 Users	\$ 14,000	\$ 4,200	\$ 8,400
251 to 500 Users	\$ 17,000	\$ 5,100	\$ 10,200
500 to 1000 Users	\$ 20,000	\$ 6,000	\$ 12,000
Fail Over Server an Add'l 50% of above Rates			
IAM per User per Year	\$ 42	NA	NA
Core Service Bureau Access Annual Subscription	Price	Annual Support	Annual 24x7 Support Add On
Talon Access to LEIN - per Concurrent User	\$ 600	NA	NA
Talon Mobile App - LEIN per User	\$ 250	NA	NA
Talon Mobile App - Field Contact per User	\$ 250	NA	NA
TDEx Hub per Agency	\$ 1,500	NA	NA
CTCBridge® Terminal Emulation	Price	Annual Support	Annual 24x7 Support Add On
CTCBridge Java T27 Emulation - per Concurrent User	\$ 200	\$ 40	\$ 80
CTCBridge Enterprise Edition - per Concurrent User	\$ 125	\$ 40	\$ 80
CTCBridge Enterprise Edition SSL - per Concurrent User	\$ 150	\$ 50	\$ 100
CTCBridge Enterprise Edition PPT - per Concurrent User	\$ 35	\$ 15	\$ 30
Talon Hooks per Agency	\$ 2,500	\$ 750	\$ 1,500
Application Miner T27 - per Server	\$ 20,000	\$ 6,000	\$ 12,000
Application Miner T27 Backup - per Server	\$ 10,000	\$ 3,000	\$ 6,000
CTC Client Toolbox - per Developer	\$ 500	\$ 150	\$ 300
FMA (Unisys A Series only) - per PC	\$ 400	\$ 150	\$ 300



CORE TECHNOLOGY CORPORATION
 Software Price List for the State of Michigan
 Rev. 1/27/16

MultiBridge - per Server	Price	Annual Support	Annual 24x7 Support Add On
MultiBridge Reporting Database	\$ 5,000	\$ 1,500	\$ 3,000
MultiBridge Enterprise Edition SSL	\$ 4,500	\$ 1,385	\$ 2,770
MultiBridge Java T27 Interface	\$ 5,000	\$ 1,500	\$ 3,000
MultiBridge Secure Tunnel	\$ 3,500	\$ 1,050	\$ 2,300
FileSWEEP®/Rapid™	Price	Annual Support	Annual 24x7 Support Add On
Clear Path - per Server			
Host Module - 1 Session	\$ 3,500	\$ 1,150	\$ 2,300
Host Module - 4 Sessions	\$ 10,500	\$ 3,450	\$ 6,900
Host Module - Unlimited	\$ 21,000	\$ 6,900	\$ 13,800
TCP/IP Transport Key	\$ 3,500	\$ 1,150	\$ 2,300
Rapid Virtual Server	\$ 3,500	\$ 1,150	\$ 2,300
32-bit Windows - per PC			
Windows 32-bit - 1 Session	\$ 350	\$ 115	\$ 230
Windows 32-bit - 4 Sessions	\$ 700	\$ 230	\$ 460
Windows 32-bit - Unlimited	\$ 1,400	\$ 460	\$ 920
UNIX - per Server			
UNIX - 1 Session	\$ 1,750	\$ 575	\$ 1,150
UNIX - 4 Sessions	\$ 3,500	\$ 1,150	\$ 2,300
UNIX - Unlimited	\$ 7,000	\$ 2,300	\$ 4,600
MVS (zSeries/OS/390) - per Server			
Host Module - 1 Session	\$ 3,500	\$ 1,150	\$ 2,300
Host Module - 4 Sessions	\$ 10,500	\$ 3,450	\$ 6,900
Host Module - Unlimited	\$ 21,000	\$ 6,900	\$ 13,800
TCP/IP Transport	\$ 3,500	\$ 1,150	\$ 2,300
iSeries - AS/400 - per Server			
Host Module - 1 Session	\$ 3,500	\$ 1,150	\$ 2,300
Host Module - 4 Sessions	\$ 7,000	\$ 2,300	\$ 4,600
Host Module - Unlimited	\$ 14,000	\$ 4,600	\$ 9,200
Services	Price	Annual Support	Annual 24x7 Support Add On
Hourly Rate	\$ 171		
Daily Rate (8 hours)	\$ 1,350		
Services include but are not limited to: Technical Services, initial consultation and specification, business requirements, application design, development, packaging and configuration for agency specific use, creating test environment if necessary, testing services, technical support services and assistance. documentation. knowledge transfer/transition. Project Management. Training.			

