



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 3

to

Contract Number MA230000000726

CONTRACTOR	Tecuity, Inc.
	640 W 100 N
	Hyde Park UT 84318
	Nick Eskelson
	801-206-9788
	Nick.eskelson@tecuity.com
	VS0066088

STATE	Program Manager	Various	Various
	Contract Administrator	Mecca Martin	DTMB
		5172305694	
		MartinM42@michigan.gov	

CONTRACT SUMMARY				
Business Filing System				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 25, 2023	April 23, 2028	5 - 12 Months	April 24, 2028	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,125,000.00	\$610,000.00	\$5,735,000.00		
DESCRIPTION				
Effective 10/29/2024, this Contract is increased by \$610,000.00 for LARA's use per the attached Statement of Work.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 10/29/2024.				

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

AGENCY	NAME	PHONE	EMAIL
LARA	Laura Kwiecien	517-243-4168	KwiecienL@michigan.gov
DTMB	Stuart Willard	517-526-5410	WillardS@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: LARA / CSCL / FY23 / Mi Business Registry Portal (MiBRP)	Period of Coverage: 10/01/2024 – 06/23/2025
Requesting Department: LARA - CSCL	Date: 09/13/2024
Agency Project Manager: Cole Thelen	Phone: 517-388-8350
DTMB Project Manager: Stuart Willard	Phone: 517-526-5410

Brief description of services to be provided:

BACKGROUND:

This is Change Notice 3 to Contract 230000000726 originally executed 4/25/2023 with Tecuity, Inc (Contractor) to provide Services to implement, configure, customize, support, and maintain a new Business Registry Portal (MiBRP) for the Corporations Division of the Corporations Securities, and Commercial Licensing Bureau (CSCL).

PROJECT OBJECTIVE:

The objective of the project is to achieve a comprehensive update of the Corporations Division's forms for online review and submissions. The new system will be scalable to accommodate the increased volume of customer submissions, particularly during the period surrounding annual filing deadlines.

Change Notice 3 is a change notice and accomplishes several objectives:

1. Changes the Project Go-Live date to June 23, 2025
2. Modifies the Implementation Fees, Milestones and Payment Schedule to include an additional \$400,000 in payments to the vendor for deliverables.
3. Identifies increased hosting costs to the project for calendar Q1 and Q2 2025 due to the Go Live date change, moving \$210,000 from M & O, over to project costs.
4. Total additional funding to be added to the existing PO set up for the project is \$610,000.
5. Does not modify the scope of the project from what was defined in Contract Change Notice #2
6. Removes "Bulk Filings" from the scope of the June 23, 2025, Go Live, but not from the scope of the project.
7. Continues the 10% payment retention for all non-hosting and non-licensing deliverables established in CN2

SCOPE OF WORK:

1. Go Live Date

This Change Notice formally changes the project Go Live date to June 23, 2025

2. Schedule B, Pricing:

- The table below replaces the Pricing and Payment Schedule as updated in Change Notice 2.
- Due to the schedule shift, a total of an additional \$400,000 in payments to Tecuity for deliverables have been added to the deliverables in bold font. This new payment schedule includes updated due dates for all open deliverables.
- The payments to Tecuity for deliverables will increase from \$3,795,000 in CN2 to \$4,195,000.
- The Pricing and Payment Schedule serves as the new high-level project schedule with expected start and completion dates for the included milestones. If a deliverable is completed prior to the schedule, Tecuity will follow the Deliverable Acceptance and Invoicing Procedure for the item ahead of the documented high-level schedule.

3. Hosting Cost Shift to Project

Shifting the Go Live date to June 23, 2025, will shift the cost of vendor hosting from Maintenance and Operations to the project for calendar Q1 and Q2 2025. Two payment points have been added to the Pricing and Payment Schedule to accommodate this shift. The total additional amount of hosting cost that will shift to the project is \$210,000.

Attachment 1 to Change Notice 3 (Payment Schedule)							
#	Deliverable	Start	Finish	CN2 Payment	CN3 Payment	Increase	Status
D1	Project Kickoff		06/12/23	\$75,000	\$75,000		PAID
D2	Initial Project Licensing	06/01/23	06/01/23	\$450,000	\$450,000		PAID
D3	Hosting – CY Quarter 3 – 2023	06/01/23	09/30/23	\$105,000	\$105,000		PAID
D4	Project Planning	06/01/23	10/15/23	\$300,000	\$300,000		PAID
D5	Discovery Phase	06/01/23	12/22/23	\$250,000	\$250,000		PAID
D6	Hosting – Quarter 4 – 2023	10/01/23	12/31/23	\$105,000	\$105,000		PAID
D7	Environments Set up (Dev, Stage)	06/01/23	09/30/23	\$100,000	\$100,000		PAID
D8	Initial System Configuration	06/01/23	12/31/23	\$250,000	\$250,000		PAID
D9	Initial Filings	01/23/24	02/29/24	\$180,000	\$180,000		PAID
D10	Subsequent Documents	02/20/24	09/09/24	\$120,000	\$175,000	\$55,000	
D11	Search	01/23/24	04/30/24	\$120,000	\$120,000		PAID
D12	Assumed Name	02/20/24	09/30/24	\$120,000	\$150,000	\$30,000	

D13	Terminations / Dissolutions / Cancellations / Withdrawals	02/20/24	03/22/24	\$120,000	\$120,000		PAID
D14	Annual Reports and Annual Statements	03/25/24	10/21/24	\$110,000	\$125,000	\$15,000	
D15	Renewals & Restorations	03/25/24	10/21/24	\$110,000	\$110,000		
D16	Mergers	04/22/24	11/15/24	\$120,000	\$120,000		
D17	Conversions	05/22/24	12/03/24	\$120,000	\$120,000		
D18	Orders	03/22/24	09/09/24	\$120,000	\$165,000	\$45,000	
D19	Integrations Michigan	01/23/24	10/21/24	\$120,000	\$175,000	\$55,000	
D20	Fraud Prevention Integration	01/23/24	11/15/24	\$100,000	\$100,000		
D21	Initial Data Conversion and Migration	06/01/23	12/31/23	\$200,000	\$200,000		PAID
D22	Data Conversion and Migration into DEV/STAGE	01/01/24	04/15/24	\$50,000	\$50,000		PAID
D23	Advanced Data Conversion and Migration Dev/Stage	02/01/24	08/15/24	\$50,000	\$50,000		PAID
D24	Gaps Final Development	01/23/24	12/31/24	\$120,000	\$120,000		
D25	Trademark	05/22/24	10/21/24	\$100,000	\$100,000		
D26	Technical	01/23/24	12/03/24	\$120,000	\$120,000		
D27	Hosting – Quarter 1 – 2024	01/01/24	03/31/24	\$105,000	\$105,000		PAID
D28	Training Documentation	05/06/24	12/31/24	\$50,000	\$50,000		
D29	Conduct Training	03/01/25	03/31/25	\$50,000	\$50,000		
D30	Hosting – Quarter 2 – 2024	04/01/24	06/30/24	\$105,000	\$105,000		PAID
D31	UAT Prep	03/01/24	03/28/25	\$100,000	\$150,000	\$50,000	
D32	UAT 60 Days	03/30/24	5/30/25	\$150,000	\$200,000	\$50,000	
D33	System Security Plan	01/23/24	04/23/25	\$135,000	\$135,000		
D34	System Security Plan - ATO Approved	02/01/24	04/23/25	\$50,000	\$50,000		
D35	Finalized User Documentation	01/23/24	12/31/24	\$50,000	\$50,000		
D36	MiBRP System Go Live	06/23/25	06/23/25	\$75,000	\$175,000	\$100,000	
D37	Hosting – Quarter 3 – 2024	07/01/24	10/31/24	\$105,000	\$105,000		PAID
D38	One Month Hosting – Quarter 4 – 2024	10/01/24	12/31/24	\$105,000	\$105,000		
D39	Postproduction Warranty	06/24/25	09/24/25	\$60,000	\$60,000		
D40	Final Project Licensing	01/13/25	01/13/25	\$250,000	\$250,000		
D41	Hosting – Quarter 1 – 2025	01/01/25	03/31/25		\$105,000	\$105,000	NEW
D42	Hosting – Quarter 2 – 2025	04/01/25	06/30/25		\$105,000	\$105,000	NEW

4. Scope of Project

This Change Notice does change the scope of work for the project that was agreed to as part of Contract Change Notice #2.

5. Removes “Bulk Annual Filing” from the scope of the June 23, 2025, Go Live

- User Story 35991 defines the requirements for Bulk Annual Filings
- This functionality remains in scope for project completion; however it is removed from the scope for the June 23, 2025, Go Live.
- This requirement will be delivered by the end of the Warranty period as defined in the Pricing and Payments Schedule included above in point #2.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables are further clarified in the schedule included in Section 1.

ACCEPTANCE CRITERIA:

For initial product backlog, Acceptance criteria will be documented in ADO and will be further clarified during analysis, grooming, and design sessions during the execution of this project. Section 9, Software Acceptance Testing, of the Agreement remains in effect.

EXPENSES:

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

This purchase order is a release from Contract Number 230000000726. This purchase order, statement of work, and the terms and conditions of Contract Number 230000000726 constitute the entire agreement between the State and the Contractor.



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

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **230000000726**

CONTRACTOR	Tecuity, Inc.
	640 W 100 N
	Hyde Park, UT 84318
	Nick Eskelson
	801-206-9788
	nick.eskelson@tecuity.com
	VS0066088

STATE	Program Manager	Various	LARA
	Contract Administrator	Jeremy Lyon	DTMB
		(517) 230-2858 lyonj5@michigan.gov	

CONTRACT SUMMARY				
BUSINESS FILING SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 24, 2023	April 23, 2028	5 - 1 Year	April 24, 2028	
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"/>		April 24, 2028
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,950,000.00	\$175,000.00	\$5,125,000.00		
DESCRIPTION				
Effective 2/15/2024, this change is to achieve a comprehensive update of the Corporations Division's forms for online review and submissions. The new system will be scalable to accommodate the increased volume of customer submissions, particularly during the period surrounding annual filing deadlines with a go live date of January 13, 2025. Supporting project objectives are as follows: - Modifies the Implementation Fees, Milestones and Payment Schedule and includes detailed deliverable descriptions and modifies several expected payment dates. - Identifies increased hosting costs for Q3 and Q4 2024 due to the Go Live date change - Implements a 10% payment retention for all non-hosting and non-licensing deliverables. - Documents dates for vendor to complete SOC2/Type2 compliance. - Clarifies how Transunion fraud detection transaction charges will be paid - Revises and clarifies assigned vendor personnel and their allocations to this project.				
This change is in the amount of \$175,000. For further details please see the attached SOW.				

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

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: LARA / CSCL / FY23 / Mi Business Registry Portal (MiBRP)	Period of Coverage: 01/01/2024 – 01/27/2025
Requesting Department: LARA - CSCL	Date: 02/07/2024
Agency Project Manager: Cole Thelen	Phone: 517-388-8350
DTMB Project Manager: Stuart Willard	Phone: 517-526-5410

Brief description of services to be provided:

BACKGROUND:

This is Change Notice 2 to Contract 230000000726 originally executed 4/25/2023 with Tecuity, Inc (Contractor) to provide Services to implement, configure, customize, support, and maintain a new Business Registry Portal (MiBRP) for the Corporations Division of the Corporations Securities, and Commercial Licensing Bureau (CSCL).

PROJECT OBJECTIVE:

The objective of the project is to achieve a comprehensive update of the Corporations Division's forms for online review and submissions. The new system will be scalable to accommodate the increased volume of customer submissions, particularly during the period surrounding annual filing deadlines.

Change Notice 2 is a change notice and accomplishes several objectives:

- Changes the Project Go-Live date to January 13, 2025
- Modifies the Implementation Fees, Milestones and Payment Schedule and includes detailed deliverable descriptions and modifies several expected payment dates.
- Identifies increased hosting costs for Q3 and Q4 2024 due to the Go Live date change
- Implements a 10% payment retention for all non-hosting and non-licensing deliverables.
- Documents dates for vendor to complete SOC2/Type2 compliance.
- Clarifies how Transunion fraud detection transaction charges will be paid
- Revises and clarifies assigned vendor personnel and their allocations to this project.

SCOPE OF WORK:

1. Schedule B, Pricing:

- a. The table below replaces the Pricing and Payment Schedule as updated in Change Notice 1. This new payment schedule includes several new payment points and identifies the expected deliverables for each payment.
- b. The Pricing and Payment Schedule serves as the new high-level project schedule with expected start and completion dates for the included milestones. If a deliverable is completed prior to the schedule, Tecuity will follow the Deliverable Acceptance and Invoicing Procedure for the item ahead of the documented high-level schedule.

Attachment 1 to Change Notice (Payment Schedule)								
#	Milestone	Deliverables	Start	Finish	\$	Licensing	Hosting	Status
D1	Project Kickoff	Contract Signing Kickoff Planning Conduct Kickoff Update Milestones Project Tailoring		06/12/23	\$75,000			PAID
D2	Initial Project Licensing	Kickoff Meeting Completed	6/1/2023	06/01/23		\$450,000		PAID
D3	Hosting – Q3 2023		06/01/23	09/30/23			\$105,000	PAID
D4	Project Planning	Conduct discovery and requirements validation sessions Contractor Provides DevOp Access for team members Establish DEV and Stage environments with SOM Access CN1 approved - Milestone and Payment Plan	06/01/23	10/15/23	\$300,000			PAID
D5	Discovery Phase	Support Development of Project Management Plan (will not hold up payment) Project Management Plan approved (SOM will lead and will not hold up payment) Update and complete Project Schedule Identify, prioritize, and address product limitations (gap analysis) Initial Product Backlog fully estimated with initial effort estimates Initial Product Roadmap (backlog items and estimated effort for each sprint) Final Requirements Validation complete Identify hours available for current gaps Structured Walkthrough and Stage Exit Approval to move from Implementation and Planning to Execution stage.	06/01/23	12/22/23	\$250,000			PAID
D6	Hosting – Q4 2023		10/01/23	12/31/23			\$105,000	PAID
D7	Environments Set up (Dev, Stage)	Set up Development and Stage environments Identify SOM users that need access to environments	06/01/23	09/30/23	\$100,000			PAID

		Identify additional software needed and SOM security needs						
D8	Initial System Configuration	Environments and base code installed and available to State team Logos and Base Configuration in place	06/01/23	12/31/23	\$250,000			PAID
D9	Initial Filings	All initial filings will be configured through wizard building and the functionality to allow initial filings to be filed completely	01/23/24	03/31/24	\$180,000			
D10	Subsequent Documents	All subsequent documents (including all amendments not pertaining to conversions or mergers) will be configured through wizard building and the functionality to allow subsequent filings to be filed completely	02/20/24	05/31/24	\$120,000			
D11	Search	All search functionality for public users and state staff users will be functional in its entirety	01/23/24	04/30/24	\$120,000			
D12	Assumed Name	Assumed name integration with wizards and searches will be configured	02/20/24	05/31/24	\$120,000			
D13	Terminations / Dissolutions / Cancellations / Withdrawals	Terminations, dissolutions, cancellations, and withdrawals will function with the appropriate correspondence to be sent out in tandem.	02/20/24	04/30/24	\$120,000			
D14	Annual Reports and Annual Statements	Annual reports and Statements will function with the appropriate correspondence to be sent out in tandem.	03/25/24	05/31/24	\$110,000			
D15	Renewals & Restorations	Renewals and restorations will function with the appropriate correspondence to be sent out in tandem.	03/25/25	06/28/24	\$110,000			
D16	Mergers	Merger wizards and functionality to merge wizards in and out of entities will be functional along with search capabilities and correspondence	04/22/24	08/30/24	\$120,000			
D17	Conversions	Conversion wizards and functionality to merge wizards in and out of entities will be functional along with search capabilities and correspondence	05/22/24	09/30/24	\$120,000			
D18	Orders	Business orders will be able to be placed, viewed, downloaded, and archived	03/22/24	06/21/24	\$120,000			
D19	Integrations - Michigan	"Activities include, but are not limited to:	01/23/24	07/31/24	\$120,000			

		Conduct Kickoff for MiLogin, CEPAS and SIGMA SKU File Functionality Conduction analysis and develop payment workflows Develop and approve specifications and DevOps Backlog Items Integrate MiLogin, CEPAS redirection in Dev and Test environments Build SKU file capability Build reconciliation capability Deliver SKU file through File Transfer Services in test environment End to end testing and acceptance of MiLogin, CEPAS and SIGMA Functionality"						
D20	Fraud Prevention Integration - Transunion	"Activities include, but are not limited to: Conduct Kickoff and Fraud Prevention Discovery Develop and approve specifications and DevOps Backlog Items Integrate Fraud Prevention in Dev and Test environments End to end test of Fraud Prevention capability in test environment"	01/23/24	08/21/24	\$100,000			
D21	Initial Data Conversion and Migration	Initial Data conversion and migration into Development and Stage environments CMT Data Mapping and Tracking tool setup Vendor and Agency Identify SOM Staff needed and dates to begin data cleansing sessions. for CMT training SOM to review migrated data and attend data cleansing sessions SOM will review the converted data in Stage environment and report errors to Tecuity. in CMT Depending upon SOM participation, it is expected that the data in the Stage environment will be 25% to 50% correct	06/01/23	12/31/23	\$200,000			PAID
D22		Update of data pushed into Development and Stage environments	01/01/23	04/15/24	\$50,000			

	Data Conversion and Migration into DEV/STAGE	Initial data conversion and migration into Stage environment Schedule and Identify SOM staff needed for weekly review sessions of data issues and updates SOM to review migrated data and attend data cleansing sessions SOM will review the converted data in Stage environment and report errors in Devops Depending upon SOM participation, it is expected that the data in the Stage environ						
D23	Advanced Data Conversion and Migration Dev/Stage	Update of data pushed into DEV and Stage Environment- Weekly review sessions of data issues, and subsequent updates to Tracking tool and loads if necessary. SOM to review migrated data and attend data cleansing sessions Depending upon SOM participation, it is expected that the data in the Stage environment will be approximately 95% correct Data conversion activities will continue after this Milestone through the duration of the project	02/01/23	08/15/24	\$50,000			
D24	Gaps	The gaps will be brought into sprints in the appropriate workstream	01/23/24	09/30/24	\$120,000			
D25	Trademark	The functionality to file a trademark, search, and amend a trademark.	05/22/24	08/21/24	\$100,000			
D26	Technical		01/23/24	09/30/24	\$120,000			
D27	Hosting – Q1 2024		01/01/24	03/31/24			\$105,000	PAID
D28	Training Documentation	Develop Training Plan All training materials completed Provide SIT test cases and sample UAT test cases to SOM and support SOM's UAT test development Draft the System Support Plan - SOM to review and approve Acceptance of Training material	05/06/24	10/07/24	\$50,000			
D29	Conduct Training	Update Training Plan, if needed	10/07/24	10/18/24	\$50,000			

		Conduct Training Activities Acceptance of Training Activities						
D30	Hosting – Q2 2024		04/01/24	06/30/24			\$105,000	
D31	UAT Prep	SOM and Tecuity ready for UAT - Detailed test plans complete Develop Installation Plan Finalize Go Live Checklist and Implementation Plan All development items complete including integrations and user roles Full data conversion with production data. System Integration Testing complete by Tecuity	09/20/24	10/21/24	\$100,000			
D32	UAT 60 Days	SOM will conduct UAT tests Data conversion activities continue, and UAT will use converted production data. Contractor will support UAT testing process Triage, track, and mitigate defects UAT will continue until all Sev 1 and Sev 2 defects are repaired Develop UAT test closure report Conduct Go Live Readiness and Go/No Go meetings Support Stage exit approval	10/21/24	12/20/24	\$150,000			
D33	System Security Plan - Ready for Final Approval	Activities include, but are not limited to: Provide input and answers to control questions Security System Scans Security Plan in Final Approval Stage	01/23/24	11/01/24	\$135,000			
D34	System Security Plan - ATO Approved	Plans of Action and Mitigation (POAMS) as needed Final Approvals achieved Authority to Operate (ATO) is issued for new system	02/01/24	11/01/24	\$50,000			
D35	Finalized User Documentation	Complete all user documentation Finalize System Maintenance Plan	01/23/24	12/01/24	\$50,000			
D36	MiBRP system Go Live	The plan is to Go Live on Oct 28, 2024, and can be changed with mutual consent.	01/10/25	01/13/25	\$75,000			

		Update production environment with code, data, and images Conduct Final Go/No-Go Decision Meeting Approve Go Decision using Form SEM-185 MiBRP System Moved to Production Environment MiBRP System Set up and Hardening in Production Conduct Collaborative Smoke testing of MiBRP System in Production MiBRP System Live in Production MiBRP System stabilized in Production (System is stabilized when there are no Critical defects for 30 days after Go Live) Structured Walkthrough and Execution Stage Exit Sign Off						
D37	Hosting- Q3 2024	-	07/01/24	10/31/24			\$105,000	
D38	Hosting- Q4 2024		10/01/24	12/31/24			\$105,000	
D39	Post-Production warranty	Knowledge Transfer Warranty begins when MiBRP system is stabilized and accepted 90-Day Warranty Repairs Terminates when all critical and high defects found within first 90 days are resolved Finalized System Support Plan Final Sign-off and closure report	01/13/25	03/14/25	\$60,000			
D40	Final Project Licensing		01/13/25	01/13/25		\$250,000		
	Deliverables Subtotal				\$3,795,000			
	License Subtotal					\$700,000		
	Hosting Subtotal						\$630,000	
	Total				\$5,125,000			

2. User Stories The final list of user stories is below, organized by workstream

Initial Filings:

DevOpsID	MI Business Specification Number	State	Work Item Type	DevOps Title	Story Points	Reason for 0 Story Points
35203	DOC 30	New	User Story	DOC 30 - The system must add an endorsement to all approved forms.	1	
35204	DOC 40	New	User Story	DOC 40 -The system must create or update the entity record once the document is endorsed and associate the image with the entity.	1	
35205	DOC 50	New	User Story	DOC 50 - The system must calculate expiration dates.	3	
35206	DOC 50	New	User Story	DOC 50 - The system must calculate renewal dates.	3	
35207	DOC 50	New	User Story	DOC 50 - The system must calculate term dates.	3	
35208	DOC 50	New	User Story	DOC 50 - The system must calculate effective dates.	3	
35210	DOC 70	New	User Story	DOC 70 - The system must update the status of the form as applicable.	1	
35211	DOC 80	New	User Story	DOC 80 - The system must include the following statutory requirements within the endorsement ("filed stamp").	1	
35212	DOC 100	New	User Story	DOC 100 - The system must add effective dates to applicable forms upon filing and update the record accordingly.	2	
35214	DOC 130	New	User Story	DOC 130 - The system must generate and send an email notification upon submission, filing and/or rejection.	5	
35237	PAP 10	New	User Story	PAP 10 - The system must allow authorized users to index the scanned image and to perform manual data entry.	1	
35238	PAP 20	New	User Story	PAP 20 - The system must allow staff to enter the required information displayed on the scanned image into data entry.	0	This is standard functionality.

35240	PAP 50	New	User Story	PAP 50 - The system must have validations on certain fields and alert the internal user.	1	
35241	PAP 60	New	User Story	PAP 60 - The system must provide date calculations based on business rules.	5	
35242	PAP 80	New	User Story	PAP 80 - The system must allow the internal user to select from a list of resident agent companies during data entry.	1	
35245	PAP 100	New	User Story	PAP 100 - The system must provide an option to determine if the form is fileable or not after reviewing the form.	1	
35246	PAP 120	New	User Story	PAP 120 - The system must allow internal staff to save the data entry work and return to it to continue.	1	
35250	ACC 130	New	User Story	ACC 130 - The system must track and store the breakdown of the payment item/SKU information for every type of online payment.	2	
35251	GEN 250	New	User Story	GEN 250 - No resubmission fee on corrected documents	3	
35257	GEN 10	New	User Story	GEN 10 - The system must provide quick and easy accessibility to all forms online.	3	
35258	GEN 10	New	User Story	GEN 10 - The system must provide a filter to easily find forms	1	
35267	SUBR 60	New	User Story	SUBR 60 - The system must provide the ability to redact a form and zoom in on a form.	1	
35268	GEN 150	New	User Story	GEN 150 - The system must allow the authorized internal user to remove images from being associated with any record type.	1	
35269	ADMN 50	New	User Story	ADMN 50 - The system must allow authorized users to remove images from being associated with an entity.	0	This is standard functionality.
35271	DOC 150	New	User Story	DOC 150 - The system must provide a mechanism for the internal user to provide proof of received date and time and filed date and time to demonstrate expedited service is met.	0	This is standard functionality.

35272	DOC 180	New	User Story	DOC 180 - The system must allow the authorized Corps staff to replace the filed image, if needed.	1	
35273	TECH 160	New	User Story	TECH 160 - The system must allow images to be viewed within the application without downloading the image file. For example, opening in another tab or window.	1	
35311	GEN 40	New	User Story	GEN 40 - The system must make the required fields known.	0	This is standard functionality.
35312	GEN 50	New	User Story	GEN 50 - The system must provide the ability for internal users to enter comments.	0	This is standard functionality.
35315	GEN 290	New	User Story	GEN 290 - The system must have a mechanism to set an internal alert and enter internal corresponding comments.	0	This is standard functionality.
35320	CUST 210	New	User Story	CUST 210 - The system must provide the ability for the external customer to resubmit a document.	1	
35321	REJ 10	New	User Story	REJ 10 - The system must create a Correction or Rejection Letter on both online and paper submissions based on common correction or rejection reasons and allow for manually editing/adding language in the Correction or Rejection Letter.	3	
35322	REJ 20	New	User Story	REJ 20 - The system must combine the corrected/rejected letter and the submitted form into one pdf file.	3	
35323	REJ 30	New	User Story	REJ 30 - The system must allow internal users to print rejection letters (may include rejected document) on demand or in batches.	3	
35324	REJ 40	New	User Story	REJ 40 - The system must update the status of the form to "Needs Correction" or "Rejected" (or similar designation/appropriate status) after rejection letter is generated.	1	
35327	REJ 60	New	User Story	REJ 60 - The system must allow internal users to view the correction/rejection letter and the associated document.	1	

35328	REJ 70	New	User Story	REJ 70 - The system must allow external customers to view the rejection letter and the associated document.	1	
35329	REJ 100	New	User Story	REJ 100 - The system must provide the correction/rejection letter to be returned to the customer in the manner in which it was received by the administrator.	1	
35330	REJ 110	New	User Story	REJ 110 - The system must format correction/rejection letters that will be sent by mail so that the mailing address is visible through the window of an envelope.	3	
35331	REJ 120	New	User Story	REJ 120 - The system must allow the internal user to:	1	
35332	SUBR 50	New	User Story	SUBR 50 - The system must provide the ability to approve or reject the filings and create correspondence if the form is rejected.	1	
35344	SCAN 10	New	User Story	SCAN 10 - The system must allow for the automatic separation of forms and designation of form and/or entity types to documents.	3	
35345	SCAN 20	New	User Story	SCAN 20 - The system must be able to distinguish the forms and group them so that roles and permissions can be used to assign forms to internal users.	3	
35346	SCAN 30	New	User Story	SCAN 30 - The system must be able to ingest information from the scanning system.	0	This is standard functionality.
35347	SCAN 50	New	User Story	SCAN 50 - The system must allow for manual indexing of forms that don't include a barcode.	1	
35349	SCAN 70	New	User Story	SCAN 70 - The system must identify documents that have not been automatically processed via the system or data entry.	0	This is standard functionality.
35350	SCAN 90	New	User Story	SCAN 90 - The system must scan images with a resolution of at least 300 DPI.	0	This is standard functionality.
35381	SUBR 30	New	User Story	SUBR 30 - The system should allow for an option to choose the date of filing without having to type in the date.	1	

35414	ADMN 10	New	User Story	ADMN 10 - The system must maintain the list of resident agents companies and addresses and allow for Admin users to modify (add, edit, and delete) the list provided in the data entry screen for paper forms.	5	
35417	UINT 10	New	User Story	UINT 10 - The system must provide an external user interface in the form of a dashboard.	1	
35419	UINT 30	New	User Story	UINT 30 - The system must display the status of the entity.	1	
35420	UINT 40	New	User Story	UINT 40 - The system must allow the user to view multiple entities and specific information regarding the entities in their dashboard.	1	
35426	UINT 100	New	User Story	UINT 100 - The system must provide internal users interface in the form of a dashboard. The system dashboard will include prepopulated forms, reports, an administration area.	1	
35427	UINT 100	New	User Story	UINT 100 - As a staff member, I want access to a desktop application that allows me to run reports, scan documents and generate pre-populated forms.	1	
35428	UINT 130	New	User Story	UINT 130 - The system must allow the external customers to choose the method in which they want to receive notifications and should allow the external customers to change their method of notifications at any time.	1	
35441	GEN 280	New	User Story	GEN 280 - The system must have the ability to recognize internal vs. external filings.	1	
35445	CUST 110	New	User Story	CUST 110 - The system must provide a mechanism that makes the external customer validate that the name entered is the name that they intended to enter.	0	This is standard functionality.
35449	CUST 160	New	User Story	CUST 160 - The system must allow the user to select expedited service or unselect expedited service at any time prior to the form being filed.	1	

35453	CUST 220	New	User Story	CUST 220 - The system must allow external customers to save online forms as a draft so that the external customer could the leave page and return later to finish without losing what they have entered.	1	
35454	DOC 10	New	User Story	DOC 10 - The system must convert the form submitted online into pdf.	0	This is standard functionality.
35456	N/A	New	User Story	401 - CERTIFICATE OF LIMITED PARTNERSHIP	5	
35457	N/A	New	User Story	411 - APP FOR REG TO TRANSACT BUSINESS	5	
35458	N/A	New	User Story	500 - ARTICLES OF INCORPORATION - PROFIT	5	
35459	N/A	New	User Story	501 - ARTICLES OF INCORPORATION - PC	5	
35460	N/A	New	User Story	502 - ARTICLES OF INC - NONPROFIT	5	
35461	N/A	New	User Story	503 - ARTICLES OF INC - ECCLESIASTICAL	5	
35462	N/A	New	User Story	540 - APP FOR RESERVATION OF NAME	5	
35465	N/A	New	User Story	545 - APP FOR REGISTRATION OF CORP NAME	5	
35466	N/A	New	User Story	560 - APPLICATION FOR CERT OF AUTHORITY - Profit/PC	5	
35467	N/A	New	User Story	560 - APPLICATION FOR CERT OF AUTHORITY - Nonprofit	5	
35470	N/A	New	User Story	700 - ARTS OF ORGANIZATION (MI LLC)	5	
35471	N/A	New	User Story	701 - ARTS OF ORGANIZATION (MI PLLC)	5	
35475	N/A	New	User Story	760 - APPLICATION FOR CERT OF AUTHORITY FOR PROFESSIONAL LIMITED LIABILITY COMPANIES	5	
35476	N/A	New	User Story	800 - APP TO REGISTER A LLP	5	
35557	DOC 20	New	User Story	DOC 20 - The system must allow internal users to put an assigned item in a holding status to return to it later.	1	
35558	WORK 10	New	User Story	WORK 10 - The system must place the scanned forms and forms submitted online into an internal worklist.	0	This is standard functionality.
35560	WORK 30	New	User Story	WORK 30 - The system must display basic information about the work items.	3	

35561	WORK 40	New	User Story	WORK 40 - As a staff member, I want each work view to be sorted based on priority order (1 hr, 2hr, Same Day, and 24 Hr) then by date and time with the oldest documents rising to the top of the list.	0	This is standard functionality.
35562	WORK 50	New	User Story	WORK 50 - The system must categorize document submissions based on service level requested as it is displayed in the reviewer's work list	0	This is standard functionality.
35563	WORK 70	New	User Story	WORK 70 - The system must assign the work item selected by an internal user to that internal user.	1	
35566	WORK 100	New	User Story	WORK 100 - The system must not allow for multiple internal users to select the same work item from the worklist at the same time.	2	
35567	WORK 111	New	User Story	WORK 111 - The system must include an area where work items can be placed on hold.	1	
35568	WORK 120	New	User Story	WORK 120 - The system work list design must separate document processing from annual filing processing.	1	
35782	N/A	New	User Story	760 - APPLICATION FOR CERT OF AUTHORITY FOR USE BY FOREIGN LIMITED LIABILITY COMPANIES	5	
					171	

Subsequent Documents:

DevOps ID	MI Business Specification Number	State	Work Item Type	DevOps Title	Story Points	Reason for 0 Story Points
35201	GEN 190	New	User Story	GEN 190 - The system must provide for auto-approval of some forms.	1	
35209	DOC 60	New	User Story	DOC 60 - The system must update the entity status as applicable.	3	
35213	DOC 120	New	User Story	DOC 120 - The system must print certificates when certain forms are filed.	5	
35217	GEN 30	New	User Story	GEN 30 - The system must capture the history on all actions including generation of notifications/correspondence, status adds and updates, and images pursuant to Michigan standards and agency policy.	3	
35218	ADMN 40	New	User Story	ADMN 40 - The system must allow authorized users to make modifications to the entity record.	1	
35239	PAP 40	New	User Story	PAP 40 - The system must auto fill certain fields when possible.	1	
35244	PAP 90	New	User Story	PAP 90 - The system must maintain the list of resident agents companies and allow for Admin users to modify (add, edit, and delete) the list provided in the data entry screen for paper forms.	0	This is standard functionality.
35249	CUST 20	New	User Story	CUST 20 - The system must allow submission of certain forms that do not require payment. The process will allow the submission of documents with \$0 fees.	0	This is standard functionality.
35252	ACC 10	New	User Story	ACC 10 - The system must have the capability to calculate Michigan's complex fees structures and determine the amount due for all transaction types.	5	

35253	ACC 70	New	User Story	ACC 70 - The system must provide the ability to apply fee waivers.	5	
35254	ACC 160	New	User Story	ACC 160 - The system must properly retain a history of all fees, payments, refunds, chargebacks and NSF/Dishonored payment.	1	
35255	SHOP 20	New	User Story	SHOP 20 - The system must calculate correct fee for the item(s) in the shopping cart.	3	
35261	MAIL 10	New	User Story	MAIL 10 - The system must send notices out according to the customer's preferred method, i.e. email or USPS.	3	
35263	MAIL 30	New	User Story	MAIL 30 - The system should allow hyperlinks to be included in the notifications.	3	
35264	MAIL 40	New	User Story	MAIL 40 - The system should provide the ability for notifications to have identification regarding entity.	5	
35266	GEN 120	New	User Story	GEN 120 - The system must provide the ability for all images/filings on the system to be printable.	2	
35270	DOC 140	New	User Story	DOC 140 - The system should have the ability to allow the internal user to perform the following operations with an image prior to filing a document:	1	
35301	CUST 10	New	User Story	CUST 10 - The system must allow all forms to be submitted and paid for online.	1	
35302	CUST 230	New	User Story	CUST 230 - The system must alert the external customer when there are Non- Sufficient Funds (NSF) or dishonored payment owed.	3	
35303	DOC 190	New	User Story	DOC 190 - The system must alert the internal staff when there are Non- Sufficient Funds (NSF) or dishonored payment owed.	5	
35304	SHOP 10	New	User Story	SHOP 10 - The system must provide a shopping cart feature for external customers to place multiple items and pay at the same time. The items must be able to be for multiple entities and orders.	1	

