

STATE OF MICHIGAN **CENTRAL PROCUREMENT SERVICES**

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 11

to

Contract Number 071B7700022

TRIBRIDGE HOLDINGS LLC			Various	MULTI
4830 W. Kennedy Blvd. , Suite 890	S	Program Manager		
Tampa, FL 33407	ŠΤΑ			
Beth Burrell		Adm	Matt Weiss	DTMB
813-928-3318		ontrac linistra	(517) 256-9895	
bburrell@dxc.com		ct ator	weissm4@michigan.gov	
CV0010095				

CONTRACT SUMMARY									
MICHIGAN	MICHIGAN STATE HISTORIC PRESERVATION OFFICE SYSTEM								
INITIAL EFFECTIVE DATE INITIAL EXPIRATION DATE INITIAL AVAILABLE OPTIONS EXPIRATION DATE BEFORE									
Octobe	er 1, 2016	May 31, 2	021	5 - 1 Year		May 31, 2021			
PAYMENT TERMS DELIVERY TIMEFRAME									
		ALTERNATE PAY	MENT OPTION	IS	EXT	ENDED PURCHASING			
□ P-Ca	rd		🗆 Othe	er	\boxtimes	Yes 🗆 No			
MINIMUM DE	MINIMUM DELIVERY REQUIREMENTS								
DESCRIPTION OF CHANGE NOTICE									
OPTION	LENGT	H OF OPTION	EXTENSION	LENGTH OF EXTENSION		REVISED EXP. DATE			
						N/A			

ESTIMATED AGGREGATE CONTRACT VALUE CURRENT VALUE VALUE OF CHANGE NOTICE \$3,949,264,00 \$2,400.00 \$3.951.664.00

DESCRIPTION

Effective 5/6/2020, this Contract is hereby increased by \$2,400.00 and the following amendment is hereby incorporated into the Contract to finalize 2 missing items for the newly implemented CRIS system for the Michigan Department of Civil Rights (MDCR).

In addition, it is the understanding of both parties that all statements of work (SOWs) related to the Michigan State Historic Preservation Office (MISHIPO) have been completed and there are no outstanding obligations related to those SOWs. There is no future work expected from MISHIPO.

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

Program Managers for Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Logan Mathews	517-243-0050	MathewsL1@michigan.gov



A DXC Technology Company ("DXC")

Legal Entity:	Tribridge Holdings, LLC	Change Request Number:	071B7700022 - CN11
Prepared By:	Kimberly Burk	Opportunity ID:	OPX-0020751198

Date: 3/30/2020

CUSTOMER NAME & ADDRESS	CUSTOMER CONTACT NAME AUTHORIZED TO REQUEST CHANGE
State of Michigan	
Department of Technology, Management and Budget	Matt Weiss - weissm@michigan.gov
525 W Allegan St.	517-256-9895
Lansing, MI 48913	
PROJECT MANAGER	WBS CODE
Kimberly Burk - kburk3@dxc.com	R-010124514.0003

This Change Request constitutes an addendum and/or amendment to Statement of Work dated 10/01/2016.

This Change Request Includes:

1) Make the Retaliation Sub-Basis field required, payment due upon acceptance of change.

2) Add an extra step to the process that creates tasks on the batch.

WBS ID (FF)	DESCRIPTION OF WORK TO BE PERFORMED	REVISED/NEW MILESTONE	CR JUSTIFICATION	FIXED FEE TOTAL
R- 010124514.0003	Make the Retaliation Sub- Basis field required.	2 weeks from CR approval	 38248 - Retaliation Sub-Basis field needs to be required for laws to generate properly This item is parented by Requirement 36234 - Reset Issue Basis Laws when changes are made This Requirement States: Need process that will recalculate the Laws formula on demand and reset the values. Users need to occasionally amend the complaints and laws may have to be added or removed. The current process of deactivating the laws manually is time consuming. The system should be able to auto calculate, remove existing and reset the laws on the case. The Acceptance Criteria States: Build on demand process to remove and reset all the laws on the Case Issue screen on demand The Requested Change Is To: Make the Retaliation Sub-Basis field required. Justification for Change Request Classification: DXC has delivered this requirement and the acceptance criteria has been met. To satisfy the requested change, it would require custom formulas to be built since the field is not always needed. This means it is not a simple global configuration, but a customization. Cost of Change Request: \$2,400 	\$2,400.00
R- 010124514.0003	Add an extra step to the process that creates tasks on the batch.	2 weeks from CR approval	 38218 - Tasks are not being generated by the system when generating Batch documents This Item is parented by Requirement 36213 - Batch Printing (related to 29956) This Requirement States: The following documents need to be grouped for batch printing on a case: 	\$0.00

ADDITIONAL IMPACTS

Design Changes discovered after UAT – This changes will need to be done during the warranty period as we are already live and in production. The changes will take approximately 2 weeks from full approval date.

RISK OF NON-APPROVAL

Services defined herein are governed by the terms and conditions of the Master Services Agreement and any applicable Statement of Work. Both parties agree to Statement of Work changes as defined above. Work will be scheduled as required after the change request is signed by the Customer.



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Department of Technology, Management, and Budget

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CONTRACT CHANGE NOTICE

Change Notice Number 10

to

Contract Number 071B7700022

TRIBRIDGE HOLDINGS LLC		s P	Various	MULTI
4830 W. Kennedy Blvd. , Suite 890	S	Program Manager		
Tampa, FL 33407	ŝΤΑ			
Beth Burrell		Adm	Matt Weiss	DTMB
813-928-3318		ontrac iinisti	(517) 256-9895	
bburrell@dxc.com		ct ator	weissm4@michigan.gov	
VC0004819				

	CONTRACT SUMMARY							
MICHIGAN STATE HISTORIC PRESERVATION OFFICE SYSTEM								
INITIAL EF	NITIAL EFFECTIVE DATE INITIAL EXPIRATION DATE INITIAL AVAILABLE OPTIONS EXPIRATION DATE BEFORE BEFORE							
Octobe	er 1, 2016	May 31, 2	021	5 - 1 Year		May 31, 2021		
	PAYMENT TERMS DELIVERY TIMEFRAME							
		ALTERNATE PA	MENT OPTION	S	EXT	ENDED PURCHASING		
🗆 P-Ca	ird		🗆 Othe	er	X	Yes 🗆 No		
MINIMUM DE		EMENTS						
	1	D	ESCRIPTION O	F CHANGE NOTICE				
OPTION	LENGTI	H OF OPTION	EXTENSION	LENGTH OF EXTENSION		REVISED EXP. DATE		
						N/A		
CURRE	NT VALUE	VALUE OF CHAN	GE NOTICE	ESTIMATED AGGREGA	TE CON	ITRACT VALUE		
\$3,94	9,264.00	\$0.00		\$3,949,2	264.00			
DESCRIPTION								
Effective 3/31/2020, the Contractor's Contract Administrator has been changed to Beth Burrell.								
Please note, Contractor's vendor code has changed from CV0010095 to VC0004819.								
All other terr	All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.							

Program Managers for Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Logan Mathews	517-243-0050	MathewsL1@michigan.gov



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 9

to

Contract Number 071B7700022

TRIBRIDGE HOLDINGS LLC			Various	MULTI
4830 W. Kennedy Blvd. , Suite 890	S	Program Manager		
Tampa, FL 33407	ЗТА			1
Rick Thompson	TE	Cor Admi	Matt Weiss	DTMB
719-339-2907		ntra	(517) 256-9895	
rick.thompson@tribridge.com		ct ator	weissm4@michigan.gov	
CV0010095				

		CONTRAC	T SUMMARY							
MICHIGAN STATE HIS	ORIC PRESERVA	TION OFFICE	E SYSTEM							
INITIAL EFFECTIVE DATE INITIAL EXPIRATION DATE INITIAL AVAILABLE OPTIONS EXPIRATION DATE BEFORE										
October 1, 2016	May 31, 2	2021	5 - 1 Year		May 31, 2021					
PAY	MENT TERMS		DELIVERY T	IMEFR	ME					
	ALTERNATE PA	MENT OPTION	IS	EXT	ENDED PURCHASING					
P-Card PRC Other					Yes 🗆 No					
MINIMUM DELIVERY REQU	REMENTS									
	D	ESCRIPTION O	F CHANGE NOTICE							
OPTION LENG	TH OF OPTION	EXTENSION	LENGTH OF EXTENSION		REVISED EXP. DATE					
					N/A					
CURRENT VALUE	VALUE OF CHAN	GE NOTICE	ESTIMATED AGGREGA	TE CON	ITRACT VALUE					
\$3,429,829.00 \$519,435.00 \$3,949,264.00										
DESCRIPTION										
Effective 1/9/2020, the State is correcting the, "ESTIMATED AGGREGATE CONTRACT VALUE" to be \$3,949,264.00. Change Notice 6 added \$519,435.00 to the Contract on 5/9/2018, but the additional funds were not carried through subsequent Change Notices										

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

Program Managers for Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Jean Gordon	517-335-8179	GordonJ15@michigan.gov



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 8

to

Contract Number 071B7700022

TRIBRIDGE HOLDINGS LLC		s P	Various	MULTI	
4830 W. Kennedy Blvd. , Suite 890	S	Program Manager			
Tampa, FL 33407	TA				
Rick Thompson	H	Con Admin	Matt Weiss	DTMB	
719-339-2907		inistra	(517) 256-9895		
rick.thompson@tribridge.com		ct ator	weissm4@michigan.gov		
CV0010095					

	CONTRACT SUMMARY									
MICHIGAN	MICHIGAN STATE HISTORIC PRESERVATION OFFICE SYSTEM									
INITIAL EFF	ECTIVE DATE	INITIAL EXPIRAT	ION DATE	INITIAL AVAILABLE OPTION	S	EXPIRATION DATE BEFORE				
Octobe	er 1, 2016	May 31, 2	021	5 - 1 Year		May 31, 2021				
	PAYN	IENT TERMS		DELIVERY T	MEFRA	ME				
		ALTERNATE PAY	MENT OPTION	S	EXT	ENDED PURCHASING				
🗆 P-Ca	rd	□ PRC	🗆 Othe	er	X	Yes 🗆 No				
MINIMUM DE	LIVERY REQUIR	EMENTS								
		D	ESCRIPTION O	F CHANGE NOTICE						
OPTION	LENGT	H OF OPTION	EXTENSION	LENGTH OF EXTENSION		REVISED EXP. DATE				
						N/A				
CURRE	CURRENT VALUE VALUE OF CHANGE NOTICE ESTIMATED AGGREGATE CONTRACT VALUE									
\$3,33	\$3,334,129.00 \$95,700.00 \$3,429,829.00									
	DESCRIPTION									
	Effective 11/1/2019, this Contract is hereby increased by \$95,700.00 to cover 6 additional requirements for the Michigan Department of Civil Rights' (MDCR) new agency-wide system, CRIS. This incorporated amendment also includes SLAs; a new									

Department of Civil Rights' (MDCR) new agency-wide system, CRIS. This incorporated amendment also includes SLAs; a new timeline; further details on the remaining requirements, defects, and fixes; and additional items to complete the CRIS system.

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

Program Managers for Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Tracie Mansberger	517-335-5730	mansbergert@Michigan.gov
DTMB	Jean Gordon	517-335-8179	GordonJ15@michigan.gov



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

Project Title: MDCR – Civil Rights Information System (CRIS)	Period of Coverage:
Requesting Department: Michigan Department of Civil Rights	Date:
DTMB Project Manager: Jean Gordon	Phone: 517-335-8179

Brief Description of Services to be provided:

1) BACKGROUND:

This modernization project will replace the Michigan Department of Civil Rights (MDCR) circa-1998 legacy main IT system as well as outdated databases and spread-sheet applications. The new agency-wide system will include case tracking and management and document management supporting the department's goal of moving toward a paperless office. The system may be deployed in a staggered, multi-phase manner (i.e. by functional area). The major functional areas supported by the new system include:

- 1. Enforcement Case Management including management of initial customer contacts, requests and communications, and case management for enforcement claims investigation process
- 2. Tracking & case management for the Division on Deaf, Deaf Blind & Hard of Hearing (DODDBHH)
- 3. Tracking of the Michigan Indian Tuition Waiver Program (MITW)
- 4. Tracking and fulfillment of the Freedom of Information Act (FOIA) requests received by the Department
- 5. Tracking of Public Affairs processes
- 6. Automation and tracking of the Records Management area processes and documents across all the department's functional areas

2) PROJECT OBJECTIVE:

The objective of this Statement of Work (SOW) is to detail the final Requirements, Defects, and Fixes to be resolved before final signoff and map them to a timeline. A new payment schedule will replace the payment schedule currently included within the Contract Change Notice 6 and will be mapped to this timeline.

3) SCOPE OF WORK:

In addition to the original SOW found under Contract Change Notice 6 in Contract # 071B7700022, closeout of Phase 2 will require the completion and final signoff of 21 remaining requirements. These can be found under **Appendix A: Requirements** at the end of this document. In addition, the Contractor will be responsible for resolving the current Defects and Fixes detailed in **Appendix B: Defects** and **Appendix C: Fixes**. Any additional defects and fixes resulting from the completion of the remaining 21 requirements will also be the responsibility of the Contractor and will be required to be resolved before final signoff is complete.

4) CONTRACTOR PERSONNEL:

Contractor roles and resources who are responsible for the successful completion of Phase 2.

Personnel Responsibilities:

Dynamics CRM Solution Architect

- Provide leadership and direction for defining and implementing Microsoft Dynamics CRM cloud strategy and solution that is aligned with State of Michigan business needs and priorities
- Serve as a leader to analyze, design and implement State of Michigan Dynamics CRM architecture solution, including integrate with third party applications
- Drive and lead Dynamics CRM implementations through all project phases including discovery, definition, construction, testing and deployment
- Develop and continue to refine CRM implementation standards and tools
- Mentor and lead CRM team members in the principles of Enterprise Architecture design and development
- Collaborate with the application, data, and infrastructure architects on defining, designing and delivering cloud specific technical architectures, patterns, technical quality, risks and operability of cloud architecture solutions for Michigan business needs
- Taking the lead to ensure smooth and reliable operation of CRM software and systems for fulfilling business objectives and processes
- Perform research activities to identify emerging technologies and trends that may affect the enterprise.
- Create, define specifications for and implement customizations for any custom code or data migration requirements
- Facilitate the development and evolution of the architecture and global governance processes
- Define and facilitate the process for approving architecture principles and standards
- Research, analyze, recommend and select technical approaches to address challenging development and integration problems with cloud environments
- Adhere to established policies, standards and procedures for ensuring the security and integrity of the State CRM systems and data

Senior Dynamics CRM Developer

- Responsible for the design, development, testing and support of Microsoft Dynamics CRM
- Collaborate with other software developers, stakeholders, software architects and IT professionals to implement Microsoft Dynamics CRM solutions and ensure smooth and reliable operation of software and systems for fulfilling business objectives and processes
- Provide support as needed to CRM 3rd party software, such as North 52, SCRIBE and Doc Core Pack, etc.
- Develop reports for the stakeholder
- Define specifications for and implement customizations for any custom code or data migration requirements
- •
- Assist in software releases and roll-outs, and communicate to the end users about status and project conditions
- Ability to design solution in CRM or integration with other applications
- Perform software improvements and upgrades
- Follow State standard to perform source control, perform code deployments and releases
- Work with team to accurately forecast timing and efforts of work
- Complete all tasks with a focus on quality
- Collaborate directly with different areas of IT and the business in order to provide solutions for the business area
- Build rapport and elicit problem details from customers
- Provide timely reports on the status of projects as well as any unforeseen issues to management and to business units
- Comply with all assigned administrative and operational tasks
- Apply diagnostic utilities to aid in troubleshooting
- Works to promote an understanding of business process and business requirements with technical staff
- Test fixes to ensure problems have been adequately resolved

Dynamics CRM Business Analyst

- Primary Contact for customer engagement
- Review remaining work items, including, but not limited to requirements, enhancements, bugs, and defects to: (a) ensure mutual understanding among members of the project team, (b) clearly define or refer to existing acceptance criteria applicable in order to fully deliver/resolve each work item, (c) assist in defining testing criteria for use in quality assurance and user acceptance testing for each work item, (d) identify other impacted components of the solution to be delivered which must be tested and/or

verified through quality assurance and user acceptance testing for each work item, and (e) document along with the development team any information required for the ongoing support and maintenance of the solution.

- Conduct business process analysis, requirement mapping, and business functions design in Dynamics CRM application.
- Document as-is and to-be within accurate and detailed scoping documents
- Document the CRM application using State's standard and methodology
- Demonstrations, analysis, implementation and training of end users
- Work with business users to conduct different testing such as functional testing and user acceptance testing (UAT)
- Provide excellent communication and problem-solving skills in support of Dynamics CRM application.
- Conduct end-user training and create and maintain knowledge transfer documentation

Specifically Required Personnel (in addition to any others allocated by DXC*):

- Yamily Garces (CRM Developer 100% allocation required)
- Danielle Mathena (CRM Developer 100% allocation required)
- Shawn McCubbin (Project Delivery Manager 50% allocation required)

*NOTE: Any other DXC resources whom do not previously have SOM Contractor credentials and access will require 2 weeks onboarding time.

5) DOCUMENTS AND ARTIFACTS:

DXC will provide the following finalized and approved, by the DTMB Project Manager, documents before final signoff:

- SEM-0301 (Maintenance Plan)
- SEM-0302 (Software Configuration Management Plan)*
- SEM-0401 (Requirements Traceability Matrix)
- SEM-0402 (Requirements Specifications)
- SEM-0501 (Functional Design Document)
- SEM-0502 (Use Cases and business prioritization)
- SEM-0600 (Test Strategy)*
- SEM-0602 (Test Plan)
- SEM-0603 (Test Type Approach and Report)
- SEM-0703 (Training Plan)
- SEM-0704 (Training Checklist)
- SEM-0606 (Test Case) may be combined with SEM 502 by utilizing a Test Driven Development (TDD) approach
- Build 1 Exit Documents SEM-0185 Release Review & Approval, SEM-0186 Defect Tracking from VSTS, SEM--0189 Stage Exit Approval
- Build 2 Exit Documents SEM-0185 Release Review & Approval, SEM-0186 Defect Tracking from VSTS, SEM-0189 Stage Exit Approval
- Build 3 Exit Documents SEM-0185 Release Review & Approval, SEM-0186 Defect Tracking from VSTS, SEM-0189 Stage Exit Approval
- Build 4 Exit Documents SEM-0185 Release Review & Approval, SEM-0186 Defect Tracking from VSTS, SEM-0189 Stage Exit Approval
- SEM-0601 (Data Conversion Plan)
- SEM-0604 (System Design Document)*
- SEM-0605 (System Design Checklist)
- SEM-607 (SIT UAT Data Conversion Test Closure)
- SEM-0701 (Transition Plan)*
- SEM-0702 (Installation Plan)*
- SEM-0931 (System Maintenance Document)
- System Admin Documentation (finalized from System Admin Training session)
- Any other Documents and Artifacts required in the Contract.

*The State will review these documents and respond back with deficiencies. DXC must provide revised finalized documents within 10 business days of receipt.

6) TRAINING:

In addition to any other training required in the Contract, DXC will perform training as required below in Section **16**) **PROJECT PLAN, TIMELINE, & MILESTONES**:

All DXC training is to be on-site in Lansing and/or Detroit:

- Item 22: Training for UAT Testers on new functionality
- Item 23: User Acceptance Testing
- Item 33: End-User Training CRS Users
- Item 34: Management Training Advanced Query/Find Reporting
- Item 35: Template, Pivot Table Training, and Report Wizard Training

7) DELIVERABLES / ACCEPTANCE CRITERIA:

Deliverables will not be considered accepted until the MDCR Project Owner, DTMB Project Owner, and DTMB Project Manager have formally accepted them in writing. These three (3) individuals are specifically identified in **Section 12** below, and acceptance is only final upon approval by all three.

8) PROJECT CONTROL AND REPORTS:

A weekly progress report with detailed Microsoft project schedule must be submitted to the Agency and DTMB Project Managers throughout the life of this project. Weekly progress report must be submitted by close of business (COB) Friday, and must contain the following:

- 1. **Hours**: Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project
- 2. **Accomplishments**: Indicate what was worked on and what was completed during the current reporting period along with percentage completion
- 3. **Milestones**: Progress to complete milestones, comparing forecasted completion dates to planned and actual completion dates
- 4. Tasks/ Schedule: Planned tasks for the next reporting period
- 5. **Issues:** Identify any existing issues which are impacting releases and the steps being taken to address those issues
- 6. **Risks:** Identify any new risks and describe progress in mitigating high impact/high probability risks previously identified

9) WARRANTY PERIOD:

The 60-day warranty period is the exclusive warranty and will begin after acceptance of go-live.

Warranty support for the Licensed Software includes system error issues in the Licensed Software, commonly referred to as bugs. A system error means any error or defect, which is reproducible by Contractor that results in incorrect functioning of the Licensed Software.

Warranty repair support is not covered under this License if the problem is caused by (i) any modification, variation or addition to the Licensed Software not performed by Contractor; (ii) incorrect use, abuse or corruption of the Licensed Software; (iii) use of Licensed Software with other software or on equipment with which the Licensed Software is incompatible, or (iv) error conditions that do not significantly impair or affect operation of the Licensed Software.

10) PAYMENT SCHEDULE:

The original payment schedule found under Contract Change Notice 6 in Contract # 071B7700022 is revised to the below schedule. \$95,700.00 has been added to the original Change Notice 6 amount of \$500,000.00 to cover the following requirements: 29224, 29956, 29958, 29963, 30021, & 30069.

Additional funding added to the Contract through this Change Notice							
Requirement #	Cost						
29224	\$19,800						
29956	\$42,900						
29958	\$2 <i>,</i> 640						
29963	\$2,640						
30021	\$1,320						
30069 \$26,400							
Total	\$95,700						

	CRIS Project Revised Payment Schedule		
Timeline No.	Task / Milestone	Revised	Payment Schedule
	Milestone 0: Change Notice Signature by all parties		
0		\$	60,000.00
	Milestone 1: Development Complete/Code Freeze		
12		\$	100,000.00
	Milestone 2: UAT Complete - System Acceptance by the		
28	SOM	\$	100,000.00
	Milestone 3: DXC Training Support Complete		
50		\$	75,000.00
	Milestone 4 - DXC Documentation Deliverables		
51	Complete, approved and accepted - CRM in Production	\$	260,700.00
	Total	\$	595,700.00

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

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

11) EXPENSES:

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

12) PROJECT CONTACTS:

The designated MDCR Agency Project Owner is:

Mary Engelman Michigan Department of Civil Rights 110 West Michigan Ave. 9th Floor Lansing, MI 48906 EngelmanM@michigan.gov 517.335.5723

The designated DTMB Project Owner is: Jim Hogan Department of Technology, Management and Budget Constitution Hall, 3st Floor, North Tower 525 W. Allegan, Lansing, MI <u>hoganj@michigan.gov</u> 517.930.3070

The designated DTMB Project Manager is: Jean Gordon Department of Technology, Management and Budget Romney Building, 111 S Capitol Ave, Lansing, MI 48933 <u>GordonJ15@michigan.gov</u> 517.355.8179

The designated DXC Project Delivery Manager is: Shawn McCubbin Consultant, Dynamics - CRM, DXC Eclipse Kansas City <u>shawn.mccubbin@dxc.com</u> 816.461.3944

13) AGENCY RESPONSIBILITIES:

- Provide conference rooms for the meetings and working sessions.
- Provide decision making managers to resolve any conflicts in the requirements.
- Complete all assigned tasks as specified in the Project Plan, Timeline & Milestones section of this document

14) LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

The majority of development work will be conducted remotely. However, if onsite access is needed, Consultants will work at the State premises located at:

1. Cadillac Place building, 3024 W. Grand Boulevard - Suite L-500 and/or 3rd Floor, Detroit, Michigan.

2. Capitol Tower building, 110 West Michigan Ave. 8th or 9th Floor, Lansing, Michigan.

3. Victor Center building, Victor Building, 201 N. Washington Square, 9th Floor – Ste. 900, Lansing, Michigan.

Travel time and expenses are included in the Services costs. Onsite visits will be scheduled four weeks in advance and will only occur in the Detroit or Lansing location within the same week.

15) EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

No overtime will be permitted.

16) PROJECT PLAN, TIMELINE, & MILESTONES

#	Task	Duration	Start Date	End Date	Dependency	Assigned To	Comments/Notes
# 0	Milestone 0 - Change Notice	(Days) 1	11/1/2019	11/1/2019	Dependency	Assigned To	Comments/Notes
U	Signature by all Parties	1	11/1/2015	11/1/2015		DXC/MDCR	
0.1	Project Startup	1	11/4/2019	11/4/2019	0		Set up status meetings, communication
						DXC/MDCR	plan, logistics, etc.)
0.2	Finalize design	2	11/4/2019	11/5/2019	0.1	DXC	
0.3	Design Review	1	11/6/2019	11/6/2019	0.2	DXC/MDCR/DTMB	Review final design for complex items in Appendix A, B, C
0.4	Design Updates based on Feedback	1	11/7/2019	11/7/2019	0.3		Updates to FDD for complex items in
						DXC	Appendix A, B, C as needed
0.5	Design Approval	1	11/8/2019	11/8/2019	0.4		Approve updated Functional Design
0.6	Provide list of documents and	1	11/8/2019	11/8/2019		MDCR/ DTMB	Document
0.6	forms to be updated in DCP	1	11/8/2019	11/8/2019		DXC	
1	DXC Development	30	11/11/2019	1/3/2020	0.1	DXC	Scope as specified in Appendix A, B, C
1.1	DXC Web Integration	21	11/11/2019	12/1/2019			Expose Dynamics CRM APIs, instruct and support DTMB on methods to use, update the fields necessary for receipt of information, and provide supporting
						DXC	documentation
1.2	API development	28	12/2/2019	12/29/2019		DTMB	
1.3	DCP Development	63	11/11/2019	1/13/2020		DTMB	
2	Promote solution to Test	1	1/3/2020	1/3/2020	1		
	Environment					DXC	
3	Build Review	2	1/6/2020	1/7/2020	1,2	DXC/MDCR	Two 1/2 day remote sessions to review build for complex items
3.1	Knowledge transfer	72	1/3/2020	3/15/2020		DXC/ DTMB	
4	Bug fix / Updates (if needed)	1	1/8/2020	1/8/2020	3	DXC	Based on feedback from Build Review
5	Final Approval - Build Review Items	2	1/9/2020	1/10/2020	4	MDCR	Review and approve fixes/updates made
6	DTMB pre-work on support procedures, etc.	TBD	11/11/2019	1/10/2020	0	MDCR	
7	Pre-training tasks (preparation for formal training)	TBD	11/11/2019	1/10/2020	0	MDCR	Five days spread over three week period, in parallel with development

8	Re-visit existing training materials	5	11/11/2019	1/10/2020	0	MDCR	10 days spread over six week period, in parallel with development
9	Update and finalize existing training materials	10	11/11/2019	1/10/2020	0	MDCR	10 days spread over eight week period, in parallel with development
10	Development of training videos	10	11/11/2019	1/10/2020	0	MDCR	Five days spread over eight week period, in parallel with development
11	Documentation on business rules that apply to CRIS	5	11/11/2019	1/10/2020	0	MDCR	
12	Milestone 1 - Development Complete/Code Freeze	1	1/10/2020	1/10/2020	1, 5	MDCR	Dev complete, unit testing complete, documentation updated, code freeze
13	Promote solution to Test Environment	1	1/10/2020	1/10/2020	12	DXC	
14	Set-up conditions for testing open items that are dependent on the full data refresh	1	1/13/2020	1/13/2020	14	DXC	Turn off CRIS rules prior to starting data imports
15	CMS Data Import to CRIS	7	1/13/2020	1/21/2020	15	DTMB	
16	CMS Data Validation, Functional Testing in CRIS	1	1/22/2020	1/22/2020	16	DTMB/ MDCR	Test / verification of items that were dependent on Full Data Refresh
17	SA Data Import to CRIS	1	1/23/2020	1/23/2020	17	DTMB	
18	SA Data Validation in CRIS	1	1/23/2020	1/23/2020	18	DTMB/ MDCR	
19	MITW Data Import to CRIS	1	1/24/2020	1/24/2020	19	DTMB	
20	MITW Data Validation in CRIS	1	1/24/2020	1/24/2020	20	DTMB/ MDCR	
21	Re-initialize CRIS Rules	1	1/24/2020	1/24/2020	21	DTMB	
22	Training for UAT Testers on new functionality	1	1/27/2020	1/27/2020	22	DXC/MDCR	DXC will conduct onsite training with MDCR support
23	User Acceptance Testing	4	1/28/2020	1/31/2020	23	MDCR/DXC	MDCR will conduct testing with DXC Support onsite
24	Stress Testing within the State's environment	1	1/28/2020	1/28/2020	23	MDCR/DXC	MDCR will conduct testing with DXC Support onsite
25	Regression Testing - Old Items	4	2/3/2020	2/7/2020	23	MDCR/DXC	MDCR will conduct testing with DXC Support
26	UAT Bug Fix / Re-work	2	2/3/2020	2/14/2020	24, 26	DXC	
27	Re-test Bug Fixes	2	2/10/2020	2/14/2020	27	MDCR	Includes promotion of solution with fixed items to Test Environment
28	Milestone 2 - UAT Complete - System Acceptance by the SOM	1	2/14/2020	2/14/2020	28	MDCR	

52	Project Closeout	5	3/23/2020	3/27/2020	51, 52	DXC/MDCR	Project closeout activities (joint effort)
	and accepted - CRM in Production					MDCR	
21	Deliverables Complete, approved	1	5/20/2020	5/20/2020	47		where approval/signon or milestone
51	Support Complete Milestone 4 - DXC Documentation	1	3/20/2020	3/20/2020	49	MDCR	MDCR approval/signoff of milestone
50	Milestone 3 - DXC Training	1	3/20/2020	3/20/2020	34, 35, 36		MDCR approval/signoff of milestone
49	Post Go Live Support	5	3/16/2020	3/20/2020	21	MDCR/DXC	MDCR will triage issues, provide level 1 support, DXC - level 2 support
48	Go Live	1	3/16/2020	3/16/2020	40	MDCR/DXC	
47	MITW Data Validation in CRIS	1	3/18/2020	3/18/2020	46	MDCR/ DTMB	
46	Re-initialize CRIS Rules	1	3/17/2020	3/17/2020	46	DXC	
45	MITW Data Import to CRIS	1	3/17/2020	3/17/2020	45	DTMB	After 6 pm
44	Turn off CRIS Rules	1	3/17/2020	3/17/2020	44	DXC	After 6 pm
43	SA Data Validation in CRIS	1	3/17/2020	3/17/2020	42	MDCR/ DTMB	
42	Re-initialize CRIS Rules	1	3/16/2020	3/16/2020	42	DXC	
41	SA Data Import to CRIS	1	3/16/2020	3/16/2020	41	DTMB	After 6 pm
40	Turn off CRIS Rules	1	3/16/2020	3/16/2020	37, 38, 39	DXC	After 6 pm
39	Re-initialize CRIS Rules	1	3/15/2020	3/15/2020	38	DXC	
38	CMS Data Validation in CRIS	1	3/15/2020	3/15/2020	38	MDCR/DTMB	· · · · · · · · · · · · · · · · · · ·
37	CMS Data Import to CRIS	6	3/12/2020	3/15/2020	37	DTMB	Core data Vs. historical notes (how sunset CMS over a weekend?)
36	Turn off CRIS Rules for Final Data Refresh	1	3/11/2020	3/11/2020	29	DXC	After 6 pm. CMS will no longer be available after 6:00 p.m
35	Template, Pivot Table Training, and Report Wizard Training	2	3/16/2020	3/20/2020	32, 33	DXC	DXC conducts training onsite
34	Management Training - Advanced Query/Find Reporting	2	3/16/2020	3/20/2020	32, 33	DXC	DXC conducts training onsite
33	End-User Training - CRS Users	10	3/9/2020	3/20/2020	32, 33	MDCR/DXC	MDCR conducts training with DXC Support onsite
32	End-User Training Preparation	5	3/3/2020	3/7/2020	29	MDCR/DXC	
31	Final 20% development of training materials	5	2/24/2020	2/28/2020	29	MDCR	
30	Contingency Duration	5	2/17/2020	2/21/2020		MDCR/DXC	
	Environment					DXC	live
29	Promote solution to Production	1	2/14/2020	2/14/2020	29	DVC	Final solution push to production for go

	4-Nov	11-Nov 18-Nov	25-Nov	2-Dec	9-Dec	16-Dec	23-Dec	30-Dec	6-Jan	13-Jan	20-Jan	27-Jan	3-Feb	10-Feb	17-Feb	24-Feb	2-Mar	9-Mar	16-Mar	23-Ma
ilestone									1				2					3,4		
Onsite																				
oliday(s)		Holiday					Holiday	Holiday												
															Contingency	/				
	Design														,					
			DXC	Developm	ent	÷			BR/Updates											
		DXC Web Integ											Remedia	tion						
		Updated forms i																		
		MDCR - Pre-Tr	aining																	
				isit Trainin	g Materials															
						Training Mate														
				MDC		p Training Vi														
								Documentati	on											
						CP Developm	ent													
					API deve	lopment														
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										CMS Data								CMS Data		
											SA Data								SA Data	
											MITW Data								MITW Data	
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17) CONTRACTOR PERSONNEL

1.1 Contractor must:

(a) unless stated otherwise under "**Specifically Required Personnel**," all personnel identified in **Section 4 Contractor Personnel** above, must dedicate their time to this project to complete all assigned tasks in the Project Plan, Timeline & Milestones Section.

(b) upon the reasonable written request of the State, promptly replace any Personnel of Contractor.

(c) Contractor will not remove any Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing 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 Personnel's employment.

(d) It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 1.1**, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):For the Unauthorized Removal of any "**Specifically Required Personnel**" designated in the State and assigns the replacement to shadow the Personnel who is leaving for a period of at least 30 calendar days before the Personnel's removal.

1.2 <u>Payment Does Not Imply Acceptance</u>. The making of any payment or payments by the State, or the receipt thereof by Contractor, will in no way affect the responsibility of Contractor to perform the Services in accordance with this Contract, and will not imply the State's Acceptance of any Services or the waiver of any warranties or requirements of this Contract, including any right to Service Credits.

1.3 <u>Payment Disputes</u> Notwithstanding anything to the contrary, the State may withhold from payment any and all payments and amounts the State disputes in good faith, pending resolution of such dispute, provided that the State:

- (a) timely renders all payments and amounts that are not in dispute;
- (b) notifies Contractor of the dispute prior to the due date for payment, specifying in such notice:
 - (i) the amount in dispute; and
 - (ii) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties;
- (c) works with Contractor in good faith to resolve the dispute promptly; and
- (d) promptly pays any amount determined to be payable by resolution of the dispute.

Contractor shall not withhold or delay any Services or fail to perform any other Services or obligations hereunder by reason of the State's good faith withholding of any payment or amount in accordance with this **Section 1.4** or any dispute arising therefrom.

1.4 <u>Service Level Credits</u>. Contractor acknowledges and agrees that any credits assessed under the Service Level Agreement: (a) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from not meeting the Availability Requirement or the Support Service Level Requirement, which would be impossible or very difficult to accurately estimate; and (b) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract or be payable to the State upon demand. Credits may not exceed the total amount of Fees that would be payable for the relevant service period in which the credits are assessed.

1.5 <u>Right of Set-off</u>. 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.

18) SERVICE LEVEL AGREEMENT

1.1 <u>Milestone Service Level Requirements</u>. Contractor will meet all milestones in accordance with the required times and other terms and conditions set forth in this **Section 1.1** ("**Milestone Service Level Requirements**"), and the Contract.

(a) <u>Foreseen Missed Milestone.</u> If Contractor identifies a milestone will be missed, Contractor will inform the Agency and DTMB Project Managers in writing within 5 business days before the missed milestone.

(b) <u>Milestone Support Requests</u>. The State will classify its Service Delinquency in accordance with the descriptions set forth in the chart below (each a "**Milestone Support Request**").

Support Request Classification	Description:
Critical Service Delinquency	A milestone is missed by more than 20 business days
High Service Delinquency	 A milestone is missed by between 15 and 19 business days
Medium Service Delinquency	 A milestone is missed by between 10 and 14 business days
Low Service Delinquency	A milestone is missed by between 5 and 9 business days

(c) <u>Resolution Time Service Levels</u>. Resolution times will be measured from the end of the initial milestone date to the Resolved date, in the case of Resolution time. "**Resolve**" (including "**Resolved**", "**Resolution**" and correlative

capitalized terms) means that, as to any Service Delinquency, Contractor has completed the milestone and the State has confirmed such completion and its acceptance thereof.