SCHEDULE C
MAINTENANCE AND SUPPORT

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.

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

"Error" means any failure of the Software to operate in all material respects in accordance with the Specifications and, to the extent consistent with and not limiting of the Specifications, the Documentation, including any problem, failure or error referred to in the Service Level Table.

"First Line Support" means the identification, diagnosis and correction of Errors by the provision of the following Support Services by help desk technicians sufficiently qualified and experienced to identify and Resolve the State's Support Requests reporting these Errors: (a) telephone and email assistance; and (b) access to technical information on the Contractor's website for proper use of the Software.

"Contract" means the Contract to which this Schedule relates.

"Out-of-scope Services" means any of the following: (a) any services requested by the State and performed by Contractor in connection with any apparent Software Error that the State and Contractor agree in writing has been caused by a State Cause; and (b) any Second Line Support requested by the State and provided by an individual requested by the State whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request, provided that an appropriately qualified or experienced individual was available at the time when the Second Line Support was sought.

"Resolve" and the correlative terms, **"Resolved"**, **"Resolving"** and **"Resolution"** each have the meaning set forth in **Section 2.2**.

"Schedule" means this Schedule C to the Contract.

"Second Line Support" means the identification, diagnosis and correction of Errors by the provision of on-site technical support at the State's premises by a qualified individual on the Contact List.

"Service Credits" means the service credits specified in **Section 5.1**.

"**Service Levels**" means the defined Error severity levels and corresponding required service level responses, response times, Resolutions and Resolution times referred to in the Service Level Table.

"**Service Level Table**" means the table set out in **Section 2.2**.

"**Severity Level 1 Error**" has the meaning set forth in the Service Level Table.

"**Severity Level 2 Error**" has the meaning set forth in the Service Level Table.

"**Severity Level 3 Error**" has the meaning set forth in the Service Level Table.

"**Severity Level 4 Error**" has the meaning set forth in the Service Level Table.

"**State Cause**" means any of the following causes of an Error, except, in each case, any such causes resulting from any action or inaction that is authorized by this Schedule or the Contract, specified in the then-current Specifications or Documentation, or otherwise authorized in writing by Contractor: (a) any grossly negligent or improper use, misapplication, misuse or abuse of, or damage to, the Software by the State; (b) any maintenance, update, improvement or other modification to or alteration of the Software made solely by the State; or (c) any use by the State of any Third-party Materials that Contractor has not provided or caused to be provided to the State.

"**State Systems**" means the State's information technology infrastructure, including the State's computers, software, databases, electronic systems (including database management systems) and networks.

"**Support Fees**" has the meaning set forth in **Section 3.1**.

"**Support Hours**" means the level of Support Service the State has purchased in accordance with **Schedule B**, Pricing.

"**Support Period**" means the period of time beginning on the date the State has Accepted the Aggregate Software under the Contract and ending on the date the Contract expires or is terminated.

"**Support Request**" has the meaning set forth in **Section 4.1**.

"**Support Services**" means Contractor's support of the Software, including First Line Support and Second Line Support, but excluding any Out-of-scope Services.

"**Third-party Products**" means all third-party software, computer hardware, network hardware, electrical, telephone, wiring and all related accessories, components, parts and devices that Contractor has not provided or caused to be provided to the State under the Contract.