35313	GEN 140	New	User Story	GEN 140 - The system must display the Entity Status in a manner that is easy to identify.	2	
35314	GEN 250	New	User Story	GEN 250 - Viewable public history and downloads	5	
35316	GEN 300	New	User Story	GEN 300 - The system must create a record of prior entity names.	1	
35319	ACC 140	New	User Story	ACC 140 - The system must allow for expiration of fees that have not been used within a certain time frame determined by policy.	5	
35326	REJ 50	New	User Story	REJ 50 - The system must allow staff members to be able to override the requirement that fees have to be paid again.	1	
35348	SCAN 60	New	User Story	SCAN 60 - The system or scanning solution should automatically index the scanned documents that contain barcodes.	2	
35353	GEN 80	New	User Story	GEN 80 - The system must utilize an automated workflow, automatically generating and routing needed notifications/correspondence to affiliated parties.	1	
35373	CUST 40	New	User Story	CUST 40 - The system must have the ability to accommodate the following, including but not limited to: name reservations, name registrations, formation documents, subsequent documents, and register trademarks, service marks, and insignias.	1	
35374	CUST 50	New	User Story	CUST 50 - The system must display to the external user only the forms available for submission by the entity type and entity status.	0	This is standard functionality.
35375	CUST 140	New	User Story	CUST 140 - The system must provide signature titles only allowable by the form type according to statutory requirements.	1	
35413	GEN 270	New	User Story	GEN 270 - The system must accommodate and calculate expiration dates, effective dates, and	5	

				renewal dates and update the record(s) accordingly.		
35416	MAIL 60	New	User Story	MAIL 60 - The system should have bulk filing capability for Resident Agent	5	
35418	UINT 20	New	User Story	UINT 20 - The system must display action items on the dashboard.	3	
35422	UINT 60	New	User Story	UINT 60 - The system must allow external customers to submit documents from their dashboard.	1	
35424	UINT 80	New	User Story	UINT 80 - The system could have the filed documents on the dashboard for customers to view or download.	1	
35425	UINT 90	New	User Story	UINT 90 - The system must provide a mechanism to validate the formatting of an email address associated with notifications.	1	
35430	DOC 160	New	User Story	DOC 160 - The system must capture the actions of the internal users with a date/time the action occurred.	3	
35438	GEN 100	New	User Story	GEN 100 - 'The system must provide clear instructions including user guide/help on the online forms (Tooltips/Notes/ FAQs hyperlink/Video).	1	
35439	GEN 110	New	User Story	GEN 110 - The system must provide ability to provide links to other pages.	1	
35440	GEN 130	New	User Story	GEN 130 - The system must include all of the types of Michigan business entities.	2	
35442	CUST 60	New	User Story	CUST 60 - The system must auto-populate and/or lock certain fields on some forms.	1	
35443	CUST 70	New	User Story	CUST 70 - The system should have the ability to allow a customer to select an address they've already entered so they don't have to type the address multiple times.	1	

35444	CUST 80	New	User Story	CUST 80 - The system should prevent issues that can occur when a customer uses auto-fill from the browser.	1	
35446	CUST 120	New	User Story	CUST 120 - The system must allow for descriptions/instructions/rules to be viewed by the customer, but not included in the submitted form. For example: tooltips, notes, and hyperlinks.	1	
35447	CUST 130	New	User Story	CUST 130 - The system must allow a form to be signed by more than one person, if applicable. The system must require the customer to acknowledge a certification statement prior to submitting the form.	1	
35448	CUST 150	New	User Story	CUST 150 - The system must allow the user to attach file(s) to forms online using Michigan Standards. (Examples: PDF, WORD, EXCEL, jpeg)	1	
35450	CUST 180	New	User Story	CUST 180 - The system must have validations on certain fields and alert the external customer.	1	
35451	CUST 190	New	User Story	CUST 190 - The system should filter user input and only allow certain characters to be entered into system forms.	1	
35452	CUST 200	New	User Story	CUST 200 - The system must provide a space for the external customer to include additional language that will be part of the filed document.	1	
35455	WORK 110	New	User Story	WORK 110 - The system must include an area where work items can be placed on hold.	1	
35483	N/A	New	User Story	402 - RESTATED CERT OF LTD PARTNERSHIP	5	
35484	N/A	New	User Story	403 - CERT OF AMENDMENT LTD PARTNERSHIP	5	
35486	N/A	New	User Story	412 - CERTIFICATE OF CHANGE (i.e. amendment/restated)	5	
35487	N/A	New	User Story	412 - CERTIFICATE OF CHANGE (i.e. RA/RO change)	5	
35489	N/A	New	User Story	510 - RESTATED ARTICLES OF INC - PROFIT	5	
35490	N/A	New	User Story	510A - RESTATED ARTICLES OF INC - P to NP	5	

35491	N/A	New	User Story	510B - RESTATED ARTICLES OF INC - NP to PC	5	
35492	N/A	New	User Story	510C - RESTATED ARTICLES OF INC - NP TO P	5	
35493	N/A	New	User Story	510D - RESTATED ARTICLES OF INC - P TO PC	5	
35494	N/A	New	User Story	511 - RESTATED ARTS OF INC - NONPROFIT	5	
35495	N/A	New	User Story	512 - RESTATED ARTS OF INC ECCLESIASTICAL	5	
35496	N/A	New	User Story	512A-RESTATED ARTS OF INC ECCLES TO NP	5	
35497	N/A	New	User Story	515 - CERT OF AMENDMENT - CORPORATION	5	
35498	N/A	New	User Story	516 - CERT OF AMENDMENT - ECCLESIASTICAL	5	
35499	N/A	New	User Story	517 - ABANDONMENT OF AMENDMENT	5	
35500	N/A	New	User Story	518 - CERTIFICATE OF CORRECTION (Domestic & Foreign Profit Corp / PC)	5	
35501	N/A	New	User Story	518 - CERTIFICATE OF CORRECTION (Nonprofit)	5	
35502	N/A	New	User Story	518 - CERTIFICATE OF CORRECTION (Domestic & Foreign LLC/PLLC)	5	
35503	N/A	New	User Story	520 - CERT OF CHANGE OF RO/RA	5	
35504	N/A	New	User Story	521 - RESIGNATION OF RESIDENT AGENT	5	
35505	N/A	New	User Story	522 - CERT OF APPOINTMENT OF RA	5	
35511	N/A	New	User Story	540T - TRANSFER OF NAME RESERVATION	5	
35522	N/A	New	User Story	562 - AMENDED APP FOR CERT OF AUTHORITY - Profit / PC	5	
35523	N/A	New	User Story	565 - AMENDED APP FOR CERT OF AUTHORITY - Nonprofit	5	
35526	N/A	New	User Story	710 - RESTATED ARTICLES OF ORGANIZATION	5	
35527	N/A	New	User Story	715 - CERT OF AMENDMENT TO ARTS OF ORG	5	
35536	N/A	New	User Story	762 - AMENDED APP FOR CERT OF AUTHORITY	5	
35553	GEN 200	New	User Story	GEN 200 - The system must show forms specific to the entity type (when submitting subsequent, renewals/restorations) and entity status.	5	
35554	GEN 230	New	User Story	GEN 230 - The system must provide checkpoints throughout the verification process for paper	3	

				documents that go through scanning, auto approval and data entry.		
35555	GEN 250	New	User Story	GEN 250 - The system must allow for an expiration date for rejected documents to be set according to statutory guidelines and the fee is no longer available to be applied to other forms.	2	
					249	

Search:

DevOps ID	MI Business Specification Number	State	Work Item Type	DevOps Title	Story Points	Reason for 0 Story Points
35317	GEN 300	New	User Story	GEN 300 - The system search on prior names	1	
35352	GEN 70	New	User Story	GEN 70 - The system must provide multiple search capabilities, with the ability to narrow down a list of options to select from, based on the information being entered.	1	
35354	SRCH 10	New	User Story	SRCH 10 - The searches must meet legal requirements.	1	
35355	SRCH 20	New	User Story	SRCH 20 - The system must provide search capabilities on all searches that allow users to narrow or extend their search based on different parameters with the ability to sort and filter the results.	3	
35356	SRCH 30	New	User Story	SRCH 30 - The system must allow for the Name Availability search for internal users.	3	
35358	SRCH 40	New	User Story	SRCH 40 - The system must provide for a Business Entity search for customers for internal and external users. The system must provide a search by individual name and identification number in the Business Entity search.	1	
35360	SRCH 50	New	User Story	SRCH 50 - The system must allow the internal user to search Rejected submissions. The results should return both the correspondence and the document.	1	
35365	SUBR 40	New	User Story	SUBR 40 - The system must allow for the internal user to perform a name availability search.	3	
					14	

Assumed Name:

DevOps ID	MI Business Specification Number	State	Work Item Type	DevOps Title	Story Points	Reason for 0 Story Points
35463	N/A	New	User Story	541 - CERTIFICATE OF ASSUMED NAME	5	
35464	N/A	New	User Story	541- CERT OF ASSUMED NAME-JOINT VENTURE	5	
35477	N/A	New	User Story	542 - CERT OF RENEWAL OF ASSUMED NAME	5	
35512	N/A	New	User Story	543 - CERT TERMINATION OF ASSUMED NAME	5	
					20	

Term Diss Cancel:

DevOps ID	MI Business Specification Number	State	Work Item Type	DevOps Title	Story Points	Reason for 0 Story Points
35485	N/A	New	User Story	404 - CERTIFICATE OF CANCELLATION	5	
35507	N/A	New	User Story	530 - CERT OF DISS - BEFORE COMMENCEMENT	5	
35508	N/A	New	User Story	531 - CERTIFICATE OF DISSOLUTION	5	
35509	N/A	New	User Story	533 - CERT OF REVOCATION OF DISSOLUTION	5	
35510	N/A	New	User Story	534 - COURT ORDERED DISSOLUTION (CORPORATIONS)	5	
35513	N/A	New	User Story	546 - CERT OF TERM OF REG OF CORP NAME	5	
35521	N/A	New	User Story	561 - APPLICATION FOR CERT OF WITHDRAWAL	5	
35528	N/A	New	User Story	730 - CERT OF DISS - BEFORE COMMENCEMENT	5	
35529	N/A	New	User Story	731 - CERTIFICATE OF DISSOLUTION	5	
35530	N/A	New	User Story	734 - COURT ORDERED DISSOLUTION (LLC)	5	

35535	N/A	New	User Story	761 - APPLICATION FOR CERT OF WITHDRAWAL	5	
					55	

AR & AS:

35337	MAIL 150	New	User Story	MAIL 150 - The system must be able to handle the following due dates for annual reports/statements	5	
35378	MAIL 80	New	User Story	MAIL 80 - The system must use the Registered Office Mailing address in the mailings. If Registered Office Mailing address is not available or data is blank, then system will use Registered Office address, instead.	5	
35545	ARAS 40	New	User Story	ARAS 40 - The system must allow for one form to have different requirements dependent on statutory requirements.	1	
35546	ARAS 60	New	User Story	ARAS 60 - The system must provide a one click option for Annual Statement filings. The system must not provide the ability to enter or modify any information in the prepopulated online form other than meeting the signature requirement.	1	
35547	ARAS 80	New	User Story	ARAS 80 - The system must allow entry of the officer or director information for corporations while allowing an option to bypass this section if criteria is met.	1	
35548	ARAS 90	New	User Story	ARAS 90 - The system must allow for entry of apportionment percentage data and shares attributable to Michigan for certain corporations. The system must calculate fees accordingly.	1	
35549	ARAS 100	New	User Story	ARAS 100 - The system must allow entry of shareholder information for certain corporations.	1	
35550	ARAS 110	New	User Story	ARAS 110 - The system must allow entry of member and manager information for certain limited liability companies.	1	
35551	ARAS 120	New	User Story	ARAS 120 - The system must allow an amended report to be filed online.	1	
35262	MAIL 20	New	User Story	MAIL 20 - The system must provide for the ability to send Reminder notifications.	5	
35537	N/A	New	User Story	2000 - MI Nonprofit Corp	5	

35538	N/A	New	User Story	2000 - Foreign Nonprofit Corp	5	
35539	N/A	New	User Story	2500 - MI / Foreign Profit Corp	5	
35540	N/A	New	User Story	2500pc - MI P.C.	5	
35541	N/A	New	User Story	2500pc - Foreign P.C.	5	
35542	N/A	New	User Story	2700 - MI / Foreign LLC	5	
35543	N/A	New	User Story	2700 - MI / Foreign PLLC	5	
					57	

Renewal & Restoration:

DevOps ID	MI Business Specification Number	State	Work Item Type	DevOps Title	Story Points	Reason for 0 Story Points
35202	ARAS 10	New	User Story	ARAS 10 - The system must accommodate a renewal for a nonprofit that owes more than 5 annual reports to complete a renewal.	2	
35478	N/A	New	User Story	547 - RENEWAL OF REG OF CORP NAME	5	
35480	N/A	New	User Story	801 - RENEWAL APP TO REGISTER A LLP	5	
35481	N/A	New	User Story	770 - CERT OF RESTORATION (DOMESTIC)	5	
35482	N/A	New	User Story	771 - CERT OF RESTORATION (FOREIGN)	5	
35506	N/A	New	User Story	525 - CERT OF RENEWAL OF CORP EXISTENCE	5	
					27	

Mergers:

DevOps ID	MI Business Specification Number	State	Work Item Type	DevOps Title	Story Points	Reason for 0 Story Points
35215	DOC 170	New	User Story	DOC 170 - The system must capture and display affiliated entities and details for mergers and conversions.	8	
35514	N/A	New	User Story	550 - MERGER DOCUMENT (NP)	8	
35515	N/A	New	User Story	550E - CERTIFICATE EVIDENCING MERGER	8	
35516	N/A	New	User Story	550M - CERTIFICATE OF MERGER	8	
35517	N/A	New	User Story	551 - MERGER DOCUMENT (Parent/Subsidiary)	8	
35518	N/A	New	User Story	552 - ABANDONMENT OF MERGER / CONSOLIDATION / SHARE EXCHANGE	8	
35519	N/A	New	User Story	553 - CERTIFICATE OF SHARE EXCHANGE	8	
35531	N/A	New	User Story	750 - CERTIFICATE OF MERGER	8	
35532	N/A	New	User Story	750E - CERTIFICATE OF MERGER	8	
35533	N/A	New	User Story	752 - CERT OF ABANDONMENT OF MERGER	8	
					80	

Conversions:

DevOps ID	MI Business Specification Number	State	Work Item Type	DevOps Title	Story Points	Reason for 0 Story Points
35472	N/A	New	User Story	753 - ARTS OF ORG & CERT OF CONVERSION	8	
35473	N/A	New	User Story	753P - ARTS OF ORG & CERT OF CONVERSION	8	
35474	N/A	New	User Story	754 - CERTIFICATE OF CONVERSION (MI LLC to MI Corp)	8	
35488	N/A	New	User Story	452 - ABANDONMENT MERGER/CONSOLIDATION	8	
35520	N/A	New	User Story	554 - CERTIFICATE OF CONVERSION	8	
35534	N/A	New	User Story	754 - CERTIFICATE OF CONVERSION (MI LLC to Foreign LLC NQ)	8	

Orders:

DevOps ID	MI Business Specification Number	State	Work Item Type	DevOps Title	Story Points	Reason for 0 Story Points
35282	ORD 10	New	User Story	ORD 10 - The system must allow External (Customer) and Internal (Staff) to place an order for multiple items at one time.	3	
35283	ORD 20	New	User Story	ORD 20 - The system must provide an order process for internal users.	3	
35284	ORD 40	New	User Story	ORD 40 - The system must not allow customers to select items that are not applicable to their entity.	3	
35285	ORD 50	New	User Story	ORD 50 - The system must check the entity status before fulfilling the order or regenerating a certificate.	3	
35286	ORD 60	New	User Story	ORD 60 - The system must create uncertified copy orders.	3	
35287	ORD 80	New	User Story	ORD 80 - The system must provide validation of billing and shipping addresses on orders.	5	
35288	ORD 90	New	User Story	ORD 90 - The system must auto-approve applicable orders and alert internal users if the orders need to be manually approved.	3	
35289	ORD 110	New	User Story	ORD 110 - The system must generate a black seal certificate on email and gold seal certificate for printed certificates(mail/counter).	3	
35290	ORD 140	New	User Story	ORD 140 -The system must allow staff to search for orders using different criteria, including but not limited to: order date, customer name, and order number.	1	
35291	ORD 150	New	User Story	ORD 150 - The system should communicate with external customers to set expectations regarding delivery of ordered	1	

				items. For example, the customer will receive order items in separate email.		
35292	ORD 160	New	User Story	ORD 160 - The system must send the ordered item(s) based on the users' preference. The methods of delivery are email, mail, and in-person.	1	
35293	ORD 180	New	User Story	ORD 180 - The system should provide a link to the image of the order on the external customer dashboard if the order is placed online.	1	
35294	ORD 200	New	User Story	ORD 200 -The system must allow for fee waivers on orders.	5	
35295	ORD 210	New	User Story	ORD 210 -The system must provide an option to print/download the certificates.	1	
35296	ORD 220	New	User Story	ORD 220 - The system must provide the ability for the internal users to print the certificates on demand and choose either certified or uncertified paper.	3	
35297	ORD 230	New	User Story	ORD 230 - The system must create a system-produced certificate upon filing of certain forms.	5	
35298	ORD 250	New	User Story	ORD 250 - The system could print an unique verification number on each certificate which can be verified by the public using a public internet site.	1	
35299	ORD 260	New	User Story	ORD 260 - The system must configure Tags, Signatures, Graphics, and Seals prior to creating any certificates.	5	
35361	SRCH 70	New	User Story	SRCH 70 - The system must provide for a E-Certificate Verification search for both internal and external users.	1	
35362	SRCH 70	New	User Story	SRCH 70 - As an public user, I want the ability to search for a certificate number so that I can verify a certificate I have received is valid.	1	
35423	UINT 70	New	User Story	UINT 70 - The system must allow external customers to place orders from their dashboard.	1	
35860	ORD 70	New	User Story	ORD 70 - The system must allow foreign addresses to be entered for shipping and billing.	1	

35376	GEN 90	New	User Story	GEN 90 - The system must allow for the selection of address to return Form/Order.	0	This is standard functionality.
					54	

MI Integrations:

DevOps ID	MI Business Specification Number	State	Work Item Type	DevOps Title	Story Points	Reason for 0 Story Points
35222	INT 20	New	User Story	INT 20 - The system must have a 2 way interface with CEPAS	20	
35223	ACC 20	New	User Story	ACC 20 - The system must be configured to integrate with CEPAS/PayPoint.	0	duplicate of 35222
35224	ACC 30	New	User Story	ACC 30 -The system must display a message to the customer when he/she is transferred to CEPAS for online payments and must provide a message on successful/unsuccessful transaction.	2	
35225	ACC 50	New	User Story	ACC 50 - The system must accept various payment methods	5	
35226	ACC 60	New	User Story	ACC 60 - The system must not store any credit/debit card information.	1	
35260	GEN 260	New	User Story	GEN 260 - The system must include the language, logo, legal disclaimers, and signatures as required by Michigan.	1	
35275	TECH 20	New	User Story	TECH 20 - The system must use identity authentication for external user registration.	0	Handled by MiLogin
35276	UACC 50	New	User Story	UACC 50 - The system must use State of Michigan approved secure registration/authentication processes and meet DTMB standards.	10	
35277	UACC 130	New	User Story	UACC 130 - As a staff member, I want to be able to have MILogin staff to have the business registry system app removed from their MILogin profile.	3	
35278	UMGT 80	New	User Story	UMGT 80 - The system must time out after 15 minutes of inactivity, displaying a message to let the user know that they have been logged out due to 15 minutes of inactivity.	1	

35279	UMGT 90	New	User Story	UMGT 90 - The system must lock the users account if a user has 3 invalid login attempts, within a 15 minute period, displaying a message that the user account has been locked along with the instructions on how to unlock the account.	1	
35280	UMGT 100	New	User Story	UMGT 100 - The system must require all passwords to adhere to current DTMB security standards (similar to network password requirements).	1	
35305	SHOP 30	New	User Story	SHOP 30 - The system must provide a summary page to the customer of their requested items,...	3	
35306	SHOP 40	New	User Story	SHOP 40 - The system must display the itemized total of the submission(s) prior to being directed to CEPAS.	3	
35307	SHOP 50	New	User Story	SHOP 50 - The system must allow the customer to do any of the following to the items within the shopping cart:	3	
35308	ACC 40	New	User Story	ACC 40 - The system must not allow editing of payment information provided by the customer or by internal staff when the payment is submitted and approved.	5	
35309	ACC 80	New	User Story	ACC 80 - The system must provide a detailed receipt for a successful payment.	1	
35369	UMGT 40	New	User Story	UMGT 40 - The system must allow the external users access to their user account via a secure method pursuant to the State of Michigan LARA/DTMB policies.	0	Part of the MILogin Integration
35370	UMGT 50	New	User Story	UMGT 50 - The system must authenticate the individual users of the application. Each user must have their own account.	0	Part of the MILogin Integration
35372	CUST 30	New	User Story	CUST 30 - The system must allow for the online forms to meet Michigan laws and rules.	3	
35377	INT 20	New	User Story	INT 20 - The system must have a 2 way interface with Address Verification	3	

35383	TECH 10	New	User Story	TECH 10 - The system must meet all e-Michigan standards for State of Michigan applications.	6	
35398	UMGT 60	New	User Story	UMGT 60 - The system must use Single Sign On(SSO).	5	
35401	UACC 10	New	User Story	UACC 10 - The system must require external users to create an account.	3	
35402	UACC 20	New	User Story	UACC 20 - The system must require a customer to be logged into their account to submit and pay for documents and orders.	1	
35403	UACC 30	New	User Story	UACC 30 - The system should require a username and password to be created during account creation.	1	
35404	UACC 60	New	User Story	UACC 60 - The system must have a customer profile for allowing customers to make changes to their profile.	1	
35405	UACC 70	New	User Story	UACC 70 - The system must provide the ability for password/username recovery.	1	
35406	UACC 80	New	User Story	UACC 80 - The system must provide error message when a customer enters incorrect username/password.	1	
35407	UACC 90	New	User Story	UACC 90 - The system should alert the customer if the username is not associated to an account.	1	
35408	UACC 100	New	User Story	UACC 100 - The system should allow a username to be modified after the user account is created.	1	
35409	UACC 110	New	User Story	UACC 110 - The system must allow a password to be modified after the user account is created.	1	
35410	UACC 120	New	User Story	UACC 120 - The system must allow the external customer to make modifications to their password (and username if possible).	1	
35415	INT 20	New	User Story	INT 20 - The system must have a 2 way interface with Transunion	10	
35434	UMGT 150	New	User Story	UMGT 150 - The system must allow external users to register their account and file documents online.	1	

35435	UMGT 151	New	User Story	UMGT 151 - The system must allow external users to register their account and file documents online.	1	
35833	UACC 40	New	User Story	UACC 40 - The system must provide the ability to verify the email address while creating an account.	3	
					104	

TruValidate:

DevOps ID	MI Business Specification Number	State	Work Item Type	DevOps Title	Story Points	Reason for 0 Story Points
31028	N/A	Closed	POC	Evaluate Documentation and Create POC for Integration Effort	0	Status is closed.
31029	N/A	Closed	POC	TruValidate Integration - NuGet Package	0	Status is closed.
31024	N/A	Closed	POC	TruValidate Integration - Frontend	10	
34836	N/A	Closed	POC	TruValidate Integration- Backend	0	Status is closed.
36622	N/A	Closed	POC	TruValidate Integration- Create Fraud risk Check Models- Backend	0	Status is closed.
36811	N/A	Closed	POC	TruValidate Integration Documentation	0	Status is closed.
36923	N/A	Closed	User Story	Integrate TruValidate into Product implementation	3	
36924	N/A	Closed	User Story	Add TruValidate integrated endpoint protection in Production implementation	5	
		New	User Story	Add TruValidate to MI implementation	5	
			Implementation	Frontend and Backend Updates to Integrate	23	

Data Conversion:

DevOps ID	MI Business Specification Number	State	Work Item Type	DevOps Title	Story Points	Reason for 0 Story Points
34588	DATA 10	New	User Story	DATA 10 - The system could convert TIF files into PDF files. The system could provide a viewer/reader so that TIF files are rendered as PDF files .	130	
35229	DATA 20	New	User Story	DATA 20 - The system must migrate all active and historical data to the new system.	230	
35230	DATA 40	New	User Story	DATA 40 - The system must provide a separate database to house the conversion and testing from DEV and TEST.	0	This is already done.
35231	DATA 50	New	User Story	DATA 50 - The system must provide verification record counts from the new system.	5	
35232	DATA 70	New	User Story	DATA 70 - The system must make all corporation annual reports/statements prior to January 1st the year of go live minus 10 years inaccessible online for public users.	20	
35233	DATA 80	New	User Story	DATA 80 - The system must migrate alerts and comments from entity records.	10	
35234	DATA 90	New	User Story	DATA 90 - The system must store legacy history information so it is distinguishable from new history information created after implementation.	20	
35235	DATA 100	New	User Story	DATA 100 - The system must migrate "old ID number" and if applicable COFS ID number.	5	
35985	DATA 30	New	User Story	DATA 30 - The system must migrate "In Process" rejected filings to the new system.	10	
35986	DATA 60	New	User Story	DATA 60 - The system must migrate unpaid invoices into the new system.	10	
35228	GEN 180	New	User Story	GEN 180 - The system must successfully convert data and images to the new system.	10	
					450	

Gaps:

DevOps ID	MI Business Specification Number	State	Work Item Type	DevOps Title	Story Points	Reason for 0 Story Points
34509	MAIL 140	Removed	User Story	MAIL 140 - The system must provide the ability for the authorized Corps staff to print the entire batch or page range selected in a batch.	0	Status is removed.
34513	REP 44	New	User Story	REP 44 - As a system user, I want the system to generate a CEPAS to SIGMA reconciliation report	3	
34612	REP 42	New	User Story	REP 42 - As a system user, I want the system to generate an Assumed names used in a joint venture generated as part of a set out process report	5	
34614	REP 46	New	User Story	REP 46 - As a system user, I want the system to generate a Expired/Unpaid Orders report	4	
34616	REP 48	New	User Story	REP 48 - As a system user, I want the system to generate a New Business List report.	3	
34619	REP 51	New	User Story	REP 51 - As a system user, I want the system to generate a Specific Details/Information about mailings/setouts.	15	
35357	SRCH 30	New	User Story	SRCH 30 - The system must allow for the Name Availability search for external users.	0	It was agreed that for external users it would be sufficient for the wizard to indicate the name wasn't available.
35359	SRCH 40	New	User Story	SRCH 40 - As a public user, I want the ability to search for business entities by individual name (principal name) so that I can find a business entity in many ways.	5	
35366	SUBR 40	New	User Story	SUBR 40 - The system must allow for the internal user to add restricted words.	4	

35379	SUBR 10	New	User Story	SUBR 10 - The system must display the data inputted into the form by the external customer for the internal user to review.	3	
35835	GEN 160	Removed	User Story	GEN 160 - The system must allow staff to be able to generate auto-filled/pre-populated one-off paper forms.	0	Status is removed.
35836	MAIL 120	New	User Story	MAIL 120 - The system must allow selecting the right template for the mailings.	10	
35837	MAIL 130	Removed	User Story	MAIL 130 - The system must print the specific details in a scan line for mailings.	0	Status is removed.
35838	MAIL 100	New	User Story	MAIL 100 - The system must have the ability for the authorized Corps staff to identify the entity counts and page counts for each batch before scheduling the job.	5	
35839	MAIL 160	New	User Story	MAIL 160 - The system must be able to generate print files for a mailing and route to the print center.	5	
35840	MAIL 180	New	User Story	MAIL 180 - The system must provide the ability for authorized internal users to create and generate mailings for Mark renewals.	5	
35841	MAIL 190	New	User Story	MAIL 190 - The system must provide the ability for authorized internal users to create and generate mailings for LLP renewals.	5	
35842	ORD 100	New	User Story	ORD 100 - The system must automatically create certificates and copies if the order is auto-approved and allow the internal users to manually create/edit the certificate if it's not auto-approved.	5	
35843	ORD 120	New	User Story	ORD 120 - The system must automatically update the status of the order while allowing internal users a manual process to change the status of the order.	5	
35844	ORD 130	New	User Story	ORD 130 - The system must allow certain internal users to modify orders no matter the status of the order.	5	

35845	ORD 190	New	User Story	ORD 190 - The system must add the order item image(s) to the order.	8	
35846	ORD 240	New	User Story	ORD 240 - The system must allow customers to provide additional information for certain ordered items.	3	
35847	ARAS 70	New	User Story	ARAS 70 - The system must include readable identification numbers (insert in bar code) in all annual reports/ annual statements and any forms that can be auto-approved.	0	Part of the base product.
35848	GEN 60	New	User Story	GEN 60 - The system must provide the ability for the ADMIN role to modify/delete the comment once the comment is saved.	6	
35849	ARAS 20	New	User Story	ARAS 20 - The system must require the customer to submit all annual reports and fees which are due when submitting a renewal/restoration.	3	
35850	ARAS 30	New	User Story	ARAS 30 - The system must require the customer to submit all annual statements and certificate of restoration of good standing and fees (penalties) which are due when submitting a renewal/restoration	3	
35851	GEN 240	New	User Story	GEN 240 - The system must accommodate processes that are interconnected between entities e.g. conversions, mergers, and joint ventures.	40	
35852	GEN 290	New	User Story	GEN 290 - Allow specific users to remove alert indicators on specific notes	5	
35853	ACC 100	New	User Story	ACC 100 - The system must provide the ability for internal users (staff) to apply payments for in-person submissions.	6	
35854	ACC 110	New	User Story	ACC 110 - The system must provide the ability to rescind filings.	10	
35855	ACC 150	New	User Story	ACC 150 - The system must notify C3/CEPAS/SIGMA (as appropriate) of the refund pertaining to the specific SKU/ transaction.	1	

35856	INT 10	New	User Story	INT 10 - The system must have a 1 way interface with SIGMA.	10	
35857	ADMN 20	New	User Story	ADMN 20 - The system must provide the ability for authorized users to create or modify items that might have frequent changes.	5	
35858	ARAS 50	New	User Story	ARAS 50 - The system must update the expiration date for Assumed Name(s) after an entity is restored or renewed to good standing and the Assumed Name(s) have time remaining until they expire in light of the renewal/restoration.	3	
35859	ARAS 50	New	User Story	ARAS 50 - Name availability check on ABNs when doing a renewals/restorations	3	
35861	CUST 90	New	User Story	CUST 90 - The system must provide a spell check and force capitalization.	3	
35862	PAP 30	New	User Story	PAP 30 - The system must provide a spell check and force capitalization.	3	
35863	SUBR 20	New	User Story	SUBR 20 - The system must provide a spell check.	0	duplicate of ticket #36008
35888	SRCH 60	Closed	User Story	SRCH 60 - The system must provide for a Corporation Card File search for both internal and external users.	0	Status is closed.
35889	SRCH 60	Closed	User Story	SRCH 60 - As a public user, I want the ability to search for corporation card file information so that I can obtain information about legacy documents.	0	Status is closed.
35890	SRCH 90	Closed	User Story	SRCH 90 - The system must remove Name Reservations from Business Entity Search two weeks after the Name Reservation has expired.	0	Status is closed.
35893	UMGT 20	Closed	User Story	UMGT 20 - The system must allow Admin role to maintain user roles which should ensure the accuracy of the data by limiting data access to various users.	0	Status is closed.
35894	UMGT 70	Closed	User Story	UMGT 70 - The system must log access and facilitate auditing according to DTMB standards.	0	Status is closed.
35896	GEN 210	Closed	User Story	GEN 210 - The system must allow for Data Subscriptions.	0	Status is closed.