Support Request Classification	Service Level Credits	
	(For Failure to Meet any Milestone Within the Corresponding Required Resolution Time)	
Critical Service Delinquency	Fixed fee for the milestone payment will be \$0.	
High Service Delinquency	Ten percent (10%) of the fixed fee for the milestone payment.	
Medium Service Delinquency	Five percent (5%) of the fixed fee for the milestone payment.	
Low Service Delinquency	Three percent (3%) of the fixed fee for the milestone payment.	

(d) Scope Changes. Any changes to the scope of work as defined in Appendix A, B or C by the State will result in a change order with additional cost and/or timeline impacts. All Service Level Agreements for the Milestones are considered void and must be re-established when/if a new project schedule is established.

(e) Delays. If the State does not complete any task in the required time as defined in the Project Plan, Timeline and Milestones Section of this contract, all Service Level Agreements for the Milestones are considered void and must be re-established when an updated project schedule is created and agreed upon. If Customer delays result in a timeline extension, a change order will be required to document the change in timeline and may result in additional cost. This section is void is if State delay is caused by DXC.

(f) Testing, Acceptance and Credits. User Acceptance Testing (UAT) of all functionality for the Software and any other required modules will be tested by the State in a timely manner as per the acceptance criteria set forth in this Change Notice. User acceptance testing will adhere to the agreed upon published project schedule. Testing delays caused solely by the Contractor shall result in service credits for the State, as outlined in **Section 1.1 (c)**. Further, testing delays directly attributed to the Contractor failing to meet the published standard of promptness for defect resolution necessary for continued user acceptance testing shall result in service credits for the State, as outlined in **Section 1.1 (c)**. However, Contractor's failure to perform UAT in accordance with the acceptance criteria outlined in this Change Notice will be excused if Contractor's delay is caused by the act(s) or omission(s) of the State, its designees, or a State third party contractor performing obligations on behalf of the State under this Change Notice or the associated Agreement, but only if the Contractor promptly notifies the State of such act(s) or omission(s) and its inability to complete UAT under such circumstances.

(g) The State and DXC with mutual agreement can extend the timeline as needed. SLAs will be modified to reflect these extensions.

1.2 <u>Service Level Credits</u>. Failure to achieve any of the Milestones will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section 1.1(c)** ("**Service Level Credits**") in accordance with payment terms set forth in the Contract.

1.3 <u>Corrective Action Plan</u>. If two or more High Service Delinquencies occur in any thirty (30) day period unless as a result of delays caused by the State, the Contractor will promptly investigate the root causes of these Service Delinquencies 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 unless delays are caused by the State.

Appendix A: Requirements

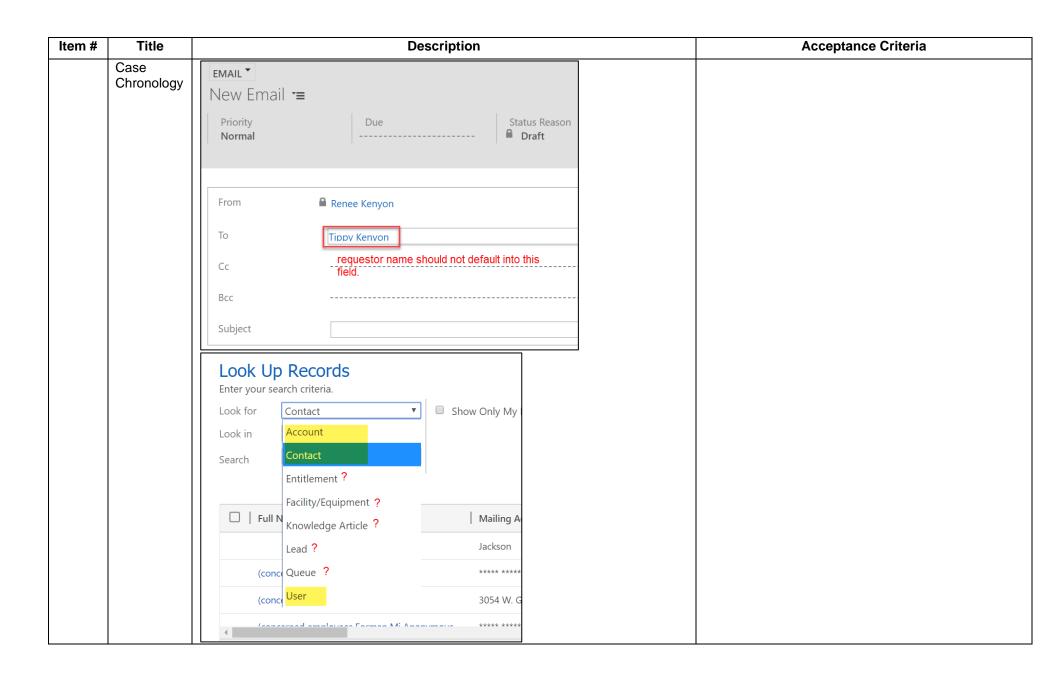
Item #	Title	Descripti	on	Acceptance Criteria
Item # 29221	Title Update Outreach Education Case Closing/Adj ustment Codes	Description Limit/filter O&E Closing codes to: Generic (with adjustments) - see list below. Generic/No Further Action (no adjustments) Created In Error (no adjustments) Current O&E Closing Codes in CRIS are incocodes are not the same thing SR1 - Generic Closing SR2 - Created In Error Attendance/Participants Communication (Correspondence, Joint Stateme Evaluation Score Generic/No Further Action Legislative MCRC Resolution	Outreach & Education Outreach & Education Outreach & Education	 Separate Adjustment codes into the adjustment entity Only 3 Closing codes should exist in the Closing code Entity
		Media Referral (Advocate, Attorney General, Law Enforc	Outreach & Education Outreach & Education	
		Training	Outreach & Education	
		Training (MDCR)	Outreach & Education	
		O&E codes need to be filtered		

Item #	Title	Description	Acceptance Criteria
		Lookup Record × Enter your search criteria. Look for Look for Closing Code Look in Closing Code Lookup View Search Search Active Closing Codes as separate option just as MITW and SA codes are listed separately Closing Code Lookup View Closing Codes Closing Code Lookup View Search Name Inactive Closing Codes Closing Codes Comments Closing Codes E00 E01 MITW Closing Codes E02 Service Animal Closing Codes E00 E03 - Untimely for MDCR and / or EEOC E0 Build out adjustment/action items relative to Generic Closing Code. Adjustments	
		(multiples permitted) Filter adjustment codes on O&E Adjustment Codes.• Attendance/Participants• Referral• Communication• Advocate• Correspondence• Attorney General• Joint Statement• Law Enforcement• Press Release• MDCR Intake• Testimony• Mediation• Evaluation Score• Services• Legislative• Training• MCRC Resolution• Training (MDCR)• Media	
		ADJUSTMENT CLOSING CODE : INFORMATION New Adjustment Closing Code =	

Item #	Title	Description	Acceptance Criteria
Item #	Title	Lookup Record Enter your search criteria. Look for Adjustment Code Look in Adjustment Code Lookup V System Views Active Adjustment Codes Adjustment Code Lookup View Name Inactive Adjustment Codes Admit MITW Adjustment Codes Service Animal Adjustment Codes	Acceptance Criteria
		Abbr. adjustment:	
		Comm - CorrespondenceComm - Joint StatementComm - Press ReleaseComm - Testimony	
		Ref - Advocate Ref - Attorney General Ref - Law Enforcement Ref - MDCR Intake Ref - Mediation Ref - Services Ref - Training	

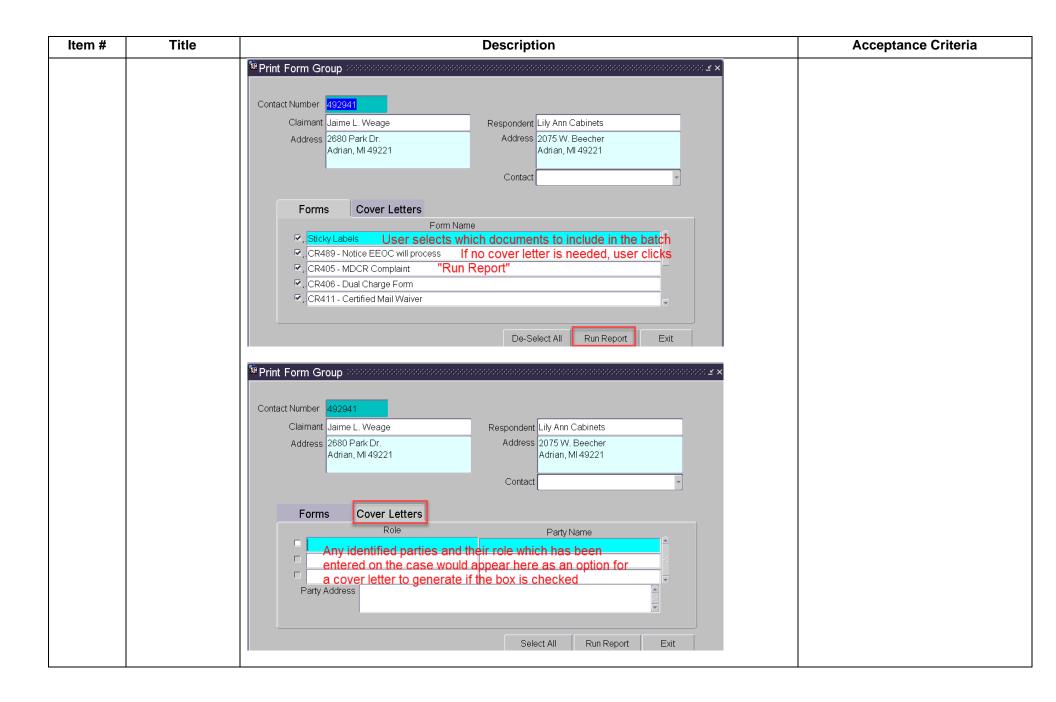
Item #	Title	Description		Acceptance Criteria
29224	Crisis Case Build-out (related to REQ- 400/REQ- 411)	On a Crisis Response Case, build areas/fields to c incident. Primary Bias field would have underlying bias reported. Should also support a text field to c remediation effort. Case report form to report out requestor, dates, etc. Incident Narrative Field - bigger than the Description Type(s) of bias being reported: (field that aggregat Category Type(s) [Ex. Racial (Anti-Asian, Anti-Black, etc.); Religious Remediation Narrative Field - Text box to report ac Need fields to capture the following on a Crisis Ca * Number of Victims: ## * Number of Incidents: ## * Number of Offenses: ## * Number of Offenses: ## * Number of offenses: ## * Number of potential victimizations: ## * Is this incident On-going: Y/N * Date(s) of incident (from-to) with time field	y multi-select options to narrow scop capture narrative form of incident an criteria and narrative, case owner, on line. (Unlimited expanding text b tes selection(s) below based on Lea c (Anti-Buddhist, etc.), etc.] ctions taken/to be taken	be of dCases with fields identified in the Discussion Items Document2. Include in form main case information and Closing Code Subgrid for easy access.ox)3. No additional views or custom reporting is
		 Victim Type: Multi-Select Business Government Individual/Person(s) Law Enforcement Other Entity Other Property Religious Institution Residence School 	 * Offender Type: Multi-Select * Adult * Business * Elected official * Government/Official * Group * Individual * Law Enforcement Agent/Agency * Media * Organization * Other * Teacher/Administrator 	,

Item #	Title	Description		Acceptance Criteria
		* Society/Public * Vehicle	* Unknown * Youth	
		 * Racial (check box w/multi-select options) * Anti-American Indian/Alaskan Native * Anti-Arab * Anti-Asian * Anti-Black * Anti-Hispanic or Latino * Anti-Multi-Racial Group * Anti-Native Hawaiian/Pacific Islander * Anti-Other Race/Ethnicity/Ancestry * Anti-White * Anti-National Origin 	 * Religious (check box w/multi-selec * Anti-Buddhist * Anti-Catholic * Anti-Eastern Orthodox * Anti-Islamic/Muslim * Anti-Jehovah's Witness * Anti-Jewish * Anti-Multi-Religious Group * Anti-Other Christian * Anti-Other Religion * Anti-Protestant * Anti-Sikh 	t options
		* Sexual Orientation (check box w/multi-select options) * Anti-Bisexual * Anti-Female Homosexual * Anti-Heterosexual * Anti-Male Homosexual * Anti-Gay/Homosexual	 * Disability (check box w/multi-select * Anti-Mental Disability * Anti-Physical Disability 	t options)
		* Gender/Sex (check box w/multi-select options) * Anti-Female * Anti-Male * Anti-Transgender/Gender Identity/Expressi	ion	
29243	Remove case Requestor as default recipient of an email created from the	When creating an Email activity from the Case C "To" field defaults to the case "Requestor" which		1. Default all "To" fields within Case Chronology to blank when creating a new activity



Item #	Title	Description	Acceptance Criteria
Item # 29956	Title Batch printing option for documents needed	Description The following documents need to be grouped for batch printing on a case: 1. MDCR Complaint Form and Certified Mail Waiver Form 2. EEOC Complaint Form and Certified Mail Waiver Form 3. Investigative Report Document Batch - Investigative Report Document Batch - Investigative Report - Exit Interview CMS screenshot of Investigative Report document "batch" Investigative Report Constraint of Investigative Report Exit Interview Generative Interviews Address Address Address Address Address Address Address Address Print Analysis	 Need ability to generate and print 6 "batch" document sets. Create 6 new document name record in CRIS for the user to select from the Document lookup Expose all fields needed for user input related to each batch type Configure DocCorePack to allow document generation at one time Configure workflow that sends document to sharepoint to send 1 pdf file with all documents included in the batch Re-configure the witness interview entity to be part of the investigative report batch. Batches need to run in final mode only. Adjust all documents as needed to accommodate the changes Adjust existing workflow that writes records into chronology to include all the document names included in each batch A generic cover letter should be an option available with all batch printing.
		 6. Batch Print – Docketing MDCR Only Complaint MDCR Notice of Formal Complaint – Claimant (CR414) MDCR Notice of Formal Complaint – Respondent (CR415) 	11. File Names included in each batch are as follows:

Item #	Title	Description	Acceptance Criteria
Item #	Title	Description Each of the above-listed documents should have the ability to be generated separately, but will be stored collectively into 1 document on SharePoint. CMS Batch Print screens: Forms-Letters Admin Miscellaneous Reports Help Window Service Center Investigation Referral Qutreach and Education Qutreach and Education FOIA Records Center Subpoena Forms Statement of Concern Complaint Form Eederal Form Notice EEQC	 Acceptance Criteria Batch 1 (MDCR Complaint Batch): MDCR Complaint Form and Certified Mail Waiver Form Batch 2 (EEOC Complaint Batch): EEOC Complaint form and Certified Mail Waiver Form Batch 3 (Investigative Report Batch): Investigative Report, Witness Interviews, Exit Interview Batch 4 (Docketing Timely EEOC Dual Filed): MDCR Notice of Formal Complaint - Claimant, MDCR Notice of formal Complaint - Respondent, EEOC 131-A, EEOC Notice of Complaint to
		Medical Release - CR409 Interrogatories - CR434 Department Order - CR463 Notice of Formal Complaint · Labels Print Forms in Batch	 Claimant Batch 5 (Docketing Timely/Untimely EEOC Dual Filed): EEOC 131-B, EEOC Intake Notice to Parties - Claimant, EEOC notice to Parties - Respondent Batch 6 (Docketing MDCR Only Complaint): MDCR Notice of formal Complaint - Claimant, MDCR Notice of Formal complaint - Respondent



Item #	Title	Description	Acceptance Criteria
		Upon execution of a batch print, the associated PDF or other files must be stored in the SharePoint document library and referenced in the case chronology, identifying who executed the batch print and which forms/components are included in the batch print.	
29958	Reconsideration Extension Screen - need the ability to create a new activity from this screen that write to the Case Chronology on the Case	HAKIMS1 08/16/2017 11:55 AM Form / Letter • Need the ability to create a new activity (note, email, task, etc.) from the Reconsideration screen that writes to the Case Chronology on the Case. • Reconsideration Need the ability to enter a new activity (note, email, task, etc.) on the Case from this Reconsideration screen - don't want to navigate away into Case screen to do this • Reconsideration Type* SOC • Requestor Tippy Kenyon • Requestor Tippy Kenyon • Bate of Harm Case Reopened Date	 When Reconsideration record is opened, automatically create an activity record on the related case that will indicate the Recon Process has started. Expose MDCR Notes entity for Recon and display on a grid Write workflow that will copy the note from Recon entity notes into the case Chronology notes
29959	Referral Cases- multi select service	Need the ability to select more than one referral Account record at a time from the Lookup Record screen for a Referral case. Referral Letter generated on case needs to contain all agency names and contact information selected from the Lookup	 4. Mirror the activity options on Recon entity, tasks, notes, emails, etc 5. Create a workflow that will create a new record in the recon notes when a reconsideration letter is entered on the related case 1. Needs to be able to select multiple Services provided, instead of one at a time

Item #	Title	Description	Acceptance Criteria
	organizations rather than 1 at a time	Lookup Record × Enter your search criteria. Image: Construction of the	2. Need to see detail records on the case subgrid from the related service account account name, service provided, address 1, city
		36th District Court - Legal Assistance / Review Detroit Les Access to Justice Center - Legal Assistance / Rev Lansing Les American Center for Law and Justice - Legal Ass Washington Les American Civil Liberties Union - Legal Assistance Birmingham Les American Civil Liberties Union - Legal Assistance Birmingham Les American Civil Liberties Union - Legal Assistance Particle Les American Civil Liberties Union - Legal Assistance Birmingham Les American Civil Liberties Union - Legal Assistance Particle Les	
		New Add Cancel Remove Value RE: MDCR Referral Case#: 618633 Dear Tippy Kenyon: Thank you for your inquiry to the Michigan Department of Civil R following agency or agencies may be better able to assist you with Access to Justice Center 313 W. Kalamazoo Street Lansing, MI 48933 Telephone: (517) 394-3121 Referral letter should contain all selected Account records for the referral case	
		Kalamazoo County Bar Association 136 E. Michigan Ave. Kalamazoo, MI 49007 Telephone: (269) 381-4693	
29962	Race and Date of Birth information should populate in the Basis entity when Race or Age is selected for an issue	For Complaint Issue cases, on the Basis screen, if "Age" is selected the system should calculate the requestor's age from the date of birth already entered on the Contact Record of the case Requestor and populate the "Age at time of incident" field.	 Create N52 formula that will populate the age and race at the time of the incident based on pre- populated birthday on contact record. N52 formula should have a pop up that warns the user if the age or race is missing

Description	Acceptance Criteria
ISSUE BASES : INFORMATION New Issue Bases ™	3. Formula fires when issue basis is initially created and when Issue date changes
⊿ General	4. When the basis is opened the system formula will re-execute and update on active records update if
Basis * Age Auto-populate this information based on DOB entered on Age at Time of Incident *	the dob or race has changed.
Case Issue * Enforcement - Complaint Issue - Tippy Kenyon - 610126 - Discharge	
Issue * Discharge	
Complaint Area * 🔒 Employment	
case issue : INFORMATION Enforcement - Complaint Issue ™=	
Case * Enforcement - Complaint Issue - Tippy Kenyon - 610126	
Issue * Discharge Issue Date * 9/1/2019 DOB for case requestor "Tippy Kenyon" is contained on the Contact Record for "Tippy Kenyon"	
Days Since Issue Date a 44 Additionally, if "Race" is selected as a basis, information from the Race field in the Case Details window of the Summary section should auto-populate in the "Race" field on the	
Daj Add Deta	ue Date* 9/1/2019 ys Since Issue Date a 44 itionally, if "Race" is selected as a basis, information from the Race field in the Case

Item #	Title	Description	Acceptance Criteria
		CASE ▼ Enforcement - Complaint Issue - Tippy Ken マロ	
		CASE DETAILS Case Type Complaint Issue	
		Department Enforcement	
		Requestor* Tippy Kenyon Case Account Sherman Lake Animal Condos	
		Initial Contact Mail Preferred Method of Method Contact	
		Case Source Claims by others Status Active	
		Tracking Tags Closed Date	
		ISSUE BASES : INFORMATION	
		New Issue Bases ™	
		▲ General	
		Basis * Race	
		Race Auto-populate race of requestor from field on Case Details	
l		Case Issue * Enforcement - Complaint Issue - Tippy Kenyon - 610126 - Discharge	
l		Issue * Discharge	
1		Complaint Area * 🔒 Employment	

Item #	Title		Des	scription			Acceptance Criteria
29963	Add Bases column on Issue list for a case		in the Complaint Issues s sue listed should exist so a en				 Create process that will roll up the basis codes up to the issue Create process that will roll up the issues and basis codes up to the
			dd Basis column listing b ssue line	bases for each			case
		lssue ↑	Issue Date	Days Since Iss	Specific Allegatio	r	3. Possible downstream effect for DCP if entity relationship needs to
		Discharge	4/4/2016	1,143	On April 4, 2016	1	change in order to accommodate
							4. 3 views will be updated to list the additional data. MDCR Enforcement Cases, Active Cases, All Cases
							5. Data Migration Impact for historical purpose
							6. System will allow user to see as many bases from the case as are relevant to any given issue.
30021	Make Look Up in "Other Party" field for all Documents a look up to records	lookup table shoul Connections entity on a record in the	cuments (i.e. letters, with ld be populated with the C y. If class characteristic, Connections entity, the n saving to SharePoint.	Contact Records role, or other ide	connected to the ntifying informati	case in the on is updated	1. Other party needs to look up into existing case connections and filter on associated accounts and contacts by case.
	connected to the case	case ▼ Enforcement - 0	Complaint Issue - Tippy	Ken 📹		Case ID 610131	
		▲Connections	The connected records should be pop the "Other Party" field when creating and updates to class characteristics a should update on case documents no	documents on the case and identifier information			
		Connected To 🛧	Role (To)	Class Characteristics	Identifier	Description	
		🔚 David Buday	Attorney - for claimant				
		Joe Cool	Witness - from claimant	Bi-racial	Decision Maker		
		🔚 Lucy VanPelt	Witness - from claimant	test class characteris	tic test identifier		

ltem #	Title	Description	Acceptance Criteria
		DOCUMENTS, FORMS, AND LETTERS : INFORMATION Status New Documents, Forms, and Le Taft	
		• CRIS Generated Forms & Letters © deland County 1200 N. Telegraph Road c/o Ruth Allen Pontiac. MI © Locument Name © Store Precial Store Pherry Bound County Store Pherry Bound County Community College District Store Pherry Bound County Community College District Store Pherry Bound County Community College District Store Pherry Bound County Count Control County Store Pherry Bound County Count Control County Store Pherry Bound County Count Control Count C	
		Account Name Special or RA Kalamazoo Valley Community College SPECIAL St Joseph Mercy Hospital SPECIAL	

Item #	Title	Description	Acceptance Criteria
Item # 30069	Title Expanding Text fields should open in new window for typing and editing	Description On a case, need the ability to open text fields which expand and hold large amounts of text in a new window/editor so all text can be seen. In CMS: In CMS: Image: Contact Issue Contact Issue Image: Contact Issue Contact Issue Image: Contact Asi922 Respondent Compatico Inc. Contact Date Discriminators Discriminators Date Issue Discriminators Discharge 06/23/2017 Veride Date Invalid Basis Identified Parties Docs Status Type Exhibit ID Provided By Pertains To Have Have	Acceptance Criteria1. Create a Custom code web resource that will expand the textbox into a larger box so the user has more physical space for drafting2. Grammar and font editing options are not available. Textbox editing will be plain text only3. Spell check will function equivalently to the rest of the CRIS system4. Pop-out box will have "OK" and Cancel" buttons
		Claimant answer Documentation fr R1 Documentation fr R2 User highlights text box to be Description of Document expanded in an Editor text box Actual Date Text On May 21, 2017, the claimant was involved in a car accident and provided the respondent with all required medical medical documentations. On June 23, 2017, the claimant was discharged by the respondent's Caucasian HR president with no reason given. The claimant believes his race was a factor in his discharge. OK Cancel Search	

Item #	Title	Description	Acceptance Criteria
30076	Product List - Lock out Service Animal (SA) patches and ID card from non- Service Animal team members	In the Product Lookup table, the following products need to be filtered so they are not used by non-Service Animal team members: Service Animal Small Patch Service Animal Large Patch Service Animal ID Card	 Create filterable views for the product lookups that contain department areas. Create product categories to allow visibility into what products belong to which departments (areas).
			3. No physical security will be added to limit the use. The filterable views will make it easier for the user to find the product they're looking for, but not restrict entirely from selecting.
30084	Add "Review Date" column to My Resolved Cases and Resolved Cases view	Add "Review Date" from closing code entity as a column on the My Resolved Cases view and Resolved Cases view (only on closed cases). The addition of columns with "Closed Date" and "Closing Code" information is also needed for these views. (See 296677 below for screenshots)	 Create a N52 or workflow process that will update the review date on the case. Review date should populate into case level Views to be updated to include Review Dates are: Resolved Cases and My Resolved Cases Data Migration impact. Review Date will need to be migrated to the
29667	My Resolved Cases view needs a column with "Closed Date" and "Closing Code"	On the "My Resolved Cases" view, replace the "Initial Contact Method" column with "Closed Date" and add a column with "Closing Code" information. "Closed Date" and "Closing Code" information columns are also needed in the "Resolved Cases" view.	 case level 1. Update My Resolved Cases view with Closed Date, Closing Code, and Review Date 2. Update Resolved Cases view with Closed Date, Closing Code, and Review Date
		□ Case Title ↑ Case ID Initial Contac Requestor Cre ● Enforcement - Complaint Issue - Alejandra S. Wa 449701 Web Alejandra S. Watson ↓ Enforcement - Complaint Issue - Angie Thomas 460100 Telephone Angie Thomas	 Note, These are the same views being updated on Item number 30084
		C Enforcement - Complaint Issue - Antone Howlett 445491 Telephone Antone Howlett	

Item #	Title	Description	Acceptance Criteria
		→ Resolved Cases Same column of information needed for this view as the "My Resolved Cases" view. Columns needed are Closed Date, Closing Code and Review Date Search	
		□ Case Title ↑ Case ID Initial Contac Requestor Created Date	
		Enforcement - Audit Request - Michael B. Boisve 610133 Mail Michael B. Boisvenu 5/30/2019 2:09 PM	
		Enforcement - Audit Request - Michael B. Boisve 610134 E-mail Michael B. Boisvenu 5/30/2019 2:12 PM	
		Enforcement - Complaint Issue - (concerned em 481878 Mail (concerned employee) 8/3/2017 4:00 AM	
30295	Ability to generate and print Address Labels from within CRIS. REQ-488/9596	Ability to generate and print Address Labels from within CRIS. At the time of mailing a new complaint to the parties, Ad Support print labels with each label containing different information, such as: MDCR case number, mailing information for both parties, complaint area and federal numbers. Labels run in CMS are printed on an Avery 2160 Mini-Labels and display the following: The first label window contains the Case Number in large bolded numbers The second and third label windows contain the Respondent (Account Record) mailing information The third and fourth label windows contain the Claimant (Requestor) mailing information The fifth, sixth and seventh label windows display 4 lines of case information as follows: MDCR Case # Complaint Area acronym and Federal Number if applicable (EEOC or HUD) Requestor Name screenshot of the information printed on each label shown below.	 Generate mailing labels using DocCorePack and Avery label template 2160 Mini-Labels in Word. Create Document for mailing labels in CRIS First Label: Case Number in large Bold letters Second and Third Label: Respondent (Account) mailing information Fourth and Fifth Label: Claimant (Requestor) mailing information Sixth, Seventh, and Eighth Label: Display the same 4 lines of case info: MDCR Case # Complaint Area acronym and Federal Nbr if applicable (EEOC or HUD) Requestor Name
			Account Name

Item #	Title	Description	Acceptance Criteria
		495077	
		MacLellan Integrated Services, Inc. Human Resources 3120 Wall St, Suite 100 Lexington KY 40513	
		MacLellan Integrated Services, Inc. Human Resources 3120 Wall St, Suite 100 Lexington KY 40513	
		Ms. Charlene Lust 20010 Chapel Street Detroit, MI 48219	
		Ms. Charlene Lust 20010 Chapel Street Detroit, MI 48219	
		Contact# 495077 EMP_23A-2019-00597C Charlene_Lust MacLellan Integrated Services, Inc.	
		Contact# 495077 EMP 23A-2019-00597C Charlene Lust MacLellan Integrated Services, Inc.	
		Contact# 495077 EMP 23A-2019-00597C Charlene Lust MacLellan Integrated Services, Inc.	

Item #	Title	Description	Acceptance Criteria
30600	Development of one (1) integration with existing MDCR Website forms including "File a Discrimination Complaint", "Request Information" and "Request	Development of one (1) integration with existing MDCR Website forms including "File a Discrimination Complaint", "Request Information" and "Request Training" As a MDCR constituent, I need to be able to submit a request via one of the identified web forms, which will integrate into the CRIS Dynamics 365 system, so that it can be addressed by MDCR staff via business workflows within CRIS. •File a Discrimination Complaint •https://taxinfo.unemployment.state.mi.us/MDCR.Civil.Rights/CMSWebPortal/ComplaintReq uest.aspx	 DXC will expose the base API calls in MS Dynamics, and if needed will create customized API calls to allow the SOM web services to utilize the API calls for storage of the web form fields in the CRIS database (read/ write/ update) Code Review, Testing and Deployment Support
	Training"	 Request Information https://taxinfo.unemployment.state.mi.us/MDCR.Civil.Rights/CMSWebPortal/InformationRequest.aspx Request Training https://taxinfo.unemployment.state.mi.us/MDCR.Civil.Rights/CMSWebPortal/OERequest.aspx 	 Adjust CRIS Case Types and Contact Types to accommodate new values to identify Web records Create new field to hold description information from the Individual and protect the data from
		px When a web form is completed and submitted on the MDCR website, the information on the form is transferred into CRIS. A "Web Case" is created and put in the appropriate queue for Administrative Support staff to review. The requestor name and existing cases are searched and reviewed for duplicates. The Administrative Support colleague makes any necessary corrections to fields integrated into CRIS from the web form and assigns the case appropriately for further processing.	5. A unique CRIS reference number will be sent back to the webform and be displayed to the submitter
		No data duplication check is needed, web interface will create 1 case and 1 contact for each record. CRIS will send case number to web app	

Item #	Title	Description	Acceptance Criteria
29082	Make "Case Chronology" the default view when expanding the Case Chronology entity and change the information	The current default view for the expanded Case Chronology is "Open Activity Associated View" and it does not display all information chronologically in one view. The user needs to be able to scroll through the activities and read full "notes" without having to go back and forth opening each individual activity to do so. Users need to see all activities (open, completed and canceled.)Please change the default view to "Case Chronology " and change the columns of information in this view to the following in order starting from the left:Actual StartActivity TypeOwnerSubjectNoteDate CreatedStatus	 Create a new custom subgrid with all activities including notes and make it the default, not chronology separate from activities as it is today. Create new multi-line field for notes
	columns in the view	CASE Case ID	
		Enforcement - Complaint Issue - Tippy Ken 📹	
		Open Activity Associated View This is current default view that displays when the Chronology of Activities expanded grid is selected	
		All Activities	
		All Activity Associated View All Planning Activities Associated View Subject ↑ Date Created Due Date Activity State	
		Case Chronology this should be default view Closed Activities	
		Closed Activity Associated View Last Activity	
		My Activities My Closed Activities	
		My Open To Do's No Activities found for this Case. Select Add (+).	
		MDCR NOTE : INFORMATION Priority Call from claimant '= Normal	
		▲ General	
		Note Type Contact With Requestor	
		Subject * Call from claimant	
		Actual Activity Date 9/11/2019	
		Regarding Fenforcement - Complaint Issue - Tippy Kenyon - 618633	
		The full note text needs to display in a	
		MITW Notes column on the Case Chronology view.	
		PDODDBHH Notes ******	

Item #	Title	Description	Acceptance Criteria
29084	Need SharePoint hyperlink for uploaded docs in Case Chronology the same as the hyperlinks for CRIS generated documents	A hyperlink to SharePoint is needed from the Case Chronology for uploaded files. This already exists for CRIS-generated documents but not for uploaded documents. When a user clicks on the Uploaded File record in the case chronology, the document description window should open and the SharePoint hyperlink should be available. • Chronology of Activities	 See link on chronology notes for document uploaded Document Name and Date uploaded needs to appear on the entry in MDCR Notes

Item #	Title	Description	Acceptance C
		MDCR NOTE : INFORMATION Priority Due Da	
		Document Uploaded - Memo '≡ ^{Normal}	
		General opened from the Case Chronology. There needs to be a hyperlink to the document in the window	
		Note Type Document Uploaded	
		Subject * Document Uploaded - Memo	
		Actual Activity Date 10/15/2019	
		Regarding * 🖌 Enforcement - Complaint Issue - Tippy Kenyon - 610131	
		Note	
		*MITW Notes	
		♥DODDBHH Notes 🚔 ******	
		Owner * & Renee Kenyon	

Item #	Title	Description	Acceptance Criteria
29097	The Cases entity search results view needs additional columns of information so essential case information can be seen	In CRIS, when searching from the Cases entity, the Search Results View needs to have the following columns of information: Case ID Case Title Case Title Case Type Requestor Case Account Created Date Process Stage Complaint Issue Area Complaint Issue Area Complaint Issues Status (Active/Resolved), Case Owner Owner Manager Closing Date Closing Date Closing Code Award Amount HUD # HUD Type EEOC # EEOC Type This will allow users to see the essential information of a case when viewing search results. Current search results view in following screenshot:	 Update the MDCR Enforcement Cases, Active Cases, and All Cases views with rolled up Issues and Basis Codes This is dependent on functionality built on Item number 29963
		Search Results * Promote Original Status Original	

ltem #	Title			Descripti	on		Acceptance Criteria
		Cuery Results		-		3 A X	
		Key? Contact#	Туре	Claimant/Customer	Respondent	Contact Date	
		₩ 483038	Complaint Issue	White, Steven	Grand Rapids Police Department	nt 09/28/2017 -	
			-				
		Area Law Enford		Issue/Bases Law Enforcement, B	Black or African American, Appointn ace), Arrest (Race)	nent, GR	
		Process Investigation	on	Case Worker Fields, Melissa	ice), Arrest (Race)		
		Close Open		Supervisor Moody, Stacey			
		Award		HUD Type	HUD	#	
		Close Type		EEOC Type	EEOC#		
		_					
30072	Outreach section of Case	include this info	ormation in a	column on the Event	cator under "This is a bage for the case betw		nd
	Form - add field in General section for "Notification	(This is a recur	rring event?) a	and Topic			1. Add Notification Factors Y/N to the case form event subgrid
	Factors" yes/no						2. Place field after the "This is a Recurring Event" field

Item #	Title	Description	Acceptance Criteria
		Outreach Add "notification factor" yes/no indicator information column Created On Event Start Da Event End Dat Event Type Status Expected Atte Expected Cost Actual Attenda Actual Cost Location This is a recurr Topic 7/23/2019 1: 9/20/2019 9: 9/20/2019 5 Presentation Active 200 No Generi **Note the "Notification Factors" field as stated above has been added. See below EVENT : INFORMATION Michigan Department of Education - Asse "=	
		General Does this event need * No to be approved? Event Type * Speech Event Start Date * 7/24/2019 9:00 AM Service * Assembly K-12 This is a recurring event No Topic Notification Factors No	
30208	MDCR Fact Finding Resolution Conference Report needs to Sort by CRI, filter criteria added and text fields added for Excel report	 This report-SSRS (MDCR Fact Finding Resolution Conference Report) needs to be sorted by Civil Rights Investigator (CRI) name. Additional filter criteria should be entered to populate based on Manager = current user. Add "CRM:" at top left of page for manager name Standardized report name and time period header should be added as follows: Report Name (in this instance "Fact-Finding Resolution Conference/Onsites Conducted" "Time Period from dd/mm/yyyy to dd/mm/yyyy" 	 Sort report data by Civil rights Investigator Add date parameter values on the report Create filter criteria for manager = current user Add column for CRM: and add the name of the manager Report should be locked down to managers only

ltem #	Title			Des	cription		Acceptance Criteria
		Fact-F		on Conferences/On n dd/mm/yyyy to dd/r	nm/yyyy	Name	
		CRI MD		RESPONDENT	APPOINTMENT TYPE		
		Melissa Fields 4856	599 Daniel Robinsor	GA Richards Company	Fact Finding Conference	4/22/2019	
		Kimberly Hall 6100	005 Maggie Simpson	n McDonald's USA, LLC	On Site	4/19/2019 :	
		Melissa Fields 6090	046 Sierra Nevada	Plants Unlimited	Fact Finding Conference	4/15/2019	
Deadlin Report additior informa	Deadlines Report - additional information and sorting needed	 Standardized report name and time period header should be added as follows: Standardized report name and time period header should be added as follows: Report Name (in this instance "Staggered Completion Deadlines" "Time Period from dd/mm/yyyy to dd/mm/yyyy" 		 header 3. Additional Column that will have a 			
				Staggered Co	mpletion Dead	lines	place holder for Completed/Credited - No data (Header only)
		CRM:			dd/mm/yyyy to dd/mn		4. Report should be locked down to
		3					managers only
		CRI Da	te Submitted Cas	e ID Case Title	Total Hours	Leave Dates for Extenuating C	cumstances
		information		Add an ad	/ ditional column with th		