2. Support Services. Contractor shall perform all First Line Support, Second Line Support and other Support Services during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the Contract, including the Service Levels and other Contractor obligations set forth in this **Section 2**.

2.1 Support Service Responsibilities. Contractor shall:

- (a) respond to and Resolve all Support Requests in accordance with the Service Levels;
- (b) provide unlimited First Line Support to the State during all Support Hours by means of the telephone number: 800-338-2117 and e-mail address: support@coretechcorp.com;
- (c) provide Second Line Support to the State in accordance with **Section 2.3**;
- (d) provide the State with online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and
- (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.

2.2 Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. "**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:

Severity Level of Error	Definition	Required Service Level Response and Response Time	Required Service Level Resolution Time
1	Critical: A system, server or major application is down or seriously affected, or data is lost or corrupted and there	Contractor shall acknowledge receipt of a Support Request within one hour.	Contractor shall Resolve the Support Request as soon as practicable, and no later than four (4) hours after

	is no reasonable workaround.		Contractor's receipt of the Support Request.
2	High: A system, server, or application is impaired, affecting the State's business productivity. There is no workaround currently available, or the workaround is cumbersome to use.	Contractor shall acknowledge receipt of a Support Request within four (4) 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.
3	Medium: A non-critical, limited problem. It does not hinder operation or it can be temporarily circumvented or avoided, or there is an available workaround.	Contractor shall acknowledge receipt of the Support Request within eight (8) business hours.	Contractor shall Resolve the Support Request as soon as practicable, and no later than the next quarterly release. All applicable workarounds must be completed within fifteen (15) Business Days.
4	Low: Non-critical problems or general questions.	Contractor shall acknowledge receipt of the Support Request within eight (8) business hours.	Contractor shall Resolve the Support Request as soon as practicable, and no later than the next quarterly release.

2.3 Escalation to Second Line Support. First Line Support for any Support Requests will be escalated to Second Line Support as follows:

(a) Contractor shall immediately escalate any Severity Level 1 Error Support Request to provide Second Line Support if Contractor has not Resolved such Support Request within four (4) hours after the Level 1 response time has elapsed.

(b) Contractor shall immediately escalate any Severity Level 2 Error Support Request to provide Second Line Support if Contractor has not Resolved such Support Request within two (2) Business Days after the Level 1 response time has elapsed.

Without limiting the foregoing, Contractor shall provide Second Line Support to the State within thirty (30) minutes of its receipt of any State Request for such Second Line Support. Contractor shall ensure that all Second Line Support is provided by personnel designated in the Contact List who have the appropriate qualifications, skills and experience to fully and efficiently Resolve the State's Support Request within the Resolution time specified for such Support Request in the Service Level Table.

2.4 Escalation to Parties' Program 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 Program Managers and then to their respective Contract Administrators.

2.5 Time Extensions. The State may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response or Resolution times.

2.6 Contractor Updates. Contractor shall give the State monthly electronic or other written reports and updates of:

- (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.

2.7 Time of the Essence. Contractor acknowledges and agrees that time is of the essence with respect to its performance under this Schedule and that Contractor's prompt and timely performance hereunder, including its performance of the Service Levels, is strictly required.

3. Fees.

3.1 Support Fees. In consideration of Contractor's performance of the Support Services in accordance with the terms and conditions of this Schedule and the Contract, the State shall pay to Contractor the fees set forth in **Schedule B**. Payment to Contractor of the Support Fees pursuant to this **Section 3** will constitute payment in full for the performance of the Support Services and the State will not be responsible for paying any other fees, costs, expenses or other charges for or in connection with the Support Services. The Support Fees set forth in this Schedule are firm and will not be modified during the Support Period.