35899	N/A	New	User Story	Data Subscription - State and Country Codes	5	
35902	N/A	New	User Story	Data Subscription - MI County Codes	5	
35907	N/A	New	User Story	Data Subscription - GeneralPartner.csv File Layout	5	
35909	N/A	New	User Story	Data Subscription - History.csv File Layout	5	
35954	INT 10	New	User Story	INT 10 - The system must have a 1 way interface with CSCL Scanning Solution	4	
35960	MAIL 180	Removed	User Story	MAIL 180 - The system must provide the ability for authorized internal users to create and generate mailings for Mark renewals.	0	Status is removed.
35984	CUST 100	New	User Story	CUST 100 - The system must allow for the external customer to perform a name availability search.	3	
35985	DATA 30	New	User Story	DATA 30 - The system must migrate "In Process" rejected filings to the new system.	10	
35986	DATA 60	New	User Story	DATA 60 - The system must migrate unpaid invoices into the new system.	5	
35987	DOC 90	New	User Story	DOC 90 - The system must calculate and add expiration dates to applicable forms upon filing and update the record accordingly.	5	
35988	DOC 110	New	User Story	DOC 110 - The system must combine the approved form and system-produced certificate (if applicable) into one PDF.	5	
35989	REJ 150	New	User Story	REJ 150 - The system must allow internal users to include a pdf of a form with a correction/rejection letter.	6	
35990	INT 10	New	User Story	INT 10 - The system must have a 1 way interface with Preservica	10	
35991	MAIL 60	New	User Story	MAIL 60 - The system should have bulk filing capability for Annual Reports/Annual Statements	50	
35992	MAIL 170	New	User Story	MAIL 170 - The system must have the ability for the authorized Corps staff to schedule and execute a mass status change for entities that meet certain selection criteria (setouts).	5	

35993	PAP 70	New	User Story	PAP 70 - The system must provide the ability to override address verification for paper form data entry.	0	This will be handled via the wizard.
35994	REJ 80	New	User Story	REJ 80 - The system must keep the correction/rejection information and image of correction/rejection letter and corresponding document for 2 years (based on retention and disposal schedule).	5	
35995	TECH 110	New	User Story	TECH 110 - The system must follow the agency and general Retention Schedules for document and data retention and provide an option to make modification based on any changes in the retention policy.	1	
35996	REJ 140	Removed	User Story	REJ 140 - The system must allow certain user roles to access and take action on a corrected/rejected document.	0	Status is removed.
35997	REP 30	New	User Story	REP 30 - The system must provide a report on the usage statistics for every system function.	5	
35998	REP 40	New	User Story	REP 40 -As a system user, I want the system to generate a report of statistics on filed and rejected documents.	4	
36000	REP 43	New	User Story	REP 43 - As a system user, I want the system to generate a scorecard report	10	
36002	REP 47	New	User Story	REP 47 - As a system user, I want the system to generate a Veteran's Fee Waivers report.	5	
36004	REP 49	New	User Story	REP 49 - As a system user, I want the system to generate a Approval Totals report.	4	
36005	REP 52	New	User Story	REP 52 - As a system user, I want the system to generate a Corporations Daily Entry log.	3	
36007	SCAN 80	Removed	User Story	SCAN 80 - The system must provide a mechanism for identifying batches of scanned documents.	0	Status is removed.
36008	SRCH 60	New	User Story	SRCH 60 - The system must provide for a Corporation Card File search for both internal and external users.	5	

36009	SRCH 60	New	User Story	SRCH 60 - As a public user, I want the ability to search for corporation card file information so that I can obtain information about legacy documents.	5	
36010	SRCH 90	New	User Story	SRCH 90 - The system must remove Name Reservations from Business Entity Search two weeks after the Name Reservation has expired.	5	
36011	SUBR 70	New	User Story	SUBR 70 - The system must allow the internal user to input data that will be affiliated to record that is not included in the filed image.	5	
36012	TECH 140	New	User Story	TECH 140 - The system must utilize security controls to assist in the integrity of the data.	10	
36013	UMGT 20	New	User Story	UMGT 20 - The system must allow Admin role to maintain user roles which should ensure the accuracy of the data by limiting data access to various users.	0	
36014	UMGT 70	New	User Story	UMGT 70 - The system must log access and facilitate auditing according to DTMB standards.	0	
36015	WORK 60	New	User Story	WORK 60 - The system must allow internal users to search for work items.	7	
36016	GEN 210	New	User Story	GEN 210 - The system must allow for Data Subscriptions.	1	
36017	MAIL 200	New	User Story	MAIL 200 - The system could have the ability to generate and send Trademark Data to customers who have subscribed to the Trademark Data Subscription Service.	9	
36018	N/A	New	User Story	Data Subscription - Entity Types	5	
36020	N/A	New	User Story	Data Subscription - Inactive Types	5	
36021	N/A	New	User Story	Data Subscription - History Codes	5	
36023	N/A	New	User Story	Data Subscription - Summary.csv File Layout	5	
36024	N/A	New	User Story	Data Subscription - Corporation.csv File Layout	5	
36025	N/A	New	User Story	Data Subscription - LimitedLiabilityCompany.csv File Layout	5	
36026	N/A	New	User Story	Data Subscription - LimitedPartnership.csv File Layout	5	

36028	N/A	New	User Story	Data Subscription - NameRegistration.csv File Layout	5	
36030	N/A	New	User Story	Data Subscription - AssumedName.csv File Layout	5	
36032	MAIL 90	Removed	User Story	MAIL 90 - The system must print read marks on annual reports.	0	Status is removed.
36033	MAIL 140	Removed	User Story	MAIL 140 - The system must provide the ability for the authorized Corps staff to print the entire batch or page range selected in a batch.	0	Status is removed.
36034	CUST 170	New	User Story	CUST 170 - The system must allow for the functionality of Joint Venture Assumed Names when multiple forms are submitted together.	8	
36035	TECH 190	New	User Story	TECH 190 - The system must renew certificates as a package instead of one by one.	10	
36036	SHOP 60	Removed	User Story	SHOP 60 - The system could have the ability for customers to submit a formation document for an entity and a subsequent document for that same entity in the one payment transaction.	0	Status is removed.
36037	TECH 150	New	User Story	TECH 150 - The system must allow an entity to have multiple filings in process at the same time without the data from one filing corrupting the other filings.	3	
36038	ACC 90	Removed	User Story	ACC 90 - The system must provide the ability to carry forward complete or partial payments for document resubmissions.	0	Status is removed.
36039	ACC 120	Removed	User Story	ACC 120 - The system must allow for a fee submitted with one form type to be applied to another form type.	0	Status is removed.
36040	REJ 130	Removed	User Story	REJ 130 - 'The system must allow internal users to select another form to apply the fees from the corrected/rejected form to.	0	Status is removed.
36041	ADMN 90	New	User Story	ADMN 90 - The system must allow authorized users to change the form type of a form on the record of an entity.	4	

36042	ADMN 30	New	User Story	ADMN 30 - The system must not impact entity records if admin-configured data has already been used and stored in one or more entity records.	3	
36043	PAP 110	New	User Story	PAP 110 - The system must combine the certificate (if applicable) and the approved form into one pdf and update the entity status.	0	duplicate of #35988
36044	MAIL 50	New	User Story	MAIL 50 - The system must allow for bulk annual filings and notice prints.	5	
36045	REJ 90	New	User Story	REJ 90 - The system must correct/reject an entire package when one form within the package is not fileable.	0	handled by #36055
36047	REP 45	New	User Story	REP 45 - As a system user, I want the system to generate a SKU reconciliation report	10	
36048	SCAN 40	New	User Story	SCAN 40 - The system must not have a barcode sheet per each document for scanning.	5	
36049	UINT 110	Removed	User Story	UINT 110 - The system must provide all internal users the ability to view the external customer dashboard.	0	Status is removed.
36050	GEN 220	Removed	User Story	GEN 220 - The system could allow for the Summons and Complaints to be recorded.	0	Status is removed.
36055	GEN 170	New	User Story	GEN 170 - The system must prevent the submission of only one document in a required package. When the requirements of a form/restoration/renewal require more than one form to be submitted,...	10	
					509	

Trademark:

DevOps ID	MI Business Specification Number	State	Work Item Type	DevOps Title	Story Points	Reason for 0 Story Points
35220	ADMN 80	New	User Story	ADMN 80 - The system should provide the ability for admin to add or modify Class Codes.	7	

35363	SRCH 80	New	User Story	SRCH 80 - The system must provide for a Marks and Insignia search for both internal and external users.	5	
35364	SRCH 80	New	User Story	SRCH 80 - As a public user, I want to be able to search for a trademark, service mark, or insignia so that I can quickly find trademark, service mark, and insignia information.	5	
35468	N/A	New	User Story	600 - APP FOR REG OF TRADE/SERVICE MARK	5	
35469	N/A	New	User Story	602 - APP FOR REGISTRATION OF INSIGNIA	5	
35479	N/A	New	User Story	601 - RENEWAL OF TRADEMARK/SERVICE MARK	5	
35524	N/A	New	User Story	603 - ASSIGNMENT OF TRADE/SERVICE MARK	5	
35525	N/A	New	User Story	631 - CANCELLATION OF TRADE/SERVICE MARK	5	
					42	

Technical:

DevOps ID	MI Business Specification Number	State	Work Item Type	DevOps Title	Story Points	Reason for 0 Story Points
35384	TECH 30	New	User Story	TECH 30 - The system must be mobile-friendly, that can be run efficiently on any device, including a desktop.	1	
35385	TECH 40	New	User Story	TECH 40 - The system must maintain the same level of performance when opened in different browsers.	1	
35386	TECH 60	New	User Story	TECH 60 - The system must be scalable to support an increasing user base and data volume.	1	
35387	TECH 70	New	User Story	TECH 70 - The system must be able to handle thousands of concurrent users without performance deterioration.	1	
35388	TECH 80	New	User Story	TECH 80 - The system must respond within a few seconds of user input and the application should not be interrupted by delays in processing.	1	
35389	TECH 90	New	User Story	TECH 90 - The system must provide the ability to schedule jobs.	1	
35390	TECH 100	New	User Story	TECH 100 - The system must be available online 24 hours a day, 7 days a week, except for maintenance purposes.	1	
35391	TECH 120	New	User Story	TECH 120 - The system must archive data that no longer needs to be kept on the database (according to the current retention policy).	10	
35393	TECH 170	New	User Story	TECH 170 - The system must comply with the Americans with Disabilities Act (ADA) (also known as 508 compliance).	1	
35394	TECH 180	New	User Story	TECH 180 - The system must keep a log of all communications sent per Retention and Disposal Schedule.	1	
35396	UMGT 110	New	User Story	UMGT 110 - RTO (Recovery Time Object) - when a disaster happens, the system must be restored to operation within 8 hours.	5	
35397	UMGT 120	New	User Story	UMGT 120 -RPO (Recovery Point Object) - when a disaster happens, no more than 8 hours of data should be lost.	5	

35259	GEN 20	New	User Story	GEN 20 - The system must meet Michigan laws and rules.	1	
					30	

Security:

DevOps ID	MI Business Specification Number	State	Work Item Type	DevOps Title	Story Points	Reason for 0 Story Points
36755	AU-02, AU-03, and AU-12	New	User Story	Security AU-02, AU-03, and AU-12	10	
36756	AU-02 (Tecuity) AU-03 (Tecuity) AU-12 (Tecuity)	New	User Story	Security AU-02, AU-03, AU-12	5	
36757	AU-02 (Tecuity) AU-03 (Tecuity) AU-12 (Tecuity)	New	User Story	Security AU-02, AU-03, AU-12	3	
36758	AU-02 (Tecuity) AU-03 (Tecuity) AU-12 (Tecuity)	New	User Story	Security AU-12	3	

36759	AU-06 (Tecuity) AU-07 (1) (Tecuity) AU-08 (Tecuity)	New	User Story	Security AU-06, AU-07, AU-08	5	
36760	AU-11	New	User Story	Security AU-11	5	
36761	CP-02 (Tecuity)	New	User Story	Security - Develop Business Continuity Plan	8	
36762	CP-04 (Tecuity)	New	User Story	Security CP-04	5	
36765	AC-02 gj	New	User Story	Security AC-02 gj	5	
36766	AC-02 (1)(2)(3)(4) (Hybrid)	New	User Story	Security AC-02 (1)(2)(3)(4) (Hybrid)	5	
36767	AC-06 (Hybrid)	New	User Story	Security - AC-06 (Hybrid)	10	
36768	AC-06 (Hybrid)	New	User Story	Security AC-06(2)	2	
36769	AC-06(5) (Hybrid)	New	User Story	Security AC-06(5)	3	
36770	AT-03	New	User Story	AT-03	5	
36771	AC-21	New	User Story	AC-21	8	
36772	CM-02, etc. (Tecuity)	New	User Story	Security CM-02, CM-07(1)(2)(4)	5	
36774	CM-02, etc. (Tecuity)	New	User Story	Security CM-08	5	

36775	CM-02, etc. (Tecuity)	New	User Story	Security CM-09	5	
36776	CM-02, etc. (Tecuity)	New	User Story	Security CM-10	5	
36777	CM-02, etc. (Tecuity)	New	User Story	Security CM-03	5	
36778	CM-02, etc. (Tecuity)	New	User Story	Security CM-02(1)	3	
36779	CM-02, etc. (Tecuity)	New	User Story	Security CM-04	3	
36780	CM-02, etc. (Tecuity)	New	User Story	Security CM-05, CM-06, CM-07	5	
36781	CM-02, etc. (Tecuity)	New	User Story	Security CM-02(3)	3	
36782	SA-11	New	User Story	Security SA-11	8	
36784	PE-02 (Tecuity) PE-03 (Tecuity)	New	User Story	Security PE-02	5	
36785	PE-02 (Tecuity) PE-03 (Tecuity)	New	User Story	Security PE-03	10	
36786	PE-06	New	User Story	Security PE-06	10	
36787	PE-08	New	User Story	Security PE-08	10	
35368	UMGT 30	New	User Story	UMGT 30 - The system must keep the Personal Identification Information (PII) confidential to unauthorized users while allowing authorized users to view the PII.	0	This is standard functionality.

35392	TECH 130	New	User Story	TECH 130 - The system must encrypt all data, both in transit and in rest according to industry standards.	0	This is standard functionality.
35395	TECH 200	New	User Story	TECH 200 - The system must not include any private identifying characteristics in the URLs for specific entity records.	3	
35411	UACC 130	New	User Story	UACC 130 - The system must allow the admin role to revoke a user account.	3	
35421	UINT 50	New	User Story	UINT 50 - The system must provide a method to link an existing entity or entities to a user(s) account.	5	
35431	TECH 50	New	User Story	TECH 50 - The system must ensure the accuracy of data by limiting access to role(s) that are authorized to enter and/or modify the data.	1	
35432	UINT 120	New	User Story	UINT 120 - The dashboard must be configurable based on user roles.	1	
35433	UMGT 10	New	User Story	UMGT 10 - The system must use role based security.	1	
35436	UMGT 160	New	User Story	UMGT 160 - The system must maintain the external user session even when user opens links.	1	
35559	WORK 20	New	User Story	WORK 20 - The system must assign the work item according to user roles and permissions.	1	
35564	WORK 80	New	User Story	WORK 80 - The system must allow certain user role (managers and lead workers) to access work items directly from the work list and take actions.	1	
35565	WORK 90	New	User Story	WORK 90 - The system must allow the certain user role to assign staff members a form to review.	1	
36014	UMGT 70	New	User Story	UMGT 70 - The system must log access and facilitate auditing according to DTMB standards.	0	This is standard functionality.
36812	ADMN 60	New	User Story	ADMN 60 - The system could allow authorized users to move images from being associated to one entity to another	0	This is standard functionality.
35219	ADMN 70	New	User Story	ADMN 70 - The system must provide flexibility to users with ADMIN role to make changes to all existing forms including form deadlines etc.	1	
37102	IA-05 (1)(11) (Tecuity)	New	User Story	IA-05 (1)(11) (Tecuity)	0	Covered by MiLogin

37103	AC-08 (Tecuity)	New	User Story	AC-08 (Tecuity)	0	Covered by MiLogin
37104	IA-02 (1)(2)(3)(8)(11)(12) (Hybrid)	New	User Story	IA-02 (1)(2)(3)(8)(11)(12) (Hybrid)	0	Covered by MiLogin
37107	AC-02 abcdefi AC- 05 (Hybrid)	New	User Story	AC-02 abcdefi AC-05 (Hybrid)	0	Covered by MiLogin
37108	AC-07 (Hybrid)	New	User Story	AC-07 (Hybrid)	0	Covered by MiLogin
37109	AC-11 (1) (Hybrid)	New	User Story	AC-11 (1) (Hybrid)	3	
36859	N/A	New	User Story	SOC - Rec-17 - audit account lockout policies	2	
36860	N/A	New	User Story	SOC - Rec-103 - formalize job roles and responsibilities	2	
36862	N/A	New	User Story	SOC - Rec -111, Rec-112, Rec-621 - formally define internal controls environment	5	
36863	N/A	New	User Story	SOC - Rec-116 - evaluate management/ops independence	1	
36864	N/A	New	User Story	SOC - Rec-114, Rec-115, Rec-517 - formalize annual risk assessment	5	
36866	N/A	New	User Story	SOC - Rec-608 - formalize training policy	1	
36867	N/A	New	User Story	SOC - Rec-610 - formalize annual security training	5	
36869	N/A	New	User Story	SOC - Rec-624 - establish anonymous hotline	2	
36870	N/A	New	User Story	SOC - Rec-206 - formalize customer agreement template	3	

36873	N/A	New	User Story	SOC - Rec-209, Rec-214, Rec-515 - obtain third-party attestation reports and manage gap remediation	5	
36874	N/A	New	User Story	SOC - Rec-702, Rec-718, Rec-136 - create master inventory list	3	
36876	N/A	New	User Story	SOC - Rec-703, Rec-705, Rec-711, Rec-719, Rec-138, Rec-133, Rec-46 - policy for data classification, retention, and destruction	5	
36878	N/A	New	User Story	SOC - Rec-1 - general controls policies	8	
36879	N/A	New	User Story	SOC - Rec-3, Rec-5, Rec-2 - formalize access policy	5	
36881	N/A	New	User Story	SOC - Rec-12 - implement network audit log policy	3	
36882	N/A	New	User Story	SOC - Rec-304 - encryption policy	1	
36883	N/A	New	User Story	SOC - Rec-305.1 - audit data at rest encryption	1	
36884	N/A	New	User Story	SOC - Rec-305 - audit data in transit	1	
36885	N/A	New	User Story	SOC - Rec-401, Rec-404 - formalize incident response	5	
36886	N/A	New	User Story	SOC - Rec-409, Rec-411 - vulnerability scanning	5	
36887	N/A	New	User Story	SOC - Rec-412 - penetration testing	5	
36888	N/A	New	User Story	SOC - Rec-900 - review DR policy	3	
36889	N/A	New	User Story	SOC - Rec-526 - implement policy to forecast processing demands	1	
36890	N/A	New	User Story	SOC - Rec-528 - review continuous monitoring processes	2	
36892	N/A	New	User Story	SOC - Rec-201, Rec-208 - formalize third-party agreements	2	

36894	N/A	New	User Story	SOC - Rec-8, Rec-10 - audit network password and lockout requirements	3	
36895	N/A	New	User Story	SOC - Rec-6, Rec-7 - audit network roles and access	2	
36896	N/A	New	User Story	SOC - Rec-19 - formalize OS audit log reviews	2	
36897	N/A	New	User Story	SOC - Rec-22, Rec-24 - DB password and lockout policy review	3	
36898	N/A	New	User Story	SOC - Rec-25, Rec-25 - verify DB audit logging and log reviews	3	
36899	N/A	New	User Story	SOC - Rec-32, Rec-33 - app audit log and log reviews	3	
36900	N/A	New	User Story	SOC - Rec-37 - MFA for VPN	3	
36901	N/A	New	User Story	SOC - Rec-828 - audit network changes	2	
36902	N/A	New	User Story	SOC - Rec-40 - review VPN audit logs	2	
36903	N/A	New	User Story	SOC - Rec-300, Rec-302 - review anti-malware, firewall, endpoint protection	2	
36904	N/A	New	User Story	SOC - Rec-307 - IDS and IPS	5	
36905	N/A	New	User Story	SOC - Rec-313 - DMZ review	1	
36906	N/A	New	User Story	SOC - Rec-829, Rec-826 - document OS and OS file changes	2	
36907	N/A	New	User Story	SOC - Rec-832 - document infrastructure changes	2	
36908	N/A	New	User Story	SOC - Rec-830 - document DB changes	2	
36909	N/A	New	User Story	SOC - Rec-817 - communicate system changes	2	

36910	N/A	New	User Story	SOC - Rec-822, Rec-820, Rec-529, Rec-800 - tighten change control	5	
36914	N/A	New	User Story	SOC - Rec-902, Rec-903, Rec-904, Rec-309, Rec-49 - backup policies, alerts, offsite storage, testing	5	
36915	N/A	New	User Story	SOC - Rec-134, Rec-135, Rec-137, Rec-139 - confidential info maintenance, protection, destruction	5	
36916	N/A	New	User Story	SOC - Rec-13, Rec-14 - audit OS roles and access	2	
36917	N/A	New	User Story	SOC - Rec-15 - OS password review	2	
36918	N/A	New	User Story	SOC - Rec-21, Rec-20, Rec-20.1 - DB role and access review	3	
36919	N/A	New	User Story	SOC - Rec-306 - firewall application	5	
36920	N/A	New	User Story	SOC - App password strength enforcement	3	
36921	N/A	New	User Story	SOC - audit network segmentation	1	
					337	

Reports:

DevOps ID	MI Business Specification Number	State	Work Item Type	DevOps Title	Story Points	Reason for 0 Story Points
35338	REP 10	New	User Story	REP 10 - The system must allow the creation of ad-hoc reports and queries.	5	
35339	REP 20	New	User Story	REP 20 - The system must allow all reports to be exported to Excel and/or a CSV file, maintaining formatting and functionality within Excel & CSV file.	1	
35340	REP 40	New	User Story	REP 40 - As a system user, I want the system to generate a report of Detailed Payment Information.	5	
35341	REP 50	New	User Story	REP 50 - The system must limit user access to reports depending on the user role.	5	
35247	MAIL 70	New	User Story	MAIL 70 - The system must have a Database Manager tool that allows authorized Corps staff to execute queries and run reports based on data in existing fields, and it will allow import/export of the data.	5	
35334	ACC 170	New	User Story	ACC 170 - The system must provide a report that provide detailed payment information.	5	
35335	ADMN 100	New	User Story	ADMN 100 - The system should allow the admin to modify notifications.	1	
35336	MAIL 110	New	User Story	MAIL 110 - The system could have the ability for authorized Corps staff to create and modify mailing templates.	1	
35342	UMGT 130	New	User Story	UMGT 130 - As an authorized staff member, I want the ability to run the Users by Role report to verify that users are assigned to the appropriate roles within the system.	1	
					29	

3. Workstreams The project implementation schedule by workstream is below.

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25
Wizard Building															
Initial Filings															
Subsequent Documents															
Search															
Assumed Name															
Terminations / Dissolutions / Cancellations / Withdrawals															
Annual Reports and Annual Statements															
Renewals & Restorations															
Mergers															
Conversions															
Orders															
Integrations - Michigan															
Integrations - Vendor - Transunion															
Data Conversion															
Trademark															
Technical															
MI Security Requirements (Assumed)															
SOC Gap Remediation															
Reporting															
Gaps															
Training Documentation															
Conduct Training															
UAT Prep															
UAT															
Finalized User Documentation															
MiBRP System Go Live															
Post-Production Warranty															

4. Forms and Wizard Development

- a. User Stories that contain a document name are meant to indicate that Wizard Form development is required. Tecuity is responsible for developing the Wizard Forms and SOM personnel will assist with business requirements and testing.
- b. The process outlined in Tecuity's Michigan Wizard Building Policy and Procedure document includes a description of the process for creating the Wizard Design Document. During this Wizard Design process, there will be some forms that will require more than one Wizard to fulfill the business needs and/or constraints of the wizard. It is anticipated that there will be some forms that can be combined due to the common functionality of Wizard elements.
- c. Tecuity acknowledges that there is not a one-to-one relationship between the name of a form and the number of wizards that need to be built.

5. Contract cost increase

- a. Delaying the Go Live to January 13, 2025 will increase hosting costs for the state by an additional five months at a cost of \$175,000. This is a contract cost increase.

6. Payment holdback for missed deliverables

- a. 10% of payment amounts for remaining non-invoiced deliverables as of the signing date of this Change Notice, to be withheld by the State of Michigan, excluding Hosting and Licensing
- b. Retention will be held until the end of the 30-day stabilization period that follows the release into production

7. SOC2/Type2 Audit

- a. The dates for SCC2/Type 2 Compliance are:

SOC2 Milestones	Date
Remediation Completion Date	04/01/24
Begin of audit window	04/01/24
Auditor field work starts - auditor begins reviewing Tecuity systems and processes for the audit window, Tecuity begins supplying evidence	06/08/24
Deadline for Tecuity to have all action items complete	06/23/24
Audit field work is complete, audit window ends	06/30/24
Auditor presents Tecuity with a draft of the audit report	07/30/24
Tecuity approves the draft audit report	08/06/24
Auditor provides final report that can be shared with Tecuity Customers	08/30/24

8. Transunion Fraud Detection Transaction Charges

- a. Tecuity will implement and integrate the fraud solution with TransUnion
- b. The State of Michigan will use the Transunion software to establish fraud parameters and triggers

- c. Tecuity will contract directly with Transunion for services
- d. Transunion will invoice Tecuity for transaction charges incurred based on the settings established by the State of Michigan. Tecuity will pass through the charges to the State without upcharge. All TransUnion transaction disputes will be between Michigan and TransUnion.
- e. Tecuity will require State of Michigan to validate functionality and test the system prior to Go-Live. All test transactions up to \$2,000.00 will be covered by Tecuity. Any test transactions that exceed the \$2,000.00 cap will be paid by the State of Michigan.
- f. TransUnion Production transaction charges will not begin until after system Go-Live date and will be invoiced and paid according to the payment terms outline in the original contract.

9. Tecuity Assigned Personnel

The updated list of Key and Non-Key personnel is included below.

Michigan Key Personnel

Role	Employee	Allocation	Years Exp.
KEY PERSONNEL			
Contractor Project Manager	Juli Mattfeldt	90-100%	20+ years
Contractor Implementation Leader	Steve Blakeslee	100%	7 years
Contract Security Officer	Ryan Smith	90-100%	20+ years
NON-KEY PERSONNEL			
Contract Administrator	Nick Eskelson	30-50%	5 years
Business Analyst	Kaden Schmidt	100%	1 year
Data Architect	Don Siess	100%	4 years
Technology Developer	Jim Meyer	100%	15 years
Technology Developer	Carter Wonnacott	100%	2 years
Technology Developer	Burdette Wilson	100%	2 years
Technology Developer	Braden Steiner	100%	2 years
Testing Personnel	Jordan Yates	75-100%	2 years
Testing Personnel	Kaden Dennison	75-100%	1 year
Testing Personnel	Porter Frazier	50%	1 year
Training Technical Lead	Jason Monson	100%	3 years
User Interface and User Experience	Drew Nusser	100%	3 years

TASKS:

No additional tasks are identified in this Change Notice.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables are further clarified in the schedule included in Section 1.

ACCEPTANCE CRITERIA:

For initial product backlog, Acceptance criteria will be documented in ADO and will be further clarified during analysis, grooming, and design sessions during the execution of this project. Section 9, Software Acceptance Testing, of the Agreement remains in effect.

PROJECT CONTROL AND REPORTS:

No additional project control activities nor reports are identified in this Change Notice.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

Payment schedule is clarified in the Attachments below.

EXPENSES:

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

PROJECT CONTACTS:

The designated Project Contacts are not changed by the Change Notice.

AGENCY RESPONSIBILITIES:

The Agency Responsibilities are not changed by this Change Notice.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

The location of work is not being changed by this Change Notice.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

The Contractor work hours are not being changed by this Change Notice. No overtime will be permitted.

This purchase order is a release from Contract Number 230000000726. This purchase order, statement of work, and the terms and conditions of Contract Number 230000000726 constitute the entire agreement between the State and the Contractor.



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

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **230000000726**

CONTRACTOR	Tecuity, Inc.	STATE	Program Manager	Various	LARA
	640 W 100 N				
	Hyde Park, UT 84318				
	Nick Eskelson	Contract Administrator		Jeremy Lyon	DTMB
	801-206-9788			(517) 230-2858	
	nick.eskelson@tecuity.com			lyonj5@michigan.gov	
	VS0066088				

CONTRACT SUMMARY							
BUSINESS FILING SYSTEM							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE			
April 24, 2023	April 23, 2028	5 - 1 Year		April 24, 2028			
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"/>		April 24, 2028			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$4,950,000.00	\$0.00	\$4,950,000.00					
DESCRIPTION							
Effective 10/11/2023, this change is to update the deliverable schedule and realign the payment timeline. Please see attached SOW for further detail.							
<ul style="list-style-type: none">•Adjusts the payment schedule and details the deliverables that trigger payments to the contractor.•Confirm the State's participation with developing forms and 'wizards.'•Clarify project management items related to the product backlog and workload per sprint.•Introduces the definitions of severity ratings for defects.•Introduces the deliverable acceptance process.•Clarifies that the expected Project Go Live date will be Monday, July 29, 2024							
All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, and DTMB Central Procurement approval.							

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: LARA / CSCL / FY23 / Mi Business Registry Portal (MiBRP)	Period of Coverage:
Requesting Department: LARA - CSCL	Date: 10/5/2023
Agency Project Manager: Giget Schlyer	Phone: 517-582-8330
DTMB Project Manager: Stuart Willard	Phone: 517-526-5410

BACKGROUND:

This is Change Notice 1 to Contract 230000000726 originally executed 4/25/2023 with Tecuity, Inc (Contractor) to provide Services to implement, configure, customize, support, and maintain a new Business Registry Portal (MiBRP) for the Corporations Division of the Corporations Securities, and Commercial Licensing Bureau (CSCL).

PROJECT OBJECTIVE:

The objective of the project is to achieve a comprehensive update of the Corporations Division's forms for online review and submissions. The new system will be scalable to accommodate the increased volume of customer submissions, particularly during the period surrounding annual filing deadlines.

Change Notice 1 is a zero-dollar change notice and accomplishes several objectives:

- Adjusts the payment schedule and details the deliverables that trigger payments to the contractor.
- Confirm the State's participation with developing forms and 'wizards.'
- Clarify project management items related to the product backlog and workload per sprint.
- Introduces the definitions of severity ratings for defects.
- Introduces the deliverable acceptance process.
- Clarifies that the expected Project Go Live date will be Monday, July 29, 2024

SCOPE OF WORK:

1. **Schedule B, Pricing:** The table in Attachment 1 below replaces the original Pricing and Payment Schedule. This new payment schedule includes several new payment points and identifies the expected deliverables for each payment. The Pricing and Payment Schedule serves as the new high-level project schedule with expected start and completion dates for the included milestones. If a deliverable is completed prior to the schedule, Tecuity will follow the Deliverable Acceptance and Invoicing Procedure for the item ahead of the documented high-level schedule.
2. **SOM to assist with Tecuity System Forms and Wizards:** The Tecuity system conducts much of its public-facing transactions by presenting the citizen users with web-browser based Forms. These Forms are an important element of the system and are created using Tecuity's proprietary forms 'Forms Wizard.' It is important for certain State personnel to become skilled in the use of the Forms Wizard to be able to create and maintain Forms during the operation of the system. The Tecuity-based Business Records Portal for Michigan will require more than 70 Forms to be developed using the Tecuity Forms Wizard. To ensure a successful implementation, it is important for State personnel and Tecuity personnel to work together to complete this effort.

During the project implementation, it is expected that SOM personnel will be trained by Tecuity staff and will participate with the development of the Forms by using the forms Wizard. Tecuity will be responsible for the completion and quality of the system implementation, including Wizard Forms development, and will dedicate a full-time person in addition to the Project Manager. The State personnel will continuously assist with all phases of the joint Forms development effort to provide existing forms layout, Forms Wizard editing, business rules input, and to review and approve completed Forms. The goal is for the State team, with Tecuity guidance, to create and edit as many of the Forms as time allows.

3. **Product Backlog and Roadmap:** At the completion of the Discovery Phase (Deliverable 5), Tecuity will develop the complete Product Backlog in Azure DevOps and each Product Backlog Item (PBI) will be estimated in hours, story points, or a mutually agreed upon level of effort. Tecuity will also develop the Product Roadmap that assigns each of the PBIs to one of the seven development sprints and organizes and sequences the work in a manner that facilitates efficient development.

The Product Roadmap and initial plan for the seven sprints will be reviewed and approved as part Deliverable 5. The detailed deliverables and total level of effort for each of the seven development sprints will be determined and published. Each of the seven sprint payments will be made when the number of points for a particular sprint have been delivered and accepted. This will allow the team to rearrange the planned work and to follow the Standard Product Backlog Change Process, if needed.

4. **Definition of Defect and Defect Severities:** A Defect is defined as a deviation from the established acceptance criteria for a requirement or PBI. The table below elaborates the severity levels for Defects and shall be assigned by the LARA Product Owner.

Severity Level	Description
1	Critical: The defect affects required functionality or critical data. It does not have a workaround. Examples: Failure of a required feature, missing functionality or incorrect data is stored.
2	High: The defect affects major functionality or major data. It has a workaround but is not obvious and is difficult. Examples: A feature is not functional, but the task may be accomplished if complicated indirect steps are followed. Spelling or grammatical errors on public facing components.
3	Minor: The defect affects minor functionality or non-critical data. It has an easy workaround. Example: A minor feature that is not functional in one module, but the same task is easily doable from another module.
4	Trivial: The defect does not affect functionality or data and does not require a workaround. It does not impact productivity or efficiency. It is merely an inconvenience. Example: Minor layout discrepancies or spelling/grammatical errors for SOM-facing components. Please note that spelling and grammatical errors for citizen-facing components are considered Severity 2.

For a production release, the User Acceptance Test will be completed, and no Severity 1 or Severity 2 defects can remain before releasing final system to production. The Product Owner may temporarily allow Severity 3 or Severity 4 defects if a satisfactory remediation plan is in place and the need for such exception will be evaluated on a case-by-case basis.

5. **Deliverable Acceptance and Invoicing Procedure.** To properly track the acceptance of each deliverable and facilitate an efficient payment process, the parties will use the following procedure for deliverables that have an associated payment,
- After the deliverables for each payment point are presented, reviewed, and deemed to be acceptable, the Tecuity Project Manager shall prepare a Deliverable Acceptance Form (DAF). The DAF will list the deliverables being accepted along with other contract related identification. The State Project Manager will provide a template and instructions for creating the DAF.
 - The DAF will be circulated for electronic signature by the appropriate Tecuity and management-level State personnel. Upon request, the State's Project Manager may circulate the DAF using the State's e-signature tool on behalf of Tecuity. It is agreed upon that circulation for signatures will be completed promptly and usually within 5 business days.
 - The fully signed DAF should be included within the corresponding Tecuity invoice document and properly submitted following the instructions in the State Purchase Order.

- iv. Deliverables 9 through 15 (Sprints) will require a project-level review and sprint acceptance using Form SEM-185, prior to creating a DAF. The State Project Manager will assist the Tecuity Project Manager and provide a template and instructions for creating the Sprint acceptance form. The Sprint acceptance form will be promptly reviewed and approved.

- 6. **Go Live Date.** The scheduled Go Live date for the Tecuity Michigan Business Records Portal is July 29, 2024.

TASKS:

No additional tasks are identified in this Change Notice.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables are further clarified in the attachments below.

ACCEPTANCE CRITERIA:

For initial product backlog, Acceptance criteria will be documented in ADO and will be further clarified during analysis, grooming, and design sessions during the execution of this project. Section 9, Software Acceptance Testing, of the Agreement remains in effect.

PROJECT CONTROL AND REPORTS:

No additional project control activities nor reports are identified in this Change Notice.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

Payment schedule is clarified in the Attachments below.

EXPENSES:

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

PROJECT CONTACTS:

The designated Project Contacts are not changed by the Change Notice.

AGENCY RESPONSIBILITIES:

The Agency Responsibilities are not changed by this Change Notice.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

The location of work is not being changed by this Change Notice.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

The Contractor work hours are not being changed by this Change Notice. No overtime will be permitted.

This purchase order is a release from Contract Number 230000000726. This purchase order, statement of work, and the terms and conditions of Contract Number 230000000726 constitute the entire agreement between the State and the Contractor.

PROJECT PLAN:

Please see attachments below.