Appendix B: Defects

	Defects List	Acceptance Criteria
ID	Title	
30015	Identifier and Class Characteristic information not populating for the Witness Interview document Part of 30021 above	 Replace existing workflow (which currently does work, but at times runs slowly due to performance issues) with a N52 formula that will accomplish the same result of updating the Class Characteristics and Identifying information for the witness. Witness Interview functionality will be replaced with a new entity (needed for Batch printing) so this new formula will work off the new entity instead of connections. Make the Class Characteristics and Identifier fields Read Only, so that the information is only updated
31210	Modify Issue Basis Screen to prevent users from creating new Issue Basis from separate screen.	1. Remove the "New" Icon from Issue Basis screen

+ N	IEW 🔓 DEACTIVATE	🕯 ASSIGN 🕠 SHARE 🔤 EMAIL A LINK 🔅 RUN WORKFLOW 🕞 START DIALOG 🗗
	ISSUE BASES : INFORM	IATION
		Complaint Issue - Tippy Ken… 📲
		emove "+NEW" from the command ribbon as a new "basis" from n existing basis screen.
	Basis *	Disability
1	Disability	Chemical sensitivities
	Disability Sub-Basis	Physical
	Case Issue *	Enforcement - Complaint Issue - Tippy Kenyon - 610126 - Failure to hire/rehire
	Issue *	Failure to hire/rehire
	Complaint Area *	Employment

Appendix C: Fixes

ID	Work Item Notes	Origin / Title/Requirement Details	Acceptance Criteria
9294	08/13: Added a "Passed with Exceptions" tag until it is verified the changes requested in March have been made; 8/28 retested and additional filtering criteria requested	Ability to run a Report that contains filters for timeframe, showing the number of Cases moved to Conciliation . Purpose of this report: Civil Rights Managers need to track the cases moved by their team to conciliation each month and cases accepted into conciliation by the attorney in the month. Report needs sort capability by case owner. Cases that move to conciliation may not have an "accepted in conciliation" date entered in the same month. However, these cases need to be captured in this report. Also, as noted below, cases that move to conciliation and then close in conciliation or move to legal review in the same month must also be captured. Finally, cases that were moved to conciliation in a prior month but accepted into conciliation by the attorney in the report month need to be captured. Standardized report header is needed as follows: Report Name "Time Period from dd/mm/yyyy to dd/mm/yyyy" Fiter Summary Fiter Summary Fiter Summary Mager 2009 (Court: 1) Mager 2009 (Court: 2) Mager 2009 (Court: 2) Mager 2009 (Court: 2) Mager 2009 (Court: 3) Mager 2009 (Court: 3) M	 Create new SSRS Report that contains, cases moved into conciliation and cases accepted into conciliation by manager Remove existing report 'Cases moved into Conciliation' originally built using report wizard Cases moved or accepted into Conciliation.
9298	Yamily fixed on 08/25; ready for re-testing; retested 8/29 - "Passed with Exceptions" pending additional information re: adding the report timeframe	 Forms/Report Mtg./ Ability to run a Report that contains filters for timeframe and group, showing Formal Complaints Recorded report with columns for: Case # and Case Closed Date. Per Enforcement, Record Center needs to be differentiated. **Note the requirement title was not correct when written in 2018 and should not have referenced a column for "Case Closed Date." The column information in this requirement is the same as requirement #9297 for the "Formal Complaints Closed" report. Standardized report heading is needed as follows: Report Name "Time Period from dd/mm/yyyy to dd/mm/yyyy" 	1. Add Report From and To Dates parameters to report

ID	Work Item Notes	-	Acceptance		
			Complaints		
		Recorde "Time peri dd/mm/yyy	iod from dd/mm/yyyy to	Report Ran On: 10/16/2019	
		Case ID	Start Date	Complaint Signed Date	
		492178	10/30/2018 4:00 AM	3/29/2019	
		492278	11/2/2018 4:00 AM	11/16/2018	
		493093	12/20/2018 4:00 AM	3/20/2019	
		493405	1/14/2019 4:00 AM	2/12/2019	
		102.400	4/44/2040 4:00 414	2/42/2040	

ID	Work Item Notes	Origi	n / Title/Re	quirem	ent Details		Acceptance Criteria
 After Victor asked a question about the doubling of bases for a single case in this report, it was reviewed again. In discussion with Lori it was decided the report can capture bases by issue, not case - so no further adjustment needed in this regard. However, two items to be addressed were noted. First, the report does not have the time frame the data was run displaying as previously requested. Second, the language at the bottom of the sample 	Ability to run a Report that con Complaints Recorded by Basis each Basis of Discrimination. If differentiated. Language needs to be placed "NOTE: 1. A complaint may have mult does not reflect the total numb 2. Contacts may be opened a throughout the investigative pr queried." A standardized report heading Report Name "Time Period from dd/m Time Period from dd/m	s of Discrin Per Enforce at the bott iple issues or of formand closed rocess so the is needed	nination. ement, F om of th with mo al comple and mov ne result as follor dd/mm/y	Case counts ecord Cente report that re than one l aints for that ed from one s may vary v vs:	s to be grouped by er needs to be states: basis; the above data period. process to another	 Add Time Period Date parameters on the Basis occurrence Report Add disclaimer field at the bottom for disclaimer. Text as described on report No additional changes to report data and parameters 	
1	8/10/18 does not display	Basis	Count	Percentag	2		
	on the CRIS report; 8/29 -	Disability		-	.36%		
	not ready for retest - no	Genetic Information		2 18	.18%		
	changes made	Race		3 2	.27%		
		Age		2 18	.18%		
ł		Total:	1	1			
	 (Add below language) NOTE: 1. A complaint may have multiple issues with more than on the total number of formal complaint for that period. 2. Contacts may be opened and closed and moved from or investigative process so the results may vary when subsqu 						

ID	Work Item Notes	Origin / Title/Requirement Det	tails	Acceptance Criteria
9301	08/13: The view cited in the below note is no longer available in the system; the Excel template that was created for this requirement is not pulling data in correctly from the MDCR Enforcement Cases view. See attached notes and screenshots; 8/29 Skype meeting to be held week of 9/2 with Henry, Renee and Yamily (possibly include Victor and Sangeetha)	Forms/Report Mtg.: Ability to run a Report that shows the processed by MDCR". This report captures all cases created within a specified to the "All Cases" view will be used to capture this data, filt frame and exported into the "Total Number of Cases Protein template The value of the support of the specified to a specified to a specified to a specified to a specified to the specified to the specified to a specified to the specified to t	e "Total number of Cases time frame (i.e. Complaint helude cases created in error tered by the specified time becessed by MDCR" Excel B. my Da. PURCES & PURCHAR Excel Template Excel Template Excel Template Excel Template Excel Template Excel Template Excel Template Excel Template	 Change the name of the template to shorter name - "Total Cases Created" Change Enforcement Open Cases to "All Cases" and ensure that we are pulling in open and closed Show the Date parameters on the Excel Template Needs Case Types instead of Enforcement Areas
			ement Open Cases + /13/2019 10:37	
			Complaints by Ar	
		Active Enforcement - Complaint Issue - Boomer Jackso Boomer Jackson	umber of Cases b 13/2019 11:48	
		Active Enforcement - Complaint Issue - Christine Detroi Christine Detroit Gumb	abalty, Rhodes Rea 6/13/2019 11:56	

ID	Work Item Notes	Oriç	in / Title/Requirement Details	Acceptance Criteria
			B C D E der with time frame for report needs to be here	
		 2 3 Row Labels 4 Advocacy 5 Audit Request 6 Complaint Issue 7 Crisis Response 8 FOIA 9 Information 10 Michigan Indian Tuition Waiver 11 Outreach & Education 12 Research & Review 13 Service Animal Registry 	Need total number of cases created during specified time frame for each Case Type with a Grand Total of all Cases processed in the time frame by MDCR	
		14 Subpoena 15 Grand Total 16	Need to use "All Cases" view for Total #	
		23 24	of Cases Processed by MDCR s Processed Enforcement Open Cases +	

ID	Work Item Notes	Origin / Title/Requirement Details	Acceptance Criteria
	08/12: I added the "Passed with Exceptions" tag to this requirement because the wrong information is still pulling into this report/template. See discussion notes below	Ability to run a Report that contains filters for timeframe, showing Total Number of Cases by Preferred Method of Contact. Case counts to be grouped by each method of contact (i.e. web, phone, mail, on-site, etc.) The "All Cases" view needs to be used for this report (Total number of cases by Initial Method of Contact) and the "Initial Method of Contact" field subsequently needs to be added as a column in this view.	 Change name of the excel template to Cases By Initial method of Contact Change chart to initial method of contact instead of Preferred method of contact
	dating back to 9/10/18; 8/29 not ready for retest - no changes made	→ MDCR Enforcement Cases ➤ Add this column to the "All Cases" view	3. Change Pivot to be by Case Type instead of Area
		Intake Interview Intake Interview C Manager (Owning Use Complaint Se Initial Contact Me	4. Use All Cases view to populate the report
		Mary Engelman Appointment	
		Lori Vinson Mail	
		Lori Vinson E-mail	
		Mary Engelman Appointment	
9303		The "All Cases" view will be filtered for the specified time frame for the report and then export into Excel template. Currently, the Excel Template is labeled incorrectly - it should be labeled "Total Number of Cases by Initial Contact Method".	
		EW CASE 🔮 PHONE SUPPORT 🕞 RUN REPORT 🔻 📼 EMAIL A LINK 🛛 🛪 🗗 FLOW 👻 🔣 EXCEL TEMPLATES 👻 🥵 EXPOR	
		⊨ All Cases ➤ Template should be labeled "Total Number of Cases by Initial Contact Method" Create Excel Template Excel Template Excel Template	
		Case SLA Status Case SLA Status Case Summary eat	
		Cases by Team Member >	
		Active Enforcement - Complaint Issue - Jimmy Jordan Jimmy Jordan Enforcement Open Cases >	
		Active Enforcement - Complaint Issue - Celeste M. Mon Celeste M. Montagi Formal Complaints by Ar > 17,	
		Active Enforcement - Complaint Issue - Alec K. Malaui Alec K. Malaui Total Number of Cases b 17, Total Number of Cases P	
		Active Enforcement - Complaint Issue - Clark C. Brouch Clark C. Brouchard C. Brouchard	
		The report needs a standardized heading as follows:	
		Report Name "Time Period from dd/mm/yyyy to dd/mm/yyyy	

ID	Work Item Notes	Origin / Title/Requirement Details	Acceptance Criteria
		Excel template needs to display the correct data:	
		1 Grand Total 1 2 4 4 11 2 3	
9615	08/13: When exporting a filtered view into this template, the following error message appeared: The pivot table that is in this template does not work. I had to take several steps to delete it and insert a new pivot table. See attachment with more details and screenshots; retested 8/27 and received error messages with Excel Template - waiting for Skype meeting with Yamily	Forms/Report Mtg.: Ability to run a Report that contains filters for timeframe and group*, showing Formal Complaints Recorded by Area of Discrimination. Need a working template which displays formal complaints recorded by area of discrimination for a specified timeframe. Current CMS report:	 Correct Error messages when the Excel template "Formal Complaint by Area" is created Missing second tab: MDCR Enforcement Cases Need chart for Total Cases By Area Include Start and End Dates on the Excel template

ID	Work Item Notes	Origin / Title/Requirement Details	Acceptance Criteria
		08/09/2018 MICHIGAN DEPARTMENT OF CIVIL RIGHTS Page 1 of 1	
		Formal Complaints recorded by Area of Discrimination for dates between 01-JAN-18 and 31-JUL-18	
		Area Of Discrimination Count Employment 596	
		Employment 596 Housing 194	
		Public Accom / Service 185	
		Law Enforcement 42	
		Education 50 Total: 1067	
		In CRIS, after filtering the "Enforcement Cases" view, the data is exported to the	
		Excel template entitled "Formal Complaint by Area of Discrimination"	
		Create Excel Template	
		MDCR Enforcement Cases Y Create Excel Template Search for records	
		INDER Entorcement Cases Excel Templates	
		Case SLA Status >	
		□ Created D T. Statu T. Case T Case Type T. Area Of Complain Case Summary ase Account T Owner ↑	
		Cases by Team Member herman Lake Animal Renee Ken	
		6/24/2019 10 Active 618602 Complaint Issue Public Accommoda Formal Complaints by Ar P Open in Excel Online	
		1 6/21/2019 7: Active 618595 Complaint Issue Employment Total Number of Cases b Download Formal Compl	
		6/17/2019 2 Active 618578 Complaint Issue Employment Total Number of Cases P Ichigan Department Kimberly H	
		Current CRIS template issues and data not displaying properly – see below screenshots	
		nforcement Cases • Hicrosoft - × Search for records	
		D T. SMicrosoft Excel Error receive when opening the Excel template with data from this filtered view	
		10.3. We found a problem with some content in 'Formal Complaints by Area 10-16-2019 12-57-41 PM.xlsx'. Do you want us to try to recover as much as we can? If	
		you trust the source of this workbook, dick Yes. 19 10 Yes No tall	
		19 7: Active 618595 Co Opening in Protected View ess Mimosas Kimberly Hall	
		19 2: Active 618578 Complaint Issue Employment Sallie Mae Michigan Department Kimberly Hall	
		Same Mae Millingan Department Killibelly frain	

ID	Work Item Notes	Origin / Title/Requirement Details	Acceptance Criteria
		6/21/2019 7:28 618595 Employment Investigation Stacey Moody	
		6/11 / Moody	
		6/11 Repairs to 'Formal Complaints by Area 10-16-2019 12-57-41 PM.xlsx' ? X Moody	
		0/1: Villouy	
		6/13 Excel was able to open the file by repairing or removing the unreadable	
		5/31 Villody	
		5/36 Excel completed file level validation and repair. Some parts of this workbook may have been A	
		5/25 repaired or discarded.	
		repaired of discarded.	
		Removed reacure. Autorniter from /xi/tables/table1.xml part (Table)	
		5/ Removed Feature: Table from /xl/tables/table1.xml part (Table)	
		5 Errors received when enabling edit in Excel	
		5/ OK	
		5/ Click to view log file listing repairs: C\Users\kenyonr\AppData\Local\Temp\3\error119880 01.	
		5/ a Garrett	
		E Corrett	
		5/ Close Scheid	
		5/ 2/2012 4.00 420022 Employment investigation 2/ 10/2012 ray williams	
		After clicking "ok" and "close" on error windows, the below information appears and is not currently useful. Need first tab of Excel template to display chart of total cases by Area of Discrimination. There should be a report heading "Total Cases by Area of Discrimination" and the time frame displayed as "Time Period from dd/mm/yyyy to dd/mm/yyyy" Second tab of Excel template should list the cases used for the data on in the chart on the first tab.	
		ng Legal Review 7/22/2019 Lori Vinson Court of Assa Of Compare	
		Accomm Investigation Stacey Moody	
		ymment Innvestigation Stacey Moody 2 ymment Innvestigation Stacey Moody	
		vyment Investigation Stacey Moody 0.5	
		yment Investigation Stacey Moody 0.5	
		Investigation Sonya Hakim	
		syment Investigation Lori Vinson 0.7	
		dion Investigation 5/12/2019 Taj Williams Accom/Investigation Accom/Investion Accom/Inve	
		Accomn Investigation 5/9/2019 Taj Williams	
		nforcem Investigation 5/7/2019 Jenni Scheid Only one tab for this Excel template. All cases from 0.5 Bitmployment yment Investigation 5/7/2019 Keesha Garrett filtered view list on the left side and a table exists on the Usw (reforement	
		yment Investigation 5/7/2019 Patricia Barrera / right side but no data is populated in the chart.	
		yment Investigation \$/6/2019 Keeba Garrett 0.3	
		syment Investigation 5/6/2019 Keesha Garrett	
		ymmet Innestigation 55/k7029 Jenni Scheid 0.2	
		yyment Investigation 5/3/2019 Stacey Moody 0.1	
		yment investigation 5/3/2019 Stace/Moody Accomminwestigation Stace/Moody 0	
		wment Investigation 5/10/2019 stacey Moody Total	
		yment investigation 5/2/2006 stacey Moody yment investigation 5/1/2007 stacey Moody	
		vyment Investigation 5/10/2019 Patricia Barrera	
		yyment Investigation 5/8/2019 Jenni Scheid	
		whent Investigation 5/6/2019 Stacev Moody	
		Formal Complaints 🕘 💮	

ID	Work Item Notes		Origin / Title/Requirement Details					Acceptance Criteria
9296	Moved to "Passed with Exceptions" based on data issue being reviewed in Bug 33265.	Forms/Report Mtg. / Ability to run a Report that contains filters for timeframe, showing the following Case counts by Manager/Unit: EEOC, HUD, MDCR, Closure Total, Annualized, Case Amount. Bug 33265 correction to be retested after next data refresh. Need to add time frame for report as shown below: Michigan Department of Civil Rights Enforcement Activity Report					 Add time period under report name for start and end Date Add Report Run Date 	
		EEOC	Time Per	iod from dd/mm/yy MDCR	yy to dd/mm/yyyy	Annualized	T	
		53	HUD	16	Closure 89	\$0.00		
1		12	20	32	47	\$0.00		
		41	0	31	72	\$5554.00		
		20	0	48	68	\$0.00		
		1	0	0	1	\$0.00		
		1	99	15	115 2	\$0.00 \$0.00		
9379	Retested on 7/31 - notes entered on 8/1 indicating there are 3 issues that need to be corrected on the Recon dashboards; Skype meeting held with Yamily to review; 8/29 not ready for retest - no changes made	Dashboar Need to h can be ex 1. Status I 2. MDCR Team A, I 3. Recon 4. Recon 5. Case, jurisdictior	d of informat ave the Rec ported into a by Reconsid Case Reope Detroit Team Investigative SOC Outco Investigative n, granted –	ion in CRIS. onsideration in Excel repo eration Type ened and/or i B, etc.) by F Outcomes b mes by Mon	s Dashboard ort: n Recon by Recon Type by Month th by Case Re ce, etc.)	l charts displa	a to view a role-specific aying correct data which Team (e.g., Detroit e (e.g., denied - EEOC	 Modify MDCR Reconsiderations Dashboard to include the following components: a. Status by reconsideration Type (Last 3 months) b. MDCR Case Reopened and/or in recon by Team and by Recon Type (Teams are defined as Detroit A, Detroit B, etc) c. Recon Investigative Outcomes by Month and Year (Granted and Denied) d. Recon SOC Outcomes By Month and Year (Granted and Denied) e. Case Investigative Outcomes by Re-Opened Date (Granted Only)

ID	Work Item Notes	Origin / Title/Requirement Details	Acceptance Criteria
			f. Recon Type By Complaint Area
9470	Related to 9479. Once dashboard view information is adjusted, both requirements should be able to "Pass"	 Public Affairs Dashboards (including SA and MITW) / Ability for Public Affair Users to view a role-specific Dashboard of information in CRIS. SA Dashboard Views should display the following: Applications received per month or year (need to be able to see the county and state; could be in the expanded list view) Service Animal cases Denied, Approved, Removed, and Pending per month or year (need to be able to see the county and state; could be in the expanded list view) Number of patches and IDs reissued per month or year (need to be able to see the county and state; could be in the expanded list view) Applications open for equal to or greater than 7, 14, and 60 business days Applications with a last contact date equal to or greater than 7, 14, and 60 business days Acceptance Criteria: Stated specifically within the requirement (i.e., the 5 bullet points). 	 Modify Service Animal view to include County and State for the Requestor. Same view is used in Dashboard drill through data Change existing Service Animals Dashboard to include the following components: Applications received per month or year Service Animal cases Denied, Approved, Removed, & Pending per month or year Number of patches and ID's issued, and Re-issued per month or year Applications open for equal to or greater than 7, 14, & 60 days Applications with last contact date equal to or greater than 7, 14, & 60 days
	Cascade case ownership to Issues, Basis, and Laws on Case	"Inherit ownership of all associated records on issue basis laws" was created by DXC at that time to reflect this functionality need. The current system being replaced does not contain separate case-related entities which require additional reassignment.	1. When a Case gets reassigned to a new owner, a system process will cascade the assignment to the following

ID	Work Item Notes	Origin / Title/Requirement Details	Acceptance Criteria
			entities: Case Issues, Issue Basis, and Case Issue Laws
	Reset Issue Basis Laws when changes are made	Need process that will recalculate the Laws formula on demand and reset the values. Users need to occasionally amend the complaints and laws may have to be added or removed. The current process of deactivating the laws manually is time consuming. The system should be able to auto calculate, remove existing and reset the laws on the case.	1. Build on demand process to remove and reset all the laws on the Case Issue screen on demand



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

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

CONTRACT CHANGE NOTICE

Change Notice Number 7

to

Contract Number 071B7700022

Tribridge Holdings, LLC	Tracie Mansberger	MULTI
4830 W. Kennedy Blvd.	517-373-9684	· · · · · · · · · · · · · · · · · · ·
Tampa, FL 33407	mansbergert@Michiga	n.gov
Rick Thompson	Garrick Paraskevin	DTMB
719-339-2907	(517) 284-6993	
rick.thompson@tribridge.com	paraskeving@michigar	n.gov
CV0010095		····

		CONTRACT SU			
MICHIGAN STATE HISTO	RIC PRESERVATIO	N OFFICE (MI	SHPO) SYSTEM		
INITIAL EFFECTIVE DATE	INITIAL EXPRATION	DATE	INITIAL AVAILABLE OPTIO		TION DATE
October 1, 2016	May 31, 2021		5 - 1 Year	May	31, 2021
PAYME	NT TERMS		DELIVERY	TIMEFRAME	
	ALTERNATE PAYMEN	IT OPTIONS		EXTENDED P	Urchasing
□ P-Card		□ Other		⊠ Yes	🗆 No
MINIMUM DELIVERY REQUIRE	MENTS				
	AND	RIPTION OF CH/	NGE NOTICE		
			- HEREIGI ER EKSTEN SICH		PERMIT
CURRENTVALUE	VALUE OF CHANCEN		S S S S S S S S S S S S S S S S S S S	AND SOLO (STREET, COND.)	ALUE
\$3,334,129.00	\$0.00			4,129.00	
		DESCRIPTIO			
Effective with mutual signatur	e addjust the payment s	schedule per Ag	jency request to:		
Cost Table 7: Project and Pa	yment Schedule (Conti	act 071B77000)22)		
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Payment: Software Maintena Payment: Software Maintena					
Payment: Software Maintena					
Payment: Software Maintena					
All other terms and conditions	; remain the same				
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STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 6

to

Contract Number 071B7700022

-	Tribridge Holdings, LLC	N.	M Pr	Tracie Mansberger	MULTI	
СО	4830 W. Kennedy Blvd.		ogram Co anager Adm	517-373-9684		
	Tampa, FL 33407	STATE		mansbergert@Michigan.gov		
RA	Rick Thompson			Garrick Paraskevin	DTMB	
CIC	719-339-2907		ontrac iinistr	(517) 284-6993		
OR	rick.thompson@tribridge.com			paraskeving@michigan.go	V	
(CV0010095					

CONTRACT SUMMARY						
MICHIGAN STATE HISTORIC PRESERVATION OFFICE (MISHPO) SYSTEM						
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABL	E OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW		
October 1, 2016	October 1, 2016 May 31, 2021			May 31, 2021		
PAYME	DELIVERY TIMEFRAME					
ALT	ERNATE PAYMENT OPTIONS		EXTE	ENDED PURCHASING		
□ P-Card	□ Other	×Υ	es 🗆 No			
MINIMUM DELIVERY REQUIREN	MINIMUM DELIVERY REQUIREMENTS					

DESCRIPTION OF CHANGE NOTICE						
OPTION	LENGTH	OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE	
					May 31, 2021	
CURRENT VALUE VAL		VALUE OF CH	ANGE NOTICE	ESTIMATED AGGREGATE	CONTRACT VALUE	
\$3,334,129.00 \$519		435.00	\$3,853,56	64.00		
DESCRIPTION						

Effective 5/9/2018, Parties add \$519,435.00 per the attached Statement of Work for Phase 2 Civil Rights Case Management System. This additional funding was approved by the State Administrative Board on 5/8/2018. All other terms, conditions, specifications and pricing remain the same. Per contractor, agency, and DTMB Procurement.



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

Project Title: MDCR – Civil Rights Information System (CRIS)	Period of Coverage: 3/19/2018-10/31/2018
Requesting Department:	Date:
Michigan Department of Civil Rights	3/2/2018
MDCR Project Owner:	Phone:
Mary Engelman	517-335-5723
DTMB Project Owner:	Phone:
John Walker	313-456-3814
DTMB Project Manager:	Phone:
Marco Silva	517-335-8179
DTMB Contract Administrator:	Phone:
Jarrod Barron	517-284-7045

BACKGROUND:

This is a modernization type of project that will replace the Michigan Department of Civil Rights (MDCR) circa-1998 legacy main IT system as well as outdated databases and spread-sheet applications. The new agency-wide system will include case tracking and management and document management supporting the department's goal of moving toward a paperless office. The system may be deployed in a staggered, multi-phase manner (i.e. by functional area). The major functional areas supported by the new system include:

- 1. Enforcement Case Management including management of initial customer contacts, requests and communications, case management for enforcement claims investigation process, and case
- 2. Tracking & case management for the Division on Deaf, Deaf Blind & Hard of Hearing (DODDBHH)
- 3. Tracking of the Michigan Indian Tuition Waiver Program
- 4. Tracking and fulfillment of the Freedom of Information Act (FOIA) requests received by the Department
- 5. Tracking of Public Affairs processes that make for the educational outreach
- 6. Automation and tracking of the Records Management area processes and documents across all the department's functional areas

Business justification and needs by operational area:

1. Enforcement Case Management

The MDCR Enforcement Division's 30-35 investigators complete over 2,000 complaints each year. The complaints are grounded in both state and federal laws and cover a variety of discrimination charges. Each investigation requires telephone calls, on-line communication, in-person interviews, on-site visits, interrogatories, document production, etc. Each contact is recorded and certain documents are stored on our Case Management System (CMS). Significant ongoing problems with the CMS system include: regular system crashes (one time the system was off-line for over two weeks), inability to easily open stored documents (taking up to 10 minutes to open a single document), difficulty in uploading documents (especially medium and large documents), inability to save changes, difficulty of data manipulation for required state and federal reports, inability to modify to allow on-line completion of complaints or responses. When working in the field, investigators are forced to carry physical files because of the difficulty of accessing important



information from the system. This results in the risk of loss or compromised confidential information. Finally, the inability to access and use data makes it nearly impossible to develop new metrics by which work progress can be tracked. An information technology solution that address all these issues is much needed at this point by the department.

2. Tracking & case management for the Division on Deaf, DeafBlind & Hard of Hearing (DODDBHH)

The Division on Deaf, Deaf Blind and Hard of Hearing provides American Sign Language interpreter testing and certification (four different practice levels) and, as of July 2016, processes special endorsements interpreting in for medical/mental health, education, and legal settings, and for persons who are DeafBlind. The system currently used by DODDBHH to track interpreter levels and endorsements is basically a large excel spread sheet program which predated the Division's move to MDCR five years ago. DODDBHH must now also track continuing education units (CEU) for each interpreter to verify they are qualified for annual renewals of certifications and endorsements. CEU's earned are currently tracked in paper files. Finally, the Division must pull collected data to maintain a listing of interpreters (by practice level and endorsements) on its website for use by both providers and those who are deaf, deafblind or hard of hearing. Currently all original and renewal applications are mailed or emailed as our system does not allow for online completion of applications for testing, endorsement or recertification. DODDBHH also has responsibility to investigate grievances filed against interpreters alleging violations of ethical standards and Michigan administrative Rules. This process is also currently done using paper files and tracked by an excel spreadsheet. Finally all of the above would be expedited and simplified by the ability to submit information on line.

3. Tracking of the Michigan Indian Tuition Waiver Program

MDCR administers the Michigan Indian Tuition Waiver Program, and is required by statute to provide reports to the SBO, the House & Senate Fiscal Agencies, and Legislative Leaders annually. We also provide reports to the Tribal Leadership on a quarterly basis. Data includes such information as driver's license numbers, blood quantum, Tribal affiliation, university acceptance, course requirement, residency status, contact information, etc. The annual report must provide, by educational institution, the number of applications received, the number of waivers granted the prior academic year, the monetary value of the waivers, the number of students who withdrew and/or completed a course or graduated, and the 6-year graduation rate. Each waiver application requires information from multiple sources, and requires communication with individual universities. For an idea of scale, 1100 waivers were granted in the 2014/2015 academic year. The database used to maintain all of this information is a commercial, off-the-shelf database, slightly more sophisticated than an excel spreadsheet. It has limited capacity for expansion and has no flexibility to manipulate data for mandated reports, thus requiring additional manual manipulation. All applications are currently mailed to the MDCR as we have no capability for online completion of the application process. The automation of this process will improve the customer experience with the agency, provide better metrics analysis and better reporting. I will also broaden the use of the program.

4. Legal Affairs and Reconsideration business process automation along with tracking and fulfillment of the Freedom of Information Act (FOIA) Requests

MDCR receives over 300 FOIA requests annually, many of which request copies of entire investigation files. This is a significant undertaking in that files vary from 30 -40 pages to several thousand pages. Because of the difficulty uploading voluminous information into our CMS system, the bulk of investigation documents are kept in paper files. Thus, to fulfill a FOIA request, a staff member must take apart a paper file, photocopy everything in the file, redact the photocopies, rephotocopy the redacted file, and re-assemble the original file. This inefficient process takes a tremendous amount of staff time. It is further complicated when a second request comes for information that has already been processed and mailed as the current system does not allow for retaining copies (of the copies of the paper files mailed). This process is laborious and manually driven requiring a large amount of hours from employees in order to be executed. The business processes for Legal Affairs and Reconsideration areas will also be mapped and automated in this effort.



5. Records Management

MDCR stores all the physical documents of the individual Master Files that are housed inside two electronic rotary wall units within the Records Center. Recent counts show that more than 800 plus Master Files are maintained and kept within the Records Center on an annual basis. More documents are generated and/or attached to the closed Master Files on a daily/monthly basis. According to the State of Michigan (SOM) and MDCR records retention policy the cases will go through a disposal schedule on a schedule based on their expiration requirements. The automation of all the processes in the Records Management area should be considered an integral part of this modernization effort.

6. Public Affairs

Public affairs is one of the businesses of the MDCR Community Relations Division. The division seeks to enhance communication around common issues, provide new options in service delivery, and facilitate access to outreach and education by the development of formal and informal relationships with communities, organizations, businesses, and educational institutions. The Community Relations Division is responsible for designing, effectuating and maintaining partnerships and initiatives that will further the mission of the department and reach out and offer its services to a multitude of other Michigan residents. MDCR colleagues are then able to utilize the initiatives of the Community Relations Division to better service their customers on a daily basis. The Americans with Disabilities Act (ADA) Compliance as well as Service Animals are two areas that will be focus of this effort. Also the automation of the goal to facilitate access to outreach and education should be considered an integral part of this modernization effort. Some key concepts follow below.

<u>Outreach and Education</u>: MDCR provides Outreach and Education activities in collaboration with governmental units, community-based organizations, law enforcement, advocacy groups, educational institutions, and the private sector. These activities include networking, partnership, presentations, crisis intervention, training, and technical assistance.

<u>Outreach</u>: Outreach by MDCR colleagues may generate work that evolves into an educational presentation or a partnership between the Department and another group, or working relationships that promote MDCR in the community. Outreach includes networking at community events, keeping abreast of current issues, and sharing information for future interventions.

<u>Education</u>: Education by MDCR colleagues gives customers information about Civil Rights laws and enhances awareness of civil rights issues. It provides a resource for the proactive prevention of discrimination. Education includes the following topics: Disability, Diversity, Diversity for Schools, Sexual Harassment for Employees, Sexual Harassment for Managers, Housing, and General Civil Rights Law. Requests for presentations should be sent to MDCR-INFO@Michigan.gov.

PROJECT OBJECTIVE:

This project will be divided into two phases as described below.

- 1. A Discovery phase (Phase 1) where the scope is defined, refined, and the requirements gathered.
- 2. An Execution phase (Phase 2) where the solution to address the requirements is designed, the application is developed, tested, accepted, and implemented. This phase also includes data conversion and testing in the scope.

<u>This SOW covers Phase 2 of the project</u> and will implement the Phase 2 Scope as refined through review of Phase 1 delvierbales with MDCR to define priority, budget estimate and a high level implementation timeline for each of the functional areas solution under the scope.

Phase 2, the execution of the project, will leverage the scoping and planning deliverbales obtained in Phase 1. The objectives for Phase 2 will address the following high level goals driven by business, costs and technology:



- 1. Operations and process
 - a. Support operations for Enforcement, DODDBHH, Legal Affairs/Reconsideration/FOIA, Indian Tuition, Records Management, and Public Affairs
 - b. Increase internal communication through a unified set of processes
 - c. Capture data and provide metrics to comply with federal requirements, support business decisions, and enable process improvements
 - d. Standardize business processes and practices across all divisions inside the agency
 - e. Streamline processes as recommended by Lean Process Improvement (LPI) assessments
- 2. Solution and system
 - a. Create an end-to-end application solution for MDCR, with a single database and one underlying development environment for the agency
 - b. Promote technology upgrade
 - c. Improve system reliability and availability
 - d. Decrease maintenance costs
 - e. Lower enhancement investment cost
 - f. Abide to all the State of Michigan IT policies for Development Processes (SUITE PMM/SEM), DTMB Security Accreditation Process (formally DTMB-170), User Interface (ADA compliance), Architecture Solution (EASA), Single Sign-On (MiLogin/MiPage)

SCOPE, TASKS AND DELIVERABLES:

Phase 2 Scope is defined to provide functionalty to configure and deploy a total of 178 requirements:

- Reference Phase 1 Requriements Matrix (attached) which contains a total of 265 requriements designated as Core (Column C – Core Review) and High Priority (Column M – Priority). The scope excludes one requirement related to the portal (Column G – Solution Type).
- Phase 2 <u>excludes</u> 86 requirements for Forms (i.e. DocCorePak) (Column G Solution Type) which are designated as Core (Column C – Core Review) and High Priority (Column M – Priority). These will be addressed by the DTMB team.
- Phase 2 also <u>excludes</u> 1 requirement for the Portal (Column G Solution Type) which is designated as Core (Column C – Core Review) and High Priority (Column M – Priority). Due to the fact that a portal solution is out of scope, this requirement is not necessary in this phase.
- Phase 2 <u>includes</u> the remaining 178 requirements designated as Core, High Priority and within project scope.



Final Requirements for Phase 2 SOW.xlsx

Out of Scope for Phase 2

- Reporting tasks including Forms/Documents Core Pack will be completed by the DTMB resources. Tribridge will conduct a report development training session and be available to answer questions as needed.
- Data Migration will be the responsibility of the DTMB staff. Tribridge will create, with the DTMB assistance, the data mapping document and will provide training as described below. The development of the data migration Scribe jobs, unittesting and execution of these jobs will be the responsibility of DTMB.

Phase 2 Functionality -- The following functionality will be provided in Phase 2:

- Development of Case Management, Contact Management and detailed functionality as designated in Phase 2 Scope.
- Configuration of the standard CRM/SharePoint Connector to provide SharePoint document management functionality or Azure Blob Storage.