3.2 Warranty Period. No Support Fees shall be owed to Contractor under this Schedule during the Warranty Period for the Software, as specified under the Contract, it being understood and agreed to by Contractor that Support Services during the Warranty Period are at Contractor's sole cost and expense.

4. Support Requests and State Obligations.

4.1 Support Requests. The State may request Support Services by way of a Support Request. The State shall classify its requests for Error corrections in accordance with the severity level numbers and definitions of the Service Level Table set forth in **Section 2.2** (each a "**Support Request**"). The State shall notify Contractor of each Support Request by e-mail or telephone or such other means as the parties may agree to in writing. The State shall include in each Support Request a description of the reported Error and the time the State first observed the Error.

4.2 State Obligations. The State shall provide the Contractor with each of the following to the extent reasonably necessary to assist Contractor to reproduce operating conditions similar to those present when the State detected the relevant Error and to respond to and Resolve the relevant Support Request:

- (i) direct access at the State's premises to the State Systems and the State's files, equipment and personnel;
- (ii) output and other data, documents and information, each of which is deemed the State's Confidential Information as defined in the Contract; and
- (iii) such other reasonable cooperation and assistance as Contractor may request.

5. Service Credits.

5.1 Service Credit Amounts. If the Contractor fails to respond to a Support Request within the applicable Service Level response time or to Resolve a Support Request within the applicable Service Level Resolution time, or in accordance with a time extension under **Section 2.5**, 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	An amount equal to 2% of the then current annual Support Fee for each hour by which Contractor's response	An amount equal to 5% of the then current annual Support Fee for each hour by which Contractor's

	exceeds the required response time.	Resolution of the Support Request exceeds the required Resolution time.
2	An amount equal to 2% of the then current annual Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's response exceeds the required Level 2 response time.	An amount equal to 5% of the then current annual Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's Resolution of the Support Request exceeds the required Resolution time.
3	No Service Credits are Available for Severity Level 3 response time Service Level Failures.	An amount equal to 2% of the then current annual Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's Resolution of the Support Request exceeds the required Resolution time.
4	No Service Credits are Available for Severity Level 4 response time Service Level Failures.	No Service Credits are Available for Severity Level 4 resolution time Service Level Failures.

5.2 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.

5.3 Issuance of Service Credits. Contractor shall, for each invoice period under the Contract, issue to the State, together with Contractor's invoice for such period, a written acknowledgment setting forth all Service Credits to which the State 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.

5.4 Additional Remedies for Service Level Failures. Contractor's failure to meet the Service Levels for Resolution of any Severity Level 1 Errors or Severity Level 2 Errors, or any

combination of such Errors, within the applicable Resolution time set out in the Service Level Table will constitute a material breach under the Contract. Without limiting the State's right to receive Service Credits under this **Section 5**, the State may at its option:

(a) use any previous version or release of the Software in which such Severity Level 1 or Severity Level 2 Error does not occur or can be worked around if the then-current Software exhibits an un-Resolved Severity Level 1 Error or un-Resolved Severity Level 2 Error, and Contractor shall perform all Support Services for such previous version or release until the Contractor Resolves such Severity Level 1 Error or Severity Level 2 Error for the then-current Software; and

(b) obtain such other remedies as may be available to it under this Schedule, the Contract or otherwise at law or in equity, including the right to terminate the Contract for cause in accordance with **Section 20** of the Contract.

6. Communications. In addition to the mechanisms for giving notice specified in **Section 29.5** of the Contract, unless expressly specified otherwise in this Schedule or the Contract, the parties may use e-mail for communications on any matter referred to herein.

Exhibit A

Core Support Contact List

Support Personnel

Rorie Merz	(800) 338-2117
Kevin Henderson	(800) 338-2117
Eric Spurgeon	(800) 338-2117
Glen Marshall	(800) 338-2117
Chris VanZwoll	(800) 338-2117

Escalation Contact

Mike Connick	(800) 338-2117 Ext. 504
Director of SE & Support	(517) 489-4821 Cell