Attachment 1 – Table B Pricing – as of 10/5/2023

Deliverable #	Milestone	Deliverables	Projected Start Date	Projected Finish Date	Payment Amount	Licensing	Hosting
D1	Project Kickoff	Contract Signing Kickoff Planning Conduct Kickoff Update Milestones Project Tailoring		6/12/2023	\$ 75,000		
D2	Initial Project Licensing	Kickoff Meeting Completed	6/1/2023	6/1/2023	\$ -	\$ 450,000	
D3	Hosting – CY Quarter 3 – 2023		6/1/2023	9/30/2023			\$ 105,000
D4	Project Planning	Conduct discovery and requirements validation sessions Contractor Provides DevOp Access for team members Establish DEV and Stage environments with SOM Access CN1 approved -Milestone and Payment Plan	6/1/2023	10/15/2023	\$ 300,000		
D5	Discovery Phase	Support Development of Project Management Plan (will not hold up payment) Project Management Plan approved (SOM will lead and will not hold up payment) Update and complete Project Schedule Identify, prioritize, and address product limitations (gap analysis) Initial Product Backlog fully estimated with initial effort estimates Initial Product Roadmap (backlog items and estimated effort for each sprint) Final Requirements Validation complete Identify hours available for current gaps Structured Walkthrough and Stage Exit Approval to move from Implementation and Planning to Execution stage.	6/1/2023	10/31/2023	\$ 250,000		
D6	Hosting – Quarter 4 – 2023		10/1/2023	12/31/2023			\$ 105,000
D7	Environments Set up (Dev, Stage)	Set up Development and Stage environments Identify SOM users that need access to environments Identify additional software needed and SOM security needs	6/1/2023	9/30/2023	\$ 100,000		
D8	Initial System Configuration	Enviroments and base code installed and available to State team Logos and Base Configuration in place	6/1/2023	10/31/2023	\$ 250,000		
D9	Sprint 1 - 4 weeks	Initial Product Roadmap, Sprint Plans, and estimates will be determined at the completion of the Discovery Phase. Each sprint will also ensure progress toward completion of the Wizards. Similar number of story points will be allocated to each Sprint. Sprint review and acceptance using form SEM-185 at the completion of each sprint. Tecuity Developers will unit test each completed backlog item prior to assigning to SOM team to functionally test and accept completed backlog items. Functional and System Design for integrations (First Draft) Sprint and payment approval based on completion of Sprint 1 story points.	10/2/2023	10/31/2023	\$ 200,000		
D10	Sprint 2 - 4 weeks	Sprint and payment approval based on completion of Sprint 2 story points.	11/1/2023	11/30/2023	\$ 200,000		
D11	Sprint 3 - 4 weeks	Sprint and payment approval based on completion of Sprint 3 story points.	12/1/2023	12/29/2023	\$ 200,000		
D12	Sprint 4 - 4 weeks	Sprint and payment approval based on completion of Sprint 4 story points.	1/1/2024	1/31/2024	\$ 200,000		
D13	Sprint 5 - 4 weeks	Sprint and payment approval based on completion of Sprint 5 story points.	2/1/2024	2/29/2024	\$ 200,000		
D14	Sprint 6 - 4 weeks	Sprint and payment approval based on completion of Sprint 6 story points.	3/1/2024	3/29/2024	\$ 200,000		
D15	Sprint 7 - 4 weeks	Sprint and payment approval based on completion of Sprint 7 story points.	4/1/2024	4/30/2024	\$ 200,000		

Deliverable #	Milestone	Deliverables	Projected Start Date	Projected Finish Date	Payment Amount	Licensing	Hosting
D16	eMichigan Reviews	Conduct Discovery session with Tecuity Developers and SOM eMichigan Team on or before 11/1/2023 Provide test credentials to eMichigan Team Review eMichigan test results (iterative) Resolve eMichigan non-conformance items (iterative) Develop plan of action and Risk Acceptance document for items that are not able to be resolved. Final approval of Risk Acceptance document	11/1/2023	4/30/2024	\$ 100,000		
D17	MiLOGIN Integration	Activities include, but are not limited to: Conduct Kickoff and MiLOGIN Discovery Develop user roles and subscription workflow Develop and approve specifications and DevOps Backlog Items Integrate MiLOGIN in Dev and Test environments End to end test of MiLOGIN capability in test environment	11/1/2023	1/31/2024	\$ 100,000		
D18	CEPAS/SIGMA Integration	Activities include, but are not limited to: Conduct Kickoff for CEPAS and SIGMA SKU File Functionality Conduction analysis and develop payment workflows Develop and approve specifications and DevOps Backlog Items Integrate CEPAS redirection in Dev and Test environments Build SKU file capability Build reconciliation capability Deliver SKU file through File Transfer Services in test environment End to end testing and acceptance of CEPAS and SIGMA Functionality	11/1/2023	4/30/2024	\$ 150,000		
D19	Fraud Prevention Integration	Activities include, but are not limited to: Conduct Kickoff and Fraud Prevention Discovery Develop and approve specifications and DevOps Backlog Items Integrate Fraud Prevention in Dev and Test environments End to end test of Fraud Prevention capability in test environment	11/1/2023	4/30/2024	\$ 50,000		
D20	Initial Data Conversion and Migration	Initial Data conversion and migration into Development and Stage environments CMT Data Mapping and Tracking tool setup Vendor and Agency Identify SOM Staff needed and dates for CMT training SOM to review migrated data and attend data cleansing sessions SOM will review the converted data in Stage environment and report errors in CMT Depending upon SOM participation, it is expected that the data in the Stage environment will be 25% to 50% correct	6/1/2023	10/15/2023	\$ 200,000		
D21	Data Conversion and Migration into DEV/STAGE	Update of data pushed into Development and Stage environments Initial data conversion and migration into Stage environment Schedule and Identify SOM staff needed for weekly review sessions of data issues and updates to CMT tool SOM to review migrated data and attend data cleansing sessions SOM will review the converted data in Stage environment and report errors in CMT Depending upon SOM participation, it is expected that the data in the Stage environment will be 50% to 75% correct	9/1/2023	12/15/2023	\$ 50,000		
D22	Advanced Data Conversion and Migration Dev/Stage	Update of data pushed into DEV and Stage Environment- Weekly review sessions of data issues, and subsequent updates to CMT tool and loads if necessary. SOM to review migrated data and attend data cleansing sessions Depending upon SOM participation, it is expected that the data in the Stage environment will be approximately 95% correct Data conversion activities will continue after this Milestone through the duration of the project	11/1/2023	2/15/2024	\$ 50,000		

Deliverable #	Milestone	Deliverables	Projected Start Date	Projected Finish Date	Payment Amount	Licensing	Hosting
D23	Hosting – Quarter 1 – 2024		1/1/2024	3/31/2024			\$ 105,000
D24	Training Documentation	Develop Training Plan All training materials completed Provide SIT test cases and sample UAT test cases to SOM and support SOM's UAT test development Draft the System Support Plan - SOM to review and approve Acceptance of Training material	2/13/2024	4/15/2024	\$ 50,000		
D25	Conduct Training	Update Training Plan, if needed Conduct Training Activities Acceptance of Training Activities	4/15/2024	4/30/2024	\$ 50,000		
D26	Hosting – Quarter 1 - 2024		4/1/2024	6/30/2024			\$ 105,000
D27	UAT Prep	SOM and Tecuity ready for UAT - Detailed test plans complete Develop Installation Plan Finalize Go Live Checklist and Implementation Plan All development items complete including integrations and user roles Full data conversion with production data. System Integration Testing complete by Tecuity	4/1/2024	4/30/2024	\$ 100,000		
D28	UAT 60 Days	SOM will conduct UAT tests Data conversion activities continue, and UAT will use converted production data. Contractor will support UAT testing process Triage, track, and mitigate defects UAT will continue until all Sev 1 and Sev 2 defects are repaired Develop UAT test closure report Conduct Go Live Readiness and Go/No Go meetings Support Stage exit approval	5/1/2024	7/1/2024	\$ 150,000		
D29	System Security Plan - Ready for Final Approval	Activities include, but are not limited to: Provide input and answers to control questions Security System Scans Security Plan in Final Approval Stage	12/1/2023	4/15/2024	\$ 135,000		
D30	System Security Plan - ATO Approved	Plans of Action and Mitigation (POAMS) as needed Final Approvals achieved Authority to Operate (ATO) is issued for new system	2/1/2024	5/31/2024	\$ 50,000		
D31	Finalized User Documentation	Complete all user documentation Finalize System Maintenance Plan	1/1/2024	6/30/2024	\$ 50,000		

Deliverable #	Milestone	Deliverables	Projected Start Date	Projected Finish Date	Payment Amount	Licensing	Hosting
D32	MiBRP system Go Live	The plan is to Go Live on Monday, July 29, 2024, and can be changed with mutual consent. Update production environment with code, data, and images Conduct Final Go/No-Go Decision Meeting Approve Go Decision using Form SEM-185 MiBRP System Moved to Production Environment MiBRP System Set up and Hardening in Production Conduct Collaborative Smoke testing of MiBRP System in Production MiBRP System Live in Production MiBRP System stabilized in Production (System is stabilized when there are no Critical defects for 30 days after Go Live) Structured Walkthrough and Execution Stage Exit Sign Off	7/1/2024	7/29/2024	\$ 75,000		
D33	One month Hosting		7/1/2024	7/31/2024			\$ 35,000
D34	Post-Production warranty	Knowledge Transfer Warranty begins when MiBRP system is stabilized and accepted 90-Day Warranty Repairs Terminates when all defects found within first 90 days are resolved Finalized System Support Plan Final Sign-off and closure report	9/1/2024	11/30/2024	\$ 60,000		
D35	Final Project Licensing		7/29/2024	7/29/2024		\$ 250,000	
	Deliverables Subtotal				\$ 3,795,000		
	License Subtotal				\$ 700,000	\$ 700,000	
	Hosting Subtotal				\$ 455,000		\$ 455,000
	Total				\$ 4,950,000		



STATE OF MICHIGAN PROCUREMENT

Department of Technology, Management & Budget

320 S Walnut Street, Lansing, MI 48909

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NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **230000000726**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Tecuity, Inc.
	640 W 100 N
	Hyde Park, UT, 84318
	Nick Eskelson
	801-206-9788
	Nick.eskelson@tecuity.com
	VS0066088

STATE	Program Manager	Various	LARA
		Phone Number	
		Email Address	
	Contract Administrator	Jeremy Lyon	DTMB
		517-230-2858	
		LyonJ5@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION:			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
4/24/2023	4/23/2028	5 – 1 Year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card	<input type="checkbox"/> Payment Request (PRC)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
Program Managers:			
DTMB – Stu Willard, 517-526-5410, WillardS@michigan.gov			
--LARA – Giget Schyler, 517-582-8330, SchylerG@michigan.gov			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			4,950,000

CONTRACT NO. 230000000726

Program Managers

AGENCY	NAME	PHONE	Email
LARA	Giget Schlyer	517-582-8330	Schlyerg@michigan.gov
DTMB	Stuart Willard	517-526-541	WillardS@michigan.gov

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

SOFTWARE CONTRACT TERMS AND CONDITIONS

These Terms and Conditions, together with all Schedules (including the Statement(s) of Work), Exhibits and any other applicable attachments or addenda (Collectively this “Contract”) are agreed to between the State of Michigan (the “**State**”) and Tecuity (“**Contractor**”), A UTAH Corporation. This Contract is effective on 04/24/2023 (“**Effective Date**”), and unless terminated, will expire on 04/23/2028 (the “**Term**”).

This Contract may be renewed for up to Five (5) additional one (1) year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via a Change Notice.]

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

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

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

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

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

“**Approved Third Party Components**” means all third party components, including Open-Source Components, that are included in or used in connection with the Software

and are specifically identified by Contractor in the Contractor's Bid Response or as part of the State's Security Accreditation Process defined in Schedule E – Data Security Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

“Contractor’s Bid Response” means the Contractor’s proposal submitted in response to the RFP.

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

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

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

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

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

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

“Disaster Recovery Plan” refers to the set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations and to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives.

“Documentation” means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media,

that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software.

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

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

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

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

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

“HIPAA” has the meaning set forth in **Section 21.1**.

“Hosted Services” means the hosting, management and operation of the Operating Environment, Software, other services (including support and subcontracted services), and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.

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

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

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

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

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

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

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

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

“New Version” means any new version of the Software, including any updated Documentation, that the Contractor may from time to time introduce and market

generally as a distinct licensed product, as may be indicated by Contractor's designation of a new version number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Source Code” means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer

reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

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

“State” means the State of Michigan.

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

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

“State Materials” means all materials and information, including but not limited to 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 Program Managers” are the individuals appointed by the State, or their designees, to (a) monitor and coordinate the day-to-day activities of this Contract; (b) co-sign off on Acceptance of the Software and other Deliverables; and (c) perform other duties as may be specified in a Statement of Work Program Managers will be identified in Schedule A or subsequent Change Notices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice will be signed by the State's Contract Administrator and will constitute an amendment to a Statement of Work to which it relates; and

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

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

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

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

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

2.3 Contractor Personnel.

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

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

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

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

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

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

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

(a) Contractor Project Manager must:

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

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

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

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

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

2.5 Contractor's Key Personnel.

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

(b) Contractor will not remove any Key Personnel from their assigned roles on this Contract without the 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 16.1**.

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

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

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

(a) be responsible and liable for the acts and omissions of each such subcontractor (including such Permitted Subcontractor and Permitted Subcontractor's

employees who, to the extent providing Services or Deliverables, will be deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor or its employees;

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

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

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

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

If to State:	If to Contractor:
Jeremy Lyon 320 S Walnut Lansing, MI 48933 LyonJ5@michigan.gov 517-230-2858	Nick Eskelson 40 West 3800 North Hyde Park, UT 84318 Nick.eskelson@tecuity.com 801-206-9788

4. Insurance. Contractor must maintain the minimum insurances identified in the Insurance Schedule attached as **Schedule C**.

5. Software License.

5.1 Perpetual License. If Contractor is providing the State with a license to use its Software indefinitely, then Contractor hereby grants to the State and its Authorized

Users a non-exclusive, royalty-free, perpetual, irrevocable right and license to use the Software and Documentation in accordance with the terms and conditions of this Contract, provided that:

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

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

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

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

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

5.2 Subscription License. If the Software is Contractor Hosted and Contractor is providing the State access to use its Software during the Term of the Contract only, then:

(a) Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Contract or any Statement of Work, to:

- (i) access and use the Software, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for Processing State Data;
- (ii) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Software;

- (iii) prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Software under this Contract; and
- (iv) access and use the Software for all such non-production uses and applications as may be necessary or useful for the effective use of the Software hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Software, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Software as described in **Section 5.2(c)** below.

(b) License Restrictions. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Software available to any third party, except as expressly permitted by this Contract or in any Statement of Work; or without written authorization from the Contractor, or (b) use or authorize the use of the Software or Documentation in any manner or for any purpose that is unlawful under applicable Law.

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

5.3 Certification. To the extent that a License granted to the State is not unlimited, Contractor may request written certification from the State regarding use of the Software for the sole purpose of verifying compliance with this **Section 5**. Such written certification may occur no more than once in any 12 month period during the Term of the Contract. The State will respond to any such request within 45 calendar days of receipt. If the State's use is greater than contracted, Contractor may invoice the State for any unlicensed use (and related support) pursuant to the terms of this Contract at the rates set forth in **Schedule B**, and the unpaid license and support fees shall be

payable in accordance with the terms of the Contract. Payment under this provision shall be Contractor's sole and exclusive remedy to cure these issues.

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

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

7. Intellectual Property Rights

7.1 Ownership Rights in Software

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

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

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

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

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

7.2 The State is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product developed exclusively for the State under this Contract, including all Intellectual Property Rights. In furtherance of the foregoing:

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

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

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

8. Software Implementation.

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

8.2 Site Preparation. Unless otherwise set forth in a Statement of Work, Contractor is responsible for ensuring the relevant Operating Environment is set up and in working

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

9. Software Acceptance Testing.

9.1 Acceptance Testing.

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

(b) All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in a Statement of Work, commence on the Business Day following installation of the Software, or the receipt by the State of the notification in **Section 9.1(a)**, and be conducted diligently for up to 30 Business Days, or such other period as may be set forth in a Statement of Work (the "**Testing Period**"). Contractor will not be liable for any nonperformance credits for failing to meet certain delivery timelines, for any Deliverable that was tendered for testing by Contractor within the agreed upon time, but not actually tested by the State within the prescribed Testing Period. Acceptance Tests will be conducted by the party responsible as set forth in a Statement of Work or, if a Statement of Work does not specify, the State, provided that:

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

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

(a) Upon delivery and installation of any application programming interfaces, Configuration or Customizations, or any other applicable Work Product, to the Software under a Statement of Work, additional Acceptance Tests will be performed on the modified Software as a whole to ensure full operability, integration, and compatibility among all elements of the Software ("**Integration Testing**"). Integration Testing is subject to all procedural and other terms and conditions set forth in this **Section 9**.

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

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

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

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

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

Software contains no Non-Conformities, on the completion of which the State will, as appropriate:

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

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

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

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

- (a) continue the process set forth in this **Section 9**;
- (b) accept the Software as a nonconforming deliverable, in which case the Fees for such Software will be reduced equitably as agreed upon by both parties within 15 business days to reflect the value of the Software as received relative to the value of the Software had it conformed; or

(c) deem the failure to be a non-curable material breach of this Contract and a Statement of Work and terminate this Contract for cause in accordance with **Section 16.1**.

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

10. Non-Software Acceptance.

10.1 All other non-Software Services and Deliverables are subject to inspection and testing by the State within 30 calendar days of the State’s receipt of them (“State Review Period”), unless otherwise provided in the Statement of Work. If the non-Software Services and Deliverables are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the non-Software Services and Deliverables are accepted but noted deficiencies must be corrected; or (b) the non-Software Services and Deliverables are rejected. If the State finds material deficiencies, it may: (i) reject the non-Software Services and Deliverables without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with **Section 16.1**, Termination for Cause. Contractor will not be liable for any nonperformance credits for failing to meet certain delivery timelines, for any Non-Software Deliverable that was tendered for reviewing by Contractor within the agreed upon time, but not actually reviewed by the State within the prescribed Testing Period.

10.2 Within 10 business days from the date of Contractor’s receipt of notification of acceptance with deficiencies or rejection of any non-Software Services and Deliverables, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable non-Software Services and Deliverables to the State. If acceptance with deficiencies or rejection of the non-Software Services and Deliverables impacts the content or delivery of other non-completed non-Software Services and Deliverables, the parties’ respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract.

However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

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

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

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

- (a) a sale of more than 50% of Contractor's stock;
- (b) a sale of substantially all of Contractor's assets;
- (c) a change in a majority of Contractor's board members;
- (d) consummation of a merger or consolidation of Contractor with any other entity;
- (e) a change in ownership through a transaction or series of transactions;
- (f) or the board (or the stockholders) approves a plan of complete liquidation.

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

13. Invoices and Payment.

13.1 Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Services and Deliverables provided as specified in Statement(s) of Work. Invoices must include an itemized statement of all charges.

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

13.3 The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

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

13.5 Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services or Deliverables purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all Fees are

exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

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

(b) Excluding federal government charges and terms. Contractor warrants and agrees that each of the Fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such Fee and formally memorialize the new pricing in a Change Notice.

14. Liquidated Damages.

14.1 The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law.

14.2 The parties acknowledge and agree that Contractor could incur liquidated damages for more than one event.

14.3 The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this

Contract, including without limitation, the State's right to terminate this Contract for cause under **Section 16.1** 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.

14.4 Amounts due the State as liquidated damages may be set off against any Fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

15. Stop Work Order. The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either:

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

(b) terminate the Contract or delivery order. The State will not pay for activities that have been suspended, Contractor's lost profits, or any additional compensation during a stop work period.

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

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

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

- (i) endangers the value, integrity, or security of State Systems, State Data, or the State's facilities or personnel;
- (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or

- (iii) breaches any of its material duties or obligations under this Contract. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

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

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

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

16.2 Termination for Convenience. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must:

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

(b) continue to perform in accordance with **Section 16.3**. If the State terminates this Contract for 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.

16.3 Transition Responsibilities.

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

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

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

17. Indemnification

17.1 General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all 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;

(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); and

(d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

(a) regular updates on proceeding status;

(b) participate in the defense of the proceeding;

(c) employ its own counsel; and to

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

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

18. Infringement Remedies.

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

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

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

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

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

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

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

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

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

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

19. Disclaimer of Damages and Limitation of Liability.

19.1 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.

19.2 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.

20. Disclosure of Litigation, or Other Proceeding. Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, “**Proceeding**”) involving Contractor, a Permitted Subcontractor, or an officer or director of Contractor or Permitted Subcontractor, that arises during the term of the Contract, including:

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

21. State Data.

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

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

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

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

- (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss;

- (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law;

- (c) keep and maintain State Data in the continental United States and

- (d) not use, sell, rent, transfer, mine, distribute, commercially exploit, 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. Contractor's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.

21.4 Discovery. Contractor will immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data or the State's use of the Software and Hosted Services, if applicable. Contractor will notify the State

Program Managers or their designees by the fastest means available and also in writing. In no event will Contractor provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor will not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State and obtaining the State's prior approval of Contractor's proposed responses. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval.

21.5 Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, integrity, or availability 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 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 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 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 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.

21.6 The parties agree that any damages relating to a breach of this **Section 21** are to be considered direct damages and not consequential damages.

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

22.1 Meaning of Confidential Information. For the purposes of this Contract, 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: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

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

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

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

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

22.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within 5 Business Days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Upon confirmation from the State, of receipt of all data, Contractor must permanently

sanitize or destroy the State's Confidential Information, including State Data, from all media including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. If the State determines that the return of any Confidential Information is not feasible or necessary, Contractor must destroy the Confidential Information as specified above. The Contractor must certify the destruction of Confidential Information (including State Data) in writing within 5 Business Days from the date of confirmation from the State.

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

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

23.2 Right of Inspection. Within 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 45 calendar days.

23.3 Application. This **Section 23** applies to Contractor, any Affiliate, and any Permitted Subcontractor that performs Services in connection with this Contract.

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

(a) Free of charge during the Warranty Period.

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

25. Data Security Requirements. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies as set forth in **Schedule E** to this Contract.

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

27. Maintenance Releases; New Versions

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

27.2 New Versions. Provided that the State is current on its Fees, during the Term, Contractor will provide the State, at no additional licensing fee, with access to all New

Versions. Each New Version will constitute Software and be subject to the terms and conditions of this Contract.

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

28. RESERVED

29. Contractor Representations and Warranties.

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

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

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

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

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

(e) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.

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

(a) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder to the RFP; and no attempt was made by Contractor to induce any other Person to submit or not submit a proposal for the purpose of restricting competition;

(b) All written information furnished to the State by or for Contractor in connection with this Contract, including Contractor's Bid Response, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading;

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

(d) If any of the certifications, representations, or disclosures made in Contractor's Bid Response change after contract award, the Contractor is required to report those changes immediately to the Contract Administrator.

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

(a) it is the legal and beneficial owner of the entire right, title and interest in and to the Software, including all Intellectual Property Rights relating thereto;

(b) it has, and throughout the license term, will retain the unconditional and irrevocable right, power and authority to grant and perform the license hereunder;

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

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

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

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

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

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

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

- (i) Harmful Code; or

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

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

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

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

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

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

(m) all Configurations or Customizations made during the Term will be forward-compatible with future Maintenance Releases or New Versions and be fully supported without additional licensing fees. For clarity, State will not be charged any additional licensing fees, if it chooses to move to a New Version of the Software.

(n) If Contractor Hosted:

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

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

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

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

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

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

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

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

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

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 an agent in Michigan to receive service of process.

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

37. Force Majeure

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

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

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

(a) in no event will any of the following be considered a Force Majeure Event:

- (i) shutdowns, disruptions or malfunctions of Hosted Services or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Hosted Services; or
- (ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event.

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

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

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

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

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

42. Survival. Any right, obligation, or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

43. Administrative Fee and Reporting Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

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

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

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

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

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

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

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

46. 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.

47. Accessibility Requirements.

47.1 All Software provided by Contractor under this Contract, including associated content and documentation, must conform to WCAG 2.0 Level AA. Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for each product provided under the Contract. At a minimum, Contractor must comply with the WCAG 2.0 Level AA conformance claims it made to the State, including the level of conformance provided in any PAT. Throughout the Term of the Contract, Contractor must:

(a) maintain compliance with WCAG 2.0 Level AA and meet or exceed the level of conformance provided in its written materials, including the level of conformance provided in each PAT;

(b) comply with plans and timelines approved by the State to achieve conformance in the event of any deficiencies;

(c) ensure that no Maintenance Release, New Version, update or patch, when properly installed in accordance with this Contract, will have any adverse effect on the conformance of Contractor's Software to WCAG 2.0 Level AA;

(d) promptly respond to and resolve any complaint the State receives regarding accessibility of Contractor's Software;

(e) upon the State's written request, provide evidence of compliance with this Section by delivering to the State Contractor's most current PAT for each product provided under the Contract; and

(f) participate in the State of Michigan Digital Standards Review described below.

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

47.3 Warranty. Contractor warrants that all WCAG 2.0 Level AA conformance claims made by Contractor pursuant to this Contract, including all information provided in any PAT Contractor provides to the State, are true and correct. If the State determines such conformance claims provided by the Contractor represent a higher level of conformance than what is actually provided to the State, Contractor will, at its sole cost and expense,

promptly remediate its Software to align with Contractor's stated WCAG 2.0 Level AA conformance claims in accordance with plans and timelines that are approved in writing by the State. If Contractor is unable to resolve such issues in a manner acceptable to the State, in addition to all other remedies available to the State, the State may terminate this Contract for cause under **Section 16.1**.

47.4 Contractor must, without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State arising out of its failure to comply with the foregoing accessibility standards

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

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

49. Relationship of the Parties. The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

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

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

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

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

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

(b) the State will be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property

comprising or relating to any Software or other Deliverables, and the same, if not already in the State's possession, will be promptly delivered to the State, unless Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

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

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

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

56. Entire Agreement. These Terms and Conditions, including all Statements of Work and other Schedules and Exhibits (again collectively the "Contract") constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the Terms and Conditions, the Schedules, Exhibits, and a Statement of Work, the following order of precedence governs: (a) first, these Terms and Conditions and (b) second, Schedule E – Data Security Requirements and (c) third, each Statement of Work; and (d) fourth, the remaining Exhibits and Schedules to this Contract. NO TERMS ON CONTRACTOR'S INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-

WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

SCHEDULE A – STATEMENT OF WORK

1. DEFINITIONS

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

Term	Definition
Administrator	Authorized or certain internal business users (bureau staff).
Annual Filing Manager	The manager of the section that reviews annual reports, annual statements, renewals, and restorations. This manager is primarily responsible for coordinating and producing bulk mailings.
Auto Dissolved	Automatic dissolution is a corporation status for failure to file annual report(s) within the statutorily required timeframe.
Business Services Staff	Internal staff in the Marks & Business Services Section of the Corporations Division who handle incoming telephone calls from customers, receive/process orders for certificates and copies, and other duties.

Cashiering	Staff that are part of the Financial & Administrative Services Division in the Department of Licensing & Regulatory Affairs. Any document that comes through the mail or at the counter is sent to the Cashiering Section for receipt processing. The payment is entered into C3, and the payment information is stamped onto the document. A tear-off payment stub is included on most printed annual reports and annual statements. The payment stub and payment are scanned into C3. When a document is received at the counter, the customer receives a receipt that is produced in the system. Customers who submit documents through the mail do not receive a receipt. After Cashiering staff has completed receipt processing, forms are then forwarded to the Corporations Division for review.
Customer	Anyone who submits a form or order to the Corporations Division or contacts the Corporations Division. Customers also include anyone who uses the Business Entity Search or Corporations Division's website or system
Departmental Analyst (Analyst)	Internal staff who review documents. (Mainly within Document Review Section of the Corporations Division.)
Department Technician (Tech)	Internal staff who review annual reports/statements, renewals, and restorations within Annual Filings Section of the Corporations Division.

Documents	Forms submitted to the Corporations Division other than annual reports/statements, renewals, and restorations.
Effective Date	<p>Most often, the Effective Date is the same as the Filed Date. This would mean that the terms in the filed document are immediately effective. If the document creates a new entity, then it exists as soon as the document is filed. If the document changes information about the entity or the entity's status, then that change legally occurs soon as the document is filed.</p> <p>Some forms for certain entities allow for a future effective that is no more than 90 days after the Received Date.</p> <p>If the submitter enters a permissible Effective Date, then the Effective Date is <i>different than</i> the Filed Date. This would mean that the filed document is not yet effective until that future date and/or time is reached. If the document creates a new entity, then the entity does not legally exist when the document is filed. The entity would exist when the Effective Date is reached. If the document changes information about the entity or the entity's status, then that change does not legally occur until the Effective Date is reached.</p>

Endorsement (Filed) Stamp	If a form substantially conforms to the requirements of this act, the administrator must endorse upon it the word "filed" with his or her official title and the date of receipt and of filing. If requested at the time of the delivery of the document to his or her office, the administrator must include the hour of filing in the endorsement on the document.
Expiration Date	Date on which a registration, reservation, or filing ends; it ceases to be effective or operative.
Filed Date	<p>Date that the Corporations Division approved the document.</p> <p>Documents and annual reports/statements that are submitted to the Corporations Division on paper (by mail or at the front counter) are ink stamped with the filed date on the top right side of the document/report/statement.</p> <p>On the View Filings screen for a specific entity, the "Date Filed" column should be populated with the Filed Date.</p>
General Office Assistant	Internal staff in the Marks & Business Services Section of the Corporations Division who handle incoming telephone calls from customers, receive/process orders for certificates and copies, and other duties. General Office Assistant is a position classification.

Image	The image is the rendering of the submitted form. The filed image is the source of truth for the record. The image is the legal document. Prior to October 30, 2017, images were stored as TIFF files. October 30, 2017 and after, images were stored as PDF files.
Mail Room Staff	Staff that are part of the Financial & Administrative Services Division in the Department of Licensing & Regulatory Affairs. Forms submitted by mail are delivered to mail room staff for opening, sorting, and preparing for the Cashiering staff.
Notifications	The Corporations Division is statutorily required to notify entities (via mail or email) of the consequences for failing to file its annual report or annual statement or impending expiration of an assumed name, name registration, LLP registration or trademark/service mark registration. Notifications include annual reminders to entities to file their annual reports and annual statements. Multiple reminders are sent via email to entities that have yet to file their annual reports and annual statements as the due date approaches.
Order	Certificates and copies (certified and uncertified) can be ordered to authenticate information or filings on the record.
Print Vendor	The Corporations Division contracts with the print center staff in the Unemployment Insurance Agency within the Department of Labor & Economic Opportunity to print and mail its bulk mailings.

Public User	Anyone other than Corporations Division who interacts with the system.
Read Mark	Read marks are short horizontal lines printed on annual reports and annual statements (when more than 1 page) that are read by folding and inserting machines to insert the forms into envelopes appropriately by entity.
Received Date	<p>Date that the Corporations Division physically or electronically received a document submission for review.</p> <p>When documents are submitted to the Corporations Division on paper (by mail or at the front counter), then it is ink stamped with the received date in the top left corner of the document. The cashiering office puts an ink stamp with the received date and amount paid on "tear-off" annual reports/statements in the top middle area of the report/statement.</p>
Record	An entity's official entry in the system which is open to reasonable inspection by the public and is maintained by the Corporations Division.
Rejection Letter	A letter of correction or letter detailing the corrections needed.
Renewal	A renewal to good standing of an automatically dissolved corporation is accomplished by the filing of annual reports that had failed to be filed for the corporation.
Renewal Date	Date that a renewal is filed.

Restoration	A domestic limited liability company or a foreign limited liability company that is not in good standing may file a certificate of restoration of good standing, accompanied by the annual statements and fees for all the years for which they were not filed and paid, and the fee for filing the certificate of restoration of good standing.
Scanning Staff	Staff that are within the IT Section in CSCL that complete the scanning of paper forms for the Corporations Division.
Term Date	Date that the entity's existence is terminated when it is explicitly stated on it's formation document or subsequent amendments.

Acronym	Meaning
Admin	Administrator
AR	Annual Report
AS	Annual Statement
BCA	Business Corporation Act
C3	CIS Central Cashiering
CEPAS	Centralized Electronic Payment System
Cert	Certifications
CID	Corporate Identification Number
CSCL	Corporations, Securities & Commercial Licensing

Doc	Document
DT	Departmental Tech
GOA	General Office Assistant
LLC	Limited Liability Company
LLCA	Limited Liability Company Act
LLP	Limited Liability Partnership
NGS	Not in Good Standing
NPA	Nonprofit Corporation Act
NSF	Non-sufficient Funds
RA	Resident Agent
R&D	Retention and Disposal Policy
RO	Registered Office
SIGMA	State of Michigan's Statewide Integrated Governmental Management Application

2. BACKGROUND

The State of Michigan Department of Licensing and Regulatory Affairs Corporations, Securities & Commercial Licensing is contracting for a business filing system to replace its existing filing system software and associated database to improve and provide online services to the public including (but not limited to): the submission of online forms for all entity types; electronic notification for yearly reporting requirements (for all entity types); online annual reports and statements (for all entity types); online copy and

certificate order system; business entity search; name availability; annual reporting; and, data subscriptions. The system must also allow for submissions via paper, in person, and telephonic orders for copies and certificates.

3. PURPOSE

The State contracting for a Contractor Hosted Software Solution and applicable services. The State is contracting to acquire a fully developed software solution. The State is seeking a Commercial-Off-the-Shelf Software (COTS) solution with customizations as needed and/or Software as a Service (SaaS). The software solution will replace the current Corporations Online Filing System (COFS) in an effort to modernize the technology, adhere to State of Michigan security controls, provide a simplified public portal, and reduce annual maintenance fees associated with the current system. This system is designed to help the public access tools that are needed to plan, start, and maintain a business in Michigan. The new online filings and public search system will make much of this information available by visiting the Corporations Division Homepage. The system must allow for extensive search capabilities, the online submission of forms and Annual Reports/Statements for all entity types, online ordering of certificates and certified copies, as well as email notification services. The new system must be available through all major internet browsers and each function can be easily accessed directly from the Corporations Division Homepage at www.michigan.gov/corporations.

On average, the Division reviews 240,000 documents and 220,000 annual reports per year; another 450,000 reports are filed online each year. Additionally, the Division responds to over 160,000 telephone inquiries, processes over 60,000 requests for copies and certificates; and sends out more than 600,000 pieces of correspondence (in the form of emails and traditional mail) each year.

4. IT ENVIRONMENT RESPONSIBILITIES

Contractor is providing a Contractor Hosted Application. Contractor will meet all State Policies, Standards, Procedures public and non-public applicable to this Contract. Contractor will execute a Nondisclosure Agreement before any non-public PSP's are distributed to Contractor.

For a Contractor Hosted Software Solution:

Definitions:

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

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

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

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

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

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

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

Component Matrix	Identify contract components with contractor and/or subcontractor name(s), if applicable
Facilities	Microsoft.
Infrastructure	Tecuity, Inc. & Microsoft
Platform	Tecuity, Inc.

Application	Tecuity, Inc. & SupportFocus for initial data conversion only.
Storage	Tecuity, Inc. & Microsoft
Backup	Tecuity, Inc. & Microsoft
Development	Tecuity, Inc.

Contractor is responsible for all subcontractors and ensuring proper data security controls. SupportFocus, Inc. is a subcontractor but the application and development is not housed or hosted by them.

5. ADA COMPLIANCE

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

Contractor is responsible for ensuring ADA compliance standards. This includes capabilities for users with disabilities to leverage other mechanisms to fill out forms while visually aiding those with visual impairment. Contractor will continue to work with the State on other efforts that may become necessary.

6. USER TYPE AND CAPACITY

Type of User	Access Type	Number of Users	Number of Concurrent Users
Public Citizen	Read and write	Unlimited	Unknown*
State Employee	Read, write, and administrative	60	60

Vendor Employee	Vendor employee will be restricted by role and range; read, write, and administrative	Unknown	Unknown
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* Extremely high volumes are expected around the annual report/annual statement due dates and end of calendar year. There are 1,000,000+ active entities and 1,600,000+ inactive entities that may access the system, in addition to individuals in many other industries throughout the world.

Contractor Solution must meet the expected number of concurrent Users.

Contractor will work with State IT staff to scale the infrastructure up or down based on system needs and current usage. For instance, during annual report time, it might be best to scale up the infrastructure to handle the larger influx of public users. Then the infrastructure can be scaled down when the influx slows down. All of this can be completed without public or state users seeing any change in system performance.

Table 1 – Minimum BE Performance Metrics contains the expected response times based on function and user action. Each performance metric defines user actions from which the platform must support throughput (X Volume) to time to customer interaction (Y Time).

Function		User Actions	Throughput	Time to Interact*
Public Online BE Search		Customer Search	200 searches per second	Rendered search results not to exceed 5 seconds.
		Page Rendering	200 pages per second	Rendered entity information not more than 2 second.
Public Online BE Submissions		Page Rendering	100 pages per second	Rendered entity information not more than 2 second.

		Submission Action	5 submission per second	Rendered confirmation of submission not to exceed 7 seconds.
Staff Processing		Search	250 searches per second	Rendered search results not to exceed 5 seconds.
		Page Rendering	250 searches per second	Rendered entity information not more than 2 second.
		Processing Action (file/reject)	250 per second	Rendered conformation of processing action not to exceed 6 seconds.

7. ACCESS CONTROL AND AUTHENTICATION

The Contractor's solution must integrate with the State's IT Identity and Access Management (IAM) environment as described in the State of Michigan Digital Strategy ([1340.00.020.08 Enterprise Identity and Access Management Services Standard \(michigan.gov\)](#)), which consist of:

7.1 MILogin/Michigan Identity, Credential, and Access Management (MICAM). An enterprise single sign-on and identity management solution based on IBM's Identity and Access Management products including, IBM Security Identity Manager (ISIM), IBM Security Access Manager for Web (ISAM), IBM Tivoli Federated Identity Manager (TFIM), IBM Security Access Manager for Mobile (ISAMM), and IBM DataPower, which enables the State to establish, manage, and authenticate user identities for the State's Information Technology (IT) systems.

7.2 MILogin Identity Federation. Allows federated single sign-on (SSO) for business partners, as well as citizen-based applications.

7.3 MILogin Multi Factor Authentication (MFA, based on system data classification requirements). Required for those applications where data classification is Confidential and Restricted as defined by the 1340.00 Michigan Information Technology Information Security Policy (i.e. the proposed solution must comply with PHI, PCI, CJIS, IRS, and other standards).

7.4 MILogin Identity Proofing Services (based on system data classification requirements). A system that verifies individual's identities before the State allows access to its IT system. This service is based on "life history" or transaction information aggregated from public and proprietary data sources. A leading credit bureau provides this service.

To integrate with the SOM MILogin solution, the Contractor's solution must support SAML, or OAuth or OpenID interfaces for the SSO purposes.

8. DATA RETENTION AND REMOVAL

The State will need to retain all data for the entire length of the Contract unless otherwise direct by the State.

The State will need the ability to delete data, even data that may be stored off-line or in backups.

The State will need to retrieve data, even data that may be stored off-line or in backups.

Contractor will work with the State of Michigan to identify the data retention policies and set up business rules within batch jobs to monitor, delete and retrieve the appropriate data when necessary. When data or images are purged from the system they will be archived into a separate database.