STATEMENT OF WORK



- Final solution (Sharepoint vs. Azure Blob storage) to be dertermined during project execution.
- Development of Target-to-Source mapping to support Data Migration from Oracle. Tribridge will lead the data mapping collaboration with MDCR team. Tribridge will produce and own the data mapping document.
- Conduct two (2) days of Scribe training for DTMB users to support MDCR performing Data Migration. Training will be of the instructor-led type with structured material provided by Tribridge including but not limited to Student book/guide and Lab book/guide. DTMB/MDCR will provide the space for the classes, flip-chart/markers, and a projector. Instructor will bring their own computer to deliver the class. Tribridge resources will be available a minimum of 2 hours per week to answer DTMB staff questions as needed.
- Conduct two (2) days of DocumentsCorePack training for DTMB resources to support MDCR creating
 reports. Training will be of the instructor-led type with structured material provided by Tribridge including
 but not limited to Student book/guide and Lab book/guide. DTMB/MDCR will provide the space for the
 classes, flip-chart/markers, and a projector. Instructor will bring their own computer to deliver the class.
 Tribridge resources will be available a minimum of 2 hours per week to answer DTMB staff questions
 as needed.
- Development of one (1) integration with existing MDCR Website forms including "File a Discrimination Complaint", "Request Information" and "Request Training"
- Perform at least one (1) week of and functional/user testing by MDCR Subject Matter Experts for each of the 4 builds/iterations. Defect resolution to be completed within each of the iterations.
- Perform two (2) weeks of System & User Acceptance Testing and defect resolution.
- Conduct two (2) weeks in duration of End User Training
 - Tribridge to provide structured material for the training.
 - Number of sessions and attendees to be determined during the Phase 2 project. Not to exceed eight (8) four(4) hour sessions.
 - Train the trainer is recommended. Tribridge to play a supporting role in Training End Users.
- Conduct two (2) days of Administrator Training. This would assist DTMB in supporting the system postgo live and would include items such as form/field modifications, workflow and business rule creation and troubleshooting, etc.
- Conduct system implementation activities in preparation and during the go-live with DTMB and MDCR staff assistance.
- As Development is happening, a weekly export of the customizations will be provided to the State unless a major development effort occurs, that case, Tribridge will provide an export mid-week. Tribrige will provide a final version of the customizations to the State prior to go live which will be used to import to the Production instance.

Contractor shall perform the following tasks:

- 1. Attend Project Kickoff meeting.
- 2. Plan, facilitate and lead build iterations to implement Phase 2 features.
- 3. Plan, facilitate and lead User Acceptance Testing for all Phase 2 features.
- 4. Conduct administrative and end user training to DTMB staff as outlined in Phase 2 scope.
- Address non-functional areas in the project to comply with SOM policies: Development Processes (SUITE PMM/SEM), DTMB Security Accreditation Process (formally DTMB-170), User Interface (ADA compliance), Architecture Solution (EASA), Single Sign-On (MiLogin/MiPage).
- 6. Utilize all approved Phase 1 SEM deliverables in Phase 2 implementation and make minor revisions if necessary for Phase 2. Documents include:
 - a. SEM-0301 (Maintenance Plan)
 - b. SEM-0302 (Software Configuration Management Plan)
 - c. SEM-0401 (Requirements Traceability Matrix)
 - d. SEM-0402 (Requirements Specifications)
 - e. SEM-0501 (Functional Design Document)
 - f. SEM-0502 (Use Cases and business prioritization)
 - g. SEM-0606 (Test Case) will be uploaded to VSTS (Visual Studio Team Services) and expanded to include steps to be taken in the system
 - h. SEM-0702 Installation Plan (Milestone 3)
- Create the following documentation for Phase 2 using SOM Software Engineering Methodology (SEM) documents or use the SOM SEM templates as wrappers for the documentation generated internally by vendor.



- a. SEM-0186 Defect Tracking Tool Will use VSTS in place of SEM document per the Tailoring Tool
- b. SEM-0600 Test Strategy
- c. SEM-0601 Conversion Plan
- d. SEM-0602 Test Plan
- e. SEM-0603 Test Type Approach and Report
- f. SEM-0604 System Design Document
- g. SEM-0605 System Design Checklist
- h. SEM-0607 SIT/UAT/Data Conversion Test Closure Reports
- i. SEM-0701 Transition Plan
- j. SEM-0703 Training Plan
- k. SEM-0704 Training Checklist
- I. SEM-0931 System Maintenance Document
- 8. Create Data Migration Mapping Document
- 9. In the payment schedule for execution (Phase 2) the following deliverables must also be included in the scope
 - a. Detailed schedule of activities in MS Project format.
 - i. The schedule is required to have resource(s) assigned to tasks. A focal point responsible or the resource manager can be also used to replace the actual names.
 - b. Project progress update on a weekly basis containing the following deliverables.
 - i. Original detailed schedule updated with actual progress for each task
 - ii. Status report on SOM format (Accomplishments, Next Tasks, Outstanding Issues)
 - c. Assignment of a vendor focal point (preferably a project manager) to attend touch point meetings on a weekly basis
 - d. Change Request whenever appropriate

ACCEPTANCE CRITERIA:

Deliverables will not be considered complete until the MDCR Project Owner, DTMB Project Owner, and DTMB Project Manager have formally accepted them. The following high-level acceptance criteria apply:

Document Deliverables

- Documents are dated and in electronic format, compatible with State of Michigan software.
- Any changes to requirements once they are approved will be captured in the change control document and the revised Work Requests.
- Draft documents are not accepted as final deliverables.
- The documents will be reviewed and accepted in accordance with the requirements of the Contract and Appendices.
- The documents will be reviewed and accepted in accordance with the objectives listed in the PROJECT OBJECTIVE section above.

PROJECT CONTROL AND REPORTS:

As defined in contract 071B7700022

PROJECT SCHEDULE:

The preliminary schedule for this SOW execution is shown below. Phase 2 is planned to take approximately 28 weeks to complete. Based on a planend <u>start date of **3/19/2018**</u>, our Go-Live date would be the <u>week of **9/24/2018**</u>.



STATEMENT OF WORK

			Mar '18			Apr '18			May '18			Jun '1	8		Ju	l '18			Aug '1	8		S	iep '18			Oct '	18	
Task Name 👻	Start 🔹	🛛 Finish 👻	26 5	12	19 26	2 9	16	23	30 7	14 2	21 21	8 4	11	18	25	2 9	16	23	30 6	13	20	27	3	10	17 2	4 1	8	15 22
MDCR Phase 2	Mon 3/19/18	Wed 10/24/18																										
I Plan and Define	Mon 3/19/18	Thu 3/29/18		. г																								
2 Design & Build	Fri 3/23/18	Mon 8/27/18																				1						
3 Test & Code stabilization	Fri 8/24/18	Fri 9/7/18																			Г							
4 4 Deploy	Tue 8/28/18	Wed 10/24/18																										
4.1 Phase Planning	Tue 8/28/18	Tue 8/28/18																				П						
4.2 End User Training	Wed 8/29/18	Fri 9/21/18																							Т			
4.3 Perform Go Live readiness activities	Tue 8/28/18	Tue 9/25/18																										
4.4 Go Live	Tue 9/25/18	Wed 9/26/18																							Ĩ			
4.4.1 Go live	Tue 9/25/18	Wed 9/26/18																							•	9/26		
4.5 Post Go Live support	Wed 9/26/18	Wed 10/24/18																							Ē	· · · ·		
4.6 Project Closure	Wed 9/26/18	Fri 10/5/18																							Г			

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

Each iteration build will require sign-off from Tribridge, DTMB and MDCR for the Iteration Acceptance

Payment Milestone	Criteria	Payment Amount		
Milestone 1 – Iteration Plan Completion	 Acceptance of the following deliverables: Phase 2 Iteration Plan SEM-0605 System Design Checklist SEM-0600 Test Strategy 	\$62,500.00		
Milestone 2 – Iteration 1 Completion	 Acceptance of the following deliverables: Iteration 1 Acceptance SEM-0604 System Design Document (for iteration) SEM-0186 Defect Tracking Report for Iteration 1 	\$62,500.00		
Milestone 3 – Iteration 2 Completion	 Acceptance of the following deliverables: Iteration 2 Acceptance SEM-0604 System Design Document (for iteration) SEM-0186 Defect Tracking Report for Iteration 2 	\$62,500.00		
Milestone 4 – Iteration 3 Completion	 Acceptance of the following deliverables: Iteration 3 Acceptance SEM-0604 System Design Document (for iteration) SEM-0186 Defect Tracking Report for Iteration 3 	\$62,500.00		
Milestone 5 – Iteration 4 Completion	 Acceptance of the following deliverables: Iteration 4 Acceptance SEM-0604 System Design Document (for iteration) SEM-0186 Defect Tracking Report for Iteration 4 SEM-0603 Test Type Approach and Report SEM-0602 Test Plan 	\$62,500.00		
Milestone 6 – UAT Completion	 Acceptance of the following deliverables: SEM-0601 Conversion Plan SEM-0607 SIT/UAT/Data Conversion Test Closure Reports SEM-0703 Training Plan SEM-0704 Training Checklist 	\$62,500.00		



STATEMENT OF WORK

	Data Mapping Document	
Milestone 7 – Training Completion	 Acceptance of the following deliverables: Administrative & End User Training Complete SEM-0931 System Maintenance Document SEM-0701 Transition Plan 	\$62,500.00
Milestone 8 – Go Live Completion	Acceptance of the following deliverables:CRIS Live in Production	\$62,500.00
Total		\$500,000.00

<u>Software</u>. In performing the Services, Tribridge will be utilizing the software products that are licensed to Customer, collectively "Software." The following modules are included in the scope of this Statement of Work.

Software	Unit Price	Extended
MICROSOFT SOLUTIONS	· · ·	
Microsoft Dynamics 365	SOM Enterprise	
(Government Cloud) Purchased	Agreement Pricing	
through Microsoft-		
Approx. 100 Customer Service		
Licenses, 8 Customer		
Engagment Plan Licenses		
(developers) and 2 Team		
Member License (Read-only for		
Executives)		
Azure Blob Storage (100GB) -	SOM Enterprise	
Estimate Only	Agreement Pricing	
Azure Server (for hosting Scribe) -	SOM Enterprise	
Estimate Only	Agreement Pricing	
3 RD PARTY SOFTWARE (ISVs)		
MS CRM Add Ons Documents	\$220/mo.	\$2,640
Core Pack Large (Up to 140		
Client Users and 2 Template		
Designers /Admins and 10k		
Documents)		
North52 Formula Manager	\$499.58/mo.	\$5,995
Scribe One License	1	\$ 10,800

Customer will purchase development environment and a minimum of 8 Microsoft Dynamics CRM Online Customer Engagement Plan licenses prior the start of Phase 2. Dynamics 365 uses Active Directory/Office 365 authentication which is a standard method of authentication within the State of Michigan.

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

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



STATEMENT OF WORK

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc. All these expenses must be included in the proposed pricing.

PROJECT CONTACTS:

The designated Agency Project Owner is: Mary Engelman Michigan Department of Civil Rights 110 West Michigan Ave. 9th Floor Lansing, MI 48906 EngelmanM@michigan.gov 517.335.5723

The designated DTMB Project Owner is: John Walker Department of Technology, Management and Budget 3024 W. Grand Boulevard - Suite L-500 Detroit, MI 48202 WalkerJ5@michigan.gov 313.456.3814

The designated DTMB Project Manager is: Marco Silva Department of Technology, Management and Budget 108 West Allegan Street Lansing, MI 48909 SilvaM3@michigan.gov 517.335.8179

The designated Tribridge, LLC. Delivery Manager is: Correna Sergent Practice Manager, CRM Public Sector 2509 Rubbins Rd. Howell, MI 48843 <u>Correna.Sergent@Tribridge.com</u> 248.506.7346

AGENCY RESPONSIBILITIES:

Provide conference rooms for the meetings and working sessions.

Provide the subject matter experts and have them available during the periods stated in the project scheduled above.

Provide decision making managers to resolve any conflicts in the requirements.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at the State premises located at:

- 1. Cadillac Place building, 3024 W. Grand Boulevard Suite L-500 and/or 3rd Floor, Detroit, Michigan.
- 2. Capitol Tower building, 110 West Michigan Ave. 8th or 9th Floor, Lansing, Michigan.
- 3. Victor Center building, 108 West Allegan Street, Lansing, Michigan.

Travel time and expenses are included in the Services costs, but will be limited to up to twelve (12) trips for up to two (2) Tribridge consultants during the implementation project. Onsite visits will be scheduled two weeks in advance and will only occur in the Detroit or Lansing location within the same week.



EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

This is a fixed price effort and therefore no overtime will be permitted.



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

CONTRACT CHANGE NOTICE

Change Notice Number 5

to

Contract Number 071B7700022

Tribridge Holdings, LLC		z P	Tracie Mansberger	MULTI					
4830 W. Kennedy Blvd.		Program Manager	517-373-9684						
Tampa, FL 33407	STA		mansbergert@Michigan.gov						
Rick Thompson	TE	C. Admi	Garrick Paraskevin	DTMB					
719-339-2907		ontrac inistra	(517) 284-6993						
rick.thompson@tribridge.com			paraskeving@michigan.gov						
CV0010095									

			CONTRACT S	SUMMARY					
MICHIGAN STATE HISTORIC PRESERVATION OFFICE (MISHPO) SYSTEM									
INITIAL EFFEC	TIVE DATE	INITIAL EXPIR	RATION DATE						
October 1	I, 2016	May 3	1, 2021	5 - 1 Ye	ar	Мау	31, 2021		
	PAYME	NT TERMS			DELIVERY TIN	IEFRAME			
	ALT	ERNATE PAYMEN	T OPTIONS		EXTE	ENDED PURCH	ASING		
□ P-Card		Direct 🗆	Voucher (DV)	□ Other	⊠Y	es	□ No		
MINIMUM DELIVE	RY REQUIREM	ENTS							
			ESCRIPTION OF	CHANGE NOTICE					
OPTION	LENGTH	OF OPTION	EXTENSION	LENGTH OF EXT	ENSION	REVISED	EXP. DATE		
						Мау	31, 2021		
CURRENT	VALUE	VALUE OF CH	ANGE NOTICE	ESTIMATED	AGGREGATE	CONTRACT	VALUE		
\$3,203,7	\$3,203,729.00 \$130,400.00 \$3,334,129.00								
			DESCRIP						
	Effective 3/26/2018 The parties agree to add funds and for services related to contractor change notice 6,7 & 8 and attached SOW. All other terms, conditions, specifications and pricing remain the same. Per contractor, agency, and DTMB Procurement.								



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

Project Title: Michigan State Historic Preservation Office (MiSHPO)	Period of Coverage: 4/19/2016 – 09/15/21
Requesting Department:	Date:
Michigan State Housing Development Authority (MSHDA)	02/26/2018
Agency Project Manager:	Phone:
Vanessa McDonald	517 241-2012
DTMB Project Manager:	Phone:
MichaelWeiszbrod	517 241-2928

Brief Description of Services to be provided:

BACKGROUND:

CONTRACT NO. 071B7700022

This Software as a Service Contract (this "Contract" or "Agreement") is agreed to between the State of Michigan (the "State") and Tribridge Holdings, LLC ("Contractor"), a Delaware limited liability company. This Contract is effective on October 1, 2016 ("Effective Date"), and unless earlier terminated, will expire on May 31, 2021 (the "Term"),

This Contract may be renewed for up to five (5) additional one (1) year period(s). Renewal must be by written notice from the State and will automatically extend the Term of this Contract. Each renewal term shall automatically renew on the anniversary date of this Agreement unless the State provides Contractor written notice at least sixty (60) days prior to the end of the term of its intent not to renew.

PROJECT OBJECTIVE:

This Contract is awarded from Request for Proposal # 007116B0006697 to establish an information system related to the identification and management of historical and archaeological sites and historical artifacts and the submission, review, and response of federally-funded projects on behalf of the Michigan State Housing Development Authority (MSHDA). The contract may also be leveraged by any other State agency to create establish a scalable business workflow platform using Microsoft Dynamics CRM technology, as well as the geospatial mapping of the resulting data, to meet its specific business needs.

SCOPE OF WORK:

Change Order 6

This Change Order constitutes an addendum and/or amendment to the contract (number 07167700022). The purpose of this Change Order is to provide Services not outlined in the original agreement. All terms and conditions for this Change Order remain the same as those outlined in the original Agreement and applicable contracts. The Services provided under this Change Order will be performed on a fixed fee basis. The basic principles and legal terms agreed to in our original Master Services Agreement continue to govern this effort. The purpose of this Change Order is to include a number of items that were not in scope that Michigan has determined are necessary for the phase one go live.

Change Order 7

The purpose of this Change Order is to include the capability to 'go-back' in TK to be provided by creation of a 'previous' button. Customer has determined that the "previous" functionality is necessary for the phase one go live. Due to the complex nature of the entity structure in CRM, the out of the box TK previous button was not sufficient to meet the needs to allow users to navigate through the portal.

This Change Order reflects half of the required effort to complete. Tribridge has agreed to nobill for half this effort. This is reflected in 'the Change Order total below.

Change Order 8

The following is <u>IN SCOPE</u> for this contract:

- Software
- Implementation services
- Training
- Documentation
- Hosting and operation of services
- Maintenance and Support
- Future Enhancements
- The following is <u>Out of Scope</u> for this contract:
 - Hardware

TASKS:

There are no tasks for these change orders

DELIVERABLES:

Change Order 6

- DocCorePack Application Amendment (need to have before TC TK goes live)
- DocCorePack Application Part 3 (need to have before TC TK goes live)
- DocCorePack Application Part 2 (need to have before TC TK goes live)
- DocCorePack Application Part 1 (need to have before TC TK goes live)
- Create an email template that sends the NR Nomination form (workflow)
- Build TK for NR Nomination Form (after sys admin trng) and initial build by TRI
- Changes to Consultant Qualifications page qualifications field
- Allow multiple photos to be attached (bulk upload) CRM & TK is necessary per end user please keep
- Need a way to alert the Lead Reviewer that the other reviews' reviews are completed
- Building Materials Drop-downs added for specific fields

Change Order 7

 'Previous' button functionality will be created across all appropriate TK forms (need to have before TC TK goes live)

Change Order 8

ID	Title	Proposed Fix
3588	Amendment - Amendments need to	Add Amendment number field to form and sub-
	be numbered sequentially	grid.
2792	Auto-Number Work Items (Part 2:	Auto-Number the Work Items entity via N52.
	Should not be able to have more	
	than one with the same number)	
3434	Survey Map should be on the	Add Survey Map Tab, add a Survey Map in
	Survey record	Frame
3609	External Security Role Requirement	LANDON TO COMPLETE:
	need an access level on the Survey	1. Create two sets of Teams
		A) Above-ground
		B) Below-ground
		2. Create new Security Role
		BRETT TO COMPLETE:
		3. Update Maps to filter based upon user's
		Access Level (or above/below ground
		designation) Site Map, Survey Map (once it's
2500		accepted as an Enhancement).
2582	Section 106- More than one federal	Need ability to cycle back through the fed Agency
	agency	Contact dialog. Will need to add cnedboxes and
		additional navigation within TK.
		"Note' we are only making this change for
		Federal Agency Contacts in Section 106 (not
3433	Need Sec of Interior SAG field on	State Agency or Consulting). 1.New field on Survey and Project.
5455		2.Business Rule or WF to update field on Survey
	Survey as well as project	when it's updated on Project
3437	CRM Rob wants to see applications	Workflow that updates protect date fields based
5457	that were submitted in Response	upon Task date fields and Task closure.
	details section	upor rask date lields and rask closure.
3470	Surveys should be either	Survey has Survey Type field.
	Archaeological or	Survey has. nne or many "Survey Level" raids,
	Architectural/History, not both	depending upon type.
	,	Update CRM configuration.
		Update TK configuration.
3383	Adverse Effect - Need which AE d is	Added AE Type section wth checkboxes under
	field	the Details (Review and Compliance) tab.
3073	Related Sites - Need to have a	Appending " C" for the coved records and
-	different Site ID - Diane to provide	disabling the duplicate detection rule on site id. If
		special
		numbering is needed, this will be added to the
		Phase 2 change order

3537	Consultant Eligibility Recommendation Field Changes	The field should be relabeled to "Eligibility Recommendation" This field should be mandatory There should be a follow-up with, 1) Does the person making the recommendation meet the 36 CFR Part 61 Professional Qualifications? Yes/No, 2) Who made the NR eligibility recommendation? Similar to the one in Archaeology, except that the language just asks who made 6, rather than indicates that they are 36 CFR
3444	CRM• Tax Part I to NPS - Status change not working when marked as complete Might need to add additional statuses	New Tax Credit Projed Statuses and/or Application Statuses.
3242	Mapping - CRM Sites Legend Changes	Surveys should be separated into Archaeological Survey and Architectural/History Survey
1905	Changes to Consultant Qualifications page - resume/upload	Added ability to upload a resume when registering for TK. Updated the section 106 attachment page for Fed Qualfications.
3090	TRS Geolocation - Need to Populate on Map	Show TRS coordinates on the Geolocation map.
3523	TRS - Need a text box for Private Claim numbers, which are used in Monroe and Detroit	 New field on the Geolocation form - "Private Claim Number," Update TK with new field
3143	Multiple Significant Persons - Need to be able to enter multiple architects/builders	 Update TK NR App - need to add a ForEach node. Update Architectural Site File TK App (?)
3657	Please add Site Number and NR Status to the grid at the bottom	Update Public Sites able. Scribe integration and map layer to show these fields on the TK public sites map
3424	Tr./CAM - Robb would like to see the date the app was sent to NW in response details section for each part	 Requesting 4 new fields. These would be manually updated in CRM (not automated via TK). 1. Date App Sent to NPs - Part 1 2. Date App Sent to HPS - Part 2 3. Date App Sent to NPS - Part 3 4. Date App Sent to NPS - Amendment
3500	Integrity Field Rework	 Rename a field. Create 7 new fields to track the "Retains Integrity of" values. Update TK Dialogs.
3475	We need to be able to send the consultant some kind of notification of which sites they have already	On 9/18 we decided to reduce the effort to 3 hours. We will simply send an email notification to the applicant after they submit New sites. 1. TK updates 2. WF + DocCorePack to send email

3508	Ability to upload shape files. Unable to map long linear, complex, or disconnected project areas especially when combined with timeout	 Proposed Fix 1) TK Dialogs will allow a user to say that they want to upload a shapefile 2) Dialog will take user to a page with a link to a shapefile to Well-Known Text conversion website 3) User will be responsible for converting the shapefile 4) User will paste the WKT from the conversion web-site (or their own conversion system) 5) Custom code will read the ma onto a map for user to confirm that geometry is correct 6) User will then either re-upload or confirm, if confirmed, application will save shape to Geolocatton entity

ACCEPTANCE CRITERIA:

PROJECT CONTROL AND REPORTS:

Not Applicable – Consistent with current contract.

SPECIFIC DEPARTMENT STANDARDS:

Not Applicable – Consistent with current contract.

PAYMENT SCHEDULE:

Cost Table 2: Base Year Detail

Listed below is the revised Cost Table 2 information based on the additions of change orders 6, 7, and 8.

Cost Table 2: Project Cost Detail by Milestone (Contract 071B7700022)

MILESTONE	DELIVERABLE	COST
	Change Order 6	\$29,300
Implementation	Change Order 7	\$35,100
	Change Order 8	\$66,000
	\$130,400	



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

CONTRACT CHANGE NOTICE

Change Notice Number 4

to

Contract Number 071B7700022

	Tribridge Holdings, LLC		< ₽	Tracie Mansberger	MULTI					
CO	4830 W. Kennedy Blvd.		Program Manager	517-373-9684						
NT	Tampa, FL 33407	ST	er 1	mansbergert@Michigan.g	ov					
RA	Rick Thompson	ATE	Adm	Garrick Paraskevin	DTMB					
СТС	719-339-2907		Contract Administrator	(517) 284-6993						
<u>'</u> OR	rick.thompson@tribridge.com		ct rator	paraskeving@michigan.go	v					
	CV0010095									

	CONTRACT SUMMARY					
	MICHIGAN STATE HISTORIC PRESERVATION OFFICE (MISHPO) SYSTEM					
MICHIGAN STATE HISTORIC PRESERVATION OFFICE (MISHFO) S						
INITIAL EFFE	CTIVE DATE		RATION DATE		E OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October	1, 2016	May 3 ⁻	1, 2021	5 - 1 Ye	ar	May 31, 2021
PAYMENT TERMS					DELIVERY TI	IEFRAME
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING		
□ P-Card	□ P-Card □ Direct Voucher (DV) □ Other ⊠ Yes □ N			es 🗆 No		
	ERY REQUIRE	IENTS				
	DESCRIPTION OF CHANGE NOTICE					
OPTION	LENGTH	OF OPTION	EXTENSION	LENGTH OF EX	TENSION	REVISED EXP. DATE
				May 31, 2021		
CURRENT VALUE VALUE OF CHANGE NOTICE			ESTIMATED AGGREGATE CONTRACT VALUE			
\$3,203	\$3,203,729.00 \$0.00 \$3,203,729.00					29.00
	DESCRIPTION					
Effective 3/19/2018, the deliverables in Milestone 3 of the Statement of Work attached to Change Notice 3 are amended per the						

Effective 3/19/2018, the deliverables in Milestone 3 of the Statement of Work attached to Change Notice 3 are amended per the attached document. All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, and DTMB Procurement approval.



Change Order

Tribridge Holdings, L 4830 West Kennedy Tampa, FL 33609 Phone (613) 287.888	Blvd., Suite 900	Ci	barige Ordør Numbør Unte	CH01 3/7/2018
CUSTOMER NAME &	ADDRESS	લાછ	(OMERICONITACT N	AME
Michigan Department d	of Civil Rights		Mary Engelman	
PROJECT MANAGER	1	1213021561110	GUSTA	MERID
Ralph Pinney		STAMID1CRM10	STA	MI01
Order is to provide S those outlined in the fixed fee basis and t	constitutes an addendum and/or amendment to Statemer Services not outlined in the original agreement. All terms original Agreement and applicable contracts. The Servic he Customer will be invoiced upon execution of this char Services Agreement continue to govern this effort.	and conditions for this es provided under this ige order. The basic p	Change Order remains Change Order will	ain the same as be performed on a erms agreed to in
Change in Deliverables	and Scope of Milestone 3	MED.		T(0)7AL \$78,000.00
Remove Original Dellv				(\$78,000.00)
	SEM-0702 Installation Plan			
	SEM-0605 System Design Checklist			
	SEM-0703 Training Plan SEM-0602 Test Plan SEM-0603 Test Type Approach and Report			
	SEM-0704 Training Checklist			
Add New Deliverables				\$78,000.00
	Fully configured Instance of VSTS with requirements organized asks SEM-0702 Installation Plan	into build iterations and	associated build	· · · · · · · · · · · · · · · · · · ·
	Scm-0702 Installation Plan Assistance with setting up development and testing instances o	D365		
	Updated Project Plan from build planning through go live of the			
	n dan se se se se dan se se se se se se se se se de la sedera da de la seconda da se deservada da da se se se s Se se			
	· · · · · · · · · · · · · · · · · · ·			· · · · · · · · · · · · · · · · · · ·
ł	ESTIMATED TOTAL:			\$78,000.00
Assumptions; The project would folic	w the same 3 week schedule with 2 weeks of onsite time			

I agree to the changes to Statement of Work described above under the terms agreed to and listed on this Change Order. Work will be scheduled after the change order is signed by the Customer.

Agreed to by:

3 2

Customer Signature

Shoch Printed Name (ch ŕ.

2018

Tribridge Holdings, LLC Signature Ć K١ 05 nna Printed Name 2 2018 Date

Date

THANK YOU FOR YOUR BUSINESSI



Department of Technology, Management, and Budget 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 3

to

Contract Number 071B7700022

	Tribridge Holdings, LLC		∠ P	Tracie Mansberger	DTMB-IT	
4830 W. Kennedy Blvd.	Program Manager	517-373-9684				
TΝ	Tampa, FL 33407		ï	mansbergert@Michigan.gov		
RAC	Rick Thompson	ΛTE	Adm	Kim Harris	DTMB	
	719-339-2907		Contract Administrator	(517) 284-7016		
⁻ OR	rick.thompson@tribridge.com		ct rator	harrisk16@michigan.gov		
	*****5872					

	CONTRACT SUMMARY						
MICHIGAN S	MICHIGAN STATE HISTORIC PRESERVATION OFFICE (MISHPO) SYSTEM						
INITIAL EFFE	CTIVE DATE	INITIAL EXPI	RATION DATE	INITIAL AVAILABL	E OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October	1, 2016	May 3 ⁻	1, 2021	5 - 1 Ye	ar	May 31, 2021	
	PAYME	NT TERMS				IEFRAME	
ALTERNATE PAYMENT OPTIONS				EXTE	ENDED PURCHASING		
P-Card Direct Voucher (DV)			Other	⊠Y	es 🗆 No		
MINIMUM DELIV	MINIMUM DELIVERY REQUIREMENTS						
		D	ESCRIPTION OF (CHANGE NOTICE			
OPTION	LENGTH	OF OPTION	EXTENSION	LENGTH OF EXTENSION		REVISED EXP. DATE	
						May 31, 2021	
CURREN	T VALUE	VALUE OF CH	ANGE NOTICE	ESTIMATED	AGGREGAT	E CONTRACT VALUE	
\$2,917	\$2,917,389.00 \$200,000.00		\$3,117,389.00				
DESCRIPTION							
Effective 09/13/2017, this contract is hereby increased by \$200,000 per attached Statement of Work. All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, and DTMB Procurement approval.							



Department of Technology, Management, and Budget 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2

to

Contract Number 071B7700022

	Tribridge Holdings, LLC		 ₽ 	Tracie Mansberger	DTMB-IT	
СО	4830 W. Kennedy Blvd.	V. Kennedy Blvd.	517-373-9684			
ŇT	Tampa, FL 33407		er n	mansbergert@Michigan.gov		
RA	Rick Thompson	ATE	Co	Kim Harris	DTMB	
CTC	719-339-2907		Contract Administrator	(517) 284-7016		
'OR	rick.thompson@tribridge.com		ct rator	harrisk16@michigan.gov		
	******5872					

	CONTRACT SUMMARY					
MICHIGAN S	TATE HISTOF	RIC PRESERVA	TION OFFICE ((MISHPO) SYSTE	Μ	
INITIAL EFFE	CTIVE DATE		RATION DATE			EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October	1, 2016	May 31	l, 2021	5 - 1 Yea	ar	May 31, 2021
	PAYME	NT TERMS		I		IEFRAME
				NA		
ALTERNATE PAYMENT OPTIONS				EXTE	ENDED PURCHASING	
□ P-Card	□ P-Card □ Direct Voucher (DV) □ Other ⊠ Yes □ No			es 🗆 No		
MINIMUM DELIV	ERY REQUIRE	MENTS				
NA						
		D	ESCRIPTION OF C	HANGE NOTICE		
OPTION	LENGTH	OF OPTION	EXTENSION	LENGTH OF EXT	TENSION	REVISED EXP. DATE
NA 🗆		NA		May 31, 2021		
CURRENT VALUE VALUE OF CHANGE NOTICE			ESTIMATED AGGREGATE CONTRACT VALUE			
\$2,917,	\$2,917,389.00 \$86,340.00 \$3,003,729.00					
DESCRIPTION						
Effective July 13, 2017, this contract is hereby increased by \$86,340.00 in accordance with the attached changes and the SOW						

Effective July 13, 2017, this contract is hereby increased by \$86,340.00 in accordance with the attached changes and the SOW as follows:

a.To allow the ability to submit a Section 106 application.

b. The create two sets of TK Dialogs: Ability to complete an 'Archaeology Site File' form via TK Dialogs Ability to complete an 'Architectural/History Site File' form via TK Dialogs.

c. The effort to map the fields on Argus screens to the corresponding fields in Dynamics 365. Additionally, the effort will provide any data transformation or lookup logic that is needed to migrate the data from Argus to Dynamics 365

d. To convert the three-part "Historic Preservation Certification Application" (a.k.a. Tax Credit Application)

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



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

CONTRACT CHANGE NOTICE

Change Notice Number 1

to

Contract Number 071B7700022

	Tribridge Holdings, LLC		Tracie Mansberger	DTMB-IT	
CO	4830 W. Kennedy Blvd.		517-373-9684		
R	Tampa, FL 33407	STL	mansbergert@Michiga	n.gov	
RA	Rick Thompson	THE SECTION OF SECTION	Kim Harris	DTMB	
	719-339-2907		(517) 284-7016		
)R	rick.thompson@tribridge.com		harrisk16@michigan.g	ov	
	******5872				

		CONTRACT SU	UMMARY			
MICHIGAN STATE HIS	STORIC PRESERVA	TION OFFICE (N	MISHPO) SYSTEM			
INDIAL EFFECTIVE DA	na – Minalezink	ATICNICATE	INSIA AVAILABE	Citation States		
					ALLE COMPACTION CONTRACTOR	
October 1, 2016	May 31	, 2021	5 - 1 Year		May 31, 2021	
PA	ATMENT TERMS			IEMES / IMEER	AME TO POSTOR STRUCTURE	
NA						
	ALTERNATEPARMEN	OPTIONS .			DPURCHABING	
P-Card	Direct \	/oucher (DV)	D Other	⊠ Yes	□ No	
MINIMUM DEELWERYAREG	UREMENTS					
NA						
	0	ESCRIPTION OF CH	HANGE NOTICE			
CIRTION LEW	IGHEOROFTION	EXTERNER	LENCTION		REVISED EXPLOATE	
	NA		NA		May 31, 2021	
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\$2,917,389.00	\$2,917,389.00 \$0.00		\$2,917,389.00			
		DESCRIPT	TION			

Effective June 8, 2017, this request replaces the original quoted software, ADXStudios Portal (5-year @ \$126,561.00), which is no longer offered by the vendor with TK Dialogs (5-year @ \$101,580.00). This amendment shall include the attached following documents: TK Dialogs and CRM add ons- 1 and 5 yr quotes, Maintenance and License Agreement, Form of end user License and End User license agreement.

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



 Tribridge Holdings, LLC

 4830 West Kennedy Blvd.

 Suite 890

 Tampa, FL
 33609

 Phone: (813) 287-8687

 Fax: (813) 287-8688

Invoice No.

Customer ID

STAMI01

SU000069

ILL TO: Jarrod Barron State of Michigan PO Box 30026	Ship technological de la state SHIP TO: Electronis de la chilip de la
DTMB-Procurement LANSING, MI 48909	DTMB-Procurement LANSING, MI 48909

Notes:

PAGE 1

	F.O.B. POINT	e-mail		e stantes dage	ORDERED BY	CUSTOMER P.O. NO.
	2/15/2017	TERMS Due Upon Receipt		e e jažene	SALES PERSON	CONTRACT NUMBER 0000000414
	DESCRIPTIC	N	ΙΤΙΤΥ 🖉	UNITS	UNIT PRICE	EXTENDED PRICE
Team Know	/ledge (TK Dialogs) - Subscr	iption	1	EA	5,280.00	5,280.00
Notes: Team Know	TK Dialogs Web Portal 1 user @ \$440 for 12m /ledge (TK Dialogs) - Subscr	0.	1	EA	5,280.00	5,280.00
Notes; am Know	TK Dialogs Dialog Buil 2 Users @ \$220 each /ledge (TK Dialogs) - Subscr	or 12mo.	1	EA	3,960.00	3,960.00
Notes: Team Know	TK Dialogs Player 30 Users @ \$11 each /ledge (TK Dialogs) - Subscr		1	EA	3,840.00	3,840.00
Notes: MS CRM A	TK Dialogs Dev and Te 2 Users @ \$160 each ddons - Subscription		1	EA	2,388.00	2,388,00
Notes:	•	nt Core Pack for Dyanamics Online -Large r 12mo.	е			

Customer is required to notify their Tribridge CAM 60 days before the end of the service plan term if they want to discontinue support.

*** PLEASE NOTE OUR NEW REMIT TO ADDRESS BELOW *** Please remit to:

Tribridge Holdings, LLC P.O. BOX 200476 Pittsburgh, PA 15251-0476

Sales Total	20,748.00
Shipping & Handling	0.00
Total Misc. Charges	0.00
Sales Tax	0.00
	20,748.00
Less Paid Amount	0.00
TOTAL	20,748.00

Could the cloud be the best next step for maximizing and maintaining your business applications? Ask us about the benefits of private, hybrid, and public cloud services and which might be right for your needs.



Tribridge Holdings, LLC 4830 West Kennedy Btvd. Suite 890 Tampa, FL 33609 Phone: (813) 287-8687 Fax: (813) 287-8688

Invoice No.

Customer ID

STAMI01

SU000069

BILL TO:	n territer in the static and territy and the gas shall be a second state of the SHIP A	o:
Jarrod Barron State of Michigan PO Box 30026 DTMB-Procurement LANSING, MI 48909	Sta PC DT	rod Barron te of Michigan Box 30026 MB-Procurement NSING, MI 48909

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PAGE 1

	CARLES F.O.B. POINT AND A THE MARKED			SHIP VIA	1577		ORDERED BY	CUSTOMER P.O. NO.
				e-mail				084N7701713
	3/30/2017		an an that an	TERMS	d je jiho L	an (an der g	SALES PERSON	CONTRACT NUMBER
			1	Due Upon Receipt			Chris Wilson	000000414
		DESCRIF	TION	QUANTI	TY	UNITS	UNIT PRICE	EXTENDED PRICE
	Team Knowledge (TK Dialogs) - Subscription				1	EA	27,000.00	27,000.00
	Notes:	TK Dialogs Web Po						
÷	1 user @ \$450 for 60mo.							
	Team Knowled	lge (TK Dialogs) - Sub	scription		1	EA	26,400.00	26,400.00
	Notes:	TK Dialogs Dialog E						
*	2 Users @ \$220 each for 60mo. am Knowledge (TK Dialogs) - Subscription			1	EA	19,800.00	19,800.00	
		• • • • •	Sonption			64	10,000.00	10,000,00
	Notes:	TK Dialogs Player	ah far 60ma					
	30 Users @ \$11 each for 60mo. Team Knowledge (TK Dialogs) - Subscription				1	EA	19,440.00	19,440.00
	Notes:	TK Dialogs Dev and	•					
		2 Users @ \$162 ea						
	MS CRM Addons - Subscription				1	EA	8,940.00	8,940.00
	Noles:	CRM Add-ons Docu 1 User @ \$149 eac		for Dyanamics Online -Large				

Customer is required to notify their Tribridge CAM 60 days before the end of the service plan term if they want to discontinue support.