9. END USER AND IT OPERATING ENVIRONMENT

The SOM IT environment includes X86 VMware, IBM Power VM, MS Azure/Hyper-V and Oracle VM, with supporting platforms, enterprise storage, monitoring, and management running in house and in cloud hosting provides.

Contractor must accommodate the latest browser versions (including mobile browsers) as well as some pre-existing browsers. To ensure that users with older browsers are still able to access online services, applications must, at a minimum, display and function correctly in standards-compliant browsers and the state standard browser without the use of special plugins or extensions. The rules used to base the minimum browser requirements include:

- Over 2% of desktop and mobile & tablet site traffic, measured using Michigan.gov sessions statistics and
- The current browser identified and approved as the State of Michigan standard

This information can be found at <https://www.michigan.gov/browserstats>. Please use the most recent calendar quarter to determine browser statistics. For those desktop and mobile & tablet browsers with over 2% of site traffic, except Internet Explorer which requires support for at minimum version 11, the current browser version as well as the previous two major versions must be supported.

Contractor must support the current and future State standard environment at no additional cost to the State.

Contractor will comply with and work with the State to comply with current and future environments. Contractor typically has three different environments for each implementation. One for DEV, one for STAGE, and one for PROD. Sometimes, states have preferred an additional TEST or PREPROD but that typically results in additional costs to the State.

Contractor is aware that the technology is continually changing. Contractor will employ a product review board to help move the product forward while keeping up with the latest trends in technology and coding standards.

Prior to making any changes in any environment, Contractor will discuss with the State project team. If necessary, these discussions can be escalated to project stakeholders for a final decision on whether to move forward with changes. After all discussions take place and an agreement is reached, agreed upon changes are started. Contractor will not make any changes without directly consulting with the State. If necessary, changes are defined using a change request and may, depending on the change, result in a contract amendment.

Any changes that are not part of the base product or are not part of an already identified future enhancement are taken to the Contractor Product Review Board (PRB). This board identifies how the suggested changes are to be handled by Contractor and its SOS Enterprise product. The Contractor Project Manager will stay in contact with the State to communicate how the changes are going to be approached by the project team.

Contractor will work with the State to determine what needs to be adjusted to ensure system performance.

10. SOFTWARE

Software requirements are identified in **Schedule A – Table 1 Business Specification Worksheet**.

Contractor must provide a list of any third party components, and open source component included with or used in connection with the deliverables defined within this Contract. This information must be provided to the State on a quarterly basis and/or if a new third party or open source component is used in the performance of this Contract.

Look and Feel Standards

All software items provided by the Contractor must adhere to the State of Michigan Application/Site standards which can be found at <https://www.michigan.gov/standards>.

Mobile Responsiveness

If the software will be used on a mobile device as define in Schedule A – Table 1, Business Specification Worksheet, the Software must utilize responsive design practices to ensure the application is accessible via a mobile device.

SOM IT Environment Access

Contractor must access State environments using one or more of the following methods:

- b. State provided VDI (Virtual Desktop Infrastructure) where compliant.
- c. State provided and managed workstation device.
- d. Contractor owned and managed workstation maintained to all State policies and standards.

- e. Contractor required interface with State systems which must be maintained in compliance with State policies and standards as set forth in **Schedule E – Data Security Requirements**.
- f. From locations within the United States and jurisdiction territories.

Contractor will be implementing the SOS Enterprise Platform v 4.0, specifically the Business Entity module. Contractor must work with the State on application/site standards to help the platform display best for end users as well as being best accessible.

The following information is provided to give the State of Michigan more detailed information about the architecture of the solution.

Contractor will ensure SOS Enterprise is built on sound technology and industry best-practices. The SOS Enterprise utilizes an N-tier architecture isolating the User Interface, Application Server tier, and Database tier. This isolation enhances the maintainability of the software and provides adaptability and scalability as new features and functionality are needed.

The software is built using Microsoft technologies. The code is written in C# .Net and supports the .Net Framework 4.5 or greater. The database supports SQL Server 2012 or greater.

Modules and Components

SOS Enterprise is comprised of several modules that can be both enabled and configured depending on the needs of the filing authority. These modules are designed to be configurable to Michigan's requirements and specifications.



Modules shown are described as follows:

- CORE (represented in orange in figure above) – this functionality is included in every distribution of the Enterprise solution. At its root, CORE represents the workhorse and engine that drives all processes within the system. CORE also includes several components that relate directly to all modules in the system. This includes financials, user batches, receipting, rejections, reporting, user management, print queues, work queues, interfaces, etc.
- Document Imaging and Management – associates scanned or digitally created documents to a data record in SOS Enterprise. Images can always be shown side-by-side with their associated data elements for a clear picture of all information collected by the filing authority. This module includes image classification and barcode options that provide easy data input and view control. Any classification can be marked as public (included in a copies request) or private (viewable only to internal staff). Simple integrated redaction tools also provide staff the ability to quickly redact private personal information. This allows for accurate images, reconciliation, validation, monitoring, maintaining, and reports on documents submitted for processing.
- Business Entity Registration – manages everything related to business entities,

annual reports and related amendments. Also included with this module are other components that are directly related to business entity processing such as registered agent management, name availability searches, conversions, mergers, etc. The ability to file amendments is also provided in this functionality each based on business rules and entity type. This module includes but is not limited to corporations, limited liability companies, limited partnerships, limited liability partnerships, cooperative associations, and more. This allows businesses to register, operate, or discontinue a business entity/business name in Michigan.

- Certified Copies & Certificates – manages requests for certified copies, certificates of existence/authorization, certificates of good standing, certificates of facts, certificates of non-existence, etc. It facilitates the preparation of copies and in many cases provides complete auto-generated results. This functionality is also available online as a self-service option.
- Workflow engine is built into SOS Enterprise. Workflow directs the processing flows for registrations and payments, based on hierarchies that follow configurable business rules.
- Accounting is an overlay function of SOS Enterprise. There is an accounting system included that is universal and is used with transaction types. Transaction processing includes the interface to a third-party credit/debit card processor (all PPI data is handled within the processing company's domain.) Payments can be processed with credit/debit cards and ACH accounts. Receipting and deposit reconciliation reports are available through active reports. Receipting can be done one payment per submission, one payment for many submissions, or many payments for one submission. Audit trails are maintained in the users account for accounting history of payments, and a service request log that includes services requests/submittals.

Contractor will ensure key SOS Enterprise components are implemented in the State of Michigan's solution including all listed but not limited to the Document Image and Management; Automated Events and Processing; Task Manager; Workview Manager; Workflow; Tequity Wizard; System-Wide Configuration tools; Web uploads; Certifications and Orders; Rejections and Exceptions; Corrections; Reports, Letters and other correspondence; Barcoding and Scanning; and Address Matching Service.

11. INTEGRATION

Contractor must integrate their solution to the following technologies:

Current Technology	CEPAS
Volume of Data	Varies by day, <5MB per day.
Format of the input & export files	Flat files

Current Technology	SIGMA
Volume of Data	Varies by day, <5MB per day.
Format of the input & export files	Flat files

The solution integrates with the State's current technology through secure API's.

Contractor will work with subcontractor to cleanse existing State legacy data by identifying all State data sources, including those referenced in the RFO, documenting existing business rules and all known issues, implement a cleansing solution to fix the erroneous data, track and report cleansing efforts performed by the agency, and work with the eventual System Integrator (SI) to successfully migrate the cleansed data to the new target platform.

- Identification and exhaustive documentation of all potential data sources to be cleansed and migrated
- Identification of the source elements within each system necessary to be cleansed

- Identification and documentation of the data cleansing pitfalls present in any effort of this nature, including resolution of duplicate data, correct interpretation of legacy coded values and reference data, and identifying the correct data to use in place of problematic or anomalous data
- Early identification and inclusion of the legacy data stewards in all phases of the project
- Identifying the appropriate data “owner”, especially when multiple sources are involved with potential duplicate data entry and could possibly claim ownership
- Providing a roadmap for client involvement in data remediation
- Ensuring appropriate data handling safeguards are in place ensuring the security of PII, and other protected data present in the legacy and target systems

12. MIGRATION

Contractor must migrate the data identified in the table below:

Current Technology	MS SQL Server
Data Format relative to the database technology used.	Relational database
Number of data fields to give Contractor awareness of the size of the schema.	Approx 3,200
Volume of Data	Approx 250 million rows
Database current size.	Approx 180 GB

Contractor will cleanse existing State legacy data by identifying all State data sources, including those referenced in the RFO, documenting existing business rules and all known issues, implement a cleansing solution to fix the erroneous data, track and report

cleansing efforts performed by the agency, and work with the eventual System Integrator (SI) to successfully migrate the cleansed data to the new target platform.

The tool referenced is the Conversion Management Tool (CMT), which is intended to be used on this project. Developed and enhanced over 25 years, this .Net and SQL based tool has evolved from a data dictionary and mapping tool to a comprehensive set of utilities designed to support all aspects of a large-scale data cleansing, preparation, and conversion project, including:

- Workflow Management
- Data Quality Tracking, including Summary Statistics, Error Frequencies, Error Trends, Error details by error numbers and by tables
- Complete Data Dictionary at the table and element level for all legacy and source systems
- Data Mapping, describing the rules and relationships between source and target systems, at the table and element levels
- Issue Maintenance, enabling the tracking of issues regarding legacy data, business rule interpretation, data fallout, etc. at multiple levels of status, types, and priorities
- Business Rule management
- Interface management
- Testing dashboard and test scenario management

The Contractor conversion projects includes a process to evaluate the cleanliness of legacy data, and the readiness of data to be converted to any new system. Specific to State each conversion iteration cycle, at a very high level, includes:

Task	Involvement
Extract data from the legacy system(s)	State staff
Load extracted data to a SQL Server staging environment, applying rules to satisfy SQL data requirements, i.e. invalid	SupportFocus staff

dates, or numeric elements containing alpha data.	
Following load to SQL Server, conduct detailed data analysis, identifying data that “breaks” any rules either in the legacy system, or anticipated to be required in the new system.	SupportFocus staff State staff, who may need to address data anomalies in the legacy data.

13. TRAINING SERVICES

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

Application Staff

This group of users consists of State staff that utilize the system on a daily basis, performing regular and routine filing and processing tasks. This training consists of working with print queues, performing searches, performing various filing tasks, daily batch reporting, division and user reconciliations, and report printing.

Technical Staff

This group of users consists of system administrators, database administrators, developers, and support staff. Training is focused on learning the various duties and functions to maintain SOS Enterprise. This includes user maintenance, configuration and management of task workers, automated tasks, configuring templates, application settings, performing database backups, and maintaining business rules.

A method of train the trainer will be used for this project. This person(s) continues to train staff. Again, a robust system lends itself to self-discovery and promotes the system acceptance by being a contributing author to the newsletter.

Technical training is knowledge transfer about the system. Technical tasks ensure the system is in good working order. Included are:

- Installing

- Configuring
- Updating
- Incorporating new business processes

Effective learning is accomplished by:

- Identifying the needs and target learner
- Learning objectives – i.e., learn to do four major processes.
- Core curriculum – the examples and modeling success
- Delivery
- Feedback – demonstrable evidence and course evaluations.

14. TRANSITION RESPONSIBILITIES

Contractor will meet the obligations of the Schedule G - Transition in and Out Plan.

15. DOCUMENTATION

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

Contractor must develop and submit for State approval complete, accurate, and timely Solution documentation to support all users, and will update any discrepancies, or errors through the life of the contract.

The Contractor's user documentation must provide detailed information about all software features and functionality, enabling the State to resolve common questions and issues prior to initiating formal support requests.

Contractor will develop and work with the State for approval for the implementation phase.

16. Reserved

17. CONTRACTOR NON KEY PERSONNEL

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

Contractor
Name: Nick Eskelson Address: 640 West 100 North Hyde Park, UT 84318 Phone: 801-206-9788 Email: Nick.eskelson@tecuity.com

Please see additional non-Key personnel roles below.

Classification	Responsibility/Skill Set	Years of Experience/ Applicable Experience
Business Analyst	Under the direction of the Project Manager will participate in analysis and discovery activities.	Grace Mason – 5 years of applicable experience
Data Architect	Provides data base architecture, design, and overall data-related solutioning. Provides data mapping for migration.	Gregg Jensen – 25 years of applicable experience
Technology Related Developers	Under the direction of the Implementation Leader will develop the desired solution.	Justin Fairbourn – 4 years of applicable experience Alex Wild – 4 years of applicable experience Ally Wrigley – 3 years of applicable experience
Testing Personnel	Develops test plans, test cases and manages and performs testing activities.	Jordan Yates – 2 years of applicable experience
Training Technical Lead	Develops and delivers training materials and conducts training sessions.	Jason Monson – 10 years of applicable experience

User interface and user experience (UI/UX) Specialist	Ensures that contractor's solution meets the State's web standards for look-and-feel and accessibility.	Drew Nusser – 15 years of applicable experience.
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18. CONTRACTOR KEY PERSONNEL

The State identifies the Contractor's Project Manager, Implementation Leader, and Security Officer as Key Personnel.

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

Contractor
Name: Juli Mattfeldt Address: 640 West 100 North, Hyde Park, UT 84318 Phone: 801-206-9788 Email: juli.mattfeldt@tecuity.com

Contractor Implementation Leader Contractor resource who is responsible to serve as the primary contact with regard to technical implementation services and will gain advanced knowledge of the State's complex business needs in order to facilitate the development, customization, and/or configuration of the Contractor's solution to implement a fully conforming and robust solution.

Contractor
Name: Steve Blakeslee Address: 640 West 100 North Hyde Park, UT 84318 Phone: 801-206-9788 Email: stephen.blakeslee@tecuity.com

Contractor Security Officer. Contractor resource who is responsible to respond to State inquiries regarding the security of the Contractor's Solution. This person must have sufficient knowledge of the security of the Contractor Solution and the authority to act on behalf of Contractor in matters pertaining thereto. Contractor must inform the State of any change to this resource.

Contractor
Name: Ryan Smith Address: 640 West 100 North Hyde Park, UT 84318 Phone: 801-206-9788 Email: ryan.smith@tecuity.com

19. CONTRACTOR PERSONNEL REQUIREMENTS

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

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

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

Resources. The State is contracting for a highly collaborative development approach for this project with frequent meetings and verbal interaction. It will be important to consider time zones and each team member's ability to interact with the team. Any use of Offshore Resources is not allowed.

Contractor will not be utilizing offshore resources to perform the work in the Contract.

Disclosure of Subcontractors. If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- g. The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- h. The relationship of the subcontractor to the Contractor.
- i. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide details of that previous relationship.
- j. A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- k. Geographically Disadvantage Business Enterprise Sub-Contractors: If the Contractors plan to utilize Subcontractors to perform more the 20% of the deliverables under this Contract, at least 20% of that Subcontractors work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all Subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If Contractor cannot find GDBE Subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)

Contractor agrees to the above requirement and will comply without exception.

Contractor must must meet information as requested in the above requirement(s).	
The legal business name, address, telephone number of the subcontractor(s).	SupportFocus, Inc., 1132 Suncast Lane #5, El Dorado Hills, CA 95762, 916-599-7164
A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities.	SupportFocus, Inc. is a California corporation that will be providing data and image conversion and migration efforts.
The relationship of the subcontractor to the Contractor.	Contractor has worked with SupportFocus in three prior engagements and it's a value-add partnership.
Whether the Contractor has a previous working experience with	Contractor worked with SupportFocus on the California Business Entity implementation.

the subcontractor. If yes, provide the details of that previous relationship.	Contractor worked with SupportFocus on the Pennsylvania BizFile implementation. Contractor is working with SupportFocus on the New Mexico implementation.
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	Data and image conversion and migration activities, plans, and documentation.
Of the total bid, the price of the subcontractor's work.	~15-19%

20. STATE RESOURCES/RESPONSIBILITIES

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

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

State Contract Administrator
Name – Jeremy Lyon Phone- 517-230-2858 Email – LyonJ5@michigan.gov

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

DTMB Program Manager
Name – Stuart Willard Phone – 517-526-5410 Email – WillardS@michigan.gov

Agency Program Manager
Name – Giget Schlyer
Phone – 517-582-8330
Email - SchlyerG@michigan.gov

21. MEETINGS

At start of the engagement, the Contractor Project Manager must facilitate a project kick off meeting with the support from the State’s Project Manager and the identified State resources to review the approach to accomplishing the project, schedule tasks and identify related timing, and identify any risks or issues related to the planned approach. From project kick-off until final acceptance and go-live, Contractor Project Manager must facilitate weekly meetings (or more if determined necessary by the parties) to provide updates on implementation progress. Following go-live, Contractor must facilitate monthly meetings (or more or less if determined necessary by the parties) to ensure ongoing support success.

The Contractor must attend the following meetings, at a location and time as identified by the State, at no additional cost to the State:

1. Kick off meeting
2. Project planning sessions
3. SUITE tailoring sessions
4. Discovery/Requirements and analysis meetings
5. Ongoing collaborative team meetings to facilitate discovery and development are required. If Agile Scrum development approach is proposed, then all Scrum ceremonies, including daily Scrum, sprint planning, sprint reviews, sprint retrospectives, backlog grooming, and artifacts will be encouraged and expected.
6. All other meetings needed to successfully implement the new system.
7. Daily standup/Joint Application Development (JAD) sessions, depending on approach
8. Security plan assessment and review sessions

These are all standard meetings within Contractor’s processes of running an agile methodology. If any are different, Contractor is aware and willing to participate in meetings to provide a high-quality product to the State of Michigan. Contractor typically uses Microsoft Teams to collaborate and hold meetings. This tool has proved to be effective through all other implementations.

Contractor is committed to having the meetings necessary to build a high-quality product and the implementation be a success.

22. PROJECT CONTROL & REPORTS

Once the Project Kick-Off meeting has occurred, the Contractor Project Manager will monitor project implementation progress and report on a weekly basis to the State's Project Manager the following:

- Progress to complete milestones, comparing forecasted completion dates to planned and actual completion dates
- Accomplishments during the reporting period, what was worked on and what was completed during the current reporting period
- Indicate the number of hours expended during the past week, and the cumulative total to date for the project. Also, state whether the remaining hours are sufficient to complete the project
- Tasks planned for the next reporting period
- Identify any existing issues which are impacting the project and the steps being taken to address those issues
- Identify any new risks and describe progress in mitigating high impact/high probability risks previously identified
- Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

The report will include other information relevant for the delivery of the program as may be agreed upon between the Contractor Project Manager, Product Owner, DTMB Scrum Master and the DTMB Project Manager within the project management plan.

Release	Deliverable
	<ul style="list-style-type: none"> • Environment Readiness • User Story Estimation (Higher Level/Discussion Together). • Project Schedule • State Acceptance of the SEM-0185
The Contractor is responsible for the Deliverables for Sprints 1-n including but not limited to the following:	

Sprint 1-n

- Design
- Functional Design
- Application
- Database
- Interface(s)
- Integration(s)
- Data dictionary
- System Design
- Application
- Database
- Interface(s)
- Integration(s)
- Architectural Assessment (EASA collaboration and documentation)
- Security Assessment (Governance, Risk, and Compliance process)
- Development
- Configuration Management Plan (including branching and merging procedures)
- Delivered Application – Source code, scripts / procedures (including build, deploy, etc.), migration/conversion assets, Configurations, Test Scenarios and Test cases and all executables including any automated tests
- Application Databases – Design, Source code, and scripts/executables
- Solution Interfaces
- Solution Integrations
- Support Product Backlog in the State's instance of Team Foundation Server (Azure DevOps)
- Support Product Backlog Traceability Matrix (story map - features - Epics - User Stories- code check in / build- test case – test case outcome)
- Agile Metrics as defined in the Status Reporting - Project and Product Quality Section
- Agile Test Types

	<ul style="list-style-type: none"> • Unit • Functional • Integration • Facilitate User Story Acceptance • System and Standards • Regression Testing • Support End 2 End UAT including regression testing by the State – ample UAT period is expected • Installation instructions / procedures • Implementation schedule including installation acceptance testing • Staff Training • Back out / recovery plans and procedures • Backup procedures • Technology Continuity Plan • Updated Disaster Recovery Plan
Release	Deliverable
	<ul style="list-style-type: none"> • Request for Change (RFC for move to production) • Support End 2 End User Acceptance and final Regression testing • Go Live Support Plan • Go/No Go – State Acceptance of the SEM-0185 and the Stage Exit form SEM0189 • Deliver to Production (PRD) • Support Product Backlog grooming / sprint planning • Training and Knowledge Transfer for end users • Transition for State support of the Solution
Final Go Live	<ul style="list-style-type: none"> • Final Go Live Acceptance as described in EXHIBIT A-3 – Definitions • 0 Critical defects for 30 days after Final Go Live Acceptance <p>“0 Critical defects for 30 days” means there are</p>

	no Severity 1 Critical or Severity 2 High defects (as defined in Exhibit A-3) for 30 days.
Warranty	90 days to begin once the Final Go Live is released
Closeout	After warranty period ends and there are no open warranty issues, State Program Managers will approve invoice once open issues are closed, if any.
Maintenance and Support	Provide maintenance and support as described within Schedule D Service Level Agreement

The report will include other information relevant for the delivery of the program as may be agreed upon between the Contractor Project Manager, LARA Product Owner, DTMB Scrum Master and the DTMB Project Manager within the project management plan.

All Contractors must submit and enter weekly timesheets into the State of Michigan's Project Portfolio Management tool, Clarity PPM, for approval and reporting. The weekly Clarity PPM timesheet will contain hours worked for assigned project tasks.

Contractor will provide reports which signify the approval of requirements, Gap analysis before development and configuration begins. Contractor/SupportFocus can provide a report of the data and images converted to validate the information from the legacy system that has made it into the new system.

Contractor will provide status reports on all of their current implementations upon request.

23. PROJECT MANAGEMENT

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

Changes to scope, schedule or cost must be addressed through a formal change request process with the State and the Contractor to ensure understanding, agreement

and approval of authorized parties to the change and clearly identify the impact to the overall project.

The State of Michigan is requesting an implementation approach that closely aligns with Agile Scrum and includes comparable artifacts and ceremonies that are properly implemented. An approach with iterative build and review cycles and core team involvement are more likely to meet SOM's expectations and will provide greater overall project success. The approach will need to be tailored to meet the State's SUITE methodologies and required SUITE artifacts. The Contractor must describe its implementation approach, from kick-off to go-live and beyond, and highlight the key elements and personnel responsibilities in detail.

Contractor has delegated a team of dedicated professionals to perform the software configuration and implementation.

Prior to initiation work on the project, the Contractor team members and the State jointly set milestones, iterations, development tasks, and deliverables. Major milestones frequently incorporate several iterations and many tasks, each of which have a deliverable. By tracking deliverables, it is possible to demonstrate and report on progress compared to schedule. Ensuring all team members have a clear understanding of the desired metrics is essential to a successful project.

Contractor will create a test environment for the State on a consistent basis to ensure the solution is routinely reviewed to verify alignment with the stated objectives of data integrity and user interface.

During the entire project, Contractor resources are available on a daily basis for phone calls, conference calls, web meetings, etc. Using remote contributors whenever possible helps mitigate costs, however resources are deployed as needed to the State site. During production rollout, Contractors resources are available to be onsite to support this segment of the project.

The implementation approach must include the participation of the State of Michigan's core team which will consist of Project Manager, Product Owner, subject matter experts, testers, analysts, and technical developers. The SOM core team will be appropriately allocated to participate on the project team from kick-off to go-live.

At the completion of the comprehensive discovery activities the team including contractor will confirm that the scope assumptions provided in this Statement of Work,

including the Business Specification Worksheet and Exhibits, are included and correct. After the analysis is complete the Baseline Product Backlog and development roadmap will be set. Any items later added or removed from the Baseline Product Backlog will be considered a change. Change is defined as a New Product Backlog Item or Change to Existing Product Backlog Item.

Standard Product Backlog Change Process - The Contractor and State will address standard changes within the Agile framework without impact to the overall project by re-prioritization of the Product Backlog. For example, if a new high priority user story is identified during a sprint, the Product Owner can request the new user story be added to a future Sprint as long as user story(ies) of equivalent size (level of effort, hours, story points, and sizing factors) are removed from the Product Backlog.

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

Extraordinary Change Request Process – If a change will cause the Product Backlog to exceed the baseline Product Backlog size (as defined by story points, level of effort, or other agreed upon sizing factors), then Extraordinary Change Process will conform to the Change Control Process as set forth in Section 2.2(b) Change Control Process and will require a contract change amendment.

During the development of the system and prior to go-live, a security accreditation process, resulting in an “Authority to Operate,” will be performed. As detailed in SCHEDULE E – DATA SECURITY REQUIREMENTS, the Contractor will assist with this comprehensive process, at no cost to the State, and provide answers to the vendor-specific and solution-specific questions. The Implementation Approach must also consider the Americans with Disabilities Act Compliance as describe in Section 5 and include the review and mitigation activities also at no cost to the State.

SUITE Documentation

In managing its obligation to meet the below milestones and deliverables, the Contractor is required to utilize the applicable [State Unified Information Technology Environment \(SUITE\)](#) methodologies, or an equivalent methodology proposed by the Contractor.

During the Initiation and Planning phase, and as needed thereafter, the Contractor will participate in SUITE tailoring sessions to identify the artifacts and processes that will be

developed or followed to conform with the State's SUITE methodologies. Contractor will be responsible for drafting and gaining approval for the SUITE artifacts associated with its work.

The Contractor will participate in the creation of SUITE documentation and supply necessary components during each project phase.

Milestones/Deliverables for Implementation

The State's proposed milestone schedule and associated deliverables are set forth below.

Milestone Event	Associated Milestone Deliverable(s)	Schedule
Project Planning	Project Kickoff	Contract Execution + 10 calendar days
Post Production Warranty	Included in the cost of Solution.	Production + 90 calendar days
Production Support Services	Ongoing after Final Acceptance.	Ongoing
Sprint Zero	PM Docs, Backlog loading, COTS Release with MiLogin Int DEV+SIT	7.5 Wks
Sprint 1	Backlog Release + MiLogin (PreProd & PROD)	4.0 Wks
Sprint 2	Initial Data Migration Complete, Backlog Release	4.0 Wks
Sprint 3	Data Migration Update, Backlog Release	4.0 Wks
Sprint 4	Data Migration Update, Backlog Release	4.0 Wks

Sprint 5	Data Migration since last update, Backlog Release Transition to new Application "GO LIVE"	4.0 Wks
User Acceptance Testing (UAT) and issue resolution	Product stabilization, Final Solution and Testing Results Document	UAT period is 30 days
Training activities	Training will be delivered according to the agreed training plan	Delivered at appropriate timeframes.
Final Go Live	State Acceptance of the SEM –0185 and the SEM-0189. 0 Critical Defects after 30 days. The State requires a single Go Live event.	
Warranty Period	Will begin once the Final Go Live Payment is released.	

24. ADDITIONAL INFORMATION

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

SCHEDULE A – TABLE 1 – BUSINESS SPECIFICATION WORKSHEET

Contractors must meet each business Specification.

The Business Specifications Worksheet contains columns and is defined as follows:

Column A: Business Specification number.

NOTE:

The “**Required**” section of the Business Specifications Worksheet lists items that the State requires to be part of the Solution. “Required” items will be evaluated and scored upon per the State evaluation process.

The “**Optional**” section of the Business Specifications Worksheet lists items that are not required at the time of the solicitation but may be desired by the State in the future. Such “Optional” items will be evaluated and used in a best value award recommendation

Column B: Business Specification description.

Column C: Category

Section of the solution the requirement will be required.

Column D: State Comments

Provides additional information and examples for a requirement.

Column E: Contractor must meet with each Business Specification. Contractor must enter “Y” to one of the following:

Current Capability – This capability is available in the Solution with no additional configuration or cost

Requires Configuration – This capability can be met through Contractor-supported changes to existing settings and application options as part of the initial implementation at no additional cost (e.g., setting naming conventions, creating user-defined fields).

Customizations to Software Required – The requirement can be met through Contractor modifying the underlying source code, which can be completed as part of the initial implementation.

Future Enhancement – This capability is a planned enhancement to the base software and will be available within the next 12 months of contract execution at no additional cost.

Not Available – This capability is not currently available, and a future enhancement is not planned.

NOTE: Configuration is referred to as a change to the Solution that must be completed by the Contractor prior to Go-Live but allows an IT or non-IT end user to maintain or modify thereafter (i.e. no source code or structural data model changes occurring).

Customization is referred to a modification to the Solution's underlying source code, which can be completed as part of the initial implementation. All configuration changes or customization modifications made during the term of the Contract must be forward-compatible with future releases and be fully supported by the Contractor without additional costs.

Column F: The Contractor must meet the requirements. This column is for Contractor to meet how they will deliver the business Specification and if the Contractor proposes configurations or customizations, the Contractor must meet the details of the impacted risk that may be caused if configured or customized to meet the business Specification.

NOTE: See the Business Requirements-CSCL-Corporations spreadsheet for acronyms and definitions referenced in the Business Specifications. See the Appendices to CSCL-Corporations Business Requirements spreadsheet for the appendices referenced in the State Comments.

A	B	C	D	E					F
Business Specification Number	Business Specification	Category	State Comments	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Contractor must meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification.
General Requirements									
GEN 10	The system must provide quick and easy accessibility to all forms online.			X					"Contractor will provide online forms through the wizard builder, this enables the state the capability to create and modify all forms in real time in our online system.
GEN 20	The system must meet Michigan laws and rules.				X				Contractor will work closely with the State to abide by rules and laws needed for the system.
GEN 30	'The system must capture the history on all actions including generation of notifications/correspondence, status adds and updates, and images pursuant to Michigan standards and agency policy.			X					Contractor will work with the State to abide by standards and policy. The system does capture history of actions including notifications, correspondence, and status updates through the audit log.

GEN 40	The system must make the required fields known.			X					This business rule can be configured to be turned on. This is done through the wizard builder
GEN 50	The system must provide the ability for internal users to enter comments.			X					This is current functionality in the system. Processing each document there is a tab that allows for comments to be captured.
GEN 60	The system must provide the ability for the ADMIN role to modify/delete the comment once the comment is saved.		Document-level		X				This will require configuration for the user to delete or modify notes. The admin role will be configured to have the ability to edit and modify what other roles will not be able to.
GEN 70	The system must provide multiple search capabilities, with the ability to narrow down a list of options to select from, based on the information being entered.			X					There is a robust searching mechanism built into the system to allow public and internal users to be able to do an advanced search to narrow down results to the specifications desired.
GEN 80	The system must utilize an automated workflow, automatically generating and routing needed notifications/correspond			X					This is standard functionality. Through the Workview Manager and Work Queues the pending business rules can be configured for each form and workflow, these

	ence to affiliated parties.								forms can be automatically approved or routed to the appropriate work queue.
GEN 90	The system must allow for the selection of address to return Form/Order.				X				The system can be built to allow the wizard to have data fields where the user can indicate which address information should be returned to. Note that web filed items are typically returned through the public portal. Paper filed items are returned via mail and the address can be indicated for this.
GEN 100	The system must provide clear instructions including user guide/help on the online forms (Tooltips/ Note/ FAQs hyperlink/Video).		FAQ's, help text, instructions for customer who don't know statutory language – entrepreneurs guide, videos. 1. Need help text, FAQ's, instructions, entrepreneurs guide to be easily modifiable.	X					Within each form there is the ability to provide tooltips that can be modified in real time by state staff. There is also the ability to add FAQs or videos to the main page to help public users.

			2. Definition of each type of entity. 3. Other definitions as applicable. i.e. some systems provide a question mark in the bubble at the end of the field to provide information about what the field is.						
GEN 110	The system must provide ability to provide links to other pages.			X					This is standard functionality. Within the portal page or each form, tooltip, etc. links can be inserted to route users to the appropriate page.
GEN 120	The system must provide the ability for all images/filings on the system to be printable.			X					This is standard functionality. Each image can be downloaded to the end user. An internal user has the ability through the work view manager to download, save, or print the images
GEN 130	The system must include all of the types of Michigan business entities.				X				Contractor will work with the State to include the Michigan business entities. Through the documentation and gap

									analysis the team will work with the State.
GEN 140	The system must display the Entity Status in a manner that is easy to identify.			X					The entity status is currently displayed in searches as well as in individuals My Records in a column in the portal.
GEN 150	The system must allow the authorized internal user to remove images from being associated to any record type.			X					Images can be removed that are not part of the form, but the form that is generated upon submission cannot be removed.
GEN 160	The system must allow staff to be able to generate auto filled/pre-populated one-off paper forms.		Internal staff need to be able to generate and print forms that are prepopulated generated for mass mailings, renewals (e.g., assumed name, name registrations, LLP). For example, the customer opted in for email notifications to submit the annual report. The				X		This is a future enhancement that will be in a future release as scanning is updated within the application to account for pre populating information off paper forms without a barcode.

			customer was not mailed a paper form during the mass mailing, they were emailed a notification. The customer calls and wants the paper form mailed to them. Staff need to be able to print a prepopulated form to be mailed to the customer.						
GEN 170	The system must prevent submission of only one document in a required package. When the requirements of a form/restoration/renewal requires more than one form to be submitted, the system will require all forms to be completed, before the customer can submit and pay for the form/restoration/renewal.			X					The system will require all required fields to be filled out correctly prior to submission by turning these on through the business rules. The system can handle this functionality through logic built into the forms builder, but if it goes beyond that then it will require additional configuration or customization.

GEN 180	The system must successfully convert data and images to the new system.			X					Contractor partners with SupportFocus, Inc. and they have helped in the full data and image conversion for previous implementations in California and Pennsylvania..
GEN 190	The system must provide for auto approval of some forms.			X					This is standard functionality by turning on business rules. These can be configured in the wizards.
GEN 200	The system must show forms specific to the entity type (when submitting subsequent, renewals/restorations) and entity status.			X					This is standard functionality and greys out any amendments that cannot be acted upon. Any entity type that is outside of the one being worked on will not show up.
GEN 210	The system must allow for Data Subscriptions.			X					This is standard functionality for data requests regarding business bulk data. This can be done on a set time frame in a month, or configured to meet needs.
GEN 220	The system could allow for the Summons and Complaints to be recorded.					X			This functionality is built in a different module within the application, but will need to be configured/customized to meet the requirement.

GEN 230	The system must provide checkpoints throughout the verification process for paper documents that go through scanning, auto approval and data entry.			X					"These processes take place online and allow a user to be walked through the process.
GEN 240	The system must accommodate processes that are interconnected between entities e.g. conversions, mergers and joint ventures.					X			Conversions and mergers have been built in other states and the wizard functionality can be configured to work with what Michigan rules require.
GEN 250	The system must allow for an expiration date for rejected documents to be set according to statutory guidelines. Once the rejected document is expired, the customer can no longer correct and submit the document and the fee is no longer available to be applied to other forms.			X					This can be configured through business rules regarding how long documents can be out for correction and modified. This is done through the configuration phase.
GEN 260	The system must include the language,				X				Contractor will work with the State to get the appropriate

	logo, legal disclaimers, signatures as required by Michigan.								language, logos, etc. Once this is set up it should be quicker to make any changes as they come up.
GEN 270	The system must accommodate and calculate expiration dates, effective dates and renewal dates and update the record(s) accordingly.		See definitions		X				The system has business rules and configurations to accommodate dates and notices that correspond with the dates to go to end users.
GEN 280	The system must have the ability to recognize internal vs external filings.		For example: Bureau use only, Indexing, Veteran fee waiver	X					The system has the ability to indicate which filings can be filed by the public and which ones can only be filed by office staff. This is configured by wizard.
GEN 290	The system must have a mechanism to set an internal alert and enter internal corresponding comments.			X					The system can send for supervisor review and trigger alerts that correspond with the work queue. This is sent along with comments for the supervisor. This can be done automatically, but if needing to be done manually this will require customization.
GEN 300	The system must create a record of prior entity names.		Prior entity names and prior true names.	X					The system keeps track of the history of each entity changed from changed to and so each

									name would be part of the history.
Accounting and Payment									
ACC 10	The system must have the capability to calculate Michigan's complex fees structures and determine the amount due for all transaction types.		The fees will be made available in appendices. See appendix	X					The system has current capability to calculate fee structures and Contractor will work with the State to calculate those appropriately.
ACC 20	The system must be configured to integrate with CEPAS/PayPoint. The processing of credit card information must comply with the requirements of the Office of Enterprise Architecture and the Payment Card Industry (PCI) compliance standards. Please review the PayPoint Merchant				X				The system was built with the anticipation to integrate to multiple points. The system has integrated with many points in the past and will work with the State to integrate with CEPAS/PayPoint.

	Integration Guide for further information.								
ACC 30	The system must display a message to the customer when he/she is transferred to CEPAS for online payments and must provide a message on successful/unsuccessful transaction.			X					The system can display a message when connecting with a third party application and validate that the transaction was completed successfully or unsuccessfully. If unsuccessful the user will also receive a message that to send filing they will need to provide proper payment amount before the filing will be accepted by the state.
ACC 40	The system must not allow editing of payment information provided by the customer or by internal staff when the payment is submitted and approved.			X					This is standard functionality and most users don't have the ability to see payment information per the roles and rights each users is set with.
ACC50	The system must accept the following methods of payment: 1. Cash 2. Check 3. Money Order			X					These are standard functionality to accept each of these types of payments

	4. Credit/Debit card								
ACC 60	The system must not store any credit/debit card information.			X					The system does not store any credit/debit card information.
ACC 70	The system must provide the ability to apply fee waivers.		The waivers will be made available in appendices.	X					The system has provided this functionality in other State implementations and will work with the State to apply the fee waivers.
ACC 80	The system must provide a detailed receipt for a successful payment.		For example: Entity Name, Item Type, Breakdown of Fees, Transaction ID, Receipt Number, Department Name, Division Name, Payment Date & Time, Year for Reports/Statements.	X					This is standard functionality. The receipt page can be configured if changes are necessary after initial set up
ACC 90	The system must provide the ability to carry forward complete or partial payments for document resubmissions.			X					The system allows the user to submit one payment with multiple filings. Each filing can be completed and the remaining balance forwarded to the next filing, or a partial payment can be made and the filing will be handled

									through the correction process which allows for payments to be used for resubmissions of documents that have been submitted with missing attachments, etc.
ACC 100	The system must provide the ability for internal users (staff) to apply payments for in-person submissions.			X					This is standard functionality in the system. This will be accepted with check/cash in the system or integrate with the payment provider for credit/debit cards accepted in person. This will require a Point of Service device to accept credit cards for walk in customers
ACC 110	The system must provide the ability to rescind filings.			X					The system has the capability to void transactions within the system. This is standard functionality but if anything needs to added then it will require configuration/customization
ACC 120	The system must allow for a fee submitted with one form type to be applied to another form type.							X	This functionality currently does not exist, but can be built to allow fees to be applied to another form type.

ACC 130	The system must track and store the breakdown of the payment item/SKU information for every type of online payment.				X				The system is set up in the early stages for payments to be routed to the appropriate GL and other accounts. Each transaction or fee charged is also tied to a specific GL code so the Finance Department can route the appropriate funds to each GL. To add SKU will require configuration/customization
ACC 140	The system must allow for expiration of fees that have not been used within a certain time frame determined by policy.				X				This will require some configuration but Contractor will work with the State on this requirement
ACC 150	The system must notify C3/CEPAS/SIGMA (as appropriate) of the refund pertaining to the specific SKU/transaction.			X					There is a refund report that is pulled together and can be sent to C3/CEPAS/SIGMA as necessary.
ACC 160	The system must properly retain a history of all fees, payments, refunds, chargebacks and NSF/Dishonored payment.			X					This is current functionality. The receipting process within the systems retains a full history of all transaction on every account. Contractor will work with the accounting team to setup the reports and

									process for NSF, Chargebacks, etc.
ACC 170	The system must provide a report that provide detailed payment information.			X					This is standard functionality in the system. These reports can be run on a specific time basis or can be run adhoc.
Admin									
ADMN 10	The system must maintain the list of resident agents companies and addresses and allow for Admin users to modify (add, edit, and delete) the list provided in the data entry screen for paper forms.				X				Contractor has other tools that can be leveraged for resident agents process. If those tools can be leveraged it's current capability but otherwise will require configuration
ADMN 20	The system must provide the ability for authorized users to create or modify items that might have frequent changes. A. Trademark and Service Mark classification codes. B. Reasons for waiving fees		Search capability nice to have		X				The system is based off user rights and roles so the appropriate user can create or modify the items and configure other items as necessary.

	C. Assumed Name Renewal period dates (starting date/ending date)								
ADMN 30	The system must not impact entity records if admin configured data has already been used and stored in one or more entity records.		For example, when the data in the list of resident agents' companies that the system will allow for Admin users to modify (add, edit, and delete) is modified, then the system will not change records that already have that resident agent company's data associated.	X					The system will not update record information based on changes made to admin values. When the record is updated, the user may be notified the data needs to be updated.
ADMN 40	'The system must allow authorized users to make modifications to the entity record.			X					Only users with certain permissions based off their rights and roles can modify records
ADMN 50	'The system must allow authorized users to remove images from being associated to an entity.			X					Only users with certain permissions based off their rights and roles can remove images, however the original image from the online filing cannot be removed. There

									always will have to be one page tied to a filing.
ADMN 60	The system could allow authorized users to move images from being associated to one entity to another.			X					Only users with certain permissions based off their rights and roles can remove images, however the original image from the online filing cannot be removed
ADMN 70	The system must provide flexibility to users with ADMIN role to make changes to all existing forms including form deadlines etc.			X					This is standard functionality within the system and can be modified through the wizard builder and admin options.
ADMN 80	The system should provide the ability for admin to add or modify Class Codes.			X					This is standard functionality within the system. These are set up during implementation and can be configured after go-live but it has been less frequent in previous states.
ADMN 90	The system must allow authorized users to change the form type of a form on the record of an entity.		For example, change a form with the designation of "Indexing" to the appropriate form or change a form with a designation of a form, to a	X					Image types can be updated by users with the appropriate rights and roles.

			"bureau use only" form.						
ADMN 100	The system should allow the admin to modify notifications.	Admin	For example, the ability to modify the text and the ability to modify the date the notifications are sent.	X					This is standard functionality and can be configured and modified through the correspondence and report tool.
AR – AS RENEWAL & RESTORTATION									
ARAS 10	The system must accommodate a renewal for a nonprofit that owes more than 5 annual reports to complete a renewal.		<p>Require the customer to submit annual reports for the most recent 5 years due in addition to owing all fees and penalties for all years owed (could be more than 5 years) for following entity types:</p> <p>Domestic Nonprofit Corporation</p>	X					This is standard functionality and can require users to have to pay the fees for each year they've missed along with the filing for each.

			Foreign Nonprofit Corporation						
ARAS 20	<p>The system must require the customer to submit all annual reports and fees which are due when submitting a renewal/restoration for following entity types:</p> <p>Foreign Profit Corporation</p> <p>Foreign Professional Corporation</p> <p>Domestic Profit Corporation</p> <p>Domestic Professional Corporation</p>		<p>Complete the annual reports/annual statements from oldest to newest.</p> <p>Foreign Corporations Renewal fees include a calculation based on the prior year apportionment percentage.</p> <p>See Fees Appendix for any fee or date reference.</p>	X					<p>The system supports and can configure forms and renewals that will be required to be due on a specific date of each year.</p>
ARAS 30	<p>The system must require the customer to submit all annual statements and certificate of restoration of good standing and fees (penalties) which</p>		<p>See Fees Appendix for any fee or date reference.</p>	X					<p>The system supports and can configure forms and renewals that will be required to be due on a specific date of each year.</p>

	<p>are due when submitting a renewal/restoration for following entity types:</p> <p>Domestic Limited Liability Company</p> <p>Foreign Limited Liability Company</p> <p>*Domestic Professional Limited Liability Company</p> <p>*Foreign Professional Limited Liability Company</p> <p>*only PLLCs have penalties</p>								
ARAS 40	The system must allow for one form to have different requirements dependent on statutory requirements.		Configure the Domestic Nonprofit Corporation Annual Report form to require data to be entered in certain fields		X				This can be handled through the configuration of the forms through the wizard builder and Contractor will work with the State to help configure these requirements.

and to include data validations on certain fields pursuant to which year is selected from the Annual Report Filing Year drop-down menu:

1. For annual reports 2009 or later, the system will allow the entry of multiple directors, as statutorily required.

2. For annual reports 2009 or later, the system will not allow the same name to be entered for more than one director.

3. Prior to 2009 and earlier, the

			system will allow one or more multiple directors (one of which is required), and the same name may be entered for more than one director.						
ARAS 50	The system must update the expiration date for Assumed Name(s) after an entity is restored or renewed to good standing and the Assumed Name(s) have time remaining until they expire in light of the renewal/restoration.			X					This is standard functionality. When names are accepted/restored in the system, any person who files will check in real time against those names already used.
ARAS 60	The system must provide a one click option for Annual Statement filings. The system must not provide the ability to enter or modify any information in the prepopulated online form other than meeting		The one click option is meant when there are no changes to the record.		X				Configuration would be required to allow a one click option. Right now standard functionality simplifies the process if there are no changes

	the signature requirement.								
ARAS 70	The system must include readable identification numbers (insert in bar code) in all annual reports/ annual statements and any forms that can be auto-approved.					X			The system can turn on business rules to auto approve certain filings or flag certain portions of the report/statement if answered a certain way
ARAS 80	The system must allow entry of the officer or director information for corporations while allowing an option to bypass this section if criteria is met.			X					This is standard functionality and can be configured if changes are necessary.
ARAS 90	The system must allow for entry of apportionment percentage data and shares attributable to Michigan for certain corporations. The system must calculate fees accordingly.		See appendices. There are complexities involved. For example: Foreign profit corporations apportionment percentage should be a rolling value by report year, not	X					This is standard functionality and can be configured if changes are necessary.

			locked to 4 most recent years based on system date.						
ARAS 100	The system must allow entry of shareholder information for certain corporations.			X					This is standard functionality and makes it simple for end users to input this information.
ARAS 110	The system must allow entry of member and manager information for certain limited liability companies.			X					This is standard functionality and makes it simple for end users to input this information.
ARAS 120	The system must allow an amended report to be filed online.			X					This is standard functionality and can allow users who have access to records to file an amended report
CERTIFICATE – COPIES - ORDERS									
ORD 10	The system must allow External (Customer) and Internal (Staff) to place an order for multiple items at one time.	Orders	Shopping cart for external customers. Internal users (staff) will not have a "shopping cart" since they will not	X					This is standard functionality with the shopping cart capability.

			submit payment when they are entering the order.						
ORD 20	The system must provide an order process for internal users.	Orders		X					This is standard functionality through our work view manager. Processing can take place on a FIFO or manual assignment
ORD 30	The system must allow expedited service to be selected for order items.	Orders	See appendix	X					This is standard functionality and can be configured to have expedited services upon checkout
ORD 40	The system must not allow customers to select items that are not applicable to their entity.	Orders		X					This is standard functionality and will force users to be in compliance or have the appropriate items to be able to edit or forms to fill out
ORD 50	The system must check the entity status before fulfilling the order or regenerating a certificate.	Orders		X					The system requires the status to be a certain status to allow actions to be provided. If out of compliance they need to fill out the appropriate information before they can do additional steps
ORD 60	The system must create uncertified copy orders.	Orders		X					This can be handled through the history if based off current

								capability. Otherwise, configuration will be required.
ORD 70	The system must allow foreign addresses to be entered for shipping and billing.	Orders		X				This is standard functionality. This can be configured in the wizard builder to accept foreign addresses.
ORD 80	The system must provide validation of billing and shipping addresses on orders.	Orders		X				This is standard functionality offered through the USPS AMS.
ORD 90	The system must auto-approve applicable orders and alert internal users if the orders need to be manually approved.	Orders		X				This can be handled through the business rules of each order. Most of these orders are automated unless additional configuration is required.
ORD 100	The system must automatically create certificates and copies if the order is auto-approved and allow the internal users to manually create/edit the certificate if it's not auto-approved.	Orders		X				This is standard functionality. This can be configured to deliver the filing/order at time of successful payment.
ORD 110	The system must generate a black seal certificate on email and gold seal certificate for					X		This will require either configuration or customization

	printed certificates(mail/counter).								but Contractor will work with the State on this requirement
ORD 120	The system must automatically update the status of the order while allowing internal users a manual process to change the status of the order.	Orders	Current Statuses: All Cancelled Completed Expired In Process Received		X				This is standard functionality for status updates. The statuses may require some configuration to match the correct verbiage in the requirement.
ORD 130	The system must allow certain internal users to modify orders no matter the status of the order.	Orders		X					This can be configured in the current functionality so certain users and roles have the capability.
ORD 140	The system must allow staff to search for orders using different criteria, including but not limited to: order date, customer name, and order number.	Orders		X					This is standard functionality. Staff can search orders by a myriad of options to help narrow down search options to find the result desired.
ORD 150	The system should communicate with external customers to set expectations regarding delivery of	Orders		X					There is an email/letter that is sent out after the approval, rejection, or correction of each filing. The text can be added and configured in there. If

	ordered items. For example, the customer will receive order items in separate email.								anything additional is required this will require additional configuration or customization.
ORD 160	The system must send the ordered item(s) based on the users' preference. The methods of delivery are email, mail, and in-person.	Orders				X			Web filed orders are typically fulfilled via the public portal and paper filings are fulfilled via mail or in person. Any other combination will require customization.
ORD 170	The system must not allow external customer users or internal users to order statute books to be returned by email.	Orders						X	This functionality is not available at the moment due to the inability for Contractor to see the process through without errors. Some of the uncontrollable factors are: size of email being sent, etc.) It could be potentially forced to be a paper document if desired
ORD 180	The system must provide a link to the image of the order on the external customer dashboard if the order is placed online.	Orders		X					This is standard functionality. There is a download option for the order once payment is successful for users to download and receive the order.

ORD 190	The system must add the order item image(s) to the order.	Orders		X					The order returns a receipt, the order form, and the appropriate copies that are part of the order results.
ORD 200	The system must allow for fee waivers on orders.	Orders		X					This is standard functionality
ORD 210	The system must provide an option to print/download the certificates.	Orders		X					This is standard functionality that a download button is available and then printing or saving takes place from there
ORD 220	The system must provide the ability for the internal users to print the certificates on demand and choose either certified or uncertified paper.	Orders			X				This will require additional configuration or customization because right now the two workflows are separate and history has been leveraged for uncertified copies to simplify the implementations.
ORD 230	The system must create a system-produced certificate upon filing of certain forms.	System-Produced	See Appendix		X				Contractor will work with the State to identify the certificates and forms required for completion of forms and approvals.
ORD 240	The system must allow customers to provide additional information for certain ordered items.	Orders			X				The forms can be configured to capture more information on the orders. This can take place through additional

									uploads or additional text fields.
ORD 250	The system must print an unique verification number on each certificate which can be verified by the public using a public internet site.	System-Produced			X				This is standard functionality. This can be configured for end users to validate the verification number is valid.
ORD 260	The system must configure Tags, Signatures, Graphics, and Seals prior to creating any certificates.	Orders & System-Produced			X				Contractor will work with the State to identify and configure the tags, signatures, graphics, seals for forms and letters
Customer Submissions									
CUST 10	The system must allow all forms to be submitted and paid for online.		See appendices for a list of all forms. In the event that a form(s) is not available as an online form, the ability to upload the document and	X					This is standard functionality. This also allows for forms to be printed and mailed with a unique barcode to cut down on data entry for back office staff

			pay the fee online is required .						
CUST 20	The system must allow submission of certain forms that do not require payment. The process will allow the submission of documents with \$0 fees.			X					Contractor will work with the State to identify the forms and configure the system to allow submissions that do not require a payment.
CUST 30	The system must allow for the online forms to meet Michigan laws and rules.				X				Contractor will work with the State to identify and meet Michigan laws and rules. The configuration is not definitively known at this time but will be through analysis
CUST 40	The system must have the ability to accommodate the following, including but not limited to: name reservations, name registrations, formation documents, subsequent documents, and register trademarks, service marks, and insignias.		See Appendices for a list of forms.	X					Contractor will work with the State to identify and configure the forms to be made available online

CUST 50	The system must display to the external user only the forms available for submission by the entity type and entity status.			X					This is standard functionality configured through business rules to show what is necessary for the appropriate users right and role
CUST 60	The system must auto-populate and/or lock certain fields on some forms.			X					This can be configured in real time on each form.
CUST 70	The system should have the ability to allow a customer to select an address they've already entered so they don't have to type the address multiple times.			X					This is standard functionality that can be copied after being entered once.
CUST 80	The system must prevent issues that can occur when a customer uses auto-fill from the browser.			X					Contractor will work with the State to identify the issues that have occurred with auto-fill from browsers. As of now there have not been issues reported to Contractor by previous states.
CUST 90	The system must provide a spell check and force capitalization.			X					This is functionality that can be simply turned on and off through business rules in the system

CUST 100	The system must allow for the external customer to perform a name availability search.		Validation on the entity name and if an entity exists with that name, user will not be allowed to file using that name. This name availability search will provide limited information to the external user.	X					This is standard functionality and takes place each time someone attempts to submit a form or can check availability within the form.
CUST 110	The system must provide a mechanism that makes the external customer validate that the name entered is the name that they intended to enter.		For example: spell check and entering in the business name twice.	X					This is standard functionality. The system forces a double entry of the business name to validate and root out errors.
CUST 120	The system must allow for descriptions/instructions /rules to be viewed by the customer, but not included in the submitted form. For	General		X					This is standard functionality that can be configured to be on the form being submitted but not on the form for public record.

	example: tooltips, notes, and hyperlinks.								
CUST 130	The system must allow a form to be signed by more than one person, if applicable. The system must require the customer to acknowledge a certification statement prior to submitting the form.		Multiple signatures can be entered by the external user.	X					This is functionality in the system that allows for the document to be sent for signatures to those necessary.
CUST 140	The system must provide signature titles only allowable by the form type according to statutory requirements.				X				This can be configured to meet the appropriate signature titles by the form type
CUST 150	The system must allow the user to attach file(s) to forms online using Michigan Standards. (Examples: PDF, WORD, EXCEL, jpeg)		This includes encrypted or protected PDF's.		X				It is standard functionality to accept PDF documents, but configuration will be required for any other type of file.
CUST 160	The system must allow the user to select expedited service or unselect expedited service at any time prior to the form being filed.			X					The expedited service is standard functionality, but changing the expedited request up until the form is submitted will require

	The system must allow the external user to select, modify or remove the expedited service request any time prior to the form being submitted to CEPAS for payment.								additional configuration or customization.
CUST 170	The system must allow for functionality of Joint Venture Assumed Names when multiple forms are submitted together.				X				The system can allow for multiple filings to be submitted, but some configuration may be required as the gap analysis is performed
CUST 180	The system must have validations on certain fields and alert the external customer.		For example, entity name field must include specific required words/abbreviations (L.L.C., LLC, L.C., LC, limited liability company).	X					The system has built-in validations to cut down on errors and alert customers edits needed.
CUST 190	The system must filter user input and only allow certain characters to be entered into system forms.		These are permissible: ASCII printable characters Any other characters than these aren't	X					This is standard functionality in the system, turned on with business rules.

			permissible. For Example Emoji, Squared symbol, Degree symbol						
CUST 200	The system must provide a space for the external customer to include additional language that will be part of the filed document.			X					This is standard functionality and can be added to the form through the wizard builder.
CUST 210	<p>The system must provide the ability for the external customer to resubmit a document.</p> <p>The system must provide the ability for the customer to perform the following functions:</p> <ol style="list-style-type: none"> 1. The resubmission of the document and payment of an additional amount. 2. The resubmission of the document requiring payment only. 		This can be done multiple times and the date restarts after each submission, not from the original date of submission.		X				Contractor will work with the State on the ability to resubmit a document. Currently the system will allow a "correction" to be sent back and if other fees are necessary can be configured. These may require additional configurations or customizations.

	<p>3. The resubmission of the document without payment of a fee.</p> <p>4. The customer can add or upgrade the expedited service.</p> <p>Note: The new or resubmitted document may require a fee.</p>								
CUST 220	The system must allow external customers to save online forms as a draft so that the external customer could the leave page and return later to finish without losing what they have entered.			X					This is standard functionality. There is an option to save draft at the bottom of each filing whether it's initial, amendment, orders, etc. to allow external customers the ability to come back and work that filing.
CUST 230	The system must alert the external customer when there are Non-Sufficient Funds (NSF) or dishonored payment owed.				X				This is standard functionality through our correction/rejection process. The system will notify the external customer. The backoffice staff member will have the ability to update the record to show an NSF payment.

Data Conversion								
	Assumption: A comprehensive Conversion Data Mapping Document and Plan must be completed, executed for conversion of data from COFS to the new Corporations System and approved.			X				Contractor works with SupportFocus, Inc. to provide these documents and plans but is a typical process followed.
	Implementation Consideration: Moving from entity based to user based system				X			The system is a user based system that ties the users to entities. Every user will need to have a authenticated login to perform certain functions if the state so requires.
DATA 10	The system must convert TIF files into PDF files. The system must provide a viewer/reader so that TIF files are rendered as PDF files .				X			This has been done in previous data conversions but Contractor will work with the State to meet this requirement.
DATA 20	The system must migrate all active and historical data to the new system.			X				Contractor will work with SupportFocus and the State to migrate the necessary data to the new system.

DATA 30	The system must migrate "In Process" rejected filings to the new system.					X			Contractor will work with SupportFocus and the State to migrate the necessary data to the new system.
DATA 40	The system must provide a separate database to house the conversion and testing from DEV and TEST.			X					This is standard with each implementation. The Dev will allow Contractor to do the main work while Test will be where the State validates the work done
DATA 50	The system must provide verification record counts from the new system.		These counts will be used as a mechanism to verify that entity records have been properly converted.	X					This is part of the implementation phase of the project.
DATA 60	The system must migrate unpaid invoices into the new system.		These records should be retained for date created plus 3 years.	X					This can be added to the conversion process and identified between parties that the data is clean and ready to migrate.
DATA 70	The system must make all corporation annual reports/statements prior to January 1st the year of go live minus 10 years inaccessible online for public users.				X				This will require configuration by the Contractor/SupportFocus team.

	This must be based on the filed dates for annual reports/statements.								
DATA 80	The system must migrate alerts and comments from entity records.				X				This will require configuration by the Contractor/SupportFocus team.
DATA 90	The system must store legacy history information so it is distinguishable from new history information created after implementation.		Store the following information using the legacy format: 1. 2 digit code 2. detail message 3. date (MM/DD/YEAR) 4. roll & frame (if applicable) Note: if both roll and frame = 0000, then nothing needs to be brought forward regarding the roll and frame information.		X				This will require configuration by the Contractor/SupportFocus team.

DATA 100	The system must migrate "old ID number" and if applicable COFS ID number.		"Old ID Number" is from the pre-COFS system.		X				This will require configuration by the Contractor/SupportFocus team.
Document Processing									
DOC 10	The system must convert the form submitted online into pdf.			X					This is standard functionality. Each filing is converted into a PDF and is accessible to Section 508 of the ADA.
DOC 20	The system must allow internal users to put an assigned item in a holding status to return to it later.			X					This is standard functionality. The user who is assigned or checks out the filing locks the filing so that it cannot be checked out again.
DOC 30	The system must add an endorsement to all approved forms.	Auto-Approval	Approved includes auto-approved and manual, paper and online submissions. An endorsement is the "filed stamp".	X					This is standard functionality. Each state can configure the stamp or other endorsement for approved forms that have been filed.
DOC 40	The system must create or update the entity record once the document is endorsed and associate the image with the entity.			X					This is standard functionality. This takes place once the filing is approved and available for public search and viewing.

DOC 50	The system must calculate expiration, renewal, term and effective dates.		See definitions	X					Contractor will work with the State to calculate the expiration, renewal, term and effective dates. These are typical in each state but each state varies to the calculations
DOC 60	The system must update the entity status as applicable.			X					This is standard functionality. There are automated jobs through the task manager that helps to update as status may change through approval, rejected, or fees expired when the filing is filed or goes through the necessary actions.
DOC 70	The system must update the status of the form as applicable.		For example: In Process Rejected Rescinded Approved Fees Expired Resubmitted		X				Additional configuration will be needed to accommodate statuses not already in the system. Otherwise this is a standard functionality
DOC 80	The system must include the following statutory requirements within the endorsement ("filed stamp").		See definitions		X				Most of the endorsements are current functionality, but Contractor will work with the State if additional configuration is necessary.

	1. The words "filed" 2. the Administrators official title 3. received date 4. filed date 5. if requested the hour of filing								
DOC 90	The system must calculate and add expiration dates to applicable forms upon filing and update the record accordingly.		For example: Certificate of Assumed Name has an expiration date 5 years from the year of filing.	X					This is standard functionality. Through the configuration they these dates can be set and the task manager can pick up what needs to be set as expired or otherwise set.
DOC 100	The system must add effective dates to applicable forms upon filing and update the record accordingly.			X					This is standard functionality. Through the configuration they these dates can be set and the task manager can pick up what needs to be set as expired or otherwise set.
DOC 110	The system must combine the approved form and system-produced certificate (if applicable) into one PDF.							X	Right now the system does combine all the forms and outputs into PDFs but not a single PDF

DOC 120	The system must print certificates when certain forms are filed.	Paper Submission	In addition to the certificate that is created and attached to the image. Paper documents only.	X					This is standard functionality. Certain outputs can be set to provide a download button once payment has been processed.
DOC 130	The system must generate and send an email notification upon submission, filing and/or rejection.	Online Submission		X					This is standard functionality. Each time a submission takes place online, the email on file will receive a notice stating updates thereafter. Whether that is accepted, corrected, or rejected.
DOC 140	<p>The system must have the ability to allow the internal user to perform the following operations with an image prior to filing a document:</p> <p>A. Allow changing the sequence of the pages in the image of submitted documents</p> <p>B. Allow delete or adding pages in the image of the submitted documents</p> <p>C. Will not allow to manipulate the content</p>					X			Most of these items are standard functionality in the system, but deleting the original form from submission is not available.

	<p>of the pages in the image of the submitted documents</p> <p>D. Will allow to combine multiple images into one image</p> <p>E. Will allow to separate an image into multiple images. (Restorations, Renewals)</p> <p>F. Will allow image manipulation capabilities such as page rotation etc.</p> <p>G. Will allow the ability to redact a form</p>								
DOC 150	The system must provide a mechanism for the internal user to provide proof of received date and time and filed date and time to demonstrate expedited service is met.			X					This is standard functionality when the system prints a document locator number down the right side of the filing.
DOC 160	The system must capture the actions of the internal users with a			X					The system does collect the data and time the system was

	date/time the action occurred.								input into the system through scanning or file stamps.
DOC 170	The system must capture and display affiliated entities and details for mergers and conversions.			X					This is standard functionality. In the history tab on the portal there is the ability to see the changed from - changed to. This will enable users to see changes necessary.
DOC 180	The system must allow the authorized Corps staff to replace the filed image, if needed. For Example: Administrative correction for a given transaction.			X					This is standard functionality. Admin staff can modify, alter, replace, or delete an image once scanned.
DOC 190	The system must alert the internal staff when there are Non-Sufficient Funds (NSF) or dishonored payment owed.			X					Currently this is a manual process that a report is received and manually update the receipts which then will update end users.
Interfaces									
INT 10	The system must interface with the following 1-way interfaces.					X			Contractor will work with the State to interface with SIGMA, CSCL Scanning solution, and Preservica

	1. SIGMA 2. CSCL Scanning Solution 3. Preservica								
INT 20	The system must interface with the following 2-way interfaces: 1. C3 2. CEPAS 3. Address Verification 4. Third party software to automate the detection and prevention of online fraud. For example, TransUnion Device Risk				X				Contractor will work with the State to interface with C3, CEPAS, Address Verification, and Third party software for online fraud
Mailing									
MAIL 10	The system must send notices out according to the customer's preferred method, i.e. email or USPS.				X				Correspondence is sent out via email if there is an email on record or mail if only a business/individual address. If there is more that's necessary, this will require additional configuration.

MAIL 20	The system must provide for the ability to send Reminder notifications.			X					This is standard functionality. Through the task manager there are automated print queues and emails sent out for reminders to be emailed or mailed out to entities at specific intervals of time before submissions are necessary.
MAIL 30	The system must allow hyperlinks to be included in the notifications.			X					This is standard functionality. The correspondence can be configured to include hyperlinks on the emails sent out as well as URL's to those that are mailed to help simplify processes.
MAIL 40	The system must provide the ability for notifications to have identification regarding entity.			X					This is standard functionality. Through the task manager there is the automation for entities to have their names on correspondence whether in mail or email.
MAIL 50	The system must allow for bulk annual filings and notice prints.			X					This is standard functionality.
MAIL 60	The system must have bulk filing capability.		Bulk report statement submission capability XML for		X				This is standard functionality.

			example. Bulk change of registered office address for example.						
MAIL 70	<p>A. The system must have a Database Manager tool that allows authorized Corps staff to execute queries and run reports based on data in existing fields, and it will allow import/export of the data.</p> <p>For example: identifying entities with term expirations, execute a mass status change (set out), identifying entities with a resigned agent, etc.</p> <p>B. The system must have the ability for the authorized Corps staff to schedule a specific mailing/set out job to run on a future date.</p>					X			<p>This is standard functionality. As mentioned above, the task manager mailings and other notices can be modified in advance and made sure to be sent out in appropriate timeframes. To run queries and reports based on data in existing fields would require customization.</p>

	C. The system must have the ability for the authorized Corps staff to edit/cancel a scheduled job.								
MAIL 80	The system must use the Registered Office Mailing address in the mailings. If Registered Office Mailing address is not available or data is blank, then system will use Registered Office address, instead.			X					This is standard functionality that can be set to which addresses to be sending information or notices to.
MAIL 90	The system must print read marks on annual reports; A. If an entity receives multiple annual reports or multiple pages as part of a single mailing. B. If an entity is receiving more than one annual reports, in that case, the last annual report will have two read marks and other annual reports will have only one read mark.		See definitions tab		X				This will require additional configuration or customization, but Contractor will work with the State to print read marks on annual reports

	C. If an entity is receiving only one annual report, in that case, the annual report will not have any read marks.								
MAIL 100	<p>A. The system must have the ability for the authorized Corps staff to identify the entity counts and page counts for each batch before scheduling the job.</p> <p>B. The system must have the ability to display the sum total of all batches for that job.</p> <p>C. The system must have the ability to schedule a job after displaying the counts information.</p>					X			The system would require customization to first determine counts and then run the automated job
MAIL 110	The system must have the ability for authorized Corps staff to create and modify mailing templates.			X					This is standard functionality. The templates can be modified by state staff with the proper role or permission. This is in tandem or after Contractor training to help aide in the process.

MAIL 120	<p>A.The system must allow selecting the right template for the mailings.</p> <p>B.The system must provide the ability to reprint any form which is mailed as part of a print job.</p>		See Appendix for more details			X			This would require customization to provide a user the ability to select the right template for the mailings
MAIL 130	The system must print the specific details in a scan line for mailings.		<p>For Example:</p> <p>Agency Code</p> <p>Profession Code (Consists of 2-digit agency code and 2-digit code for type of entity)</p> <p>Purpose Code (may consist of 1-3 SKUs each 2-digit long)</p> <p>Transaction Number</p> <p>Transaction Number Contd.</p> <p>Due Date (6 characters)</p> <p>Amount Due</p>			X			This will require additional configuration or customization, but Contractor will work with the State to make sure this requirement is addressed.

			Check Digit (6-digit code for validating the scan line) Standard number of Late Fees as provided from C3 system						
MAIL 140	The system must provide the ability for the authorized Corps staff to print the entire batch or page range selected in a batch.					X			This will require customization to fit this requirement.
MAIL 150	The system must be able to handle the following due dates for annual reports/statements: Nonprofits Corporations: October 1 Profit/Professional Corporations: May 15 LLCs/PLLCs: February 15			X					This is standard functionality. Within the system these dates can be entered into the entity configurations along with reminder dates (i.e. 30 days prior to filing due, etc.)
MAIL 160	The system must be able to generate print files for a mailing and		There are 9 mailing cycles.		X				This will require configuration or customization for the 9 mailing cycles, but Contractor

	route to the print center. The system must identify the entities to receive the mailing based on specific selection criteria.		See Appendix for more details.						will work with the State to automate this job.
MAIL 170	The system must have the ability for the authorized Corps staff to schedule and execute a mass status change for entities that meet certain selection criteria (setouts).				X				This will require additional configuration or customization to make sure the selection criteria meets all the entities necessary.
MAIL 180	The system must provide the ability for authorized internal users to create and generate mailings for Mark renewals.			X					This is standard functionality. The print queue is ready through the task manager and the jobs that have been run over the previous amount of time to dictate how many and which ones are printed and ready for mailing
MAIL 190	The system must provide the ability for authorized internal users to create and generate mailings for LLP renewals.			X					This is standard functionality. The print queue is ready through the task manager and the jobs that have been run over the previous amount of time to dictate how many and

									which ones are printed and ready for mailing
MAIL 200	The system could have the ability to generate and send Trademark Data to customers who have subscribed to the Trademark Data Subscription Service.			X					This is standard functionality.
Paper from Data Entry									
PAP 10	The system must allow authorized users to index the scanned image and to perform manual data entry.			X					This is standard functionality. Within each work queue for internal processors and provides the ability to manually input items that are not scanned in and data already captured.
PAP 20	The system must allow staff to enter the required information displayed on the scanned image into data entry.			X					This is standard functionality. In the processors queue, there are indicators to the user that certain fields are required.
PAP 30	The system must provide a spell check and force capitalization.				X				This is standard functionality that can be set with business rules when creating wizards.