*** PLEASE NOTE OUR NEW REMIT TO ADDRESS BELOW ***

Please remit to: Tribridge Holdings, LLC P.O. BOX 200476 Pittsburgh, PA 15251-0476

Sales Total	101,580.00
Shipping & Handling	0.00
Total Misc. Charges	0.00
Sales Tax	0.00
	101,580.00
Less Paid Amount	0.00
TOTAL	101,580.00

Could the cloud be the best next step for maximizing and maintaining your business applications? Ask us about the benefits of private, hybrid, and public cloud services and which might be right for your needs.

FORM OF END USER LICENSE AGREEMENT

MSCRM-ADDONS.COM SOFTWARE LICENSE AGREEMENT

IMPORTANT: THIS SOFTWARE LICENSE AGREEMENT ("LICENSE AGREEMENT") IS A LEGAL AGREEMENT BETWEEN CLIENT AND MSCRM-ADDONS.COM. READ IT CAREFULLY BEFORE USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION, LIABILITY DISCLAIMERS AND SUPPORT INFORMATION. BY INSTALLING AND USING THE SOFTWARE, CLIENT IS CONFIRMING ITS ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF CLIENT DOES NOT AGREE TO BE BOUND BY THESE TERMS, CLIENT MUST UNINSTALL THE SOFTWARE FROM ALL COMPUTERS.

1. Definitions

(a) "MSCRM-ADDONS.COM" means PTM EDV-Systems GmbH and its licensors, if any.

(b) "Software" means only the MSCRM-ADDONS.COM software program(s) supplied by PTM EDV-Systeme GmbH herewith or as downloaded from the MSCRM-ADDONS.COM web site, and corresponding documentation, associated media, printed materials, and online or electronic documentation.

(c) "Client" means the company that has purchased the Software (whether through a MSCRM-ADDONS.COM Reseller Partner or directly from MSCRM-ADDONS.COM for use with their production installation of Microsoft CRM

(d) "Partner" means the authorized MSCRM-ADDONS.COM Reseller Partner from whom Client has purchased the Software.

2. License Grants

(a) Client may install the Software on Microsoft CRM server computers that have Windows operating systems which are compatible with Microsoft CRM; provided, however, that, notwithstanding anything contrary contained herein, Client may not use the Software for more than one production installation of Microsoft CRM.

(b) Client agrees that MSCRM-ADDONS.COM may audit its use of the Software for compliance with these terms at any time, upon reasonable notice.

(c) Client's license rights under this License Agreement are non-exclusive.

3. License Restrictions

(a) Client may not alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.

(b) Client may not sell, rent, lease, or sublicense the Software.

(c) Client may not modify the Software or create derivative works based upon the Software.

(d) Client may not export the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder. (e) In the event that Client fails to comply with this License Agreement, MSCRM-ADDONS.COM may terminate the license and Client must destroy all copies of the Software (with all other rights of both parties and all other provisions of this License Agreement surviving any such termination).

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The foregoing license gives Client limited license to use the Software. MSCRM-ADDONS.COM and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the Software and all copies thereof. All rights not specifically granted in this License Agreement, including Federal and International Copyrights, are reserved by MSCRM-ADDONS.COM and its suppliers.

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6. LIMITATION OF LIABILITY

(a) NEITHER MSCRM-ADDONS.COM NOR ITS SUPPLIERS SHALL BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF MSCRM-ADDONS.COM OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) MSCRM-ADDONS.COM TOTAL LIABILITY TO CLIENT FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF \$50 OR THE AMOUNT PAID BY CLIENT FOR THE SOFTWARE THAT CAUSED SUCH DAMAGE.

(c) (USA only) SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CLIENT AND CLIENT MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

(d) THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS LICENSE AGREEMENT.

7. Support and New Releases

Customers that purchase a mscrm-addons.com product are entitled to support and new releases (does not include upgrades to newer MS CRM versions) of the purchased product for one year from the time of purchase of the first product licenses. Subsequent purchases of additional licenses of the same product fall under the terms of the initial purchase. After one year from initial purchase, Client may purchase annual support contracts at 10 Euro per User. In all cases where an additional year of support is purchased, the term of that support will commence as of the expiration date of the original support period. For example, an organization that purchases mscrm-addons.com products on January 1, 2005 and waits to renew support until February 2006 will receive support through December 31, 2006; one year starting from the expiration of the original term.

If Software is purchased by Client through an authorized mscrm-addons.com Solutions Reseller partner ("Partner") and Client pays annual support fees, Partner is responsible for providing support for Software and Client may request support by contacting Partner directly. Partner may contact mscrm-addons.com Solutions to request support as needed. If Software is purchased by Client directly from mscrm-addons.com Solutions, Client may contact mscrm-addons.com Solutions directly to receive support. In this case, support is provided to one administrative contact per licensing organization and is limited to assistance troubleshooting errors in the mscrm-addons.com applications related to installation or proper functioning of the application. mscrm-addons.com provides detailed product installation guides, users guides and videos on our web site at each product's individual home page. mscrm-addons.com provides product support and resources through <http://www.mscrm-addons.com> mscrm-addons.com Solutions reserves the right to stop support, upgrades and/or enhancements to Software at any time and without reason. In the event mscrm-addons.com Solutions decides to stop support, upgrades and/or enhancements Client will be entitled to a refund on any remaining amount paid by Client for support of Software. Remaining amount will be determined on a pro-rated basis based on number of days of support remaining. Support will not be provided for customized versions of mscrmaddons.com products whether customized by mscrm-addons.com or the end client. Users of customized versions of mscrm-addons.com product may purchase support and receive all new releases. However, mscrm-addons.com does not guarantee that new releases will work with customized versions nor will mscrm-addons.com modify its products to do so without an additional services charge.

8. Basis of Bargain

The Warranty Disclaimer, Exclusive Remedies, Limited Liability and

Support/Upgrade/Enhancement set forth above are fundamental elements of the basis of the agreement between mscrm-addons.com Solutions and Client. mscrm-addons.com Solutions would not be able to provide the Software on an economic basis without such limitations. Such Warranty Disclaimer, Exclusive Remedies, Limited Liability

Support/Upgrade/Enhancement inure to the benefit of mscrm-addons.com Solutions' licensors.

9. U.S. GOVERNMENT RESTRICTED RIGHTS LEGEND

This Software and the documentation are provided with "RESTRICTED RIGHTS" applicable to private and public licenses alike. Without limiting the foregoing, use, duplication, or disclosure by the US Government is subject to restrictions as set forth in this License Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013 (c)(1)(ii)(OCT 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14, as applicable. Manufacturer: PTM EDV Systeme GmbH, 8020 Graz , Bahnhofgürtel 59, AUSTRIA.

10. (Outside of the USA) Consumer End Users Only

The limitations or exclusions of warranties and liability contained in this License Agreement do not affect or prejudice the statutory rights of a consumer (i.e., a person acquiring goods otherwise than in the course of a business).

The limitations or exclusions of warranties, remedies or liability contained in this License Agreement shall apply to Client only to the extent such limitations or exclusions are permitted under the laws of the jurisdiction where Client is located.

11. Transferability

Licenses of mscrm-addons.com products may only be used by the licensing organization. They may not be transferred, re-sold or otherwise assigned to another organization.

12. General

This License Agreement shall be governed by the internal laws AUSTRIA, without giving effect to principles of conflict of laws. Client hereby consents to the exclusive jurisdiction and venue of the state courts sitting in AUSTRIA to resolve any disputes arising under this License Agreement. In each case this License Agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.

This License Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. Client agrees that any varying or additional terms contained in any purchase order or other written notification or document issued by Client in relation to the Software licensed hereunder shall be of no effect. The failure or delay of mscrm-addons.com Solutions to exercise any of its rights under this License Agreement or upon any breach of this License Agreement shall not be deemed a waiver of those rights or of the breach.

No mscrm-addons.com Solutions dealer, agent or employee is authorized to make any amendment to this License Agreement.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect. All questions concerning this License Agreement shall be directed to: PTM EDV Systeme GmbH, Bahnhofgürtel 59, 8020 Graz, AUSTRIA.

mscrm-addons.com Solutions and other trademarks contained in the Software are trademarks or registered trademarks of PTM EDV Systeme GmbH. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. Client may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This License Agreement does not authorize Client to use mscrm-addons.com Solutions' or its licensors' names or any of their respective trademarks.

SOFTWARE MAINTENANCE AGREEMENT

Date:

Parties:

- (1) "TKL" Team Knowledge Limited whose registered office is at 9 Riverside, Waters Meeting Road, Bolton BL1 8TU, c/o Davies & Co Accountants.
- (2) "the Licensee"

Recital:

This agreement has been entered into pursuant to the Licence Agreement.

Operative Provisions:

1. The terms and conditions set out in Part 2 ("maintenance conditions") shall be incorporated into this Agreement, form part of this Agreement and all terms are defined in the maintenance conditions. The terms and conditions set out in the Licence Agreement shall be deemed to form part of this Agreement save to the extent that they are inconsistent with the terms of this Agreement.

2. In consideration of the payment by the Licensee of the fees detailed in the Licence Agreement, TKL hereby agrees to provide the Maintenance Services to the Licensee upon the maintenance conditions.

3. The Licensee hereby agrees to comply with the maintenance conditions.

4. This Agreement shall commence on the Commencement Date and shall continue for the duration of the Licence Agreement.

5. This agreement, and all of the parties' respective rights and duties in connection herewith, shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to conflicts of laws and any action or similar proceeding that might arise from or in connection with this Agreement or its subject matter may be neither commenced nor maintained except in the courts located in Ingham County, Michigan. Any action against the Licensee related to this agreement must be brought in the Michigan Court of Claims.

[signature]	[signature]
Signed by:	Signed by:
[print name]	[print name]
Position:	Position:
duly authorised for and on behalf of TKL	duly authorised for and on behalf of the Licensee

Part 1

A THE COMMENCEMENT DATE

The date on which the Licensed Programs are installed at the Location as specified in Part 1 of the Licence Agreement.

B THE LICENCE AGREEMENT - between TKL and the Licensee

C LICENSED PROGRAMS

The TKDialogs Software.

1

Team Knowledge Dialogs is a software tool, which allows non-IT staff to map their business processes. Once mapped, these processes automatically generate browser-based electronic services, which provide simple guidance to customer services staff or directly to customers through self-service use on the Internet; these run on the Team Knowledge software and interface with Dynamics CRM. The Dialog Builder software, which is included, enables these processes to be modified or extended by the Licensee, as required.

Part 2

1 Definitions

1.1 In this Agreement unless the context otherwise requires, the following expressions have the following meanings:

"Commencement Date" means the date on which this Agreement shall become effective as specified in Part 1

"Confidential Information" means all information obtained by one party from the other pursuant to this Agreement which is expressly marked as confidential or which is manifestly of a confidential nature or which is confirmed in writing to be confidential within 7 days of its disclosure

"Current Release" means the most recent Release accepted by the Licensee under this Agreement or if no Release has been accepted the Licensed Programs

"Hours of Cover" means Monday to Friday 9.00am to 5.30pm

"Licence Agreement" means the software licence agreement entered into by the parties as detailed in Part 1

"Licensed Programs" "Licensed Program" "Materials" and "Equipment" have the meanings respectively given to them in the Licence Agreement

"Maintenance Charge" means the charges payable for the Maintenance Services specified in the Licence Agreement

"Maintenance Services" means the maintenance services to be provided by TKL pursuant to Clause 3

"New Release" means any new Release made available to the Licensee by TKL pursuant to 3.2

"Program Documentation" means the user instructions, other documentation and all other related materials in either printed form or machine readable form supplied by TKL to the Licensee for aiding the use and application of the Current Release

"Release" means a version of the Licensed Programs (defined by reference to variations in version numbers e.g. v. 1, v. 2, etc)

"Service Levels" means the service levels as detailed in Part 3.

"Specification" means the specification of the Current Release describing the facilities and functions thereof

- 1.2 In this Agreement:
- 1.2.1 reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;
- 1.2.2 words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporate; and (in each case) vice versa;
- 1.2.3 any reference to a party to this Agreement includes a reference to his successors in title and permitted assigns;
- 1.2.4 the headings to the Clauses are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2 Charges and payment

2.1 Any charges payable by the Licensee hereunder shall be paid by the Licensee within 30 days after the receipt of TKL's invoice therefor.

2.2 Any charges payable under this Agreement are exclusive of tax which shall be paid by the Licensee at the rate and in the manner for the time being prescribed by law.

2.3 If any sum payable under this Agreement is not paid within 7 days after the due date then (without prejudice to TKL's other rights and remedies) TKL reserves the right to charge interest on such sum on a day to day basis (as well after as before any judgment) from the date or last date for payment thereof to the date of actual payment (both dates inclusive) at the rate of 2 per cent above the base

rate of HSBC Bank plc (or such other London Clearing Bank as the Supplier may nominate) from time to time in force compounded quarterly. Such interest shall be paid on demand by TKL. In addition or in the alternative (at the option of TKL), TKL may suspend the provision of the Maintenance Services until such time as the payment is made.

3 Maintenance Services

Subject to the payment by the Licensee of the Maintenance Charge TKL shall provide the Licensee with the following maintenance services according to the Service Levels:

3.1 Error correction

- 3.1.1 If the Licensee shall discover that the Current Release fails to conform with any part of the Specification then the Licensee shall within 14 days after such discovery notify TKL in writing of the defect or error in question and if reasonably practicable provide TKL with a documented example of such defect or error.
- 3.1.2 TKL shall thereupon promptly investigate the reported defect or error and thereafter use its reasonable endeavours to correct promptly such defect or error. Provided TKL has in its reasonable opinion been able to rectify the defect or error, it shall, forthwith upon such correction being completed, deliver to the Licensee the corrected version of the object code of the Current Release in machine readable form together with appropriate amendments to the Program Documentation specifying the nature of the correction and providing instructions for the proper use of the corrected version of the Current Release. TKL shall provide the Licensee with all assistance reasonably required by the Licensee to enable the Licensee to implement the use of the corrected version of the Current Release.
- 3.1.3 If, for any reason, TKL has not been able to rectify the defect or error, it shall immediately notify the Licensee and provided the failure hinders or prevents the Licensee from using part of the functionality of the Licensed Programs, the Licensee shall be entitled to terminate this Agreement forthwith by giving written notice to TKL.
- 3.1.4 The foregoing error correction service shall not include the provision of services in respect of:
 - 3.1.4.1 defects or errors resulting from any modifications of the Current Release made by any person other than TKL without TKL's prior written consent;
 - 3.1.4.2 any version of the Licensed Programs other than the Current Release and/or the immediately preceding Release;
 - 3.1.4.3 use of the Current Release other than in accordance with the Program Documentation or operator error;
 - 3.1.4.4 any defect or error in the Equipment or in any programs used in conjunction with the Current Release and/or the immediately preceding Release;
 - 3.1.4.5 defects or errors caused by the use of the Current Release and/or the immediately preceding Release on or with equipment (other than the Equipment) or programs not supplied by or approved in writing by TKL provided that for this purpose any programs designated for use with the Current Release and/or the immediately preceding Release in the Specification shall be deemed to have the written approval of TKL;
 - 3.1.4.6 act of God, fire, flood, war, act of violence or any other similar occurrence;
- 3.1.5 TKL shall make an additional charge in accordance with its standard scale of charges from time to time in force for any services provided by TKL:
 - 3.1.5.1 at the request of the Licensee but which do not qualify under the aforesaid error correction service by virtue of any of the exclusions referred to in paragraph 3.1.4 above; or

3.1.5.2 at the request of the Licensee but which TKL finds in its reasonable opinion are not necessary.

For the avoidance of doubt nothing in this paragraph shall impose any obligation on TKL to provide services in respect of any defect, error or circumstance arising due to any of the exclusions referred to in paragraph 3.1.4.

3.1.6 If the Licensee shall discover that the Program Documentation does not provide adequate or correct instruction for the proper use of any facility or function set out in the Specification then the Licensee shall notify TKL in writing of the fault in question within 14 days after such discovery. TKL shall thereupon promptly correct the fault and provide the Licensee with appropriate amendments to the Program Documentation.

3.2 Releases

- 3.2.1 TKL shall promptly notify the Licensee of any new Release of the Licensed Programs which TKL shall from time to time make generally available to its licensees and shall supply a copy of the same to the Licensee as soon as reasonably practicable after the same has been made available.
- 3.2.2 The New Release shall become the Current Release and the provisions of this Agreement shall apply accordingly. The Licensee shall if requested by TKL return to TKL the previous Current Release and any part of the Program Documentation or the Specification which has been superseded and all copies of the whole or any part thereof, or, if required by TKL, shall destroy the same and certify in writing to TKL that they have been destroyed.

3.3 Advice

TKL shall provide the Licensee between the hours of 0900 to 1700, *Monday to Friday (excluding public holidays in England and Wales)* with such technical advice by any of the telecommunications (including but not limited to electronic mail) telephone calls facsimile transmission postal mail or visits by staff of TKL as shall be reasonably necessary to resolve the Licensee's difficulties and queries in using the Current Release. For the avoidance of doubt, TKL shall not be obliged to provide such technical advice in respect of any difficulties or queries which arise by reason of any of the matters described in clause 3.1.4.

4 Licensee's obligations

During the continuance of this Agreement the Licensee shall:

4.1 use only the Current Release;

4.2 ensure that the Current Release and the Equipment are used only in accordance with the Program Documentation or advice from TKL under Clause 3.3 hereof by competent trained employees only or by persons under their supervision;

4.3 make 2 back-up copies of the Current Release and so many back-up copies of the Licensee's data bases and computer records as may be necessary in accordance with best computing practice;

4.4 not alter or modify the Current Release or the Program Documentation in any way whatever nor permit the Current Release to be combined with any other programs to form a combined work;

4.5 not request, permit or authorise anyone other than TKL to provide any maintenance services in respect of the Current Release or the Program Documentation;

4.6 co-operate fully with TKL's personnel in the diagnosis of any error or defect in the Current Release or the Program Documentation;

4.7 make available to TKL free of charge all information facilities and services reasonably required by TKL to enable TKL to perform the Maintenance Services including without limitation computer runs, on-line access, memory dumps, printouts, data preparation, office accommodation and photocopying;

4.8 provide such telecommunication facilities as are reasonably required by TKL for testing and diagnostic purposes at the Licensee's expense;

4.9 ensure in the interests of health and safety that TKL's personnel, while on the Licensee's premises for the purposes of this Agreement, are at all times accompanied by a member of the Licensee's staff familiar with the Licensee's premises and safety procedures.

5 Proprietary rights and licence

5.1 The provisions of the Licence Agreement shall apply to the Current Release, any New Release, the Program Documentation, and the Specification as such provisions are expressed to apply to the Licensed Program Materials and to the specification referred to in the Licence Agreement mutatis mutandis and the parties hereby undertake to be bound by and comply with the terms of the Licence Agreement accordingly.

6 Termination

6.1 The Licensee may terminate this Agreement at any time by giving at least 30 days' prior written notice to TKL. Notwithstanding anything else contained herein, this Agreement may be terminated:

- 6.1.1 forthwith by TKL on giving notice in writing to the Licensee if the Licensee fails to pay any sum due under the terms of this Agreement (otherwise than as a consequence of any default on the part of TKL) and such sum remains unpaid for 14 days after written notice from TKL requiring such sum to be paid and referring to this Clause 6.1.1; or
- 6.1.2 forthwith by either party on giving notice in writing to the other if the other party is in material breach of any term of this Agreement (other than any failure by the Licensee to make any payment hereunder in which event the provisions of paragraph 6.1.1 above shall apply) and (in the case of a breach capable of being remedied) shall have failed to have remedied within 30 days of receiving a written notice requiring it to do so; or
- 6.1.3 forthwith by either party on giving notice in writing to the other if the other party shall have a receiver or administrative receiver appointed or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.

6.2 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

7 Liability

7.1 TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL TKL BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE LICENSEE'S USE OR INABILITY TO USE THE LICENSED PROGRAMS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF TKL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY. IN NO EVENT SHALL TKL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF THE MAINTENANCE CHARGE. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Part 3

Service Levels

1. Upon reporting any defect or error in any part of the Licensed Programs, the Licensee shall identify to TKL the appropriate priority level of the defect or error in question, using the following categorisation as a general guide:-

<u>Priority</u> <u>Level</u>	Description
1	- the Licensed Programs are non-operational; or
	 a defect or error is causing a significant loss of functionality to the majority of users of the Licensed Programs and there is no workaround available; or
	 operation/performance of the Licensed Programs is severely degraded or compromised for the majority of users of the Licensed Programs
2	A fault which is not Priority 1 where:-
	 the problem is causing some loss of functionality for the majority of users and there is no workaround available; or
	 operation/performance of the Licensed Programs are noticeably degraded for the majority of users; or
	 the problem is causing a significant loss of functionality for a small number of users and there is no workaround available; or
	 operation of the Licensed Programs is severely degraded for a small number of users
3	A fault which is not Priority 1 or Priority 2

2. TKL shall respond to all faults reported by the Licensee within 1 hour from the time of reporting within the hours of cover, either by telephone or e-mail. TKL shall use all reasonable endeavours to fix reported problems within the following periods of time after the problems are reported:-

Activity	<u>Fix Time</u>			
	Priority 1	Priority 2	Priority 3	
Temporary Fix / workaround	4 hours	8 hours	Next release	
Resolution	7 business days	14 business days	Next release	

Date:

Parties:

(1) "TKL" Team Knowledge Limited whose registered office is at 9 Riverside, Waters Meeting Road, Bolton BL1 8TU, United Kingdom.

and

(2) "the Licensee"

Operative Provisions:

1. Part 1 and the terms and conditions set out in Part 2 ("licence conditions") shall be incorporated into this Agreement and form part of this Agreement.

2. In consideration of the payment by the Licensee in accordance with the licence conditions of the fees detailed in Part 1 TKL hereby agrees in accordance with the licence conditions to:

2.1 grant to the Licensee a non-exclusive licence to Use the Licensed Program Materials;

2.2 deliver the Licensed Programs to the Licensee and install them on the Equipment, or require its authorised distributor to do so;

2.3 provide training (through its authorised distributor) and suitable user documentation to the Licensee;

2.4 provide the other services hereinafter described.

3. The Licensee hereby agrees to comply with the licence conditions.

4. This Agreement shall commence on the date set out above and may be terminated by the parties in accordance with the licence conditions.

5. The parties shall on the date set out above execute the software maintenance agreement annexed hereto.

6. This agreement, and all of the parties' respective rights and duties in connection herewith, shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to conflicts of laws and any action or similar proceeding that might arise from or in connection with this Agreement or its subject matter may be neither commenced nor maintained except in the courts located in Ingham County, Michigan. Any action against the Licensee related to this agreement must be brought in the Michigan Court of Claims..

[signature]	[signature]
Signed by:	Signed by:
[print name]	[print name]
Position:	Position:
duly authorised for and on behalf of TKL	duly authorised for and on behalf of the Licensee

A THE EQUIPMENT

As published and provided to the Licensee by TKL

B LICENSED PROGRAMS

The TKDialogs Software.

Team Knowledge Dialogs is a software tool, which allows non-IT staff to map their business processes. Once mapped, these processes automatically generate browser-based electronic services, which provide simple guidance to customer services staff or directly to customers through self-service use on the internet and is integrated with Microsoft Dynamics CRM. The Dialog Builder software, which is included, enables these processes to be modified or extended by the Licensee, as required.

C LICENCE FEE

The software is supplied on a Subscription basis with a licence that shall subsist for so long as the Subscription Fees are paid by the Licensee, although the parties agree that additional licences may be requested by the Licensee from time to time and will be provided by TKL to the Licensee at the same Subscription Fees as set out below.

The following licences will be supplied by TKL to the Licensee:

Licences:

(i) nn end user licenses for TK Dialogs Player at a Subscription Fee of [] per user

(ii) nn developer licenses for TK Builder developer application at a Subscription Fee of [] per developer

(iii) nn web connector licenses at a minimum a Subscription Fee of [

(iv) nn additional server licenses at (3 are included as standard, development, test and live)

Installation, training and set-up

D DELIVERY DATE

tba

E LOCATION

The software will at all times reside on up to three server machines (test, development and live) at the offices of the Licensee.

F STORAGE MEDIA

The software will be distributed electronically.

G TRAINING

Any training required by the Licensee will be provided by TKL

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H SOURCE CODE

TKL will deposit TK software's source code in a nationally recognised Escrow service, on request and at the Licensee's expense.

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1 Definitions

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Acceptance Date" means the date on which the Licensed Programs are accepted (or deemed to be accepted) by the Licensee pursuant to Clause 5

"Confidential Information" means all information which is expressly marked as confidential or which is manifestly of a confidential nature or which is confirmed in writing to be confidential within 7 days of its disclosure

"Delivery Date" means the delivery date specified in Part 1

"Equipment" means the Licensee's computer hardware and associated peripherals and operating system in respect of which the Licence is granted, specified in Part 1

"Group of Companies" means a party's subsidiary company or holding company or any subsidiary company of such holding company

"Licence" means the licence granted by TKL pursuant to Clause 8.1

"Licence Fee" means the fee for the Licence and the services to be provided under this Agreement as specified in Part 1

"Licensed Program Materials" means the Licensed Programs, the Program Documentation and the Media

"Licensed Programs" means the computer programs of TKL specified in Part 1

"Location" means the premises where the Equipment is located as specified in Part 1

"Media" means the media on which the Licensed Programs and the Program Documentation are recorded or printed as provided to the Licensee by TKL

"Program Documentation" means the user instructions, other documentation and all other related materials in eye-readable form supplied to the Licensee by TKL for aiding the use by the Licensee of the Licensed Programs

"Specification" means the specification of the Licensed Programs describing the facilities and functions thereof as published from time to time by TKL and any additional specification agreed by the parties in writing from time to time

"Subscription" shall have the meaning set forth in Part 1.

"Subscription Fees" means the fees payable by the Licensee for the Subscription.

"Subscription Term" means the period of time for which the Licensee pays the Subscription Fees.

"Use" means (as appropriate) either the reading and possession of the Program Documentation, or the loading and subsequent processing of the Licensed Programs on the Equipment, and the possession of the Media in accordance with the terms of this Agreement.

- 1.2 In this Agreement:
- 1.2.1 reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;
- 1.2.2 words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporate; and (in each case) vice versa;
- 1.2.3 any reference to a party to this Agreement includes a reference to his successors in title and permitted assigns;
- 1.2.4 the headings to the Clauses are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2 Payment

- 2.1 The Subscription Fees shall be paid by the Licensee within 30 days after the receipt by the Licensee of TKL's invoice or authorised distributor's invoice.
- 2.1.1 All fees and amounts payable under this Agreement are NOT subject to UK Value Added Tax and any taxes payable in connection with the Licence Fee shall be the responsibility of TKL.
- 2.1.2 If any sum payable under this Agreement is not paid within 7 days after the due date then (without prejudice to TKL's other rights and remedies) TKL reserves the right to charge interest on such sum on a day to day basis from the date or last date for payment thereof to the date of actual payment (both dates inclusive) at the rate of 2 per cent above the base rate of HSBC Bank plc (or such other London Clearing Bank as TKL may nominate) from time to time in force compounded quarterly. Such interest shall be paid on demand by TKL. For the avoidance of doubt, any failure to make payment within 7 days after the due date shall constitute a material breach of this Agreement for the purposes of Clause 18.2 and the Licensee shall have 30 days to remedy this breach.
- 2.1.3 The provisions of this clause, Clause 2.1, shall be suspended pending the proper delivery, installation and acceptance of the Licensed Programs according to Clauses 3 and 5.

3 Delivery and installation

TKL or the authorised distributor shall use all reasonable endeavours to deliver the Licensed Programs to the Licensee and to install them on the Equipment at the Location on or before the Delivery Date. Time shall not be of the essence in this regard, save that if delivery and installation of the Licensed Programs has not taken place within 28 days of the Delivery Date, the Licensee may serve written notice on TKL or the authorised distributor requiring delivery and installation to be completed within a further 28 days, in respect of which time shall be of the essence. The Licensed Programs shall consist of one copy of the object code of the Licensed Programs in machine-readable form only, on the storage media specified in Part 1. The parties agree that the maintenance charges payable under the software maintenance agreement signed the same date as this Agreement, shall not be payable until TKL or the authorised distributor has delivered and installed the Licensed Programs under this clause, and the Licensee has accepted those Licensed Programs.

4 Risk

Risk in the Media shall pass to the Licensee after installation. If any part of the Media shall thereafter be lost, destroyed or damaged TKL shall at the request of the Licensee replace the same promptly (embodying the relevant part of the Licensed Programs or Program Documentation) subject to the Licensee paying the reasonable cost of such replacement.

5 Testing and acceptance

5.1 Within 28 days of TKL or the authorised distributor notifying the Licensee that the Licensed Programs have been successfully installed on the Equipment the Licensee shall fully test the Licensed Programs and confirm acceptance.

6 The Equipment

TKL or its authorised distributor shall be responsible for ensuring that the Equipment is installed and fully operational at the Location on the Delivery Date. If TKL is delayed from performing its obligations under Clauses 3 and 5 by reason of any failure by the Licensee, then the Licensee will pay to TKL all reasonable costs, charges and losses attributable to such delay.

7 Warranty

- 7.1 TKL warrants that:
- 7.1.1 the Licensed Programs will after acceptance by the Licensee:

7.1.1.1 provide the facilities and functions set out in the product specification;

7.1.1.2 be free from substantial defects in materials, workmanship and installation

- 7.1.2 the Program Documentation will provide adequate instruction to enable the Licensee to make full and proper use of the Licensed Programs.
- 7.2.1 TKL shall have no liability or obligations under the said warranties other than to remedy breaches thereof by the provision of maintenance services in accordance with the software

maintenance agreement executed the same date as this Agreement, save that if TKL shall fail to remedy any breach of the said warranties as aforesaid then TKL shall be liable to the Licensee for all direct loss and damage suffered by the Licensee as a result of such failure (subject always to the limitations in Clause 22) provided that the Licensee shall have given TKL written notice of the breach in question no later than the expiration or termination of the maintenance agreement.

- 7.2.2 If TKL receives written notice from the Licensee after the Acceptance Date of any breach of the said warranty then TKL shall at its own expense and within a reasonable time after receiving such notice remedy the defect or error in question provided that TKL shall have no liability or obligations under the said warranty unless it shall have received written notice of the defect or error in question no later than the expiry of 3 months after the Acceptance Date;
- 7.2.3 The said warranty shall be subject to the Licensee complying with its obligations hereunder and to there having been made no alterations to the Licensed Programs by any person other than TKL, unless TKL has given express written permission to such alteration;
- 7.2.4 When notifying a defect or error the Licensee shall (so far as it is able) provide TKL with a documented example of such defect or error;
- 7.2.5 TKL shall have no liability or obligations under the said warranty other than to remedy breaches thereof by the provision of labour, materials and services within a reasonable time and without charge to the Licensee save that if TKL shall fail to comply with such obligations, its liability for each such failure shall be limited to a sum equal to the Licence Fee and the maintenance charges payable under the software maintenance agreement. The foregoing states the entire liability of TKL, whether in contract or tort, for defects and errors in the Licensed Program Materials which are notified to TKL after the Acceptance Date but to avoid doubt, such limitation of liability shall not apply to any breach of the intellectual property rights indemnity in clause 11 or breach of confidentiality under clause 17.
- SUBJECT TO CLAUSE 7.1 THE LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE 7.3 OF THE LICENSED PROGRAMS IS AT THE LICENSEE'S SOLE RISK AND THAT THE ENTIRE RISK. AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH THE LICENSEE. THE LICENSED PROGRAMS ARE PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND TKL HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED PROGRAMS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TKL DOES NOT WARRANT AGAINST INTERFERENCE WITH THE LICENSEE'S ENJOYMENT OF THE LICENSED PROGRAMS THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS WILL MEET THE LICENSEE'S REQUIREMENTS, THAT THE OPERATION OF THE LICENSED PROGRAMS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PROGRAMS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TKL OR A TKL AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO THE LICENSEE.

8 Licence

8.1 TKL hereby grants to the Licensee a non-exclusive licence to Use the Licensed Program Materials subject to the terms and conditions contained in this Agreement.

8.2 The Licensee shall Use the Licensed Program Materials for processing its own data and that of any member of its Group of Companies and in each case for its own internal business purposes only. Subject to Clause 19, the Licensee shall not permit any third party to use the Licensed Program Materials nor use the Licensed Program Materials on behalf of or for the benefit of any third party in any way whatever (including, without limitation, using the Licensed Program Materials for the purpose of operating a bureau service).

8.3 The use of the Licensed Program Materials is restricted to use on and in conjunction with the Equipment save that:

- 8.3.1 if the Licensed Program Materials cannot be used with the Equipment because it is inoperable for any reason then the Licence shall be temporarily extended without additional charge to use with any other equipment until such failure has been remedied, provided that such equipment is under the direct control of the Licensee. The Licensee shall promptly notify TKL of such temporary use and of the commencement and cessation thereof;
- 8.3.2 the Licensee may with the prior written consent of TKL (such consent not to be unreasonably withheld or delayed) Use the Licensed Program Materials on and in conjunction with any suitable replacement equipment (to be specified by type and serial number) if the use of the Licensed Program Materials on and in conjunction with the Equipment is permanently discontinued. Upon such consent being given the replacement equipment shall become the Equipment for the purposes of the Licence.

As long as the alternative equipment meets the minimum system configuration supplied by TKL

8.4 The Licence shall not be deemed to extend to any programs or materials of TKL other than the Licensed Program Materials unless specifically agreed to in writing by TKL.

8.5 The Licensee hereby acknowledges that it is licensed to use the Licensed Program Materials only in accordance with the express terms of this Agreement and not further or otherwise, unless specifically agreed to in writing by TKL.

9 Duration of Licence

The Licence shall commence on the Acceptance Date and shall continue until terminated in accordance with Clause 18 or as otherwise provided in this Agreement. The parties acknowledge that this Agreement shall not necessarily terminate if the software maintenance agreement comes to an end.

10 Proprietary rights

10.1 The Licensed Program Materials and the copyright and other intellectual property rights of whatever nature in the Licensed Programs Materials (including any modifications made thereto) are and shall remain the property of TKL and TKL reserves the right to grant licences to use the Licensed Programs and/or the Program Documentation to third parties.

10.2 The Licensee shall notify TKL immediately if the Licensee becomes aware of any unauthorised use of the whole or any part of the Licensed Program Materials by any person.

10.3 The Licensee will permit TKL to check the use of the Licensed Program Materials by the Licensee at reasonable times and for that purpose TKL shall be entitled to enter any of the Licensee's premises upon reasonable prior notice (and for that reason only the Licensee hereby irrevocably licenses TKL, its employees and agents to enter any such premises for such purpose).

11 Intellectual property rights indemnity

TKL shall indemnify the Licensee against any claim that the normal use or possession of the Licensed Program Materials infringes the intellectual property rights of any third party provided that TKL is notified promptly in writing of any claim, that TKL is given immediate and complete control of such claim, that the Licensee does not prejudice TKL's defence of such claim, that the Licensee gives TKL all reasonable assistance with such claim (at the cost of TKL) and that the claim does not arise as a result of the use of the Licensed Program Materials in combination with any equipment (other than the Equipment) or programs not supplied or approved by TKL or by reason of any alteration or modification which was not made by TKL or with its prior written consent. TKL shall have the right to replace or change all or any part of the Licensed Program Materials in order to avoid any infringement.

12 Confidentiality of Licensed Program Materials

12.1 The Licensee undertakes to treat as confidential and keep secret all Confidential Information contained or embodied in the Licensed Program Materials and the Specification and all Confidential Information conveyed to the Licensee by training (hereinafter collectively referred to as "the Information"), provided that this clause shall not extend to information which was rightfully in the possession of the Licensee prior to the Commencement of the negotiations leading to this Agreement, which is required to be divulged by a court of law or legal regulation, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause) or which is trivial or obvious.

12.2 The Licensee shall not without the prior written consent of TKL divulge any part of the Information to any person except:

- 12.2.1 the Licensee's own employees and then only to those employees who reasonably have a need to know the same;
- 12.2.2 the Licensee's auditors, government officials and any other persons or bodies having a right duty or obligation to know the business of the Licensee and then only in pursuance of such right duty or obligation;
- 12.2.3 any person who is from time to time appointed by the Licensee to maintain any equipment on which the Licensed Programs are being used (in accordance with the terms of the Licence) and then only to the extent necessary to enable such person properly to maintain such equipment.

12.3 The Licensee undertakes to ensure that the persons and bodies mentioned in paragraphs (12.2.1), (12.2.2) and (12.2.3) of sub-clause 12.2 are made aware prior to the disclosure of any part of the Information that the same is confidential and that they owe a duty of confidence to TKL.

12.4 The Licensee shall promptly notify TKL if it becomes aware of any breach of confidence by any person to whom the Licensee divulges all or any part of the Information and shall give TKL all reasonable assistance in connection with any proceedings which TKL may institute against such person for breach of confidence.

12.5 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of the Licence or this Agreement.

13 Copying

13.1 The Licensee may make only so many copies of the Licensed Programs as are reasonably necessary for operational security and for the Licensee's operational security at the Location or for the use of the Licensed Programs. Such copies and the Media on which they are stored shall be the property of TKL and the Licensee shall ensure that all such copies bear TKL's proprietary notices. The Licence shall apply to all such copies as it applies to the Licensed Programs.

13.2 No copies may be made of the Program Documentation without the prior written consent of TKL.

14 Security and control

The Licensee shall during the continuance of the Licence:

14.1 effect and maintain adequate security measures to safeguard the Licensed Program Materials from access or use by any unauthorised person;

14.2 retain the Licensed Program Materials and all copies thereof under the Licensee's effective control;

14.3 maintain a full and accurate record of the Licensee's copying and disclosure of the Licensed Program Materials and shall produce such record to TKL on request from time to time.

15 Alterations

15.1 Subject to clause 15.2, except to the extent and in the circumstances expressly required to be permitted by TKL by law, the Licensee shall not alter, modify, adapt or translate the whole or any part of the Licensed Program Materials in any way whatsoever nor permit the whole or any part of the Licensed Programs to be combined with or become incorporated in any other computer programs nor decompile, disassemble or reverse engineer the same nor attempt to do any of such things.

15.2 The parties agree the Licensee may use, combine or otherwise incorporate the Licensed Programs in any Microsoft programme or other customer relationship management tool.

TKL will only warrant the performance and functionality of the licensed programmes if used in conjunction with Microsoft Dynamics CRM. Use with any other Microsoft programme or other customer relationship management tool is at the sole risk of the licensee.

15.3 To the extent that local law grants the Licensee the right to decompile the Licensed Programs in order to obtain information necessary to render the Licensed Programs interoperable with other computer programs used by the Licensee, TKL hereby undertakes to make that information readily available to the Licensee and the Licensee agrees to make such request of TKL before attempting to decompile the Licensed Programs. TKL shall have the right to impose reasonable conditions such as a reasonable fee for doing so. In order to ensure that the Licensee receives the appropriate information, the Licensee must first give TKL sufficient details of the Licensee's objectives and the other software

concerned. Requests for the appropriate information should be given by notice to TKL in accordance with this Agreement.

16 User instructions

TKL shall provide the Licensee with user instructions for the Licensed Programs containing sufficient information to enable the Licensee to make use of all the facilities and functions set out in the Specification. If the Licensee requires further copies of such operating manuals then these may be obtained under licence from TKL in accordance with its standard scale of charges from time to time in force.

17 Licensee's confidential information

TKL shall treat as confidential all Confidential Information supplied by the Licensee under this Agreement provided that this Clause shall not extend to any information which was rightfully in the possession of TKL prior to the commencement of the negotiations leading to this Agreement or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause). TKL shall not divulge any of the Licensee's Confidential Information to any person except to its own employees and then only to those employees who need to know the same. TKL shall ensure that its employees are aware of and comply with the provisions of this Clause. The foregoing obligations shall survive any termination of the Licence or this Agreement.

18 Termination

18.1 The Licensee may terminate the Licence at any time by giving at least 30 days' prior written notice to TKL.

- 18.2 Either party may terminate the Licence forthwith on giving notice in writing to the other party if:
- 18.2.1 that other party commits any material breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from the first party to do so, to remedy the breach; or
- 18.2.2 that other party shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if that party shall enter into any voluntary arrangement with its creditors or shall become subject to an administration order or shall cease to carry on business.

18.3 Forthwith upon the termination of the Licence the Licensee shall return to TKL the Licensed Program Materials and all copies of the whole or any part thereof or, if requested by TKL, shall destroy the same (in the case of the Licensed Programs by erasing them from the magnetic media on which they are stored) and certify in writing to TKL that they have been destroyed. The Licensee shall also cause the Licensed Programs to be erased from the Equipment and shall certify to TKL that the same has been done.

18.4 Any termination of the Licence or this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. For the avoidance of doubt, there shall be no refund of any element of the Licence Fee by reason of any termination by the Licensee.

19 Assignment

The Licensee shall not be entitled to assign, sub-license or otherwise transfer the Licence whether in whole or in part outside of the Licensee's Group of Companies save that the Licensee shall be entitled to sub-license to an outsourcing company which is providing services to the Licensee such rights under the Licence as are necessary to enable such outsourcing company to provide those services to the Licensee subject to such outsourcing company first entering into a legally binding covenant with TKL undertaking to comply with the terms and conditions hereof.

20 Force majeure

Notwithstanding anything else contained in this Agreement, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by any act or omission of the other party) provided however that any delay by a sub-contractor or supplier of the party so delaying shall not relieve that party from liability for delay except where such delay is beyond the reasonable control of the sub-contractor or supplier concerned. Subject to the delaying party promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the said circumstances persist and such party shall be granted an extension of time for performance equal to the period of the delay, save where such delay is caused by the act or omission of the other party (in which event the rights, remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this Agreement and by law):

20.1 any costs arising from such delay shall be borne by the party incurring the same;

20.2 either party may, if such delay continues for more than 3 weeks, terminate this Agreement forthwith on giving notice in writing to the other in which event neither party shall be liable to the other by reason of such termination;

20.3 both parties will in any event use all reasonable endeavours to mitigate the impact of any event of force majeure and to recommence performance of their obligations under this Agreement as soon as reasonably possible.

21 Warranty

Each party hereby warrants to the other party that it has not been induced to enter into this Agreement by any prior representations or warranties, whether oral or in writing, except as specifically contained in this Agreement and it hereby irrevocably and unconditionally waives any right it may have to claim damages for any misrepresentation not contained in this Agreement or for breach of any warranty not contained herein (unless such misrepresentation or warranty was made fraudulently and was relied upon by that party) and/or to rescind this Agreement.

22 Liability

22.1 EXCEPT IN INSTANCES OF THIRD PARTY INFRINGEMENT ACTIONS SET FORTH IN CLAUSE 11, TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL TKL BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE LICENSEE'S USE OR INABILITY TO USE THE LICENSED PROGRAMS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF TKL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY. EXCEPT FOR DAMAGES RESULTING FROM CLAUSE 12, IN NO EVENT SHALL TKL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF THE SUBSCRIPTION PRICE OF THE LICENSED PROGRAMS. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

23 General provisions

23.1 No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

23.2 This Agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof (save that neither party seeks to exclude liability for any fraudulent precontractual misrepresentation upon which the other party can be shown to have relied). No addition to or modification of any provision of this Agreement (including for the avoidance of doubt any substitution of the Equipment or any part of it pursuant to clauses 2, 17 and 26) shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

23.3 All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered

personally or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile transmission when despatched.

23.4 In the event of dispute or difference between the parties arising out of or in any way relating to the construction or the subject matter of this Agreement the same shall if required by either party be referred:

- 23.4.1 in the first instance, to a senior representative of the Licensee and a senior representative of TKL to resolve and failing agreement within 28 days;
- 23.4.2 to an Arbitrator in accordance with the laws and custom and practice of the State of Michigan and the allocation of the costs of any such arbitration shall be borne by the parties as determined by the Arbitrator.

23.5 This agreement, and all of the parties' respective rights and duties in connection herewith, shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to conflicts of laws and any action or similar proceeding that might arise from or in connection with this Agreement or its subject matter may be neither commenced nor maintained except in the courts located in Ingham County, Michigan. Any action against the Licensee related to this agreement must be brought in the Michigan Court of Claims.

23.6 Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget 525 W. Allegan, Lansing MI 48913 P.O. Box 30026, Lansing, MI 48909

NOTICE OF CONTRACT

CONTRACT NO. 071B7700022

between

THE STATE OF MICHIGAN

and

Tribridge Holdings, LLC 4830 W. Kennedy Blvd, Suite 890 Tampa FL 33407 Rick Thompson 719-339-2907

110 000 2001
Rick.Thompson@tribridge.com
5872

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STA	st ator	Jarrod Barron	DTMB
•1	Contract ministrato	517-284-7045	
	Cc	Barronj1@michigan.gov	

CONTRACT SUMMARY					
DESCRIPTION: Michigan State Historic Preservation Office (MISHPO) System					
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFOR CHANGE(S) NOTED BELO		
10/1/2016	5/31/2021	Five 1-Year	5/31/2021		
PAYMENT TERMS DELIVERY TIMEFRAME					
NA	NA				
ALTERNATE PAYMENT OPTIONS EXTENDED PURCHASING					
□ P-card □	Other	⊠ Yes	□ No		
MINIMUM DELIVERY REQUIREMENTS					

NA

CONTRACTOR

MISCELLANEOUS INFORMATION

This Contract is awarded from Request for Proposal # 007116B0006697 to establish an information system related to the identification and management of historical and archaeological sites and historical artifacts and the submission, review, and response of federally-funded projects on behalf of the Michigan State Housing Development Authority (MSHDA). The contract may also be leveraged by any other State agency to create establish a scalable business workflow platform using Microsoft Dynamics CRM technology, as well as the geospatial mapping of the resulting data, to meet its specific business needs.

ESTIMATED CONTRACT VALUE AT TIME OF	¢0.017.000.0
EXECUTION	\$2,917,389.00

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

CONTRACT TERMS Software as a Service (SaaS)

This Software as a Service Contract (this "**Contract**" or "**Agreement**") is agreed to between the State of Michigan (the "**State**") and Tribridge Holdings, LLC ("**Contractor**"), a Delaware limited liability company. This Contract is effective on October 1, 2016 ("**Effective Date**"), and unless earlier terminated, will expire on May 31, 2021 (the "**Term**").

This Contract may be renewed for up to five (5) additional one (1) year period(s). Renewal must be by written notice from the State and will automatically extend the Term of this Contract. Each renewal term shall automatically renew on the anniversary date of this Agreement unless the State provides Contractor written notice at least sixty (60) days prior to the end of the term of its intent not to renew.

Any State agency, MiDEAL partner or public entity may leverage this contract.

1. Definitions.

"Accept" has the meaning set forth in Section 4.2(b).

"Acceptance" has the meaning set forth in Section 4.2(b).

"Action" has the meaning set forth in Section 15.1.

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

"Allegedly Infringing Features" has the meaning set forth in Section 15.3(b)(ii).

"Authorized Users" means all Persons authorized by the State to access and use the Services through the State's account 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 State Holiday.

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

"Code" has the meaning set forth in Section 21.

"Confidential Information" has the meaning set forth in Section 12.1.

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

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

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

"Contractor Personnel" means all employees and agents of Contractor, all Subcontractors and all employees and agents of any Subcontractor, involved in the performance of Services.

"Contractor Security Officer" has the meaning set forth in Section 2.5(a).

"Contractor Service Manager" has the meaning set forth in Section 2.5(a).

"Contractor Systems" has the meaning set forth in Section 13.3.

"Critical Support Request" has the meaning set forth in Section 6.

"**Documentation**" means all generally available documentation relating to the Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services, including any functionality, testing, operation or use thereof.

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

"Fees" has the meaning set forth in Section 8.1.

"Force Majeure Event" has the meaning set forth in Section 19.1.

"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, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, 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 or Contractor Systems 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.

"High Support Request" has the meaning set forth in Section 6.

"HIPAA" has the meaning set forth in Section 9.1.

"Hosted Services" has the meaning set forth in Section 2.1(a).

"Intellectual Property Rights" means any and all rights comprising or relating to: (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 goodwill associated therewith; (c) authorship rights, copyrights and copyrightable works (including computer programs) 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 this Contract or any Statement of Work.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Loss" means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers. "Losses" has a correlative meaning.

"Low Support Request" has the meaning set forth in Section 6.

"Medium Support Request" has the meaning set forth in Section 6.

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

"Personal Health Information (PHI)" has the meaning set forth in Section 9.1.

"Personally Identifiable Information (PII)" has the meaning set forth in Section 9.1.

"**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.

"Reject" has the meaning set forth in Section 4.2(b).

"Rejection" has the meaning set forth in Section 4.2(b).

"**Representatives**" means a party's employees, officers, directors, consultants, legal advisors and, with respect to Contractor, Contractor's Subcontractors.

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

"Service Level Credits" has the meaning set forth in Section 6.

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

"Service Software" means any and all software applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Contractor provides remote access to and use of as part of the Services.

"Service Support Level Requirements" has the meaning set forth in Section 6.

"Services" has the meaning set forth in Section 2.1.

"Source Code" means the human readable source code of the Service Software to which it relates, in the programming language in which the Service 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 Service Software.

"**Specifications**" means the specifications for the Services set forth in the applicable Statement of Work and, to the extent consistent with and not limiting of the foregoing, the Documentation.

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

"State Data" has the meaning set forth in Section 9.1.

"State Modification" has the meaning set forth in Section 15.2(a).

"State Project Manager" has the meaning set forth in Section 2.8.

"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" has the meaning set forth in Section 2.1(a). The Initial Statement of Work is attached as Schedule A, and subsequent Statements of Work shall be sequentially identified and attached as Schedule A-1, A-2, A-3, etc.

"Subcontractor" means any entity that performs any Services under this Contract and otherwise has the meaning set forth in Section 2.4(a).

"Support Request" has the meaning set forth in Section 6.

"Support Service Level Requirements" has the meaning set forth in Section 6.

"Support Services" has the meaning set forth in Section 6.

"System" has the meaning set forth in Section 5.2

"System Availability Credits" has the meaning set forth in Section 5.4.

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

"Transition Period" has the meaning set forth in Section 7.44.

"Transition Responsibilities" has the meaning set forth in Section 7.4.

"User Data" means any and all information reflecting the access or use of the Hosted Services by or on behalf of the State or any Authorized User, including any end user profile, visit, session, impression, click-through or click-stream data and any statistical or other analysis, information or data based on or derived from any of the foregoing.

2. Services.

2.1 <u>Services</u>. Throughout the Term and at all times in connection with its actual or required performance under this Contract, Contractor will, in accordance with all terms and conditions set forth in this Contract and each applicable Statement of Work, provide to the State and its Authorized Users the following services ("**Services**"):

(a) the hosting, management and operation of the Service Software and other services for remote electronic access and use by the State and its Authorized Users ("**Hosted Services**") as described in one or more written, sequentially numbered, statements of work referencing this Contract, including all Specifications set forth in such statements of work, which, upon their execution will be attached as **Schedule A** to this Contract and by this reference are incorporated in and made a part of this Contract (each, a "**Statement of Work"**)

(b) service maintenance and the Support Services as set forth in **Section 6** and in the applicable Statement of Work; and

(c) such other services as may be specified in the applicable Statement of Work.

2.2 Change Notices.

(a) Any modifications or changes to the Services under any executed Statement of Work will be effective only if and when memorialized in a mutually agreed written change notice ("**Change Notice**") signed by both Parties, provided, however, that for any Services provided on a limited basis (for example, on a per user, server, CPU or named-user basis), the State may, at any time, increase or decrease the number of its licenses hereunder subject to a corresponding forward-going adjustment of the Fees to reflect these changes in accordance with the pricing set forth in the applicable Statement of Work.

(b) In the event the Services are customizable, a more detailed change control process may be specified in the applicable Statement of Work. In such event, the change control process set forth in such Statement of Work shall control.

2.3 <u>Compliance With Laws</u>. Contractor must comply with all applicable Laws as they concern this Contract, including by securing and maintaining all required and appropriate visas, work permits, business licenses and other documentation and clearances necessary for performance of the Services.

2.4 <u>Subcontracting</u>. Contractor will not itself, and will not permit any Person to, subcontract any Services, in whole or in part, without the State's prior written consent, which consent may be given or withheld in the State's sole discretion. Without limiting the foregoing:

(a) Contractor must ensure each Contractor subcontractor (including any subcontractor of a Contractor subcontractor, each, a "**Subcontractor**") complies with all relevant terms of this Contract, including all provisions relating to State Data or other Confidential Information of the State;

(b) the State's consent to any such Subcontractor does not relieve Contractor of its representations, warranties or obligations under this Contract;

(c) Contractor will remain responsible and liable for any and all: (i) performance required hereunder, including the proper supervision, coordination and performance of the Services; and (ii) acts and omissions of each Subcontractor (including, such Subcontractor's employees and agents, who, to the extent they are involved in providing any Services, are deemed Contractor Personnel) to the same extent as if such acts or omissions were done by Contractor;

(d) any noncompliance by any Subcontractor or its employees or agents with the provisions of this Contract or any Statement of Work will constitute a breach by Contractor;

(e) prior to the provision of Services by any Subcontractor, Contractor must obtain from each such proposed Subcontractor:

- the identity of such Subcontractor and the location of all its data centers, if any, that will be used in Processing any State Data, which information Contractor shall promptly disclose to the State in writing; and
- (ii) a written confidentiality, restricted use, work-for-hire and intellectual property rights assignment Contract giving the State rights at least equal to those set forth in Section 9 (State Data), Section 12 (Confidentiality), and Section 13 (Security) and containing the Subcontractor's acknowledgment of, and agreement to, the provisions of Section 2.5 (Contractor Personnel)

2.5 <u>Contractor Personnel</u>. Contractor will:

(a) appoint: (i) a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Support Services (the "**Contractor Service Manager**"); and (ii) a Contractor employee to respond to the State's inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf

of Contractor in matters pertaining thereto ("**Contractor Security Officer**"); and (iii) other Key Personnel, who will be suitably skilled, experienced and qualified to perform the Services;

(b) provide names and contact information for Contractor's Key Personnel on **Schedule B** to this Contract;

(c) maintain the same Contractor Service Manager, Contractor Security Officer and other Key Personnel throughout the Term and such additional period, if any, as Contractor is required to perform the Services, except for changes in such personnel due to: (i) the State's request pursuant to **Section 2.5(d)**; or (ii) the death, disability, resignation or termination of such personnel or other circumstances outside Contractor's reasonable control; and

(d) if the State reasonably determines that any Key Personnel's performance is unsatisfactory, the State shall promptly give notice to Contractor and the parties will negotiate in good faith to achieve a mutually satisfactory personnel outcome.

2.6 Management and Payment of Contractor Personnel.

(a) Contractor is solely responsible for the payment of Contractor Personnel, including all fees, expenses and compensation to, by or on behalf of any Contractor Personnel and, if applicable, the withholding of income taxes and payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

(b) Contractor will ensure that no Person who has been convicted of a felony or any misdemeanor involving, in any way, theft, fraud, or bribery provides any Services or has access to any State Data, State Systems or State facilities. On a case-by-case basis, the State may request that Contractor initiate a background check on any Contractor Personnel before they may have access to State Data, State Systems or State facilities. Any request for a background check shall be initiated by the State and must be reasonably related to the type of work requested. The scope of the background check is at the discretion of the State and the results shall be used solely to determine the eligibility of Contractor Personnel to work with State Data, State Systems or in State facilities. If provided to the State, results of background checks will be promptly returned to Contractor, and will be treated as Confidential Information. All investigations will include a Michigan State Police Background check (ICHAT) and may include a National Crime Information Center (NCIC) Finger Print check. Contractor will present attestation of satisfactory completion of such tests. Contractor is responsible for all costs and expenses associated with such background checks.

2.7 <u>Time is of the Essence</u>. Contractor acknowledges and agrees that time is of the essence with respect to its obligations under this Contract and that prompt and timely performance of all such obligations, including all timetables and other requirements of this Contract and each Statement of Work, is strictly required.

2.8 <u>State Project Manager</u>. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to the Services who will have the authority

to act on behalf of the State in matters pertaining to the Support Services, including the submission and processing of Support Requests (the "**State Project Manager**").

3. License Grant and Restrictions

3.1 <u>Contractor License Grant</u>. Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable (except as provided herein) 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:

(a) access and use the Hosted Services, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for Processing State Data;

(b) 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 Services;

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

(d) access and use the Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Hosted Services 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 Services, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Hosted Services as described in **Section 3.3**.

(e) Notwithstanding anything to the contrary contained herein, any access to and use of the Hosting Services shall be governed by the applicable license agreement and the State will at all times comply with such license agreement. Contractor will not be responsible for any conflict between the terms of this Agreement and the terms of the license agreement for the Hosting Services nor shall Contractor be responsible for the performance of the Hosting Services.

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

3.3 <u>Use</u>. The State will pay Contractor the corresponding Fees set forth in the Statement of Work for all Authorized Users access and use of the Service Software.

3.4 <u>State License Grant</u>. 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.

4. Service Preparation, Testing and Acceptance

4.1 <u>Service Preparation</u>. Promptly upon the parties' execution of a Statement of Work, Contractor will take all steps necessary to make the Services procured thereunder ready and available for the State's use in accordance with the Statement of Work and this Contract, including any applicable milestone date or dates set forth in such Statement of Work.

4.2 <u>Testing and Acceptance</u>.

(a) When Contractor notifies the State in writing that the Services are ready for use in a production environment, the State will have thirty (30) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the notice to test the Services to determine whether they comply in all material respects with the requirements of the Specifications in the Statement of Work.

(b) Upon completion of the State's testing, the State will notify Contractor of its acceptance ("Accept" or "Acceptance") or, if it has identified any noncompliance with the Specifications in the Statement of Work, rejection ("Reject" or "Rejection") of the Services. If the State Rejects the Services, the State will provide a written list of items that must be corrected. On receipt of the State's notice, Contractor will promptly commence, at no additional cost or charge to the State, all reasonable efforts to complete, as quickly as possible and in any event within twenty (20) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the State's notice, such necessary corrections, repairs and modifications to the Services to bring them into full compliance with the Specifications.

(c) If any corrective measures are required under **Section 4.2(b)**, upon completion of all such measures, Contractor will notify the State in writing and the process set forth in **Section 4.2(a)** and **Section 4.2(b)** will be repeated; provided that if the State determines that the Services, as revised, still do not comply in all material respects with the Specifications, the State may, in its sole discretion:

- (i) require the Contractor to repeat the correction, repair and modification process set forth in **Section 4.2(b)** at no additional cost or charge to the State; or
- (ii) terminate any and all of the relevant Statement of Work, this Contract and any other Statements of Work hereunder.

(d) The parties will repeat the foregoing procedure until the State Accepts the Services or elects to terminate the relevant Statement of Work as provided in **Section 4.2(c)(ii)** above. If the State so terminates the relevant Statement of Work, Contractor must refund to the State all sums previously paid

to Contractor under such Statement of Work within ten (10) Business Days of the State's written notice of termination, and the State will be relieved of all obligations thereunder.

5. System Availability and System Availability Credits.

5.1 Hosted Services Requirement.

(a) State acknowledges that the Hosted Services are being provided by third-party vendor in an infrastructure that is completely managed and monitored by the third party vendor. As such, Contractor is unable to warrant or guarantee Hosted Services performance or the System performance in the Hosted Services environment, as measured in terms of system speed or system speed or availability, arising from issues that are predominantly related to the third-party vendor's infrastructure or hardware.

(b) State acknowledges that any exceptions, scheduled downtime, service availability reports, and remedies for service availability failures, related to use of the Hosting Services shall be governed by the applicable license agreement and the State will at all times comply with such license agreement. Contractor will not be responsible for any conflict between the terms of this Agreement and the terms of the license agreement for the Hosting services nor shall Contractor be responsible for the performance of the Hosting Services.

5.2 <u>Contractor Guarantee</u>. Contractor shall guarantee a fully-operational application ("**System**") that runs on the Hosting Services vendor's environment, as designed and deployed by the Contractor. This does not include changes to the System made by the State or other third party contractors, infrastructure-related issues, internet issues or desktop computer-related issues. Contractor is responsible for the performance and usability of the System, and guarantees as part of this agreement that the System shall be free of software defects that could affect system usage and performance, which includes the following list as an example:

- (a) An error message is appearing in a window of the System,
- (b) A user cannot log in or cannot complete a process in the System,

(c) A user enters data and cannot save the data, or "saved" data appears to be missing in the System,

- (d) A print job or a workflow will not execute from the System,
- (e) A report, dashboard, or query will not render in the System,
- (f) The System screen "freezes" and navigation is inoperable,
- (g) Commercially unreasonable application performance,
- (h) Application or module down, and/or

(i) Any other commercially reasonable software defect that affects system usage or performance.

Commercially reasonable is based upon a standard of reasonableness, which is a subjective test of what a reasonable organization or person would do in the individual circumstance as judged by the standards of the general public and/or applicable business community, taking all factors into account. Contractor and State will mutually agree upon the definition of reasonable as needed.

5.3 <u>System Availability</u>. The System Service Level Commitment for Availability is 99.9%. The System shall be available 24 hours a day, 7 days a week, each day of the year, except for periods of scheduled outage or maintenance. The Contractor shall meet the System Service Level Commitment during each calendar month. The System Service Level Commitment will be calculated on a calendar-monthly basis. The System Service Level Commitment shall take effect upon final Acceptance of the System. The Contractor shall take action to restore availability as soon as possible following a System Availability Failure.

5.4 <u>Remedies for System Availability Failures</u>. If the actual System Availability is less that the System Service Level Commitment for Availability indicated above for any calendar month, such failure will constitute a system availability failure for which Contractor will issue to the State the following credits on the Fees payable for unlimited support and maintenance provided during the service period ("**System Availability Credits**").

Availability	Credit of Monthly Fees
>=99.9%	None
<99.9% but >= 99.0%	15%
<99.0% but >= 95.0%	35%
<95.0%	50%

Any System Availability Credits shall be applied to the next invoice from Contractor to the State for unlimited support and maintenance.

System Disruption Exceptions

Contractor shall not be responsible for System Downtime which results from any of the following:

- a. Facility power failure(s)
- b. State data system or network failure
- c. State user error
- d. Force majeure events
- e. Hosting Services Vendor infrastructure or downtime

6. Support and Maintenance Services.

Once the State is live, commencing on final acceptance of the System and project by the State, Tribridge proposes an unlimited support plan for the MiSHPO system administered by the Tribridge dedicated customer care team. Tribridge will be contractually responsible for all maintenance and support services for all elements of the business application. Microsoft will be responsible for the hosted environments (CRM Online and Azure).

Each environment and software publisher will handle warranty work and updates related to their relevant areas, with Tribridge acting as the single point of contact for service and support for all non-uptime related issues.

For clarification, the software components (CRM and third party ISVs) will be located in the following environments:

- Microsoft CRM: Microsoft CRM Online
- North52: Microsoft CRM Online
- Scribe: Microsoft Azure
- EZ Territory: Microsoft Azure
- Bing Maps: Microsoft Azure

(a) Support

Our team of over 30 dedicated professionals provide complete support services. Technical support is administered remotely. The Tribridge Customer Care team will handle all warranty and non-warranty support requests for the application software. Tribridge guarantees the availability of maintenance and support services for application software, for a minimum of one year after our contract with the State expires, provided that the State remains current on the Maintenance and Support agreement found in this proposal.

(b) Support Hours and Contact

Tribridge support hours for this proposal are 24 hours a day, 7 days a week, 365 days a year for Critical and High incidents and normal business hours (weekdays from 8AM EST to 6PM EST) for all other incidents. Microsoft offers 24x7 support of CRM Online for an additional fee (which has been provided to the State for consideration). The State has many options for contacting Tribridge for support, including: <u>Phone</u>

Support requests can be made by telephone Toll Free to the Customer Care team. All support requests are logged into the Tribridge service database for tracking and follow-up. Support requests of an urgent nature should always be reported using the toll free number to facilitate expedited handling.

<u>Email</u>

Support requests can be made by email (Support@Tribridge.com). All email requests are logged into the Tribridge service database for tracking and follow-up. Email is not recommended for reporting urgent issues.

<u>Online</u>

Support requests can be entered directly into the Tribridge service database via our online portal.

Support provided by our Customer Care Team includes:

<u>Level 1</u> – Support Services provided by the Tribridge Customer Care Team (Call Center). Remote support services delivered by phone, email or remote access into your system are covered.

<u>Level 2</u> – Remote Professional Services. Remote support provided by our consultants and systems engineering team members. This level of service is performed by phone, e-mail, or remote login to your system.

<u>Level 3</u> – This has been provided as a separate option for the State's consideration under the Enhancements budget/proposal.

For information purposes, onsite support provided by our consulting and systems engineering teams at the clients site at an agreed upon time and materials rate. All onsite services have a minimum billable rate and duration of eight (8) hours.

(c) Response SLA

The State may contact the Tribridge Customer Care team for support requests via web portal, email address or if urgent, call the Customer Care toll free phone line. The Customer Care team will open a support request in the Tribridge ticketing system and assign a priority. Due to the differing priorities in why a customer might call Customer Care for support, Tribridge has structured a response plan to address the most critical issues first. When the State opens a support request, they should indicate the priority of the request by using the priority type described below. The Customer Care team will assign the actual priority on the ticket. "Fix" times for each level of severity will be established with the State

1. Critical:	Defects that could (or did) cause disastrous consequences for the
	system in question (e.g., critical loss of data, critical loss of system
	availability, critical loss of security, critical loss of safety, etc.). The
	system or a major process of the system is completely down

- High: Defects that could (or did) cause very serious consequences for the system in question (e.g., a function is severely broken, cannot be used and there is no workaround). System or a major process of the system is impacting users.
- Medium: Defects that could (or did) cause significant consequences for the system in question A defect that needs to be fixed but there is a workaround (e.g., function is badly broken but workaround exists). System is impacted for one or more users.
- Low: Defects that could (or did) cause small or negligible consequences for the system in question. Easy to recover or workaround (i.e., misleading error messages, displaying output in a font or format

other than what the customer desired, simple typos in documentation, bad layout or misspelling on screen, and so forth).

5. Support Suggestions to make a change to the system that is not in the signed requirements. No SLAs are provided for this type of request.

(d) Response Service Level Agreement Definitions

lssue Level	Service Level Agreement (SLA)
Critical	The Tribridge team shall respond by telephone or email within one (1) hour.
High	The Tribridge team shall respond by telephone or email within one (1) hour.
Medium	The Tribridge team shall respond by telephone or email within six (6) business hours.
Low	The Tribridge team shall respond by telephone or email within 24 business hours.
Support	The Tribridge team shall respond by telephone or email within 24 business hours.

(e) Issue Resolution Process

Customer Care Team Managers are responsible for overseeing and managing issues. The purpose of this process is to ensure issues, action items, and tasks are tracked to resolution in a timely manner.

The State will manage all Tier 1 support issues. Issues that cannot be resolved by the State will be fielded to Tribridge. Support requests may be submitted by telephone or email/web and may be submitted 24 hours a day, 7 days a week, 365 days a year for Critical and High incidents and normal business hours (weekdays from 8AM EST to 6PM EST) for all other incidents.

Support requests will be logged and tracked in the Tribridge's support tracking system. When submitting a support request, the State will provide Tribridge with information concerning the support issue readily available to it to facilitate Tribridge's processing and addressing of the support request and State will respond reasonably promptly to requests to clarify the support request. State will designate in the support request the severity level of the incident based on the classifications specified previously. On receipt of the support request, Tribridge will acknowledge the request and review the priority level in consultation with the State. If State personnel are not available to review or clarify the incident and this impedes Tribridge's ability to resolve, Tribridge will not be penalized.

As specified above, "Acknowledgement" means Company's initial confirmation to the State that Tribridge has received the State's support request; "Resolution" means a permanent fix or a mutually acceptable temporary workaround.

Remedies for Resolution Failures

In the event that the Contractor fails to meet the service level requirement outlined above, it shall investigate the root cause to determine if any trends exist. If any trends exist, it shall create a corrective plan of action.

Contractor shall present the State with the corrective plan of action and regular updates on the success of the plan of action.

For the purposes of the helpdesk SLAs a "Failure to Respond" occurs when the Tribridge team has confirmed receipt of a service ticket and the Tribridge team fails to respond to the State within the timeframe defined in the SLA. The Contractor team receipt of the service ticket shall be defined as the date/time of confirmed receipt by Contractor via a mutually agreeable helpdesk submission process.

In no case shall service level credits exceed 50% of the support costs paid by State per year.

If Contractor fails to meet the Service Level requirements outlined above and Resolution requirements below Contractor will issue to the State the following Service Level Credits on Fees payable by the state for support costs:

- Critical Issues require a response by telephone or email by Tribridge within 1 hour. Resolution is required within 8 hours or less, unless an alternate timeframe is mutually agreed upon by State and Contractor. Failure to provide an adequate resolution will result in a \$200 credit per issue per day.
- High Issues require a response by telephone or email by Tribridge within 1 hour. Resolution is required within 8 hours or less, unless an alternate timeframe is mutually agreed upon by State and Contractor. Failure to provide an adequate resolution will result in a \$100 credit per issue per day.
- Medium Issues require a response by telephone or email within 6 business hours. Resolution is required within 1 week or less (Or next patch cycle when mutually acceptable), unless an alternate timeframe is mutually agreed upon by State and Contractor. Failure to provide an adequate resolution will result in a \$200 credit per issue per week.
- Low Issues require a response by telephone or email within 24 hours. Resolution is required within 1 month or less (or next patch cycle when mutually acceptable), unless an alternate time frame is mutually agreed upon by State and Contractor. Failure to provide an adequate resolution will result in a \$200 credit per issue per month.

The penalties listed above shall not limit the rights of the State to take further legal action, but does exclude further performance credits, in the event of a material breach of Contractor's obligations under this Agreement. Where a credit is due under this section, the State may reasonably withhold the amount of any pending performance credit from any pending invoice to Tribridge or withhold such amount from a future invoice to Tribridge. Any performance credit issues that may result in payment to the State shall be immediately escalated to the Steering Committee for review, evaluation, and decision.

(f) Solution/Software Maintenance

Once the State is live and operational on the new system as a user of the MiSHPO solution, the State will be eligible to receive new versions of the software products from the software publishers as long as the State remains current on all software maintenance programs (i.e., subscription payments).

Software maintenance is administered through the web via download. The State will provide the contact information for a System Administrator responsible for internal system support who will receive the maintenance updates via email. The State will have complete control of what software maintenance they wish to download and administer to the system. Tribridge is available to provide input and advice to the State on maintenance updates as needed.

7. Termination, Expiration and Transition.

7.1 <u>Termination for Cause by State</u>. 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: (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 7.1**, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 7.2**.

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

7.2 <u>Termination for Convenience by State</u>. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with **Section 7.44**. If the State terminates this Contract for convenience, the State agrees to pay Contractor for its reasonable fees and expenses incurred or due under the Agreement through the effective date of termination and pay all reasonable costs and Contractor's then current rates for State approved Transition Responsibilities.

7.3 <u>Termination for Cause by Contractor</u>. The Contractor reserves the right, following thirty (30) days prior written notice to suspend or discontinue its performance or provision of products and services hereunder for the State's lack or delinquency of payment of any undisputed amounts due. In the event the State fails to cure delinquency of payment of any undisputed amounts within thirty (30) days of receipt of written notice, Contractor may terminate this Agreement for cause.

7.4 <u>Transition Responsibilities</u>. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days; the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Statement of Work rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all State Data; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "**Transition Responsibilities**"). The Term of this Contract is automatically extended through the end of the Transition Period.

7.5 <u>Effect of Termination</u>. Upon and after the termination or expiration of this Contract or one or more Statements of Work for any or no reason:

(a) Contractor will be obligated to perform all Transition Responsibilities specified in **Section7.4**.

(b) All licenses granted to Contractor in State Data will immediately and automatically also terminate. Contractor must promptly return to the State all State Data not required by Contractor for its Transition Responsibilities, if any.

(c) Contractor will (i) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information; (ii) permanently erase the State's Confidential Information from its computer systems; and (iii) certify in writing to the State that it has complied with the requirements of this **Section 7**, in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any

(d) Notwithstanding any provisions of this Contract or any Statement of Work to the contrary, upon the State's termination of this Contract or any Statement of Work for cause pursuant to **Section 7.1**, the State will have the right and option to continue to access and use the Services under each applicable Statement of Work, in whole and in part, for a period not to exceed one hundred and eighty (180) days from the effective date of such termination pursuant to the terms and conditions of this Contract and each applicable Statement of Work.