PAP 40	The system must auto fill certain fields when possible.			X					This is standard functionality. In online filings the information is captured and automatically populated. In "print and mail" documents with the unique barcode can be automatically populated while manually documents will need to be entered in manually.
PAP 50	The system must have validations on certain fields and alert the internal user.		For example, entity name field must include specific required words/abbreviations (L.L.C., LLC, L.C., LC, limited liability company).	X					This is standard functionality. If there are fields that are required that are not filled in, the user will be notified through an error dialogue letting the user know what needs filled in. If the name requires specific name endings the user will receive an error and be required to enter one of the correct name endings.
PAP 60	The system must provide date calculations based on business rules.			X					This is standard functionality. The date calculations can be set and adjusted as necessary
PAP 70	The system must provide the ability to override address					X			In order to override the address verification this would require customization.

	verification for paper form data entry.								
PAP 80	The system must allow the internal user to select from a list of resident agent companies during data entry.			X					This is standard functionality
PAP 90	The system must maintain the list of resident agents companies and allow for Admin users to modify (add, edit, and delete) the list provided in the data entry screen for paper forms.				X				This is standard functionality that when a registered agents information is modified it's modified across all filings containing that RA. However this may require configuration pending gap analysis
PAP 100	The system must provide an option to determine if the form is fileable or not after reviewing the form.			X					This is handled through the "correction" or "rejection" reasons but if additional functionality is necessary it would require configuration or customizations.
PAP 110	The system must combine the certificate (if applicable) and the approved form into one pdf and update the entity status.					X			Currently the form and certificate are not one PDF and would require customization to do so

PAP 120	The system must allow internal staff to save the data entry work and return to it to continue.		Automatic saving is preferred. For example: When internal staff are entering the shareholders list.			X			This can be configured/customized to allow this for staff
Rejections									
REJ 10	The system must create a Rejection Letter on both online and paper submissions based on a common rejection reasons and allow for manually editing/adding a language in the Rejection Letter.	Auto-Rejections		X					This is standard functionality. Through the configuration efforts there are pre determined reasons for rejecting or correcting a document or manually input reasons that are sent to the users.
REJ 20	The system must combine the rejected letter and the submitted form into one pdf file.					X			This will require additional customization to form into 1 PDF file
REJ 30	The system must allow internal users to print rejection letters (may include rejected document) on demand or in batches.			X					"This is standard functionality. The print queue run can be run at a set time daily, weekly, etc. to provide the batches of those being rejected
REJ 40	The system must update the status of the			X					This is standard functionality and typically ends the

	form to "Rejected" (or similar designation/appropriate status) after rejection letter is generated.								workflow for filing documents. Additional configuration will be required to take further actions on the rejected documents.
REJ 50	The system must require filing fees to be paid again if a form is not resubmitted within a designated time period. The system must allow certain authorized internal users to override this requirement.				X				This is standard functionality but may require some configuration in overriding the payment.
REJ 60	The system must allow internal users to view the rejection letter and the associated document.			X					This is standard functionality. Users with the appropriate right and role can see those documents rejected.
REJ 70	The system must allow external customers to view the rejection letter and the associated document.			X					This is current capability to show the rejection letter and associated document.
REJ 80	The system must keep the rejection information and image of rejection letter and				X				This can be configured to meet retention policies.

	corresponding document for 2 years (based on retention and disposal schedule).								
REJ 90	The system must reject an entire package when one form within the package is not fileable.				X				This will require additional configuration as when one form is rejected the entire package will need to be set to not be fileable.
REJ 100	The system must provide the rejection letter to be returned to the customer in the manner in which it was received by the administrator.			X					This is standard functionality. If a document is received via mail, the rejection letter and associated documents go out via mail. If it is online, then the correspondence takes place via email and the portal.
REJ 110	The system must format rejection letters that will be sent by mail so that the mailing address is visible through the window of an envelope.				X				This will require additional configuration or customization for the mailing address to be visible through the window of an envelope
REJ 120	The system must allow the internal user to: 1. select the resident agent and registered office mailing address as the address to return			X					This is standard functionality. The address for rejection letters can be updated as the letter is being generated.

	the rejection letter by mail, or 2. input the submitter's address for which the rejection letter will be returned by mail.								
REJ 130	The system must allow internal users to select another form to apply the fees from the rejected form to.		If a customer submits an incorrect form, staff can apply the fees to the correct form for a designated amount of time.			X			Currently this cannot be done, but the system could be customized to meet this requirement by further discussions with the State
REJ 140	The system must allow certain user roles to access and take action on a rejected document.		Certain user roles could view and approve a rejected document.			X			This will require additional configuration or customization so certain users can take action on a rejected document.
REJ 150	The system must allow internal users to include a pdf of a form with a rejection letter.		For example: If a customer submits the certificate of conversion without the formation document, we need to supply them with the form in the rejection package.		X				This will require additional configuration or customization to include an additional form back in a rejection letter. This can be handled through "corrections" to allow for the users to resubmit the document with the appropriate documentation.

Reports									
REP 10	The system must allow the creation of ad-hoc reports and queries.	Reports				X			The system can be customized to run queries and ad hoc reports or PowerBi has been an option states have used with the system.
REP 20	The system must allow all reports to be exported to Excel and/or a CSV file, maintaining formatting and functionality within Excel & CSV file.	Reports		X					This is standard functionality. Reports within the system are able to export into Excel or CSV files.
REP 30	The system must provide a report on the usage statistics for every system function.	Reports				X			This can be customized to help meet this requirement
REP 40	The system must provide the ability to create low level, mid level and high level complexity reports. There may be a need for very high complexity reports.	Reports	For example: 1.Statistics on filed and rejected documents 2. Detailed payment information 3. Assumed names used in a			X			There will be some configuration and/or customization needed to make reports available to this level.

			joint venture generated as part of a set out process 4. Scorecard report 5. CEPAS to SIGMA reconciliation report 6. SKU reconciliation report 7. Expired/Unpaid Orders report 8. Veteran's Fee Waiver report 9. New Business list report 10. Approval Totals report 11. Corporations Daily Entry log 12. Specific Details/Information about mailings/setouts						
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REP 50	The system must limit user access to reports depending on the user role.	Reports		X					This is standard functionality. The system is built upon a user right and role basis. Any user that does not have the proper right will not be able to run reports or access adhoc reports
Scanning									
SCAN 10	The system must allow for the automatic separation of forms and designation of form and/or entity types to documents.	Internal Users	This could be done by QR or Aztec codes.		X				Currently the scanning process is separated by payment but with additional configuration or customization could be separated by another form.
SCAN 20	The system must be able to distinguish the forms and group them so that roles and permissions can be used to assign forms to internal users.		For example with a barcode.	X					Currently Contractor forms are scanned by unique barcodes to help distinguish the entity types and form types for each scanned document.
SCAN 30	The system must be able to ingest information from the scanning system.			X					Currently the system can scan forms with a unique barcode and ingest the data already input if the form is a "print and mail" form. If not print and mail, then it is a future enhancement.

SCAN 40	The system must not have a barcode sheet per each document for scanning.					X			Currently only the form filled out by the customer has a barcode with everything else being an additional page. This will require additional configuration or customization.
SCAN 50	The system must allow for manual indexing of forms that don't include a barcode.		If this occurs during a batch process the single form with the error will be separated from the batch to be handled manually.			X			The system allows a user to categorize documents when scanning this allows for the order of the document to be indexed and worked as an envelope group and provides separation from one record to another.
SCAN 60	The system or scanning solution must automatically index the scanned documents that contain barcodes.			X					This is standard functionality. Along with automatically index, the documents can read in the data that was input via the portal if it was a "print and mail" document.
SCAN 70	The system must identify documents that have not been automatically processed via the system or data entry.			X					This is standard functionality. When scanned, the person scanning can identify each document with and image type. Each document is queued up in the work view manager and dispersed to

									internal staff to process, if not automatically processed.
SCAN 80	The system must provide a mechanism for identifying batches of scanned documents.			X					This is standard functionality. Each batch contains what we refer to as "envelopes" that are separated by payments and filings can be batched appropriately
SCAN 90	The system must scan images with a resolution of at least 300 DPI.			X					The system will accommodate for 300 DPI if the scanner has that capability. Our image view application can be displayed in 4K.
Searches									
SRCH 10	The searches must meet legal requirements.	Search			X				Contractor will work with the State to meet the legal requirements via searching.
SRCH 20	The system must provide search capabilities on all searches that allow users to narrow or extend their search based on different parameters with the ability to sort and filter the results.	Search	For example date range, begins with, keywords etc.	X					This is configurable to narrow down search criteria. The State can help define the criteria to configure the content most helpful.

SRCH 30	The system must allow for the Name Availability search for internal and external users.	Search		X					This is standard and up to date searching both internal and external users can search to find names available that have been processed.
SRCH 40	The system must provide for a Business Entity search for customers for internal and external users. The system must provide a search by individual name and identification number in the Business Entity search.	Search	The internal Business Entity search view provides more detailed information than the external search view.	X					"This is standard functionality. The public search provides certain information as designated by statute or requirement.
SRCH 50	The system must allow the internal user to search Rejected submissions. The results should return both the correspondence and the document.	Search		X					This is standard functionality. The system provides a search for rejections, The internal user can access the original filing or the rejection letter. Both can be printed or downloaded.
SRCH 60	The system must provide for a Corporation Card File search for both internal and external users.	Search		X					Contractor assumes this to be the information displayed to public and internal users through the portal and back office staff search and right

									now that is standard functionality.
SRCH 70	The system must provide for a E-Certificate Verification search for both internal and external users.	Search			X				The system is able to verify certificates that are provided. There may be some configuration to make the certificate an e-certificate
SRCH 80	The system must provide for a Marks and Insignia search for both internal and external users.	Search		X					This is standard functionality. This is done on the portal by external users and in the back office by internal users.
SRCH 90	The system must remove Name Reservations from Business Entity Search for two weeks after the Name Reservation has expired.	Search			X				This will require configuration or customization to remove for two weeks after expiration, but can be done.
Security									
IA-05 (1)(11)	IA-05 (1): Does the information system, for password-based authentication, enforce the following at the minimum?								
IA-05 (1)(11)	Common to all account types:					X			The software can be customized to enforce more

	1.Enforce at least one character change when creating new passwords. 2.Prohibits password reuse for at least 24 generations 3.Allows the use of a temporary password for system logons only with an immediate change to a permanent password.								strictness on passwords for account types that login.
IA-05 (1)(11)	Non-Privileged Accounts 1.Contains at least 8 characters. 2.Contains characters from three of the following four categories: [a] Uppercase alphabet characters (A–Z). [b] Lowercase alphabet characters (a–z). [c] Arabic numerals (0–9). [d] Non alphanumeric					X			For non privileged accounts, the following requirements can be customized to security on those accounts.

	characters (for example, !\$#,%). 3.Password lifetime between 1 day and 90 day (does not apply to temporary accounts)								
IA-05 (1)(11)	Privileged Accounts 1.Contains at least 15 characters. 2.Contains characters from three of the following four categories: [a] Uppercase alphabet characters (A–Z). [b] Lowercase alphabet characters (a–z). [c] Arabic numerals (0–9). [d] Non alphanumeric characters (for example, !\$#,%). 3.Password lifetime between 1 day and 60 day (does not apply to temporary accounts.					X			For privileged accounts the password requirements can be customized to enforce the following at a minimum.
IA-05 (1)(11)	Service Accounts					X			Service accounts password authentication can be

	<p>1.Contains at least 25 characters.</p> <p>2.Contains characters from all categories: [a] Uppercase alphabet characters (A–Z). [b] Lowercase alphabet characters (a–z). [c] Arabic numerals (0–9). [d] Non alphanumeric characters (for example, !\$#,%).</p> <p>3.Must be randomly generated.</p> <p>4.Use of Active Directory Managed Services Accounts when possible (if not explain in the space provided).</p>								customized to enforce the following at a minimum.
AU-02, AU-03, AU-12	<p>AU-02 a: Does the information system log the following types of events? Document the event types that are logged along with their frequency. Provide an explanation for events that are not logged:</p>								

AU-02, AU-03, AU-12	User account management activities, System shutdown, System reboot, System alerts and errors, Application shutdown, Application restart, Application errors, File creation, File deletion, File modification, Failed and successful log-ons, Security policy modifications, Use of administrator privileges, All system administrator commands, Change of Password, Changes to database or application records, Application-critical record changes (example: Card Holder Data), All system and data interactions concerning Federal Tax Information (FTI), Platform-specific events as defined in Safeguard Computer Security Evaluation Matrix (SCSEM)					X			Application and hosting environment could be customized to support these.
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AU-02, AU-03, AU-12	AU-02 b: Do you send logs when appropriate and do you report incidents to the SOC?					X			Contractor is working to SOC compliance but at compliance, yes Contractor will send the report incidents to the SOC. The SOS application and infrastructure could be enhanced to send or share logs. We have considered Azure Event Hub, Azure storage account access, log file export/drop, application reports, etc.
AU-02, AU-03, AU-12	AU-02 c: Are the logged events adequate to support after-the-fact investigations of security incidents?					X			The logged events have been adequate for supporting our current states, but there also have not been any investigations surrounding security incidents at this time.
AU-02, AU-03, AU-12	AU-02 d: Is the information system audited for activities such as suspicious activity, suspected violations, or other unusual activity? If so, describe how often and who performs the audit.						X		Currently there are manual activities that can be done to discover the suspicious activity and Contractor has leveraged hosting environments to audit different infrastructure resources, but otherwise this is a future enhancement.
AU-06, AU-07, AU-08	AU-06: Does the organization:						X		Currently there are manual activities that can be done to discover the suspicious

	<p>Review and analyze information system audit records at least weekly for indications of inappropriate or unusual activity and reporting atypical findings to Michigan Cyber Security Operation Center?</p> <p>Events of interest based on identities of individuals, event types, event locations, event times, event dates, system resources involved, internet protocol (IP) addresses involved, or information objects accessed</p>								activity and Contractor has leveraged hosting environments to audit different infrastructure resources, but otherwise this is a future enhancement.
AU - 11	Retains audit records for the time frame required based on the classification of data, or at least 90 days when not in conflict with Michigan retention schedules, to provide support for after-the-fact investigations of						X		Currently there are manual activities that can be done to discover the suspicious activity and Contractor has leveraged hosting environments to audit different infrastructure resources, but otherwise this is a future enhancement. Upon this future enhancement

	security incidents and to meet regulatory and organizational information retention requirements								Contractor would abide by retainage policies.
CP - 02	<p>Does the Information System Owner implement and document the following baseline controls?</p> <p>a. Develops a contingency plan for the information system that:</p> <ol style="list-style-type: none"> 1. Identifies essential missions and business functions 2. Provides recovery objectives, restoration priorities, and metrics. 3. Addresses contingency roles, responsibilities 4. Addresses maintaining essential missions and business functions 					X			<p>a. Contractor has some of this list of information with a contingency plan, but to include the entire list it would require customization.</p>

	<p>5. Addresses system restoration</p> <p>6. Reviewed and approved by designated Agency personnel.</p> <p>b. Distributes copies of the contingency plan to key contingency personnel (identified by name and/or by role) and organizational elements.</p> <p>c. Coordinates contingency planning activities with incident handling activities</p> <p>d. Reviews the contingency plan for the information system at least annually.</p> <p>e. Updates the contingency plan to address changes to the organization, information system, or environment of operation and problems encountered during contingency plan</p>								<p>b. Because the above list will require customization this will require customization to appropriate the right personnel.</p> <p>c. Because the above list will require customization this will require customization but once completed can be coordinated</p> <p>d. Because the above list will require customization this will require customization but once completed can be reviewed annually</p> <p>e. Because the above list will require customization this will require customization but once the reviews and coordination take place the appropriate updates can be</p>
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	<p>implementation, execution, or testing.</p> <p>f. Communicates contingency plan changes to key personnel</p> <p>g. Protects the contingency plan from unauthorized disclosure and modification</p>							<p>placed into the contingency plan</p> <p>f. Because the above list will require customization this will require customization but once completed would be communicated to key personnel</p> <p>g. Once the list was completed then the appropriate user rights and roles could be set up to protect the plan from unauthorized users</p>
CP - 04	<p>a. Does the organization test the contingency plan for the information system at least annually using functional exercises to determine the effectiveness of the plan and the organizational readiness to execute the plan? If yes, Who / what group is involved</p>					X		<p>a. Once this is completed through customization then testing the contingency plan could take place annually. Once the testing is approached the group can be communicated with who would be best to be involved as well as how the results will be documented</p>

	<p>in testing the plan? How are test results documented?</p> <p>b. Does the organization review the contingency plan test results? Who / what group reviews the results?</p> <p>c. Does the organization initiate corrective actions, if needed, as a result of contingency plan test results? If yes, describe how corrective actions are initiated.</p>							<p>b. Once this is completed then Contractor would review the results and share the appropriate details with key personnel as necessary.</p> <p>c. Once completed yes this will be part of the contingency plan to put forth corrective actions and how those would take place</p>
AC - 08	<p>The information system displays an approved system use notification message or warning banner before granting access to the system. This message provides privacy and security notices consistent with applicable state and/or federal laws, Executive Orders, directives, policies, regulations,</p>				X			<p>This will require configuration through the portal of the website, but this requirement can be handled.</p>

	standards, and guidance. It states that users are accessing the U.S. Government (e.g., federal, state, local, etc.) information system; that usage may be monitored, recorded and subject to audit; that unauthorized use of the system is prohibited and subject to criminal and civil penalties; and that the use of the system indicates consent to monitoring and recording.								
IA-02 (1)(2)(3)(8)(11)(12)	IA-02: Does the information system uniquely identify and authenticate system users (or processes acting on behalf of system users)?			X					The sos application can be configured to integrate with identity providers that offer these features
IA-02 (1)	IA-02 (1): Does the information system implement multifactor authentication for network access to privileged accounts?					X			For designating between privileged accounts this will require customization

IA-02 (2)	IA-02 (2): Does the information system implement multifactor authentication for network access to non-privileged accounts?					X			For designating between non-privileged accounts this will require customization
IA-02 (3)	IA-02 (3): Does the information system implement multifactor authentication for local access to privileged accounts?					X			For local access to privileged accounts this will require customization
IA-02 (8)	IA-02 (8): Does the information system implement replay-resistant authentication mechanisms for network access to privileged accounts? If yes, please describe and include evidence on how replay attacks are prevented. NOTE: A replay attack (also known as playback attack) is a form of network attack in which a valid data transmission is maliciously or			X					All authentication is over HTTPS which prohibits snooping and capture of requests

	fraudulently repeated or delayed.								
IA-02 (11)	IA-02 (11): Does the information system implement multifactor authentication for remote access to privileged and non-privileged accounts such that one of the factors is provided by a device separate from the system gaining access?					X			To require MFA for remote access to privileged and non-privileged accounts that will require customization.
IA-02 (12)	IA-02 (12): Does the information system accept and electronically verify Personal Identity Verification (PIV) credentials? (Indicate N/A if not using PIV)							X	N/A
IA-02 (1)(2)(3)(8)(11)(12)	Active Directory is an account management system used by the account manager for other information systems including itself. The account manager for each account in					X			The SOS application can be customized to integrate with customer Active Directory systems

	<p>active directory is defined as the Authorized Requestors for each area requesting accounts. For predefined groups, the account manager is the Information System Owner.</p> <p>Active Directory utilizes information from the SOM's Human Resource Management Network to review employee account types for compliance with account management requirements.</p>								
AC-02 abcdefi AC-05	<p>Does the Information System Owner implement and document the following baseline controls?</p> <p>a) Identifies information system account types.</p> <p>b) Assigns personnel to manage accounts.</p>				X				<p>SOS application account types include: user, web admin, backoffice admin.</p> <p>During implementation, admin roles types and options and their management is decided upon with the SOS office.</p>

	<p>c) Establishes conditions for group and role membership.</p> <p>d) Specifies authorized users, role membership, and authorized access for each account.</p> <p>e) Requires approvals by DTMB authorized requestors and/or other appropriate personnel for requests to create accounts.</p> <p>f) Creates, enables, modifies, accounts in accordance with DTMB approved processes.</p> <p>i) Authorizes access to information systems based on valid access authorization, intended system usage and other attributes defined by the System Owner.</p> <p>Please ensure your response documents how all user types (e.g., employees, contractors, agency, temps, etc.) are</p>								<p>Contractor on-prem and cloud-hosted infrastructure access is Active Directory based. Cloud infrastructure access approval is tracked in a spreadsheet. "</p>
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	granted access. If you have a process narrative, please attach to the question. Document the control in the comments.								
AC-02 gj	<p>g: Does the organization monitor information system accounts including account creation, modification, enabling, disabling and removal?</p> <p>j: Does the organization review accounts to verify they are still required and compliant with the account settings and access permissions identified in this control (AC-2) through semi-annual certification of privileged accounts (i.e., system administrators, security roles, account administrators) and annual certification of all other accounts?</p>					X			<p>h. Monitory policy can be established but would require customization</p> <p>j. Auditing policy can be established but would require customization</p>

AC-07	The information system enforces a limit of three invalid logon attempts within a one hundred and twenty minute time period during a user session upon which the account/node is automatically locked for a minimum period of 30 minutes or until released by an administrator					X			SOS application can be enhanced with this functionality but this will require customization
AC-02 (1)	(1): Does the organization employ automated mechanisms to support the management of information system accounts? Please document which tools, mechanisms, processes, scripts, etc. are employed which support the system.							X	No automated mechanisms for supporting management of accounts is on the road map.
AC-02 (2)	(2): Does the information system disable temporary accounts automatically after 30 days and within		N/A						System does not have temporary accounts

	24 hours for emergency accounts?								
AC-02 (3)	(3): Does the information system automatically disable inactive user accounts after 60 days and system accounts after 365 days?							X	This is not a current feature of the SOS application
AC-02 (4)	(4): Does the information system automatically audit account creation, modification, disabling, and removal actions and notify, as required, appropriate individuals such as account managers, system owners, as defined in the System Security Plan?							X	This is not a current feature of the SOS application
AC-06	Does the organization have a System Security Plan that identifies authorized personnel (security administrators, system and network administrators, system security officers, system						X		This plan is on out road map to be implemented in the system in the future

	<p>maintenance personnel, system programmers, and other privileged users) and defines security functions (e.g., establishing system accounts, configuring permissions, setting events to be audited, and setting intrusion detection parameters)? If yes, document the how the System Security Plan is created and maintained, including roles and responsibilities in the process.</p>								
AC-06	<p>Does the organization require that users of system accounts or users with privileged access use non-privileged accounts or roles when accessing other non-security system functions?</p>							X	<p>This is not a current feature of the SOS application</p>
AC-06	<p>Does the organization limit authorization to privileged accounts on</p>			X					<p>The information can be limited to privileged accounts on the information system to roles</p>

	the information system to roles designated by the System Owner and/or Data Custodian? Please document which specific access rights/menus/authorizations/etc. in the system are determined to be 'privileged' in nature. Please do not just document which roles/groups have privileged access, as roles may be added/removed/modified.								designated by the State. This can be configured to meet various needs to show the appropriate information.
AC-11 (1)	The information system prevents further access to the system by initiating a session lock after 10 minutes of inactivity of an operating system, after 15 minutes of inactivity for applications or upon receiving a request from a user and retains the session lock until the user re-establishes			X					The system application has a 15 session timeout.

	<p>access using established identification and authentication procedures.</p> <p>Does the information system session lock mechanism, when activated on a device with a display screen, place a publicly viewable pattern (an image that does not convey sensitive information) onto the associated display, concealing what was previously visible on the screen?</p>								
AT-03	<p>AT-03 : Does the organization provide role-based security training to personnel with assigned security roles and responsibilities:</p> <p>a) Before performing assigned duties?</p>				X				This can be included in our customer training program

	b) When required by information system changes? c) Annually thereafter?								
AC-21	<p>Facilitates information sharing by enabling authorized users to determine whether access authorizations assigned to the sharing partner match the access restrictions on the information being shared.</p> <ul style="list-style-type: none"> - Employs automated mechanisms or a manual process that is described and documented within the Agency's information sharing controls policy to assist users in making information sharing/collaboration decisions. - Agencies are encouraged to use the SOM Data Sharing Agreement. 				X				Process and policy documentation can be updated to include this as applicable

AC-21	a: Does the organization facilitate information sharing by enabling authorized users to determine whether access authorizations assigned to the sharing partner match the access restrictions on the information being shared? In other words, describe how you verify that information shared with outside organizations is appropriately scrubbed of restricted information.				X				The system can be configured to automatically show the information that is designated for public or back office staff only through business rules
AC-21	b: Does the organization employ automated mechanisms or a manual process that is described and documented within the Agency's information sharing controls policy to assist users in making information sharing/collaboration decisions? This control				X				The system can be configured to automatically show the information that is designated for public or back office staff only through business rules

	<p>applies to information that may be restricted in some manner based on some formal or administrative determination.</p> <p>Please document the control in the Comments.</p>								
Remote Vendor Access	<p>Remote vendor access to state of Michigan (SOM) network resources is necessary for maintaining a healthy and proactive infrastructure resource. Ensuring that system administration for remote vendor access is as secure as possible is an essential element in providing comprehensive protection for our network assets.</p> <p>This procedure ensures that SOM network resources are protected and secure during the time periods in which</p>			X					Contractor will comply with this requirement and has complied in previous state implementations

	remote vendor access occurs.								
File Transfer	The FTS is a hardware/software solution that provides a comprehensive set of secure client and server protocols and a secure point into the network for an Agency's partners to exchange electronic files. This open platform solution offers increased control and visibility over transmissions and maximum security for files in transit, as well as data at rest. Secure File Transfer Protocols support industry standards					X			SOS application can be customized to integrate with this system if applicable.
CM-02, etc.	The Agency Information System Owner will ensure the implementation and documentation of the following baseline controls:					X			<p>a. Contractor can assist in identifying this information</p> <p>b,c,d,e. This policy can be implemented with customization</p>

	<p>a. Determines the types of changes to the information system that are configuration-controlled.</p> <p>b. Reviews proposed configuration-controlled changes to the information system and approves or disapproves such changes with explicit consideration for security impact analyses.</p> <p>c. Documents configuration change decisions associated with the information system.</p> <p>d. Implements approved configuration-controlled changes to the information system.</p> <p>e. Retains records of configuration-controlled changes to the information</p>								
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SA-11	<p>SA-11: Does the organization require the developer of the information system, system component, or information system service to:</p> <p>a. a. Create and implement a security assessment plan;</p> <p>b. Perform unit, integration, system, and/or regression testing/evaluation at black box level testing;</p> <p>c. Produce evidence of the execution of the security assessment plan and the results of the security testing/evaluation;</p> <p>d. Implement a verifiable flaw remediation process; and</p> <p>e. Correct flaws identified during</p>					X			<p>a, c, d, e. This policy can be implemented with customization</p> <p>b. QA evaluation can be included. Developer unit testing practices can be implemented.</p>
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	security testing/evaluation?								
PE-02 PE-03	PE-03: Does the organization: <ul style="list-style-type: none"> enforce physical access authorizations at entry/exit points to the facility where the information system resides by verifying individual access authorizations before granting access to the facility, and does it control entry and exit to the facility using physical access control systems/devices and guards? maintain physical access audit logs for entry/exit points? 			x					<ul style="list-style-type: none"> Contractor does this within the facility headquarters and then others are hosted through the cloud for remote workers but have authorizations and authentications to enforce Contractor does this within headquarters facility

	<ul style="list-style-type: none"> • provide security safeguards to control access to areas within the facility officially designated as publicly accessible? • escort visitors and monitor visitor activity in all circumstances within restricted access area where the information system resides? • secure keys, combinations, and other physical access devices as it relates to facilities where the information systems reside? • place inventory checks on physical access 								<ul style="list-style-type: none"> • Contractor has rooms that are locked down by certain users with keys to open appropriate doors • Contractor has someone escort visitors through the building as they come in. Typically it's performed by HR or team specific members • There is a list of keys for those who have access to local information but for cloud information, this is assumed to be taken care of by the provider.
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	<p>devices (e.g. keys) as it relates to facilities where the information system resides at least annually?</p> <ul style="list-style-type: none"> change combinations and keys when keys are lost, combinations are compromised, or individuals are transferred or terminated? 								<ul style="list-style-type: none"> Yes, each year they are checked and reviewed to ensure proper usage of the inventory This is true as keys are collected upon termination or employment transfer
PE-06	<p>PE-06: Does the organization:</p> <p>c. monitor physical access to the facility where the information system resides to detect and respond to physical security incidents ?</p>			X					<p>c. Contractor does this within headquarters facility</p> <p>d. Contractor does this within headquarters facility</p> <p>e. If SOS application infrastructure or data hosted in Azure were part of an investigation by Microsoft, Contractor would be notified</p>

	<p>d. review physical access logs at least monthly and upon occurrence of suspicious activity or persons?</p> <p>e. coordinate results of reviews and investigations with the SOM incident response capability?</p>								by Microsoft at the relevant point.
PE-08	<p>PE-08: Does the organization:</p> <p>a. maintain visitor access records to the facility where the information system resides for at least a year?</p> <p>b. review visitor access records at least monthly?</p>			X					Contractor performs this requirement

	Who is responsible for maintaining the logs and performing the review?								
Shopping Cart									
SHOP 10	The system must provide a shopping cart feature for external customers to place multiple items and pay at the same time. The items must be able to be for multiple entities and orders.			X					This is standard functionality. The shopping cart will provide the ability to place and pay for multiple items in one transaction.
SHOP 20	The system must calculate correct fee for the item(s) in the shopping chart.		See appendix for fee structures.	X					This is standard functionality, through the tools, can be configured to meet the fees for each item.
SHOP 30	The system must provide a summary page to the customer of their requested items, their itemized charges associated and a grand total to be charged on their credit card for the customer to approve			X					Contractor will work with the State to itemize the charges associated with the customer's transaction.

	before leaving the system for interaction with CEPAS.								
SHOP 40	The system must display the itemized total of the submission(s) prior to being directed to CEPAS.			X					This is standard functionality. The slide out will show the items currently in the cart and the cost per item.
SHOP 50	The system must allow the customer to do any of the following to the items within the shopping cart: edit a form/order, delete form/order, add a new item to the shopping cart, modify or delete the expedited service for any of the items in the shopping cart prior to being directed to CEPAS.			X					This is standard functionality. The shopping cart provides the capability to modify or delete filings/orders, edit a form because it's saved in drafts which includes updating the expedited services.
SHOP 60	The system must have the ability for customers to submit a formation document for an entity and a subsequent document for that same		For example, a formation document and assumed name(s) that could be submitted as a package.		X				This will require configuration to accommodate subsequent documents

	entity in the one payment transaction.		However, there are certain document combinations that should not be permissible.						
Submission Review									
SUBR 10	The system must display the data inputted into the form by the external customer for the internal user to review.			X					"This is standard functionality. When the filing/order is done online the same information is input for the back office user.
SUBR 20	The system must provide a spell check.	Data Entry	Spell check will alert but not require spelling to be correct.	X					Our system uses standard web browser technology to enforce spell check.
SUBR 30	The system must allow for an option to choose the date of filing without having to type in the date.	Data Entry	The default may be system date allowing for overrides if applicable.	X					This is standard functionality and can be configured in the system.
SUBR 40	The system must allow for the internal user to perform a name availability search.	Data Entry	The name availability search for internal users will provide more detailed information than the check for the	X					This is standard functionality. In the online system, the external user will be notified if there is a restricted word in the name.

			external users. For example a Restricted Words list.						
SUBR 50	The system must provide the ability to approve or reject the filings and create correspondence if the form is rejected.			X					This is standard functionality. The workflow currently walks a user through the process of correspondence and why documents were rejected, if necessary.
SUBR 60	The system must provide the ability to redact a form and zoom in on a form.	Internal Users		X					This is standard functionality. When a document is scanned or in the queue it shows up in a different tab and can be downloaded, printed, zoomed, or redacted.
SUBR 70	The system must allow the internal user to input data that will be affiliated to record that is not included in the filed image.		For Example: Internal user selects Act Formed Under and Act Subject To. (We will want these to default to certain data but be editable.)	X					This is standard functionality. The system has a notes section that allows the internal user the ability to input data that is not tied to the filing and cannot be accessed by the public.
TECHNICAL									

TECH 10	The system must meet all e-Michigan standards for State of Michigan applications.		https://www.michigan.gov/som/footer/policies/som-applications-and-site-standards		X				Contractor will work with the State to meet e-Michigan standards for applications
TECH 20	The system must use identity authentication for external user registration.		MILogin		X				The system has integrated with multiple login providers in previous implementations and will configure the system to do so with MILogin.
TECH 30	The system must be mobile-friendly, that can be run efficiently on any device, including a desktop		Responsive Design: 'When the application is running, the system will size each screen appropriately, regardless of the device that the application is running on.	X					This is standard functionality. The code is developed with a responsive design so that any device using the system will be able to read and file documents.
TECH 40	The system must maintain the same level of performance when opened in different browsers.		Commonly used browsers	X					This is standard functionality across all implementations.

TECH 50	The system must ensure the accuracy of data by limiting access to role(s) that are authorized to enter and/or modify the data.	System Access		X					This is standard functionality. Each user has a login to the system and will only have access to their entities they create or request and are granted access to. Users have to obtain access to records in order to update them.
TECH 60	The system must be scalable to support an increasing user base and data volume.	Scalability		X					This is standard functionality and is developed with growth in mind. It has been implemented in California and can handle the volume and scalability there.
TECH 70	The system must be able to handle thousands of concurrent users without performance deterioration.	Scalability		X					This is standard functionality and monitored along side the performance that was implemented with the State of California.
TECH 80	The system must respond within a few seconds of user input and the application should not be interrupted by delays in processing.	Performance		X					This is standard functionality and monitoring along the system keeps costs low but performance is high quality

TECH 90	The system must provide the ability to schedule jobs.	Daily status Update	For example auto approval jobs, batch mailings	X					This is standard functionality. The task manager that the system has helps to set up the automated jobs to trigger batches, status updates, etc.
TECH 100	The system must be available online 24 hours a day, 7 days a week, except for maintenance purposes. When the system is going to be unavailable for maintenance, the system will allow ADMIN role to add, edit and delete broadcast message on the web page. These messages might be scheduled for future dates and time.	Availability		X					This is standard functionality. Contractor will keep systems on 24/7 unless maintenance patches interfere.
TECH 110	The system must follow the agency and general Retention Schedules for document and data retention and provide an option to make modification based on any changes in the retention policy	Data Retention			X				Contractor will work with the State to meet retention policies. Contractor has worked with each state to meet these requirements in previous implementations.

TECH 120	The system must archive data that no longer needs to be kept on the database (according to the current retention policy).	Data Archival			X				Contractor will work with the State to meet retention policies. Contractor has worked with each state to meet these requirements in previous implementations.
TECH 130	The system must encrypt all data, both in transit and in rest according to industry standards.			X					This is standard functionality.
TECH 140	The system must utilize security controls to assist in the integrity of the data.		Digital Signatures, etc.	X					Contractor utilizes security controls to keep the integrity of data and those who are inputting the data.
TECH 150	The system must allow an entity to have multiple filings in process at the same time without the data from one filing corrupting the other filings.			X					This is standard functionality. The portal provides the ability for multiple forms and renewals to be going at the same time without impacting the one another. New data may not be updated immediately
TECH 160	The system must allow images to be viewed within the application without downloading the image file. For example,			X					This is standard functionality for internal users to be able to see images and content without having to download. The work view manager pops

	opening in another tab or window.								up another window to view the images.
TECH 170	The system must comply with the Americans with Disabilities Act (ADA) (also known as 508 compliance).			X					This is standard functionality. Contractor works to stay compliant with Section 508 in each implementation effort
TECH 180	The system must keep a log of all communications sent per Retention and Disposal Schedule.	Technical		X					Contractor will work with the State to abide by the schedule and also to provide auditability of the information necessary.
TECH 190	The system must renew certificates as a package instead of one by one.				X				Contractor will work with the state to ensure certificates are renewed in an efficient manner.
TECH 200	The system must not include any private identifying characteristics in the URLs for specific entity records.			X					Contractor works with State security and technical leads internally to provide a secure system without compromising any private information.
User Account									
UACC 10	The system must require external users to create an account.			X					This is standard functionality for most of the state implementations. Each user will create an account through

									the system's login or an external sign on provider
UACC 20	The system must require a customer to be logged into their account to submit and pay for documents and orders.			X					This is standard functionality for most of the state implementations. All initial filings/orders require this and it can be configured for renewals.
UACC 30	The system must require a username and password to be created during account creation.		Username should be an email address.	X					This is standard functionality requiring users to create a username and password that meets certain criteria.
UACC 40	The system must provide the ability to verify the email address while creating an account.		Email verification/Email validation	X					This is standard functionality and Contractor works with external verification providers to provide this functionality.
UACC 50	The system must use State of Michigan approved secure registration/authentication processes and meet DTMB standards.				X				Contractor will work with the State to meet this requirement.
UACC 60	The system must have a customer profile for allowing customers to make changes to their profile.				X				Contractor works with the login providers to make modifications to the user name or profile.

UACC 70	The system must provide the ability for password/username recovery.			X					Contractor works with the login providers to make modifications to the user name or profile.
UACC 80	The system must provide error message when a customer enters incorrect username/password.			X					This is standard functionality. Contractor works with other state sign on integrations to provide this capability.
UACC 90	The system must alert the customer if the username is not associated to an account.			X					There is a notice/error that comes up for the user that lets them know it's an invalid username/password which then they can choose to reset their password or forget username
UACC 100	The system must allow a username to be modified after the user account is created.					X			This is not current functionality and would need to be customized to
UACC 110	The system must allow a password to be modified after the user account is created.			X					This is standard functionality, along with forcing users to update their password after certain periods of time pass.
UACC 120	The system must allow the external customer to make modifications to			X					This is standard functionality, along with forcing users to update their password after certain periods of time pass.

	their password (and username if possible).								
UACC 130	The system must allow the admin role to revoke a user account.			X					This is standard functionality for the appropriate user right and role to revoke a user account.
User Interface									
UINT 10	The system must provide external users interface in the form of a dashboard. The system dashboard must store and display all communications specific to the customer and the real time status of their submissions and options to take actions on their submissions, if applicable.	Dashboard For Customers	For Example: Actions for External Customers might be Correcting a rejected filing. Dashboard might include but not limited to Shopping Cart, Entities affiliated with that account, Correspondence, Account Settings, Rejection Area, Draft Area, Receipts			X			The system has a My Work Queue and My Records pages that show correspondence, receipts, drafts, rejections, status, etc. If any further changes to these pages need to be made, Contractor will work with the State to provide the needed data.
UINT 20	The system must display action items on the dashboard.	Dashboard For	For example: Annual Report Due		X				Contractor will work with the State to ensure appropriate alert information is displayed

		Customer s							in the slide window on My Records.
UINT 30	The system must display the status of the entity.	Dashboar d For Customer s		X					The system's My Records Page shows the most current information regarding the entity record including the status.
UINT 40	The system must allow the user to view multiple entities and specific information regarding the entities in their dashboard.	Dashboar d For Customer s	i.e. statuses	X					The system's My Records Page shows a listing of the users entities with a listing of appropriate information including status.
UINT 50	The system must provide a method to link an existing entity or entities to a user(s) account.	Dashboar d For Customer s		X					The system has request access functionality that allows the user to obtain access to the record for viewing and editing.
UINT 60	The system must allow external customers to submit documents from their dashboard.	Dashboar d For Customer s		X					The system allows the user to file appropriate amendments from their My Records page.
UINT 70	The system must allow external customers to place orders from their dashboard.	Dashboar d For Customer s		X					The system allows the user to file orders from their My Records page. Public users can also request orders from the public search, as allowed by the State.

UINT 80	The system must have the filed documents on the dashboard for customers to view or download.	Dashboard For Customers		X					The system has all documents available to the users in their My Work Queue.
UINT 90	The system must provide a mechanism to validate the formatting of an email address associated with notifications.	Dashboard For Customers			X				Wizards in the system have an ability to determine that there is an @ sign and is followed by a period. If the State needs further validation, that will require customization.
UINT 100	The system must provide internal users interface in the form of a dashboard. The system dashboard will include prepopulated forms, reports, an administration area.	Internal Dashboard			X				Contractor will work with the State to identify the information to display. Currently the display shows a dashboard that included portfolio statistics that range from day to month to year and productivity dashboards that allow internal users and supervisors to see individual and team productivity statistics.
UINT 110	The system must provide all internal users the ability to view the external customer dashboard.	Internal Dashboard	For Example: Proxy View			X			Internal users can see what an external customer views on the dashboard through various stages of testing, but through proxy view that would require additional work

									through configuration or customization.
UINT 120	The dashboard must be configurable based on user roles.	Internal Dashboard			X				Contractor will work with the State to identify the information to display. Currently the display shows a dashboard that included portfolio statistics that range from day to month to year and productivity dashboards that allow internal users and supervisors to see individual and team productivity statistics.
UINT 130	The system must allow the external customers to choose the method in which they want to receive notifications and should allow the external customers to change their method of notifications at any time.	Dashboard For Customers	See Definitions tab		X				Contractor can configure this option. Typically email is the default option unless selected otherwise, if filed online.
User Management									
UMGT 10	The system must use role based security.			X					This is standard functionality and is set up during the implementation process.
UMGT 20	The system must allow Admin role to maintain			X					This is standard functionality to provide the Admin role the

	user roles which should ensure the accuracy of the data by limiting data access to various users.								ability to oversee user roles and other capabilities. This is typically isolated to a select few individual(s).
UMGT 30	The system must keep the Personal Identification Information (PII) confidential to unauthorized users while allowing authorized users to view the PII.			X					The system doesn't store any PII and any that's viewable is redacted for external users but internal users can view the original.
UMGT 40	The system must allow the external users access to their user account via a secure method pursuant to the State of Michigan LARA/DTMB policies.				X				Contractor will work with the State to allow external users access to their accounts in accordance with the LARA/DTMB policies.
UMGT 50	The system must authenticate the individual users of the application. Each user must have their own account.			X					This is standard functionality. For all internal and external users, they will need their own accounts. Entities can share abilities to file on behalf of them, but each individual needs their own account.

UMGT 60	The system must use Single Sign On(SSO).		MiLogin		X				Contractor will work with the State to integrate to MiLogin and abide by state policies.
UMGT 70	The system must log access and facilitate auditing according to DTMB standards.				X				Contractor will work with the State to log access and facilitate auditing in accordance with DTMB standards.
UMGT 80	The system must time out after 15 minutes of inactivity, displaying a message to let the user know that they have been logged out due to 15 minutes of inactivity.				X				The system allows for configuration of a time out period.
UMGT 90	The system must lock the users account if a user has 3 invalid login attempts, within a 15 minute period, displaying a message that the user account has been locked along with the instructions on how to unlock the account.		The customer has 3 options: 1) They can wait 30 minutes. 2) They can contact an administrator of the application to release the account. 3) Both of the above.		X				Contractor will work with the State to log access and facilitate auditing in accordance with DTMB standards.

UMGT 100	The system must require all passwords to adhere to current DTMB security standards (similar to network password requirements).				X				Contractor will work with the State to have passwords adhere to current DTMB security standards and policies.
UMGT 110	RTO (Recovery Time Object) - when a disaster happens, the system must be restored to operation within 8 hours.			X					Contractor will work with the State to have the system work towards being restored in 8 hours and backups of the data will be loaded back into the system.
UMGT 120	RPO (Recovery Point Object) - when a disaster happens, no more than 8 hours of data should be lost.			X					Contractor backs up data more frequently than eight hours to help mitigate instances that may come up.
UMGT 130	The agency must review user access every 30 days to determine who gets access to a system.			X					Contractor will help the agency to review user access and mitigate if there are those who shouldn't have access.
UMGT 140	Each of the security requirements contained in the IT policies, standards and procedures must be adhered to.				X				Contractor will work with the State to adhere to security requirements pertaining to IT policies, standards and procedures.

UMGT 150	The system must allow external users to register their account and file documents online.			X					This is standard functionality and the purpose of the portal capabilities for external users.
UMGT 160	The system must maintain the external user session even when user opens links.			X					This is standard functionality to allow users to open other links or browsers, but keep their current instance going to the threshold of inactivity.
Worklist									
WORK 10	The system must place the scanned forms and forms submitted online into an internal worklist.			X					This is standard functionality. Each document that is scanned in or submitted online is put into the work view manager to be assigned out to be processed. We also offer the ability to do bulk assignments to one or more users.
WORK 20	The system must assign the work item according to user roles and permissions.			X					This is standard functionality. Each document that is scanned in or submitted online is put into the work view manager and assigned out to the appropriate user if designated. We also offer the ability to do bulk assignments to one or more users.

WORK 30	The system must display basic information about the work items.			X					The back office work view manager displays basic information for users to be able to see if the item sits in their work queue or if they "check out" the filing to process.
WORK 40	<p>The system must display the reviewer's work list (as the default) the submitted or resubmitted documents with the following order and priority:</p> <ol style="list-style-type: none"> 1. Documents with Expedited Service: 1 Hr 2. Documents with Expedited Service: 2 Hr 3. Documents with Expedited Service: Same Day 4. Documents with Expedited Service: 24 Hrs 5. Non-Expedited documents <p>B. For each level of service listed above, the</p>			X					<p>This is standard functionality. The system can display filings by expedited or non expedited to put those of highest priority to the top or assigned out to users assigned to expedited services. The sort feature is determined by the State and set during implementation.</p>

	<p>system must retrieve the documents from the work list in the oldest received date and time order.</p> <p>C. The system must display the resubmissions in each level of service. For expedited documents, the system will consider the latest resubmitted date and time for sorting.</p> <p>D. The submissions must display based on expedited service level and date/time received with oldest, highest level of expedited service appearing first when accessed from review work queue for all displayed columns.</p>								
WORK 50	The system must categorize document submissions based on service level requested			X					This can be configured in the system, but it is standard functionality to have the

	as it is displayed in the reviewer's work list: 1. 1 hour: expedited "1 HOUR" 2. 2 hour: expedited "2 HOUR" 3. Same day: expedited "SAME DAY" 4. 24 hour: expedited "24 HOURS" 5. NON-EXPEDITED								expedited options and non expedited options to process.
WORK 60	The system must allow internal users to search for work items.			X					This is standard functionality. Internal users can search or filter filings. Internal users with appropriate permissions can also search all active or inactive entities.
WORK 70	The system must assign the work item selected by an internal user to that internal user. The work item needs to stay assigned to the internal user unless certain user role releases the item back into the worklist or assigns the work item to another internal user.			X					This is standard functionality. Internal users with the proper roles and permissions can assign work items to others. Others cannot they just work what is assigned to them.

WORK 80	The system must allow certain user role (managers and lead workers) to access work items directly from the work list and take actions.			X					This is standard functionality that those with appropriate roles and permissions can modify who the work is assigned to as well as process the filing themselves if necessary.
WORK 90	The system must allow the certain user role to assign staff members a form to review.			X					This is standard functionality that those with appropriate roles and permissions can modify who the work is assigned to as well as process the filing themselves if necessary. We also offer the ability to do bulk assignments to one or more users.
WORK 100	The system must not allow for multiple internal users to select the same work item from the worklist at the same time.			X					This is standard functionality. Once the document is checked out and being processed by another individual, it cannot be checked out again and worked by someone else. Only a manager or supervisor role can override this functionality.
WORK 110	The system must include an area where				X				This is standard functionality. We have system statuses that can be placed on account that will put it into a hold status.

	work items can be placed on hold.								This is configurable and can be set up during implementation.
WORK 120	The system work list design must separate document processing from annual filing processing.			X					This is standard functionality. The system can filter and sort documents by initial, annual, orders, etc.

SCHEDULE B - PRICING

Price must include all costs for the licensing, support, implementation, and training for the Solution.

Table B – Non-Subscription License Model

Licensed Product Name	Perpetual Licensing – One Time Cost	Annual Term-Based Pricing	Annual Tiered Pricing	Annual Enterprise Pricing Model – Unlimited Number of Users	Monthly Support Service Fees	Monthly Hosting Fees including tiered pricing
SOS Enterprise Platform V4		\$250,000			\$35,000	\$35,000

Licensing and Hosting costs, for the first year will be paid within the project milestones. After the product is delivered, support service fees, hosting, and licensing will be billed annually.

The contract pricing for Support Fees will be awarded based on a firm fixed fee. However, for price evaluation purposes, Contractor must provide a breakdown of how Support Fees were calculated.

4. Implementation Fees.

All costs associated with Implementation Services are included below (e.g. configuration, customization, migration, integration, testing, etc.) (the “Implementation Fees”). All costs are firm fixed.

Milestones	Date	Total Cost
Project Kickoff	Apr-23	\$ 75,000.00
Initial Project Licensing	Apr-23	\$ 450,000.00
Hosting – Quarter 2 – 2023	Apr-23	\$ 105,000.00
Finalized Detailed Requirements Document w/ GAP Analysis	Aug-23	\$ 500,000.00
Hosting – Quarter 3 – 2023	Aug-23	\$ 105,000.00
Environments Set up (Dev, Stage, Production)	Aug-23	\$ 150,000.00
Initial Set Up	Sept-23	\$ 150,000.00
Configuration of Software 1	Sept-23	\$ 450,000.00
Wizard Building	Sept-23	\$ 450,000.00
Initial Data Conversion and Migration	Oct-23	\$ 500,000.00

Hosting – Quarter 4 – 2023	Oct-23	\$ 105,000.00
Configuration of Software 2	Dec-23	\$ 425,000.00
Configuration of Software 3	Jan-24	\$ 425,000.00
Training Documentation	Jan-24	\$ 125,000.00
Hosting – Quarter 1 - 2024	Jan-24	\$ 105,000.00
Finalized User Documentation	Feb-24	\$ 95,000.00
UAT	Feb-24	\$ 125,000.00
System Security Plan	Feb-24	\$ 205,000.00
Final Data Conversion into the Production Environment	Apr-24	\$ 60,000.00
Production Roll Out	Apr-24	\$ 60,000.00
Hosting – April – 2024	Apr-24	\$ 35,000.00
Final Project Licensing	Apr-24	\$ 250,000.00
Deliverables Subtotal		\$ 3,795,000.00
License Subtotal		\$ 700,000.00
Hosting Subtotal		\$ 455,000.00
Total		\$4,950,000.00

Calculations were made based upon a team of 8-9 who would be involved from the beginning to the end of a 12-month project period. The beginning would consist of project manager, business analyst, and implementation lead working through requirements and gap analysis. The goal is to identify any gaps before the configuration and implementation team worked extensively on those requirements. Training and user guides are put together throughout the implementation process to be completed prior to UAT.

5. Postproduction Warranty. The Contractor must provide 90 calendar days postproduction warranty at no cost to the State. The postproduction warranty will meet all requirements of the contract, including all Support Services identified in Schedule D.

Rate Card for Ancillary Professional Services.

Resource	On-Site Hourly Rate
Project Manager	\$250
Solution Architect	\$250

Database Administrator	\$250
Senior Developer	\$200
Junior Developer	\$175
Business Analyst	\$175
Testing Lead	\$175
Training Lead	\$150
QA Associate	\$150

6. Open Source or Third Party Products

The Contractor must identify any open source or third-party products that include a separate licensing fee and will be used in connection with the proposed Solution.

Product	Price
N/A	N/A

7. Additional Pricing Terms

The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms: 3 % discount off invoice if paid within 15 days after receipt of invoice.

If Contractor reduces its prices, or offers a lower price to any other entity, private or public, for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's Contract Administrator with the reduced prices within fifteen (15) Business Days of the reduction taking effect.

Travel and Expenses

The State does not pay for overtime or travel expenses.

Tecuity

SCHEDULE C - INSURANCE REQUIREMENTS

LARA – CSCL Business Filings System

- a. **General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- b. **Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- c. **Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- d. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
- e. **Proof of Insurance.**
 - a. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.
 - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.

- d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
- e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
- f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.
- f. **Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.
- g. **Limits of Coverage & Specific Endorsements.**

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense

Required Limits	Additional Requirements
	and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: \$2,000,000 Each Occurrence \$2,000,000 Annual Aggregate	

- h. **Non-Waiver.** This Schedule C is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

State of Michigan, DTMB - Enterprise

Risk Management (ERM)

SCHEDULE D – SERVICE LEVEL AGREEMENT

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

1. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Schedule** shall have the respective meanings given to them in the Contract Terms and Conditions. **“Actual Uptime”** means the total minutes in the Service Period that the Hosted Services are Available.

“Availability” has the meaning set forth in **Section 2.1**.

“Availability Requirement” has the meaning set forth in **Section 2.1**.

“Available” has the meaning set forth in **Section 2.1**.

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

“Corrective Action Plan” has the meaning set forth in **Section 3.9**.

“Critical Service Error” has the meaning set forth in **Section 3.5**.

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

“High Service Error” has the meaning set forth in **Section 3.5**.

“Low Service Error” has the meaning set forth in **Section 3.5**.

“Medium Service Error” has the meaning set forth in **Section 3.5**.

“Resolve” has the meaning set forth in **Section 3.6**.

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

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

“Scheduled Downtime” has the meaning set forth in **Section 2.3**.

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

“Service Availability Credits” has the meaning set forth in **Section 2.6(a)**.

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

“Service Level Credits” has the meaning set forth in **Section 3.8**.

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

“Service Period” has the meaning set forth in **Section 2.1**.

“Software Support Services” has the meaning set forth in **Section 3**.

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

“Support Hours” means Monday – Friday 8 AM to 5 PM EST.

“Support Request” has the meaning set forth in **Section 3.5**.

“Support Service Level Requirements” has the meaning set forth in **Section 3.4**.

2. Service Availability and Service Availability Credits.

2.1 Availability Requirement. Contractor will make the Hosted Services and Software Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a **“Service Period”**), at least 99.98% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the **“Availability Requirement”**). **“Available”** means the Hosted Services and Software are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. **“Availability”** has a correlative meaning. The Hosted Services and Software are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services and Software, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: (Actual Uptime

– Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception) ÷ (Scheduled Uptime – Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception) x 100 = Availability.

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

- (a) Failures of the State’s or its Authorized Users’ internet connectivity;
- (b) Scheduled Downtime as set forth in **Section 2.3.**

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

2.4 Software Response Time. Software response time, defined as the interval from the time the end user sends a transaction to the time a visual confirmation of transaction completion is received, must be less than two (2) seconds for 98% of all transactions. Unacceptable response times shall be considered to make the Software unavailable and will count against the Availability Requirement.

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

2.6 Remedies for Service Availability Failures.

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

Availability	Credit of Fees
≥99.98%	None
<99.98% but ≥99.0%	15%
<99.0% but ≥95.0%	25%
<95.0%	75%

(b) Any Service Availability Credits due under this **Section 2.6** will be applied in accordance with payment terms of the Contract.

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

3. Support and Maintenance Services. Contractor will provide IT Environment Service and Software maintenance and support services (collectively, “**Software Support Services**”) in accordance with the provisions of this **Section 3**. The Software Support Services are included in the Services, and Contractor may not assess any additional fees, costs or charges for such Software Support Services.

3.1 Support Service Responsibilities. Contractor will:

- (a) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;
- (b) provide unlimited telephone support, Monday – Friday 5 AM to 8 PM Est.

- (c) provide unlimited online support 24 hours a day, seven days a week;
- (d) provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and
- (e) respond to and Resolve Support Requests as specified in this **Section 3**.

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

- (a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;
- (b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and
- (c) if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein):
 - (i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;
 - (ii) If Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 3.5 and 3.6**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and

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

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

(a) all updates, bug fixes, enhancements, Maintenance Releases, New Versions and other improvements to the Hosted Services and Software, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; provided that Contractor shall consult with the State and is required to receive State approval prior to modifying or upgrading Hosted Services and Software, including Maintenance Releases and New Versions of Software; and

(b) all such services and repairs as are required to maintain the Hosted Services and Software or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services and Software, so that the Hosted Services and Software operate properly in accordance with the Contract and this Schedule.

3.4 Support Service Level Requirements. Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 3** ("**Support Service Level Requirements**"), and the Contract.

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

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

3.6 Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (i) responded to, in the case of response

time and (ii) Resolved such Support Request, in the case of Resolution time. **“Resolve”** (including **“Resolved”**, **“Resolution”** and correlative capitalized terms) means that, as to any Service Error, Contractor has provided the State the corresponding Service Error correction and the State has confirmed such correction and its acceptance thereof. Contractor will respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
Critical Service Error	One (1) hour	Three (3) hours	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
High Service Error	One (1) hour	Eight Hours (8)	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
Medium Service Error	Three (3) hours	Two (2) Business Days	N/A	N/A
Low Service Error	Three (3) hours	Five (5) Business Days	N/A	N/A

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

3.8 Support Service Level Credits. Failure to achieve any of the Support Service Level Requirements for Critical and High Service Errors will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section 3.1 ("Service Level Credits")** in accordance with payment terms set forth in the Contract.

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

4. Data Storage, Backup, Restoration and Disaster Recovery. Contractor must maintain or cause to be maintained backup redundancy and disaster avoidance and recovery procedures designed to safeguard State Data and the State's other Confidential Information, Contractor's Processing capability and the availability of the IT Environment Services and Software, in each case throughout the Term and at all times in connection with its actual or required performance of the Services

hereunder. All backed up State Data shall be located in the continental United States. The force majeure provisions of this Contract do not limit Contractor's obligations under this section.

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

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

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

4.4 Disaster Recovery. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 8 hours, and a Recovery Time Objective (RTO) of 8 hours (the "**DR Plan**"), and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. Contractor's current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan are attached as **Schedule F**. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance. Contractor will provide the State with copies of all such updates to the Plan within fifteen (15) days of its adoption by Contractor. All updates to the DR Plan are subject to the requirements of this **Section 4**; and provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after Contractor's receipt or preparation. If Contractor fails to reinstate all material Hosted Services and Software within the periods of time set forth in

the DR Plan, the State may, in addition to any other remedies available under this Contract, in its sole discretion, immediately terminate this Contract as a non-curable default.

SCHEDULE D – ATTACHMENT 1 – CONTACT LISTB

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SCHEDULE E – DATA SECURITY REQUIREMENTS

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

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

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

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

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

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

“PCI” means the Payment Card Industry.

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

“SSAE” means Statement on Standards for Attestation Engagements.

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

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

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

- (a) ensure the security and confidentiality of the State Data;

(b) protect against any anticipated threats or hazards to the security or integrity of the State Data;

(c) protect against unauthorized disclosure, access to, or use of the State Data;

(d) ensure the proper disposal of any State Data in Contractor's or its subcontractor's possession; and

(e) ensure that all Contractor Personnel comply with the foregoing.

The State has established Information Technology (IT) Policies, Standards, Procedure (PSP) to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable public and non-public State IT policies and standards, of which the publicly available ones are at <https://www.michigan.gov/dtmb/policies/it-policies>.

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

4. Acceptable Use Standard. To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Standard, see <https://www.michigan.gov/dtmb/-/media/Project/Websites/dtmb/Law-and-Policies/IT-Policy/13400013002-Acceptable-Use-of-Information-Technology-Standard.pdf>. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Standard before accessing State systems or Data. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.

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

5.1 If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting

Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause.

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

5.3 ensure that the Software and State Data is securely stored, hosted, supported, administered, accessed, developed and backed up in the continental United States, and the data center(s) in which the data resides minimally meet Uptime Institute Tier 3 standards (<https://www.uptimeinstitute.com/>), or its equivalent;

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

5.5 Throughout the Term, Contractor must not provide Hardware or Services from the list of excluded parties in the [System for Award Management \(SAM\)](#) for entities excluded from receiving federal government awards for "covered telecommunications equipment or services.

5.6 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.7 take all reasonable measures to:

(a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "malicious actors" and others who may seek, without authorization, to destroy,

disrupt, damage, encrypt, modify, copy, access or otherwise use Hosted Services or the information found therein; and

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

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

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

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

5.11 Contractor must permanently sanitize or destroy the State's information, including State Data, from all media both digital and nondigital including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. Contractor must sanitize information system media, both digital and non-digital, prior to disposal, release out of its control, or release for reuse as specified above.

6. Security Accreditation Process. Throughout the Term, Contractor will assist the State, at no additional costs, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls within two weeks of the State's request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames and required evidence based on the risk level of the identified risk. For all findings associated with the Contractor's solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs, perform related remediation

activities, and provide evidence of compliance. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

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

8. Security Audits.

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

8.2 Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. The State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to,

perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Hosted Services and their housing facilities and operating environments.

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

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

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

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

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

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

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

matching source code and supporting infrastructure configurations or the actual production environment.

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

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

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

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

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

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

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

10. Infrastructure Scanning.

For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and provide the scan's assessments to the State in a format that is specified by the State and used to track the remediation. Contractor will ensure the remediation of critical, high, medium, and low issues in the scan according to the remediation time requirements documented in the State's PSPs.

11. Nonexclusive Remedy for Security Breach.

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

SCHEDULE E, Attachment 1 – PCI Compliance and CEPAS

1. PCI Compliance.

Contractors that process, transmit store or affect the security of credit/debit cardholder data, must adhere to the PCI Data Security Standard. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

The Contractor must notify the State's Contract Administrator (within 48 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the card associations (e.g. Visa, MasterCard, Discover, and American Express) and state acquirer representative(s), or a PCI approved third party, to conduct a thorough security review. The Contractor must provide, at the request of the State, the results of such third party security review. The review must validate compliance with the PCI Data Security Standard for protecting cardholder data. At the State's sole discretion, the State may perform its own security review, either by itself or through a PCI approved third party.

The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with a card association, PCI approved third party, or State initiated security review.

Without limiting Contractor's obligations of indemnification as further described in this Contract, Contractor must indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the breach.

The Contractor must dispose of cardholder data when it is no longer needed in compliance with PCI DSS policy. The Contractor must continue to treat cardholder data as confidential upon contract termination.

The Contractor must provide the State's Contract Administrator with an annual Attestation of Compliance (AOC) if or a Report on Compliance (ROC) showing the

contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.

2. CEPAS Electronic Receipt Processing Standard.

All electronic commerce applications that allow for electronic receipt of credit or debit card and electronic check transactions must be processed via the State's Centralized Electronic Payment Authorization System (CEPAS). To minimize the risk to the State, full credit/debit card numbers, sensitive authentication data, and full bank account information must never be stored on state-owned IT resources. For additional information, refer to the CEPAS Integration Guide that can be found at:

SCHEDULE F – DISASTER RECOVERY PLAN

Contractor employs a layered approach to ensuring the resiliency of the SOS Enterprise application. This includes: cloud hosting, configuration for availability, diagnostics and restoration, and disaster recovery. This approach strives to maintain availability through unplanned events and provide various service restoration options should disruption occur.

In the event that a service disruption occurs, Contractor is committed to responding quickly and persistently. The time required to recover from an unplanned event, and the amount of data loss involved, depends on the type of event and how the system components are impacted. Should complete application failover be the best option, Tecuity will complete failing over within 4 hours.

Cloud Hosting

Contractor leverages PaaS services in Azure to host SOS implementations. This provides the benefit of Azure-managed infrastructure, operating systems, and platforms.

Availability Configuration

SOS components in Azure such as App Services and Application Gateways will be configured to scale-out upon demand. These components, along with Azure SQL database and image storage will be configured for availability-zone-redundant hosting which spreads underlying nodes across different data centers in the host Azure region. Failover of these nodes from one zone to another is transparently managed by Azure.

SOS Enterprise Azure App Services will have health checks enabled. When an instance is found to be unhealthy, it is automatically replaced and Contractor is notified.

Contractor maintains replicas of the main SQL database and image storage in a paired Azure region. The failover process involves cutting over the SQL database and image storage to their corresponding replicas, provisioning SOS Enterprise application components in the target region, updating DNS, and internal evaluation.

Diagnostics and Restoration

Web tests and service alerts will be configured on system components to notify Contractor of API performance issues or service disruption. Azure Application Insights, an APM tool, will be enabled to provide observability into API performance to assist in

troubleshooting issues. Contractor will also subscribe to alerts from Azure teams for notification of underlying infrastructure maintenance, performance, or security issues.

Using an infrastructure-as-code pattern based on ARM templates and Azure DevOps release pipelines, Contractor will configure the application components in a controlled manner to allow for quick component restoration or replacement.

Contractor will maintain a support agreement with Azure to ensure a one hour response by Azure experts to assist with critical service disruptions.

Contractor will ensure backups of the Azure SQL database provide a point-in-time restore capability of up to 35 days in the past. Long-term weekly backups will also be configured. Image storage backups will be configured for point-in-time restore of individual image files for up to 10 days.

Disaster Recovery Plan

The disaster recovery plan outlines how Tecuity responds to service disruptions. The goal of the plan is service restoration in a controlled, efficient, and repeatable manner. This plan covers when failovers are initiated, who approves them, and who executes them. This plan is reviewed and tested annually.

Teams

Following are the Contractor personnel who participate in the disaster recovery plan. Contractor will seek permission for cut over from State Corporations Division Director or their delegate.

Emergency Response Team (ERT) – approves restoration actions, communicates with client, initiates Disaster Recovery Team. The Principal Software Engineer will oversee the DR process.

- Management team member
- Principal Software Engineer
- Project Manager

Disaster Recovery Team (DRT) – researches event, engages third-party support, executes approved restoration actions.

- Principal Software Engineer
- Build Manager
- Development Team Lead
- QA Team Member

Event Response

The following table outlines restoration actions for various service disruption scenarios, but this is not an all-inclusive list. A complete application failover to the disaster recovery environment is a last resort. It will only be initiated when efforts to restore service to affected components is likely to exceed 4 hours AND complete failover has a high probability of restoring service.

Component	Event	Restoration Actions
Database	Data corruption	Restore database from backup
Database	PaaS unavailable	1. Engage Azure support 2. Failover database 3. Failover entire application
Image storage	Image corruption	Restore affected images from backup
Image storage	PaaS unavailable	1. Engage Azure support 2. Failover image storage 3. Failover entire application
App services, application gateway, virtual network	PaaS unavailable	1. Engage Azure support 2. Failover entire application
Task Manager VM	Infrastructure outage	1. Engage Azure support 2. Restore VM from backup 3. Rebuild VM
DNS	Outage	Engage DNS support
Azure DevOps	PaaS unavailable	Engage Azure support

In the case of a ransomware attack, cybersecurity or other events not listed, the affected components would be restored from backup, recreated, or failed over as described above.

Event Flow

Following is the process for handling a service disruption event.

1. Event is reported to Management Team.
2. Management Team gathers ERT and initiates DRT investigation.
3. Project Manager notifies client of event and provides client with hourly status updates.
4. Failover must be approved by the State Corporations Division Director or their delegate.
5. DRT researches event, engages third-party support. Principal Software Engineer reports updates and recommended restoration actions to ERT.

6. ERT approves restoration actions.
7. DRT executes restoration actions.
8. ERT and DRT completes post-restoration review.
9. If restoration involved failover
 - a. DRT prepares for failback
 - b. ERT approves failback.
 - c. Failback must be approved by the State Corporations Division Director or their delegate.
 - d. DRT executes failback.
 - e. ERT and DRT completes post-failback review.

In the procedures that follow, the Principal Software Engineer is the backup for the Build Manager.

Database Failover Procedure

	<i>Action</i>	<i>Tool</i>	<i>Role</i>
1.	<i>Failover SQL database to replica</i>	<i>Azure Portal</i>	<i>Build Manager</i>
2.	<i>Evaluate application components</i>		<i>QA Team Member</i>

Estimated duration: 1 hour

Data loss is equal to latency of real-time replication between primary and secondary database instances.

Image Storage Failover Procedure

	<i>Action</i>	<i>Tool</i>	<i>Role</i>
1.	<i>Failover Image Storage to replica</i>	<i>Azure Portal</i>	<i>Build Manager</i>
2.	<i>Complete post-failover configuration</i>	<i>Azure Portal</i>	<i>Build Manager</i>
3.	<i>Evaluate application components</i>		<i>QA Team Member</i>

Estimated duration: 1 hour

Data loss is equal to latency of real-time replication between primary and secondary image storage instances.

Application Failover Procedure

	<i>Action</i>	<i>Tool</i>	<i>Role</i>
1.	<i>Failover SQL database to replica</i>	<i>Azure Portal</i>	<i>Build Manager</i>
2.	<i>Run environment configuration SQL Script</i>	<i>Azure Portal</i>	<i>Build Manager</i>
3.	<i>Failover Image Storage to replica</i>	<i>Azure Portal</i>	<i>Build Manager</i>
4.	<i>Complete post-failover Image Storage configuration</i>	<i>Azure Portal</i>	<i>Build Manager</i>
5.	<i>Provision non-persistent infrastructure in DR environment: gateway, WAF policies, app services, etc</i>	<i>Azure DevOps Pipeline</i>	<i>Build Manager</i>
6.	<i>Audit DR environment infrastructure</i>	<i>Azure Portal</i>	<i>Build Manager, Principal Software Engineer</i>
7.	<i>Configure Task Manager Virtual</i>	<i>Azure Portal, RDP</i>	<i>Build Manager</i>
8.	<i>Perform internal proof-of-life test on application in DR environment</i>	<i>Browser</i>	<i>QA Team Member</i>
9.	<i>Update DNS records to point hostnames to DR environment IP</i>	<i>GoDaddy</i>	<i>Build Manager</i>
10.	<i>Application validation</i>	<i>Browser</i>	<i>QA Team Member</i>

Estimated duration: 4 hours

Data loss is equal to latency of real-time replication between primary and secondary database instances and image storage instances.

Failback Procedures

The failing back from the DR environment to the original environment is a reversal of the applicable failover procedures.

Testing

The following are tested annually by the DRT. Upon completion, a lessons-learned session is conducted to refine and improve the procedures.

- Restoring database from point-in-time backup
- Restoring database from long-term backup
- Restoring select images from backup
- Database failover and failback
- Image storage failover and failback
- Complete application failover and failback

This disaster recovery plan is reviewed annually by the ERT and DRT.

Application Change Procedures

When future enhancements are found to require infrastructure changes in the hosted application, prior to implementing the enhancements, we will hold a review of the DR plan to determine how it should be adjusted to incorporate the infrastructure changes. As part of the implementation of the application enhancements, the affected infrastructure changes will be made and new table-top testing of the DR plan will be conducted. During that process, the related DR plan components will be exercised. Annual DR table-top testing reports can be made available upon request.

SCHEDULE G – TRANSITION IN AND OUT

Transition In

The project team will develop and utilize a project deployment plan specific to Michigan during the execution/implementation phase of the project. Some high-level guidelines for this plan include:

- A transition plan that minimizes downtime between shutdown of the legacy system and availability of the new SOS Enterprise Platform.
- The deployment checklist will identify the key personnel responsible for making the implementation a success and their roles in implementation.
- The deployment checklist will include a detailed plan for each task required to complete go-live and immediate post-go-live activities.

A go-live implementation plan will be compiled and provided to necessary stakeholders to be used to verify the quality of tests conducted, the overall results as well as the implementation criteria. All risks and dependencies will also be part of this plan. This assessment will be used to determine whether the system and staff are ready for the new system.

A secondary part to the transition plan is an “implementation playbook” that outlines the necessary steps taken over the course of 60-180 days prior to the cutover date. Below is a screenshot of an example of the columns that are included from a previous implementation. These tasks will include but are not limited to getting final back up of images/data, turn off old system, etc.

All the individuals or teams that are to be assigned work are captured within the implementation playbook that is built for the State. This includes where the data/images legacy system, any payments from previous systems and ensuring the API’s appropriately work prior to cutover. The implementation playbook contains the majority of efforts necessary for the transition in to be successful. This includes the State working with previous vendor(s) and getting the appropriate information and deadlines to do so, in order to meet deadlines of implementation dates.

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DEPLOYMENT SCHEDULE

Date/Time	Description/Task	Performed By	Assigned To	Estimated Duration	Complete	Notes	Comments with Comments
	GoLive Prep						Please add columns marking whether an activity is complete or not complete. Please add a column for dependencies so we know what steps must occur before other steps.

Transition Out

To date Tecuity has not had to transition the SOS Enterprise Platform out of a current state's production site. In working on a transition plan to transition out, Tecuity would anticipate working with the incoming vendor and any expectations they would have. Tecuity would also work with any subcontractors who may have worked on the implementation or maintenance of the project. In gathering all data/images and information to allow for the State to contain all the documentation that was developed during the project effort. Tecuity would anticipate providing backups of data/images at certain intervals throughout the project effort, while participating in a final backup of data/images and providing to the incoming vendor prior to that system turning on.

SCHEDULE H – FEDERAL PROVISIONS ADDENDUM

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a **"federally assisted construction contract"** as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions

discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

3. Copeland “Anti-Kickback” Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland “Anti-Kickback” Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and

Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

(1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable

standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C

while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

1. Access to Records. The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

3. DHS Seal, Logo, And Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

6. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38
(Administrative Remedies for False Claims and Statements)
applies to the Contractor's actions pertaining to this contract.

SCHEDULE H – ATTACHMENT 1- BYRD ANTI LOBBYING CERTIFICATION

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Tecuity, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Nick Eskelson

Signature of Contractor's Authorized Official

Nick Eskelson, VP of Business Development

Name and Title of Contractor's Authorized Official

09/27/2022

Date