- (e) Intentionally omitted.
- (f)

7.6 <u>Survival</u>. The rights, obligations and conditions set forth in this **Section 7.6** and **Section 1** (Definitions), **Section 7.5** (Effect of Termination; Data Retention), **Section 9** (State Data), **Section 12** (Confidentiality), **Section 13** (Security), **Section 15.1** (Indemnification), **Section 16** (Limitations of Liability), **Section 17** (Representations and Warranties), **Section 18** (Insurance) and **Section 21** (Effect of Contractor Bankruptcy) and **Section 22** (General Provisions), and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Contract, survives any such termination or expiration hereof.

8. Fees and Expenses.

8.1 <u>Fees</u>. Subject to the terms and conditions of this Contract and the applicable Statement of Work, including the provisions of this **Section 8**, the State shall pay the fees set forth in the applicable Statement of Work, subject to such increases and adjustments as may be permitted pursuant to **Section 8.2** ("**Fees During Option Years**").

8.2 <u>Fees During Option Years</u>. Contractor's Fees are fixed during the initial period of the Term. Contractor may increase Fees for any renewal period by providing written notice to the State at least sixty (60) calendar days prior to the commencement of such renewal period. An increase of Fees for any renewal period may not exceed three percent (3%) of the Fees effective during the immediately preceding twelve (12) month period. No increase in Fees is effective unless made in compliance with the provisions of this **Section 8.2**.

8.3 <u>Administrative Fee and Reporting Contractor</u> must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

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

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement. The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8.4 <u>Responsibility for Costs</u>. Contractor is responsible for all costs and expenses incurred in or incidental to the performance of Services, including all costs of any materials supplied by Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business.

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

8.6 <u>Invoices</u>. Contractor will invoice the State for all Fees in electronic format, via such delivery means and to such address as are specified by the State in writing from time to time. If more than one

Statement of Work is in effect, Contractor shall provide separate invoices for each Statement of Work. Each separate invoice must: (a) clearly identify the Statement of Work to which it relates, in such manner as is required by the State; (b) list each Fee item and Service Credit separately; (c) include sufficient detail for each line item to enable the State to verify the calculation thereof; (d) for Fees determined on a time and materials basis, report details of time taken to perform Services, and such other information as the State requires, on a per-individual basis; and (e) include such other information as may be required by the State as set forth in the applicable Statement of Work.

8.7 <u>Payment Terms</u>. Invoices are due and payable by the State, in accordance with the State's standard payment procedures as specified in 1984 Public Act no. 279, MCL 17.51, *et seq.*, within forty-five (45) calendar days after receipt, provided the State determines that the invoice was properly rendered.

8.8 State Audits of Contractor.

(a) During the Term, and for four (4) years after, Contractor must maintain complete and accurate books and records regarding its business operations relevant to the calculation of Fees and any other information relevant to Contractor's compliance with this **Section 8**. During the Term, and for four (4) years after, upon the State's request, Contractor must make such books and records and appropriate personnel, including all financial information, available during normal business hours for inspection and audit by the State or its authorized representative, provided that the State: (a) provides Contractor with at least fifteen (15) days prior notice of any audit, and (b) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations.

(b) The State may take copies and abstracts of materials audited. The State will pay the cost of such audits. Contractor must immediately upon written notice from the State pay the State the amount of any overpayment revealed by the audit.

8.9 <u>Payment Does Not Imply Acceptance</u>. The making of any payment or payments by the State, or the receipt thereof by Contractor, will in no way affect the responsibility of Contractor to perform the Services in accordance with this Contract, and will not imply the State's Acceptance of any Services or the waiver of any warranties or requirements of this Contract, including any right to Service Credits.

8.10 <u>Withhold Remedy</u>. In addition and cumulative to all other remedies in law, at equity and under this Contract, if Contractor is in material default of its performance or other obligations under this Contract or any Statement of Work and fails to cure the default within fifteen (15) days after receipt of the State's written notice of default, the State may, without waiving any other rights under this Contract, elect to withhold from the payments due to Contractor under this Contract during the period beginning with the sixteenth (16th) day after Contractor's receipt of such notice of default, and ending on the date that the default has been cured to the reasonable satisfaction of the State, an amount that is in proportion to the magnitude of the default or the Service that Contractor is not providing. Upon Contractor's cure of the default, the State will cause the withheld payments to be paid to Contractor,

without interest. Upon a final and binding legal determination that the State has withheld any payment in bad faith, such payment shall promptly be paid to Contractor.

8.11 <u>Right of Set-off</u>. 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.

8.12 <u>Support Not to be Withheld or Delayed</u>. Contractor may not withhold or delay any Services or fail to perform any other Services or obligations hereunder by reason of: (a) the State's good faith withholding of any payment or amount in accordance with this **Section 8**; or (b) any dispute whatsoever between the parties, including any payment or other dispute arising under or concerning this Contract or any other agreement between the parties.

9. State Data.

9.1 <u>Ownership</u>. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) User Data; and (b) the State's 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) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section 9.1** survives termination or expiration of this Contract.

9.2 <u>Contractor Use of State Data</u>. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This **Section 9.2** survives termination or expiration of this Contract.

9.3 <u>Extraction of State Data</u>. 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.

9.4 <u>Discovery</u>. Contractor shall promptly 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 Hosted Services. Contractor shall notify the State Project Manager by the fastest means available and also in writing. In no event shall Contractor provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor shall 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.

Loss or Compromise of Data. In the event of any act, error or omission, negligence, 9.5 misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (h) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual;

what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. This **Section 9.5** survives termination or expiration of this Contract.

9.6 <u>HIPAA Compliance</u>. 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.

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

10. Intentionally Omitted.

11. 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.

12. Confidentiality.

12.1 <u>Meaning of Confidential Information</u>. The term **"Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) in the possession of the State and subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). Notwithstanding the above, in all cases and for all matters, State Data is deemed to be Confidential Information.

12.2 <u>Obligation of Confidentiality</u>. 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.

12.3 <u>Cooperation to Prevent Disclosure of Confidential Information</u>. 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 promptly in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

12.4 <u>Remedies for Breach of Obligation of Confidentiality</u>. 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.

12.5 <u>Surrender of Confidential Information upon Termination</u>. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) Business Days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. If Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and certify the same in writing within five (5) Business Days from the date of termination to the other party.

13. Security.

13.1 <u>Protection of the State's Confidential Information</u>. Subject to the State's agreement governing the Hosted Services, throughout the Term and at all times in connection with its actual or required performance of the Services hereunder, Contractor will:

(a) 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 C (Data Security Requirements) and, to the extent such practices and standards are consistent with and not less protective than the foregoing requirements, are at least equal to applicable best industry practices and standards;

(b) provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or Processing of such information that ensure a level of security appropriate to the risks presented by the Processing of the State's Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards.

- (c) take all reasonable measures to:
 - secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein;
 - (ii) prevent (A) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (B) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (C) unauthorized access to any the State's Confidential Information;
- (d) continuously monitor its systems for potential areas where security could be breached.

13.2 <u>Unauthorized Access</u>. Contractor may not access, and shall not permit any access to, State Systems, in whole or in part, whether through Contractor's Systems or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State Systems must be solely in accordance with this Contract, and in no case exceed the scope of the State's authorization pursuant to this **Section 13.2**. 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 **Schedule C** as the same may be supplemented or amended by the State and provided to Contractor from time to time.

13.3 <u>Contractor Systems.</u> Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor to access State Systems or otherwise in connection with the Services ("**Contractor Systems**") and shall prevent unauthorized access to State Systems through the Contractor Systems.

14. Intentionally omitted.

15. Indemnification.

15.1 <u>General Indemnification</u>. Contractor must defend, indemnify and hold harmless the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors from and against all Losses arising out of or resulting from any third party claim, suit, action or proceeding (each, an "**Action**") that does or is alleged to arise out of or result from:

(a) the Contractor's breach of any representation, warranty, covenant or obligation of Contractor under this Contract (including, in the case of Contractor, any action or failure to act by any Contractor Personnel that, if taken or not taken by Contractor, would constitute such a breach by Contractor); or

(b) any negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or nonperformance of any Services or other activity actually or required to be performed by or on behalf of, Contractor (including, in the case of Contractor, any Contractor Personnel) under this Contract, provided that, to the extent that any Action or Losses described in this **Section 15.1** arises out of, results from, or alleges a claim that any of the Services (excluding any third-party products or services) does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Rights or other rights of any third party, Contractor's obligations with respect to such Action and Losses, if any, shall be subject to the terms and conditions of **Section 15.2(a)** through **Section 15.2(b)** and **Section 15.3**.

15.2 Infringement Indemnification By Contractor. Contractor must indemnify, defend and hold the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors harmless from and against all Losses arising out of or resulting from any Action that does or is alleged to arise out of or result from a claim that any of the Services,(excluding any third-party products or services), or the State's or any Authorized User's use thereof, actually does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of a third party, provided however, that Contractor shall have no liability or obligation for any Action or Loss to the extent that such Action or Loss arises out of or results from any:

(a) alteration or modification of the or Service Software by or on behalf of the State or any Authorized User without Contractor's authorization (each, a "**State Modification**"), provided that no infringement, misappropriation or other violation of third party rights would have occurred without such State Modification and provided further that any alteration or modification made by or for Contractor at the State's request shall not be excluded from Contractor's indemnification obligations hereunder unless (i) such alteration or modification has been made pursuant to the State's written specifications and (ii) the Hosted Services, as altered or modified in accordance with the State's specifications, would not have violated such third party rights but for the manner in which the alteration or modification was implemented by or for Contractor; and

(b) use of the Hosted Services by the State or an Authorized User pursuant to this Contract in combination with any software or service not provided, authorized or approved by or on behalf of Contractor, if (i) no violation of third party rights would have occurred without such combination and (ii) such software or service is not commercially available and not standard in Contractor's or the State's industry and there are no Specifications, Documentation, or other materials indicating Contractor's specification, authorization or approval of the use of the Hosted Services in combination therewith.

15.3 Mitigation.

(a) If Contractor receives or otherwise learns of any threat, warning or notice alleging that all, or any component or feature, of the Services violates a third party's rights, Contractor must promptly notify the State of such fact in writing, and take all commercially reasonable actions necessary to ensure the State's continued right to access and use such Services and otherwise protect the State from any Losses in connection therewith, including investigating such allegation and obtaining a credible opinion of counsel that it is without merit.

(b) Subject to the exclusions set forth in clauses (a) and (b) of **Section 15.2**, if any of the Services or any component or feature thereof is ruled to infringe or otherwise violate the rights of any third party by any court of competent jurisdiction, or if any use of any Services or any component thereof is threatened to be enjoined, or is likely to be enjoined or otherwise the subject of an infringement or misappropriation claim, Contractor must, at Contractor's sole cost and expense:

- (i) procure for the State the right to continue to access and use the Services to the full extent contemplated by this Contract and the Specifications; or
- (ii) modify or replace all components, features and operations of the Services that infringe or are alleged to infringe ("Allegedly Infringing Features") to make the Services non-infringing while providing equally or more suitable features and functionality, which modified and replacement services shall constitute Services and be subject to the terms and conditions of this Contract.

(c) If neither of the remedies set forth in **Section 15.3(b)** is reasonably available with respect to the Allegedly Infringing Features then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will:

(i) refund to the State any prepaid Fees for Services that have not been provided.

(d) The remedies set forth in this **Section 15.3** are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified pursuant to **Section 15.1** and **Section 15.2**.

15.4 Indemnification Procedure. The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own 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 15**, 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.

16. Limitations of Liability.

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

(b) <u>Limitation of Liability</u>. IN NO EVENT WILL EITHER PARTY'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 SPECIFIED IN THE STATEMENT OF WORK.

17. Contractor Representations and Warranties.

17.1 <u>Authority and Bid Response</u>. 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;

(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) 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;

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

(g) Contractor is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its

departments that was terminated by the State within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

17.2 <u>Software and Service Warranties</u>. Contractor represents and warrants to the State that:

(a) Contractor 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;

(b) neither Contractor's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Contract does or at any time will: (i) conflict with or violate any applicable Law, including any Law relating to data privacy, data security or personal information; (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 by the State or any Authorized User to any third party, and Contractor shall promptly notify the State in writing if it becomes aware of any change in any applicable Law that would preclude Contractor's performance of its material obligations hereunder;

(c) as accessed and used by the State or any Authorized User in accordance with this Contract and the Specifications, except for any third-party software or services, the Documentation and all other Services and materials provided by Contractor under this Contract will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;

(d) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened Action, and it has not received any written, oral or other notice of any Action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services or its other obligations under this Contract, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding; the Service 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 **Section 5**;

(e) 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 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; (f) the Contractor Systems and Services (specifically excluding any third party products or services) are and will remain free of Harmful Code;

(g) 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;

(h) Contractor will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations (including the Availability Requirement and Support Service Level Requirements) under this Contract;

(i) 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.

(j) Notwithstanding the foregoing and anything to the contrary contained herein, all warranties concerning the Hosted Services will be subject to and governed by the State's agreement with vendor providing Hosted Services.

(k) Contractor warrants that its Services will be performed in accordance with each Statement of Work and in a professional and workmanlike manner, and Contractor will undertake to correct any work not in compliance with this warranty brought to its attention within ninety (90) days after the later of the date the Service was performed or the date the problem was discovered, but in any event Contractor must be notified within one hundred eighty (180) days after the date the Service is performed.

(1) For any custom or developed software, Contractor's warranty is not applicable if the problem is caused by (i) any modification, variation or addition to the developed software not performed by the Contractor; (ii) the State's incorrect use, abuse or corruption of the developed software or (iii) use of the developed software with other software or on equipment with which the developed software is incompatible.

(m) Contractor does not warrant and shall not be responsible for the performance of any thirdparty vendor's (e.g., Microsoft, etc.) products or services, except to the extent such third-party products are incorporated into any deliverable hereunder (in which event Tribridge's warranties applicable to deliverables shall apply to such third-party components). All software and hardware is acquired subject to the end user license agreement, warranty, and other terms provided by the manufacturer or supplier of such third-party product. The State agrees to be bound by and comply with any such manufacturer license agreement, warranty, or other terms and conditions, and understands and agrees to look solely to the third-party vendor of the product for maintenance and support, including but not limited to resolution of system errors, bugs, patches, hot fixes, etc. The State's sole and exclusive rights and remedies with respect to any third-party product or service, including rights and remedies in the event a third-party product or service gives rise to an infringement claim, will be against the third-party vendor and not against Contractor. Contractor does agree, however, to assign to the State any assignable warranties Contractor may receive from any such third-party vendor.

17.3 <u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CONTRACT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY SUBJECT MATTER HEREOF.

18. Insurance.

18.1 Required Coverage.

(a) **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Required Limits	Additional Requirements					
Commercial General Liability Insurance						
Minimal Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations Deductible Maximum:	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.					
\$50,000 Each Occurrence	2001 01 0.					
Automobile Liabili	ty Insurance					
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile					
Workers' Compensation Insurance						

Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.				
Employers Liabili	ty Insurance				
Minimal Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease. Privacy and Security Liability	(Cyber Liability) Insurance				
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.				
Professional Liability (Errors a	nd Omissions) Insurance				
<u>Minimal Limits:</u> \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate					
<u>Deductible Maximum:</u> \$50,000 Per Loss					

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

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

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

18.2 <u>Non-waiver</u>. This **Section 18** is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

19. Force Majeure.

19.1 Force Majeure Events. Subject to **Section 19.2**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a "**Force Majeure 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.

19.2 <u>State Performance; Termination</u>. In the event of a Force Majeure Event affecting Contractor's performance under this Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate this Contract by written notice to Contractor if a Force Majeure Event affecting Contractor's performance hereunder continues substantially uninterrupted for a period of fifteen (15) Business Days or more. Unless the State terminates this Contract pursuant to the preceding sentence, any date specifically designated for Contractor's performance under this Contract will automatically be extended for a period up to the duration of the Force Majeure Event.

19.3 <u>Exclusions; Non-suspended Obligations</u>. Notwithstanding the foregoing or any other provisions of this Contract:

- (a) in no event will any of the following be considered a Force Majeure Event:
 - shutdowns, disruptions or malfunctions of the Contractor Systems or any of Contractor's telecommunication or internet services other than as a result of general

and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or

 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; and

(b) no Force Majeure Event modifies or excuses Contractor's obligations under Section 5
 (System Availability and System Availability Credits), Section 6 (Support Service Level Credits), Section 9 (State Data), Section 12 (Confidentiality), Section 13 (Security), or Section 15 (Indemnification), or any Availability Requirement, Support Service Level Requirement, Service Availability Credit or Service Level Credit obligations under this Contract or an applicable Statement of Work.

20. Software Escrow. The parties may enter into a separate intellectual property escrow agreement. Such escrow agreement will govern all aspects of Source Code escrow and release.

21. Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this agreement, including the Services, is and shall 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**") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory Statement of Works). Without limiting the generality of the foregoing, if Contractor or its estate becomes subject to any bankruptcy or similar proceeding, subject to the State's rights of election, all rights and licenses granted to the State under this Contract will continue subject to the respective terms and conditions of this Contract, and will not be affected, even by Contractor's rejection of this Contract.

22. General Provisions.

22.1 <u>Further Assurances</u>. 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.

22.2 <u>Relationship of the Parties</u>. The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

22.3 <u>Media Releases</u>. 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.

22.4 <u>Notices</u>. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Contractor: Tribridge Holdings, LLC 4830 W. Kennedy Blvd., Suite 890 Tampa, FL 33609 E-mail: josh.jaquish@tribridge.com Attention: Josh Jaquish Title: Vice President – Public Sector

If to State: State of Michigan DTMB-Procurement Attention: Jarrod Barron PO Box 30026 Lansing, MI 48909-7526 Barronj1@michigan.gov

Notices sent in accordance with this **Section 22.4** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

22.5 <u>Extended Purchasing Program</u>. 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 <u>www.michigan.gov/mideal</u>. Upon written agreement between the State and Contractor, this Contract may also be extended to: (a) State of Michigan employees, and (b) other states (including governmental subdivisions and authorized entities). If extended, Contractor must supply all Contract Activities at the established Contract prices and terms, and the State reserves the right to impose an 1% 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.

22.6 <u>Headings</u>. The headings in this Contract are for reference only and do not affect the interpretation of this Contract.

22.7 <u>Entire Agreement</u>. This Contract, including all Statements of Work and other Schedules and Exhibits, 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, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Contract and those of any Schedule, Exhibit or other document, the following

order of precedence governs: (a) first, this Contract, excluding its Exhibits and Schedules; and (b) second, the Exhibits and Schedules to this Contract as of the Effective Date. NO TERMS ON CONTRACTORS WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

22.8 <u>Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other, and any purported assignment shall be void. Notwithstanding the foregoing, either party may assign or delegate this Agreement, its rights and obligations hereunder, without the written consent of the other party (but with notice to the non-assigning party) in the event of a restructuring, merger or a sale of all or substantially all of the assets of the assigning party.

22.9 <u>No Third-party Beneficiaries</u>. This Contract is for the sole benefit of the parties and 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.

22.10 <u>Amendment and Modification; Waiver</u>. This Contract may only be amended, modified or supplemented by an agreement in writing signed by each party's Contract Administrator. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22.11 <u>Severability</u>. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

22.12 <u>Governing Law</u>. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be

initiated in Ingham County, Michigan. Contractor waives any objections; such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process.

22.13 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 would 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 22.13**.

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

22.15 <u>Unfair Labor Practice</u>. Under 1980 PA 278, MCL 423.321, *et seq.*, the State must not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A contractor of the State, in relation to the contract, must not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, after award of the contract, the contractor as an employer or the name of the subcontractor, manufacturer or supplier of the contractor appears in the register.

22.16 <u>Schedules</u> 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	Key Personnel
Schedule C	Data Security, Backup and Disaster Recovery
Schedule D	Customer Care / Support Agreement
Schedule E	Pricing
Schedule F	Third-Party License Agreements

22.17 <u>Counterparts</u>. 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.

22.18 Intellectual Property. State and Tribridge will maintain joint ownership of all deliverables for the projects, and neither party will be obligated to pay the other for future use of the deliverables, except as specifically provided for in this Agreement or the Statement of Work. Subject to our mutual obligations of confidentiality, Tribridge will be free to use the concepts, techniques, know-how, work products, and deliverables used in connection with the projects. In addition, Tribridge will continue to be free to perform similar services for our other customers using the knowledge, skills and experience obtained during the projects. Tribridge will provide State the source code for any intellectual property created in connection with the Statement of Work if (i) all amounts due hereunder are fully paid, and (ii) Customer acknowledges that Tribridge will not provide ongoing support for the source code. Notwithstanding the foregoing, this Section 22.18shall not apply to any Tribridge product to which the parties have entered into a separate license agreement; in such event, such license agreement shall supersede this Section 22.18.

22.19 <u>Non-solicitation of Employees</u>. For the duration of this Agreement and for a period of one year after the Services are completed, each party agrees not to employ or solicit the employment of the other party's personnel; provided, however, that this provision will not apply to personnel who respond to a general advertisement, online job posting, or other broad solicitation not directly or indirectly targeting such party or its personnel.

SCHEDULE A – Statement of Work (SOW)

1.000 Project Identification

1.001 Project Request

The State of Michigan (SOM), through the State Historic Preservation Office (SHPO) Division of the Michigan State Housing Development Authority (MSHDA), supported by the Michigan Department of Technology, Management and Budget (DTMB), seeks to migrate data from the existing ARGUS system and provide a new system, referred to as "MiSHPO." The purpose of the system is to maintain information related to the identification and management of historical and archaeological sites and historical artifacts throughout Michigan. These sites and artifacts are not limited to artifacts normally found within the confines of a museum, but extend to and include historic properties, buildings and geographic locations around the state. As a result, traditional museum solutions, such as ARGUS, do not meet the needs of SHPO.

The base of the system shall be a data platform to separate search and retrieval operations from transactional systems. The platform's primary tasks shall be to store and distribute data to transactional applications and other applications as SHPO grows. In this case, our transactional system shall implement workflow. Workflow will produce and consume the digital resources of the platform.

The platform shall support data with geographic features, time and time periods along with normal field type attribution found in a database system. All of the programs have a strong geographic component and map interfaces are expected as part of workflow steps and presentation.

Finally, a publicly accessible secure web site shall serve the purposes of both the casual and professional user of SHPO data via direct access to available open data found on the platform and a lean search interface which we refer to as the Register.

The desired solution, as reflected in the attached Requirements Matrix, is intended to include the following components:

- **Platform** is a system that allows for the secure sharing of resources (data and functions) with end-users and developers through Application Programming Interfaces (API).
- Workflow a system that allows for the initiation and tracking of a business process. The desired solution shall be flexible enough to allow SOM to modify existing or create new work flows, as business needs change over time.
- **Register** The ability to search and view data which is stored in the platform.

The Service Software shall adhere to the DTMB system and security standards as well as MSHDA business requirements. The Project will follow both SOM DTMB Suite Project Management and Systems Engineering Methodologies. The Service Software shall accommodate the SOM technology infrastructure.

1.002 Background

State Historic Preservation Office

The SHPO seeks to enhance the appreciation of Michigan's cultural resources by collaborating with and assisting property owners; developers; nonprofits; cultural resource management professionals; and local, state, and federal agencies.

The SHPO's federally mandated function is to provide technical assistance toward the identification, evaluation, designation, and protection of historic sites. The SHPO administers incentive programs that include federal tax credits and federal pass-through grants as well as state funded grants. The SHPO also manages an archaeological collection. For more information on the SHPO, see www.michigan.gov/shpo.

Process and Information Issues

The SHPO currently relies on paper records and maps. The service delivery model is dependent on U.S. Postal Service, State interdepartmental mail and limited email. There is minimal process control and

information validation. This results in incorrect information and causes delays in SHPO's ability to respond to requests for services. There is minimal ability to improve the process in this environment.

SHPO's mission includes the "what" and "where" of historic preservation on a statewide geographic scale. Our current system, ARGUS (Questor Systems, Inc., Argus.net v4.3.0.28), is a relational database system designed for use by museums to manage objects and artifacts physically located within the walls of a museum. ARGUS addresses some of the "what" questions relating to historic preservation but is deficient with respect to the "where." It provides no way to locate historic buildings and archaeological sites in a mapping environment and provides no means of understanding the geographic relationships between two or more buildings or sites. This lack of functionality has created a situation in which the efficiency of SHPO operations is severely impaired. SHPO staff estimates that a significant portion of its operational time and effort is devoted to performing work-arounds to make up for system deficiencies in ARGUS.

ARGUS deficiencies include, but are not limited to, the following:

- Improper data attribution, designation, and validation to maintain an accurate and current inventory of historic sites (archaeological sites, historic buildings, historic districts, etc.) and projects;
- Limited geographic location information for historic sites and projects in Michigan;
- Insufficient geographic relationships between historic sites; between projects; and between historic sites and projects;
- Insufficient search capabilities (geographic or otherwise) to ensure that historic sites and projects are taken into consideration at all levels of planning and development, and for public information, education, cultural economic development, heritage tourism, research, and technical assistance; and
- Lack of process/workflow to support historic preservation activities.

Project Goals

The purpose of this project is to convert the paper dependent processes to a digital data system. The project will include creating the new MiSHPO system and migrating the SHPO paper and digital data. The MiSHPO system conceptually combines the platform for a collaborative workflow system and the ability to map projects/properties using Geographic Information System (GIS). The system will automate the intake, review, approval and publishing processes of four SHPO programs: 1) National Register of Historic Places (NRHP), 2) Archaeology, 3) Section 106 Environmental Review and the 4) Historic Rehabilitation Tax Credits. In addition, the system will provide a platform to support SHPO process improvement and the sharing of system data and functionality with registered systems and applications.

The Business Objectives are to increase staff efficiency, improve process execution times and remove bottle necks found in mailing documents, intake, and verification.

- Maintain or decrease the staff to run the SHPO
- Improve the turnaround time for SHPO programs
- Provide quality Historic Place data
- Create opportunities to share Historic Place data within State and Local government and the private sector

1.100 Scope of Work and Deliverables

1.101 In Scope

The following are **in scope** for this contract:

- Software
- Implementation services
- Training
- Documentation

- Hosting and operation services
- Maintenance and Support
- Knowledge Transfer/Transition
- Future Enhancements

1.102 Out Of Scope

The following is **out of scope** for this contract:

Hardware

1.103 Environment

All services and products provided must comply with all applicable State IT policies and standards. Contractors are required to review all applicable links provided below and state compliance in their responses.

Enterprise IT Policies, Standards and Procedures:

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

Look and Feel Standard

All software items provided by the Contractor must be ADA compliant and adhere to the "Look and Feel" Standards <u>www.michigan.gov/somlookandfeelstandards</u>.

The State Unified Information Technology Environment (SUITE):

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

1.104 Work And Deliverables

For each section of Work and Deliverable, the contractor is required to follow the SUITE methodology for acceptable practices in project management and deliverable documentation.

A. Initiation, Planning and Requirements Validation

Contractor's System and Services will meet the functional and technical requirements detailed in **Section 1.103**, **Section 1.104**, and the **Requirements Matrix**.

Contractor will attend the Orientation Meeting described in **Section 1.301** and meet with State staff to review the requirements specified in the **Requirements Matrix** to ensure the System will be implemented successfully. Contractor will identify any functional, general or technical issues that need to be addressed to ensure successful implementation and will propose resolutions to be undertaken and timing thereof.

The parties will review the Preliminary Project Plan Contractor submitted with its proposal and identify any issues that need to be addressed. Contractor will then provide the Final Project Plan and final report formats described in **Section 1.300 et seq.** detailing how the System will be set up to provide the State's requested functionality.

The parties will review the Preliminary Enterprise Architecture Solution Assessment (EASA) Contractor submitted with its proposal and identify any issues that need to be addressed. Contractor will then submit a Final EASA to the DTMB Project Manager (PM) encapsulating any identified changes within the timeframe established in the Final Project Plan.

Contractor shall complete the DTMB 0170 Security Assessment form, or other similar documentation as the State may require, to obtain Michigan Cyber Security written approvals as required by the State within the timeframe established in the Final Project Plan.

Deliverable(s):

- Documentation verifying and validating requirements
- Current Business Operations Document

- Conceptual Business Operations Document
- Conceptual Business Work Flow Diagram
- Final Project Plan
- Final Report Formats
- Final EASA
- Final Security Assessment documentation

Acceptance Criteria:

• High-level acceptance criteria per Section 1.501.

B. Software

The Contractor will provide a solution that satisfies the requirements as outlined in the **Requirements Matrix**.

Deliverable(s)

Software provided in an installable format meeting all requirements detailed in the **Requirements Matrix** including but not limited to the following high-level requirements:

- Software will allow for management of business processes via work-flow
- Software will include GIS mapping functionality
- Software will store all data in a database from which State staff query and extract
- Software will produce specified production and management reports
- This application will serve both the State Staff and public facing stakeholders.

Acceptance Criteria:

- High-level acceptance criteria per Section 1.501 and the Contract Terms.
- Software meets the requirements detailed in the **Requirements Matrix**.

C. Implementation

Contractor will install, configure, integrate, and test the solution in cooperation with the State's designated employees and/or contractors to ensure the complete and successful implementation of the software. All software installations will be performed by qualified personnel, and the Contractor will fully document the process. Contractor will perform the initial software installation and configuration. Thereafter, Contractor will provide support to DTMB for installation either via phone, email, web session, or remotely via VPN. Contractor is responsible for the successful installation, regardless of whether they are on-site or supporting DTMB remotely. The initial software solution will be implemented in a test environment and run parallel for up to 30 days before being moved into production. At all times during implementation, Contractor will work with State staff to identify gaps in fulfilling requirements, will propose changes to the software to manage such gaps and will document the fulfillment of all gaps.

Contractor will migrate the initial SHPO data from Argus.net. The Argus.net application is on a .NET platform with a SQL 2008 database. The State estimates the ARGUS data to be 1.12GB of values and 8.4GB of images on 25,000 – 40,000 historic sites and on 45,000 projects. SHPO will perform all tasks related to data cleansing prior to migration of the data from Argus.net. The data for each site is consistent with that described and detailed in the following documents:

- 1. The National Register of Historic Places Nomination Form: http://www.nps.gov/Nr/publications/downloads/2012_10-900_final.doc
- 2. The National Register of Historic Places Nomination Form Continuation Sheet: http://www.nps.gov/Nr/publications/downloads/2012_10-900a_final.doc
- 3. The National Register of Historic Places Multiple Property Nomination Forms: http://www.nps.gov/Nr/publications/downloads/2012_10-900b_final.doc
- 4. The Instructions for Completing the National Register of Historic Places Nomination Form: http://www.nps.gov/Nr/publications/bulletins/pdfs/nrb16a.pdf

5. The Instructions for Completing the National Register of Historic Places Multiple Property Nomination Form: <u>http://www.nps.gov/Nr/publications/bulletins/pdfs/nrb16b.pdf</u>

Deliverable(s)

- Initial software installation and implementation in test environment
- Configurations and customizations per the requirements and project plan
- For State hosted solutions, system interfaces/integration with State's environment and hardware
- A Plan for Argus data migration, One or more files suitable for import into proposed system.
- Migration of data into system
- System moved into production environment
- Documentation identifying the fulfillment of each software requirement

Acceptance Criteria:

• High-level acceptance criteria per Section 1.501.

D. Training and Knowledge Transfer

The Contractor will provide training to the State as described below to transfer knowledge of the application to the State. All training will take place in State facilities in Lansing, Michigan.

Deliverables

- On-site End User training for up to thirty (30) State-designated individuals who will utilize the system.
- On-site Administrator/System training, i.e., technical training for up to six (6) State-designated individuals who work with the Contractor to configure the applications, including but not limited to, establishing databases and interfaces, data conversion, and customization.
- When new versions are released that have a significant impact in end-user functionality, Contractor shall provide additional training at no additional cost. This training shall be delivered via classroom, online/web-based training, release features or job aids to the System Administrators and up to six (6) State-designated individuals.

Acceptance Criteria

- High-level acceptance criteria per Section 1.501.
- State-identified end users are able to utilize the functionality of the application in the performance of their duties;
- State-identified system administrators are able to perform the tasks necessary to configure and administer the solution; and
- State-identified DTMB technical staff are knowledgeable in the maintenance and support of the solution.

E. Documentation

Contractor will provide a complete set of solution documentation to the State. Contractor will provide MiSHPO-specific documentation as a by-product of Effort from Deliverables A, C and D. Microsoft provides an online library of CRM Documentation for users, technical staff and administrators. There is no separate cost for documentation including, but not limited to, the deliverables specified below:

- 1. A copy of the following documentation in both an editable electronic format and available online:
 - a. User and Technical Manuals
 - b. Data Element Dictionary
 - c. Operations Manual
 - d. All updates of documentation during the term of the Contract, software license and maintenance agreement
- 2. The following documentation is provided for all modules and program development:
 - a. System-wide documentation and specifications

- b. Baseline End-User training manuals to be used as a basis for "User Manuals" and online help
- c. Installation procedure
- d. Module configuration documents sufficient for configuration maintenance purposes
- e. Testing scripts
- f. Specification documentation
- g. Production migration
- 3. The documentation of components, features, and use of the hardware/software will be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.
- 4. All system, operational, user, change, and issue documentation must be available in electronic format, published to a website, accessible to State users, updated regularly, with unique numerical identifiers for each section and be consistent with the most current version of the application(s) and one (1) previous version.
- 5. All system, operations, user, change and issue documentation is to be organized in a format approved by the State and facilitates updating and allows for revisions to the documentation to be clearly identified including the three (3) previous versions.
- 6. The Contractor must develop and submit for State approval complete, accurate, and timely system, operations, and user documentation.
- 7. Detailed workflow diagrams in an electronic pdf format depicting the business process resulting from full implementation of the solution.

The Contractor must notify the State of any discrepancies or errors outlined in the system, operations, and user documentation.

Deliverable(s)

- User manuals
- Technical manuals
- Data Elements Dictionary
- Operations Manual
- Updates to all documentation deliverables

Acceptance Criteria

• High-level acceptance criteria per Section 1.501.

F. Maintenance and Support

Contractor will provide the State ongoing maintenance and support for the Service Software as described in the Contract Terms.

G. Future Enhancements

Upon request and at the State's sole option, the Contractor will provide additional goods or services to meet changing needs and requirements. Contractor will ensure that sufficient technical resources are available to address this requirement. To obtain Future Enhancements, the State will submit a SOW to the Contractor for the additional goods and services requested. For each such SOW received from the State, the Contractor will provide a Written Proposal, including a project plan and a quote based on the rates established in **Cost Table 8**. Upon review and written approval of the Written Proposal by the DTMB PM and the Agency PM, the Agency will submit a contract change request to DTMB-Procurement in accordance with **Section 1.403 Change Management**. Upon review and written approval by DTMB-Procurement, a contract amendment (Change Notice) will be executed. A fully executed Change Notice is required prior to issuance of any Purchase Order (PO). An issued PO is required prior to Contractor providing any goods or services under this Section.

Unless otherwise requested, contractor will develop customizations at its own facilities. Contractor will provide any customizations specifically requested by the State of Michigan, even if its other customers

have not requested similar customizations. Contractor will provide such services in a manner that meets State requirements. Contractor will support testing to ensure the as-built enhancements perform as specified by the State. Contractor will provide test cases to the State that the contractor used in testing the enhancements in advance of user acceptance testing.

Deliverable(s)

- Written Proposal including project plan and quote
- Services upon the State's request

Acceptance Criteria:

- High-level acceptance criteria per Section 1.501.
- Services conforming to each respective Statement of Work and Written Proposal.

1.200 Roles and Responsibilities

1.201 Contractor Staff, Roles, And Responsibilities

A. Contractor Staff

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work. See Schedule B for list of Key Personnel.

B. On Site Work Requirements

1. Location of Work

- The work is to be performed, completed, and managed as follows:
- Kick-off Meeting, Requirements Validation and Training in Lansing, Michigan
- Critical Issue Resolution Meeting in Lansing, Michigan at the State's sole discretion
- For State hosted solution, installation and configuration in Lansing, Michigan
- All other work to be performed at Contractor's facility unless expressly requested by the State

2. Hours of Operation:

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

1.202 State Staff, Roles, And Responsibilities

The State project team will consist of Subject Matter Experts (SME's), project support, and a DTMB and Agency project manager:

Subject Matter Experts

The Subject Matter Experts representing the business units involved will provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis. The SME's will be empowered to:

- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance sign-off
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor's project manager, within 48hours of their expected decision date.

Agency Roles	Agency/Division	Title
Project Owner/Sponsor	MSHDA	Linda Beachnau – MSHDA IT Manager
SHPO Sponsor	SHPO	Brian Conway – State Historic Preservation Officer
SHPO SME	SHPO	Diane Tuinstra – State Historian
Agency IT Project Manager	MSHDA	Vanessa McDonald

DTMB Roles	Agency/Division	Title
Sponsor	DTMB	Tizianna Galeazzi – DTMB General
		Manager Treasury, Lottery, Attorney
		General, MSHDA and Land Bank
Business Relationship	DTMB	Carmen Redwine – DTMB Business
Manager		Relationship Manager Lottery, Attorney
_		General, MSHDA and Land Bank
Project Manager	DTMB	Tracie Mansberger – DTMB Project
		Manager

State Project Manager- (DTMB and Agency)

DTMB will provide a Project Manager who will be responsible for the State's infrastructure and coordinate with the Contractor in determining the system configuration.

The State's Project Manager will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external contractors
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.

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

Name	Agency/Division	Title
Jarrod Barron	DTMB	Buyer / Contract Administrator

1.300 Project Plan

1.301 Project Plan Management

Preliminary Project Plan

Contractor will develop a project plan using project management methodologies following PMBOK guidelines with the required DTMB SUITE steps.

Orientation Meeting

Within fourteen (14) calendar days after the Effective Date of this Contract, the Contractor will attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor.

Performance Review Meetings

Contractor will attend monthly meetings, at a minimum, to review the Contractor's performance under the Contract. The meetings will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor.

Project Control

- 1. The Contractor will carry out this project under the direction and control of DTMB, MSHDA/SHPO.
- 2. Within fourteen (14) calendar days after the Effective Date of the Contract, Contractor will submit to the State project manager(s) for final approval of the project plan ("Final Project Plan"). This project plan must be in agreement with **Section 1.104**, and must include the following:
 - The Contractor's project organizational structure.
 - The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
 - The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
 - The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
- 3. The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at http://www.michigan.gov/suite
 - a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
 - Staffing tables with names of personnel assigned to Contract tasks.
 - Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed through the Project Completion, updated weekly).
 - Updates must include actual time spent on each task and a revised estimate to complete.
 - Graphs showing critical events, dependencies and decision points during the course of the Contract.
 - b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

1.302 Project Reports

The parties will review the sample Project Reporting Formats Contractor submitted with its proposal and identify any issues that need to be addressed. Contractor will then submit Project Reporting Formats to the State's Project Manager for approval within fourteen (14) calendar days after the Orientation Meeting. Once both parties have agreed to the format of each report, it shall become the standard to follow for the duration of the contract.

- Weekly Project status
- Updated project plan
- Summary of activity during the report period

- Accomplishments during the report period
- Deliverable status
- Schedule status
- Action Item status
- Issues
- Change Control
- Repair status
- Maintenance Activity

1.400 Project Management

1.401 Issue Management

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

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

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

Issues shall be escalated for resolution from level 1 through level 3, as defined below:

- Level 1 (Low) Business leads/Subject Matter Experts will resolve routine issues during the implementation phase. These questions would deal with business processes and matters of departmental or National Register procedure.
- Level 2 (Medium) Project Managers will coordinate any issues that deal with changes to scope, requirements or project deadlines.
- Level 3 (High) Project Sponsors/DTMB Infrastructure level will resolve any issues that deal with changes to costs, contract terms, security or infrastructure concerns, or which cannot be resolved by other means.

The Contractor shall also maintain a defects log for software defects identified by the State. A defect is defined as an issue discovered during the course of development or testing which does not meet the agreed upon requirements of the project, and which has a detrimental impact on the functionality of the application. The defects log must be communicated to the State's Project Manager on an agreed upon schedule, with email notifications and updates. The defects log must be updated and must contain the following minimum elements:

- Description of each defect
- Defect identification date
- Priority for fixing defects (to be mutually agreed upon by the State and the Contractor)
- Contractor resources assigned responsibility for fixing each defect
- Estimated date for fixing each defect
- Description of the fix to be applied

1.402 Risk Management

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project.

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.

A risk management plan format shall be submitted to the State for approval within twenty (20) business days after the Contract's Effective Date. The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the State's PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon.

The Contractor shall provide the tool to track risks. The Contractor will work with the State and allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The State will assume the same responsibility for risks assigned to them.

1.403 Change Management

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract.

If a proposed contract change is approved by the Agency, the Contract Administrator will submit a request for change to the Department of Technology, Management and Budget, Procurement Buyer, who will make recommendations to the Director of DTMB-Procurement regarding ultimate approval/disapproval of change request. If the DTMB Procurement Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the DTMB-Procurement Buyer will issue an addendum to the Contract, via a Contract Change Notice. <u>Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DTMB-Procurement, risk non-payment for the out-of-scope/pricing products and/or services.</u>

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

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

1.500 Acceptance

1.501 Criteria

The following is standard acceptance criteria for all document and software deliverables.

Document Deliverables

- Documents are dated and in electronic format, compatible with State of Michigan software.
- Requirements documents are reviewed and updated throughout the development process to assure requirements are delivered in the final product.
- Draft documents are not accepted as final deliverables.
- The documents will be reviewed and accepted in accordance with the requirements of the Contract.

- DTMB will review documents within a mutually agreed upon timeframe. In the absence of an agreed timeframe, the Contract Terms will control.
 - Approvals will be written and signed by both the DTMB Project Manager and Agency Project Manager.
 - o Issues will be documented and submitted to the Contractor.
 - After issues are resolved or waived, the Contractor will resubmit documents for approval within 10 days of receipt.
- Deliverable approval process detailed in the Contract Terms has been followed and met.

Software Deliverables

• Deliverable approval process detailed in the Contract Terms has been followed and met.

1.502 Final Acceptance

Final acceptance is expressly conditioned upon completion of ALL deliverables/milestones identified in Section 1.104 Work and Deliverables, completion of ALL tasks in the project plan, completion of ALL applicable inspection and/or testing procedures, and the certification by the State that the Contractor has met the defined requirements. Final acceptance will be given after the expiration of the Warranty Period if all outstanding issues have been resolved to the State's satisfaction. See also the Contract Terms for further details.

REQUIREMENTS MATRIX

The Requirements are organized by subject matter as follows:

ITEM	Functional Requirements Section			
1	System Standards			
2	System Operations			
3	System Security			
4	System Hosting			
5	System Authorization and Authentication and Process			
6	System Resources			
7	Application Programming Interfaces			
8	System and COTS Authorizations and Process			
9	General Work Flow Authorizations and Process			
10	Archaeology Workflow Authorizations and Process			
11	NRHP Workflow Authorizations and Process			
12	Section 106 Workflow Authorizations and Process			
13	Tax Credit Workflow Authorizations and Process			
200	System Asset List			
201	System Activities Engine			
202	System API Register			
203	Bibliography Engine			
205	System Change History			
207	Foreign System Registry			
208	Historic Document Engine			
209	Historic Person Engine			
210	Historic Photograph Engine			
211	Historic Place Engine			
213	Historic Period Engine			
214	Input Validation			
216	Invitations Engine			
217	Lexicon Engine			
218	Communication Monitoring			
219	Retention Schedule Engine			
220	Wiki Text Engine			
221	System Access Engine			
222	Workflow Engine			
223	Geographic Information System			
224	Cartographic Map Engine			
225	System API-Usage Engine			
226	ocoding Engine			
227	Nertyflew Design Teel			
301	Vorkflow Design Tool Veb Site			
302 Exhibit I	Processes			
Exhibit I	Roles			
Exhibit II	Activity Types			
Exhibit IV	Authorizations			
Exhibit V	Properties			
Exhibit VI	Digital Map Assets			
Exhibit VI	Assets			
	1000Elo			

REQ. NO.	DETAIL		1			
DESCRIPTION		Function is: (M)andatory, (E)xpected, (O)ptional	Off-The-Shelf	Configuration	Customization	Comments / Development Tools to be Used
ITEM 001	SYSTEM STANDARDS					
Description	System Standards are provided to make you aware of areas of importance to the system.					
Traceability Number						
001.1	Compliance with the Department of Technology, Management and Budget (MDTMB) Agency Web standards	M	X			Microsoft Dynamics CRM is deployed across the State at the Department of Corrections, State Court Administrator's Office and Office of Children Ombudsmen among others. The Dynamics CRM platform is currently deployed to other agencies by DTMB and is in compliance with MDTMB web standards.
001.2	Compliance with the MDTMB enterprise security standards	М	X			EASA has been approved The Dynamics CRM platform is currently deployed to other agencies by DTMB and is in compliance with MDTMB security standards.
001.3	Compliance with National Park Service Standards	E		X		Microsoft Dynamics CRM can be configured to be compliant with the Federal Information Processing Standard (FIPS) 140-2, which is a publication titled "Security Requirements for Cryptographic Modules." It specifies which encryption algorithms and hashing algorithms can be used, and how encryption keys are to be generated and managed.
001.4	Business Process must be built in accordance with a standard such as BPML	Μ	X			Microsoft Dynamics CRM processes are based on the Windows Workflow Foundation programming model. Windows Workflow Foundation provides a runtime engine, a framework, a base library of activities, and default implementations of the runtime services. The Windows Workflow Foundation runtime engine manages process execution, and supports processes that can remain active for extended periods of time. It preserves the state

					of process execution during computer shutdown and restart
001.5	Data exchange must conform to JavaScript Object Notation (JSON) format	М	X		All data exchanges from and to Dynamics CRM can be sent in JSON format.
001.6	Geographic feature data exchange must conform to GeoJSON	М	X		EasyTerritory includes a GIS server that supports import and export to Microsoft Software SQL Server geometry data type.
001.7	Time Periods do not have a standard representation. ISO 8601 covers date and time but no equivalent exists for JSON. Instead of just making up a JSON format, we propose that the GeoJSON format be extended to encompass a new feature type I.e., Time Period. (See section 403, figure 2)	М		X	As part of the solution, we will investigate the possibility of proposing a change to the GeoJSON spec to support the concept of a time period.

ITEM 002	SYSTEM OPERATIONS				
Description	System Operations are those day to day routine functions of the system.				
Traceability Number					
002	System Operations: Functions	E			
002.1	Provision for operations support of the MiSHPO system during normal business hours 7 am to 6 pm Monday through Friday	E		Х	Customer Care Team provides extended service hours
002.2	Provide System support hours 6 pm to 7 am Monday through Friday	E	Х		Microsoft provides 24/7 support of the system through Premier support which has been quoted
002.4	Provide Written permission from SOM operational manager for exceptions to System support hours during project life cycle.	E	X		N/A- Hosted by Microsoft. System support is available as soon as product is purchased
002.5	Provide system maintenance at regularly scheduled intervals, and at a time so as to not interfere with normal business operations.	E	X		Microsoft provides updates and patches without affecting system uptime and is supported by financially backed SLAs.

REQ. NO.	DETAIL							
DESCRIPTION		Function is:		YES				
	(M)andato (E)xpected (O)ptional		Off-The-Shelf	Configuration	Customization	Comments / Development Tools to be Used		
ITEM 003	PLATFORM SECURITY							
Description	Platform Security functions are provided to give guidance and to describe the intended purpose of the platform.							
Traceability Number								
003.1	The platform shall use roles to govern resource permissions	M	X			Dynamics CRM security roles can be configured to grant and/or deny access to the application and its data.		
003.2	The platform shall encrypt data in transit i.e. servers to servers and server to devices	M	x			Dynamics CRM currently offers the ability to encrypt the full customer database by leveraging SQL Transparent Data Encryption (TDE) to perform real-time I/O encryption and decryption of the data and log files to provide data encryption at-rest.		
003.3	The platform shall encrypt data at rest	М	X			Dynamics CRM currently offers the ability to encrypt the full customer database by leveraging SQL Transparent Data Encryption (TDE) to perform real-time I/O encryption and decryption of the data and log files to provide data encryption at-rest.		
003.4	The platform shall maintain an actor acknowledged security contract as a condition of using the platform and or an application	E	Х			Dynamics CRM security roles can be configured to grant and/or deny access to the application and its data.		

REQ. NO.	DETAIL]			
DESCRIPTION		Function is: (M)andatory, (E)xpected, (O)ptional	Off-The-Shelf	Configuration	Customization	YES Comments / Development Tools to be Used
ITEM 007	SYSTEM ACCESS POINTS		_ ¬	ž	<u> </u>	
Traceability Number						
Description	The System requires an access point		Х			Microsoft Dynamics SDK
007.1	The Platform requires an access point(s) for members inside and outside the SoM firewall	М	X			Microsoft Dynamics SDK Discoverable Services
007.2	The workflow implementation requires an access point(s) for members inside and outside the SoM firewall	E		Х		Workflow interaction is configurable based on permissions granted to internal and external users
007.3	The Training and Documentation Wiki requires an access point(s) for members inside and outside the SoM firewall	E		Х		Access is configurable based on permissions granted to internal and external users
ITEM 009	SOCIAL MEDIA					
Traceability Number						
009.1	The platform shall provide Output to social media such as: Facebook, LinkedIn, Twitter, Instagram, Pinterest, Google Plus	0		X		Configurable output that may or may not involve approval steps
ITEM 101	THE PLATFORM					
Traceability Number						
101.1	The primary function of the Platform is the sharing of resource assets	E	x			The Dynamics CRM platform contains built in APIs to communicate with the platform and access the data contained within. Any additional APIs required and their associated components would need to be custom developed.
101.2	The Platform shall be configurable to permit or deny software developers access to Open APIs without an administrator's intervention	E		X		Microsoft Dynamics CRM provides secure access to the platforms APIs via the Dynamics CRM Software Developer's Kit.
101.3	The platform shall be scalable	E	Х			The Dynamics CRM platform is scalable in terms of access to API's, database storage, users and processing volumes.

REQ. NO.	DETAIL					
DESCRIPTION		Function is: (M)andatory, (E)xpected, (O)ptional	Off-The-Shelf	Configuration	Customization	Comments / Development Tools to be Used
101.4	The platform shall scale in terms of the number of APIs	E	X			The Dynamics CRM platform is scalable in terms of access to API's, database storage, users and processing volumes.
101.5	The platform shall scale in terms of resource storage	E	Х			The Dynamics CRM platform is scalable in terms of access to API's, database storage, users and processing volumes.
101.6	The platform shall scale in terms of processing volume for application requests	E	х			The Dynamics CRM platform is scalable in terms of access to API's, database storage, users and processing volumes.
101.7	The platform shall scale to terms of the number of users	E	х			The Dynamics CRM platform is scalable in terms of access to API's, database storage, users and processing volumes.
101.8	The platform shall provide self-managed member accounts	E	Х			The Dynamics CRM platform authenticates users via their Active Directory account.
101.9	The platform API(s) shall Authenticate Applications	E	Х			Microsoft Dynamics CRM provides secure access to the platforms APIs via the Dynamics CRM Software Developer's Kit.
101.10	The platform shall provide consistency of authentication across applications a.k.a., Single Sign On or SSO	E	Х			The Dynamics CRM platform authenticates users via their Active Directory account when they log into the application.
101.11	The platform shall authenticate platform Members a.k.a., users	E	Х			The Dynamics CRM platform authenticates users via their Active Directory account when they log into the application.
101.12	The platform administrator shall create API roles as needed.	E	х			Dynamics CRM security roles can be configured to grant and/or deny access to the application and its data.
101.13	The platform administrator shall create Resource roles as needed.	E	Х			Dynamics CRM security roles can be configured to grant and/or deny access to the application and its data.
101.14	The platform shall authorize member interactions with roles	E	х			Dynamics CRM security roles can be configured to grant and/or deny access to the application and its data.
101.15	The platform shall be administered by one or more administrators	E	Х			Dynamics CRM security roles can be configured to grant and/or deny access to the application and its data.

101.16	The platform administrator shall configure and	E		Х	The Dynamics CRM platform contains built in
	implement Application Programming Interfaces (See				APIs to communicate with the platform. Any
	section 128)				additional APIs required would need to be
					custom developed.

REQ. NO.	DETAIL					
DESCRIPTIO		Function is:			1	YES
N		(M)andatory , (E)xpected, (O)ptional	Off-The-Shelf	Configuration	Customization	Comments / Development Tools to be Used
101.17	The platform administrator shall configure and implement platform resources (See section 128)	E		Х		The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
101.18	The administration of an individual application shall be left to that application	E		Х		Users are granted rights to configure applications based on security roles.
101.19	A Platform Member shall configure his or her own profile (see section 127)	E	Х			Permissions are contingent upon role-based security
101.20	The platform shall monitor API Requests (see section 129)	E			Х	The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
101.21	The platform shall monitor Changes to Resource Assets (see section 105)	E	Х			Auditing is configurable.
101.22	The platform shall maintain a register of available APIs	E			X	The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
101.23	The platform shall maintain a register of applications using platform resources	E			X	The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
101.24	The platform shall maintain a register of platform members using platform resources	E	Х		Х	Application sessions are logged.
101.25	The platform shall provide Resource Asset retention schedule (see section 119)	E	Х			Audit files are maintained as needed.
101.26	The Platform shall provide a method to convert geographic features from the data storage format to GeoJSON	E	х			EasyTerritory includes the MapDotNet Studio utility to perform data extract, transfer and load (ETL) to between common spatial formats such as GeoJSON, .SHP, .TAB, ArcSDE, Oracle Spatial and MSFT SQL Server Spatial.

				Both EasyTerritory and MapDotNet are products developed and sold commercially by ISC.
101.27	The Platform shall provide a method to convert geographic features from the GeoJSON format to database feature format	E	x	EasyTerritory includes the MapDotNet Studio utility to perform data extract, transfer and load (ETL) to between common spatial formats such as GeoJSON, .SHP, .TAB, ArcSDE, Oracle Spatial and MSFT SQL Server Spatial. Both EasyTerritory and MapDotNet are products developed and sold commercially by ISC.
101.28	The Platform shall provide an API method to calculate the Length of a geographic feature	E	X	The EasyTerritory API includes the MapDotNet REST API that support a call to get spatial details of a record in MSFT SQL Spatial, including length for polyline features. Additionally, the EasyTerritory application supports polyline drawing as well as feature identify with length.

REQ. NO.	DETAIL							
DESCRIPTION		Function is:		YES				
		(M)andatory, (E)xpected, (O)ptional	Off-The-Shelf	Configuration	Customization	Comments / Development Tools to be Used		
101.29	The Platform shall provide an API method to calculate the Area of a geographic feature	E	X			The EasyTerritory API includes the MapDotNet REST API and JavaScript libraries that support a call to get spatial details of a record in MSFT SQL Spatial, including area and perimeter for polygon features. Additionally, the EasyTerritory application supports polygon drawing as well as feature identify with area and perimeter measurements.		
101.30	The Platform shall provide an API method to return a default centroid of a given geographic feature	E	X			The EasyTerritory API includes the MapDotNet REST API and JavaScript toolkit that support a call to get spatial details of a record in MSFT SQL Spatial, including area and perimeter for polygon features. Additionally, the EasyTerritory application supports polygon drawing as well as feature identify with area and perimeter measurements.		
101.31	The Platform shall provide an API method to calculate the Bounding Rectangle of a geographic feature	E	X			The EasyTerritory API includes the MapDotNet REST API and JavaScript toolkit that support a call to get spatial details of a record in MSFT SQL Spatial, including area and perimeter for polygon features. Additionally, the EasyTerritory application supports polygon drawing as well as		

					feature identify with area and perimeter measurements.
101.32	The Platform shall provide an API method to encode a cartographic configuration into URL for sharing	E	X		EasyTerritory provides map saving and sharing through a URL. The map can be saved through the application or a project with an ID, can be created through a REST API call on-the-fly. Projects are saved in a SQL table.
101.33	The Platform shall provide an API method to create a map given a map encoded URL	E	X		An EasyTerritory project (map) can be created through a REST API call on-the-fly.
101.34	The Platform shall provide an API method to return a map given Cartographic Configuration	E	X		EasyTerritory supports the ability to get a project layer definitions back in json or XML format.
101.35	The Platform scripting language shall provide interfaces to call and process restful API requests and responses	E	x		The EasyTerritory and MapDotNet REST APIs can be call from JavaScript.
101.36	The Platform shall support a scripting language to create custom methods and functions to provide calculations and data manipulations	E	X		The Business Process Automation features provides robust formula creation.
101.37	The Platform shall provide or be configurable to use external database storage for purposes of resource asset storage	E		Х	Configurable to store to a number of supported types including Azure and SharePoint.
101.38	The Platform shall provide a backup solution for resource assets	E		Х	The Dynamics CRM database resides on the Microsoft SQL Server platform. Traditional SQL Server backup methods can be used for creating and maintaining any backups.
101.39	The Platform shall encrypt a resource asset while the asset is at rest	E	X		Dynamics CRM currently offers the ability to encrypt the full customer database by leveraging SQL Transparent Data Encryption (TDE) to perform real-time I/O encryption and decryption of the data and log files to provide data encryption at-rest.

REQ. NO. DESCRIPTION	DETAIL	Function is:		YES			
		(M)andatory, (E)xpected, (O)ptional	Off-The-Shelf	Configuration	Customization	Comments / Development Tools to be Used	
ITEM 105	PLATFORM RESOURCE CHANGE HISTORY						
Traceability Number							
105.2	The function of the Platform Resource Change History is the capture of resource asset attribute changes for	E		Х		The Dynamics CRM platform supports an auditing capability where entity and attribute data changes within an organization can be	

	purposes of managing the retention schedule and maintaining a record of agency activities			recorded over time for use in analysis and reporting purposes. Auditing is supported on all custom and most customizable entities and attributes. Any record in the system can be assigned to other users and all historical assignment changes can be seen for each record.
105.3	Resource Asset Change Logging is the default and applies to all platform resources	E	X	The Dynamics CRM platform supports an auditing capability where entity and attribute data changes within an organization can be recorded over time for use in analysis and reporting purposes. Auditing is supported on all custom and most customizable entities and attributes. Any record in the system can be assigned to other users and all historical assignment changes can be seen for each record.
105.4	The resource asset change log shall automatically record all updated resource asset attribute values	E	X	The Dynamics CRM platform supports an auditing capability where entity and attribute data changes within an organization can be recorded over time for use in analysis and reporting purposes. Auditing is supported on all custom and most customizable entities and attributes. Any record in the system can be assigned to other users and all historical assignment changes can be seen for each record.
105.5	The resource asset change log shall automatically record the attribute values of a deleted resource asset	E	X	The Dynamics CRM platform supports an auditing capability where entity and attribute data changes within an organization can be recorded over time for use in analysis and reporting purposes. Auditing is supported on all custom and most customizable entities and attributes. Any record in the system can be assigned to other users and all historical assignment changes can be seen for each record.
105.6	If the Platform Resource Change History is an independent standalone application then the application shall authenticate a user	E		N/A

105.7	If the Platform Resource Change History is an independent standalone application then the application shall provide a user interface for authentication	E			N/A
105.8	User-interfaces shall be provided that create, update, and deactivate Resource_Asset_Change_Log_Definition. (fields found in Section 407)	E	X		The Dynamics CRM platform provides users access to the data in the system through the use of Forms. Users can create, update and deactivate records directly from the Forms.
105.9	All Resource Asset Attributes must be validated (See section 114)	E	X		The Dynamics CRM platform provides the ability to validate data and, if the data is not validated, prevent the saving of the data to the record being entered or modified.
105.10	Platform Resource Change History shall integrate Resource_Asset_Change_Log_Definitions API	E	X		The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK.
105.11	Platform Resource Change History shall collect but is not limited to: Resource_Asset_Change_Log_Definition)	E	X		The Dynamics CRM platform supports an auditing capability where entity and attribute data changes within an organization can be recorded over time for use in analysis and reporting purposes. Auditing is supported on all custom and most customizable entities and attributes. Any record in the system can be assigned to other users and all historical assignment changes can be seen for each record.
ITEM 107	PLATFORM FOREIGN SYSTEM REGISTER APPLICATION				
Traceability Number				_	
107.2	The function of Platform Foreign System Register Application is the registration of all applications consuming platform resources	E		X	The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
107.3	If the Platform Foreign System Register Application is an independent standalone application then the application shall authenticate a user	E		X	The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.

REQ. NO.	DETAIL]			
DESCRIPTION		Function is:		T		YES
		(M)andatory, (E)xpected, (O)ptional	Off-The-Shelf	Configuration	Customization	Comments / Development Tools to be Used
107.4	If the Platform Foreign System Register Application is an independent standalone application then the application shall provide a user interface for authentication	E			Х	The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
107.5	User-interfaces shall be provided that create, update, and deactivate Foreign_System_Definition. (fields found in Section 407)	E			Х	The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
107.6	All Resource Asset Attributes must be validated (See section 114)	E			Х	The Dynamics CRM platform provides the ability to validate data and, if the data is not validated, prevent the saving of the data to the record being entered or modified.
107.7	Foreign systems must register with the platform to use the APIs	E			Х	The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
107.8	Platform Foreign System Register Application shall integrate Foreign_System_Definitions API	E		X		The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK.
107.9	Platform Foreign System Register Application shall integrate API_Register_Definitions API	E		X		The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK.
ITEM 114	PLATFORM SOURCE VALIDATION					
Traceability Number						

114.1	A platform API shall provide consistent data validation for resource asset attribute values	E		х		The Dynamics CRM platform provides the ability to validate data and, if the data is not validated, prevent the saving of the data to the record being entered or modified.			
114.2	A platform API resource shall be considered valid when all the resource's assets are valid	E		Х		The Dynamics CRM platform contains built in APIs to communicate with the platform. All data validation is handled in the SDK layer. Any additional APIs required and their associated components would need to be custom developed.			
114.3	A platform API resource asset shall be considered valid when all the asset's attribute values are valid	E		X		The Dynamics CRM platform contains built in APIs to communicate with the platform. All data validation is handled in the SDK layer. Any additional APIs required and their associated components would need to be custom developed.			
REQ. NO. DESCRIPTION	DETAIL	Function is:				YES			
		(M)andatory, (E)xpected, (O)ptional	(E)xpected,	(E)xpected,	(E)xpected,	Off-The-Shelf	Configuration	Customization	Comments / Development Tools to be Used
114.4	A platform API shall provide duplicate asset validation that can be configured to be on or off I.e., allow duplicate or deny duplicate asset	E		Х		The Dynamics CRM platform contains built in APIs to communicate with the platform. Duplicate detection capabilities exists within the CRM platform as well as through the SDK. Duplicate detection can be enabled or disabled. Any additional APIs required and their associated components would need to be custom developed.			
114.5	A platform API shall provide validation that can be configured to be on or off I.e., required or not required	E		X		The Dynamics CRM platform contains built in APIs to communicate with the platform. Data validation components at the platform and SDK layer can be configured to be active or inactive. Any additional APIs required and their associated components would need to be custom developed.			
114.6	If validation is set to off then an absolutely empty value is considered valid but when a value is provided then the value is validated according to type, range and size	E		Х		The Dynamics CRM platform provides the ability to validate data and, if the data is not validated, prevent the saving of the data to the record being entered or modified.			

114.7	A platform API shall validate the type of a resource asset attribute e.g., numeric, character, date or date time, and geographic feature	E	X	The Dynamics CRM platform contains built in APIs to communicate with the platform. Data type validation components at the platform and SDK layer can be configured to be active or inactive. Any additional APIs required and their associated components would need to be custom developed.
114.8	A platform API shall validate the range of a resource asset attribute value I.e., expected minimum and maximum value	E	X	The Dynamics CRM platform contains built in APIs to communicate with the platform. Data range validation components at the platform and SDK layer can be configured to be active or inactive. Any additional APIs required and their associated components would need to be custom developed.
114.9	A platform API shall validate the size, in terms of storage, of a resource asset attribute value I.e., expected minimum and maximum size	E	X	The Dynamics CRM platform contains built in APIs to communicate with the platform. Data size validation components at the platform and SDK layer can be configured to indicate the maximum size of a file that is being attached to record. Any additional APIs required and their associated components would need to be custom developed.

REQ. NO. DESCRIPTION	DETAIL	Function is: (M)andatory, (E)xpected, (O)ptional		YES				
			Off-The-Shelf	Configuration	Customization	Comments / Development Tools to be Used		
ITEM 119	PLATFORM RETENTION SCHEDULE							
	APPLICATION							
Traceability Number								
119.2	The function of the Platform Retention Schedule Application is to keep data storage to an absolute minimum by planning and implementing a resource asset lifecycle a.k.a., a data retention period	E			X	The Dynamics CRM platform supports the ability to archive and delete records individually and in bulk. Any automation or scheduling component to archive or delete data would be custom development.		
119.3	If the Platform Retention Schedule Application is an independent standalone application then the application shall authenticate a user	E				N/A		

119.4	If the Platform Retention Schedule Application is an independent standalone application then the application shall provide a user interface for authentication	E				N/A
119.5	User-interfaces shall be provided that create, update, and deactivate Retention_Schedule_Definition. (fields found in Section 407)	E			Х	The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
119.6	All Resource Asset Attributes must be validated (See section 114)	E			Х	The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
119.7	Retention is modeled on the SOM document retention schedule	E			Х	The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
REQ. NO. DESCRIPTION	DETAIL	Function is:				YES
DESCRIPTION		(M)andatory, (E)xpected, (O)ptional	Off-Th	Configuration	Custon	
			Off-The-Shelf	uration	Customization	Comments / Development Tools to be Used
119.8	Provide notification when there is pending record purge by email Provide retention of SHPO assets according to a	E	e-Shelf	uration ×	nization	The Dynamics CRM platform provides a powerful and flexible workflow engine that can be quickly tailored via point-and-click configuration to accommodate a wide variety of business scenarios, including team member notifications and reminders, prompts for further information including notes and opinions, and alerts based on key status changes or data. The Dynamics CRM platform supports the

119.10	The schedule shall include a reference to where records are stored I.e., database table identity	E			Х	The Dynamics CRM platform supports the ability to archive and delete records individually and in bulk. Any automation or scheduling component to archive or delete data would be custom development.
119.11	Provide a flag or method that allows for the override of a specific asset's retention period effectively enforcing a separate retention period for a specific asset without affecting other assets in the same resource. This retention period will need	E			Х	The Dynamics CRM platform supports the ability to archive and delete records individually and in bulk. Any automation or scheduling component to archive or delete data would be custom development.
119.11	The schedule shall include a declaration of how to determine the starting point of the retention period I.e., from last activity or creation date	E			Х	The Dynamics CRM platform supports the ability to archive and delete records individually and in bulk. Any automation or scheduling component to archive or delete data would be custom development.
119.12	The schedule shall include the retention period a.k.a. the number of years to retain a record	E			Х	The Dynamics CRM platform supports the ability to archive and delete records individually and in bulk. Any automation or scheduling component to archive or delete data would be custom development.
119.13	The schedule shall include a declaration of the method of record purging I.e., manual or automatic	E			Х	The Dynamics CRM platform supports the ability to archive and delete records individually and in bulk. Any automation or scheduling component to archive or delete data would be custom development.
119.14	The schedule shall provide retention periods	E			Х	The Dynamics CRM platform supports the ability to archive and delete records individually and in bulk. Any automation or scheduling component to archive or delete data would be custom development.
119.15	The schedule shall provide a conditional period from the time of creation and for a given number of years	E			Х	The Dynamics CRM platform supports the ability to archive and delete records individually and in bulk. Any automation or scheduling component to archive or delete data would be custom development.
REQ. NO. DESCRIPTION	DETAIL					
		Function is:				YES
		(M)andatory, (E)xpected, (O)ptional	Off-The-Shelf	Configuration	Customization	Comments / Development Tools to be Used

119.16	The schedule shall provide a conditional period from the time of last activity and for a given number of years	E	X	The Dynamics CRM platform supports the ability to archive and delete records individually and in bulk. Any automation or scheduling component to archive or delete data would be custom development.
119.17	The schedule shall provide a definitive period by an expiration date	E	X	The Dynamics CRM platform supports the ability to archive and delete records individually and in bulk. Any automation or scheduling component to archive or delete data would be custom development.
119.18	The schedule shall provide permanent period designation to store a record indefinitely	E	X	The Dynamics CRM platform supports the ability to archive and delete records individually and in bulk. Any automation or scheduling component to archive or delete data would be custom development.
119.19	Platform Retention Schedule Application retention shall provide asset purging	E	X	The Dynamics CRM platform supports the ability to archive and delete records individually and in bulk. Any automation or scheduling component to archive or delete data would be custom development.
119.20	Platform Retention Schedule Application shall provide method to create purge list. Returns a list of assets ready to be purged	E	X	The Dynamics CRM platform supports the ability to archive and delete records individually and in bulk. Any automation or scheduling component to archive or delete data would be custom development.
119.21	Platform Retention Schedule Application shall provide a method to purge assets manually from purge list	E	X	The Dynamics CRM platform supports the ability to archive and delete records individually and in bulk. Any automation or scheduling component to archive or delete data would be custom development.
119.22	Platform Retention Schedule Application shall provide a method to purge assets automatically	E	X	The Dynamics CRM platform supports the ability to archive and delete records individually and in bulk. Any automation or scheduling component to archive or delete data would be custom development.
119.23	Platform Retention Schedule Application shall track assets with regards to date and time of creation, and updates	E	X	The Dynamics CRM platform supports the ability to archive and delete records individually and in bulk. Any automation or scheduling component to archive or delete data would be custom development.
119.24	Retention is related to Request and Change Histories	E	X	The Dynamics CRM platform supports the ability to archive and delete records individually and in bulk. Any automation or

						scheduling component to archive or delete data would be custom development.
119.25	Platform Retention Schedule Application shall integrate Retention_Schedule_Definitions API	E		X		The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK.
REQ. NO. DESCRIPTION	DETAIL	Function is:				NEO.
		(M)andatory, (E)xpected, (O)ptional	Off-The-Shelf	Configuration	Customization	YES Comments / Development Tools to be Used
ITEM 126	PLATFORM GECODING APPLICATION					
Traceability Number		_				
126.2	The function of the Platform Geocoding Application is to convert place names and addresses to representative geographic point or polygon features	E	X			EasyTerritory includes several components and APIs for record geocoding. For Dynamics CRM, EasyTerritory includes a workflow plugin that calls the EasyTerritory geocode API (which in turn ultimately calls the Bing Maps Geocode API). Bing Maps returns a latitude, longitude, geocode quality, the standardized address both full and in parts. Additionally, the geocoding REST service can be made through a REST call using JavaScript.
126.3	The Platform Geocoding Application shall provide a method to convert place names to representative polygons	E	X			EasyTerritory supports creating travel-time rings and radiuses from place location looked up in the application. For example, searching an address, 123 Main Street, Detroit, MI 43781 would present the users with a callout and an option to create a travel-time ring or radius around that point location. If additional map assets were available in the database (e.g. city limits boundaries) those could be selected and converted to polygons in the map.
126.4	If the Platform Geocoding Application is an independent standalone application then the application shall authenticate a user	E	Х			EasyTerritory leverages Bing Maps for geocoding and handles the authentication to

						the Bing Maps services with a Bing Key configured at the application level.	
126.5	Geocoding shall be made available to existing or future SoM applications. We prefer an annual allotment of 500,000 service calls at a fixed cost with increases of 100,000 also at a fixed cost up to 1 million per year.	E	X			Bing Maps has a flexible pricing and licensing model based with SKUs available for known users or transaction buckets. Get pricing from Microsoft.	
126.6	If the Platform Geocoding Application is an independent standalone application then the application shall provide a user interface for authentication	E	Х			EasyTerritory handles the authentication to Bing Maps through a configuration in which you specify the Bing Maps key at the application level.	
126.7	User-interfaces shall be provided that create, update, and deactivate Geocoding_Request_Definition. (fields found in Section 407)	E				Leveraging the EasyTerritory Bing Maps geocode plugin for CRM workflows. The geocode will return latitude, longitude, geocode quality, and standardize street address on record create, address update and deactivate.	
126.8	All Resource Asset Attributes must be validated (See section 114)	E		Х		Validation is configured through the business process automation engine.	
REQ. NO.	DETAIL						
DESCRIPTION		Function is:		YES			
		(M)andatory, (E)xpected, (O)ptional	Off-The-Shelf	Configuration	Customization	Comments / Development Tools to be Used	
126.9	Provide API method to return a Point Feature given Michigan Street Number, Street Name, City, State and Zipcode	E	X			The EasyTerritory geocoder leverages Bing Maps for geocoding and will return a latitude/longitude, with geocode quality and standardized address.	
126.10	Provide an API method to return a Point Feature	Е	Х			EasyTerritory will attempt to geocode records to	
126.11	representing the centroid of a city or township given a Michigan city or a township name Provide an API method to return a Polygon Feature	E				the greatest accuracy that it has data for. For example, if only City and State are passed to the geocoding service, the returned latitude and longitude would be for the centroid of the city. If only Zip Code was passed, the result would be the centroid of the Zip Code polygon. EasyTerritory includes a library for Dynamics	

				map asset loaded into the SQL Server database (using the GeoJson import). The call to the REST API would return the feature geometry, attributes, and calculated center point.
126.12	Provide an API method to return a Point Feature representing the centroid of a township given a Michigan township name	E	X	EasyTerritory includes a library for Dynamics CRM and an REST API method that can be called to query a table of polygon records (based on attribute or spatial intersection and return the geometry and attributes. In this scenario the data (e.g. MI township boundaries) would be a map asset loaded into the SQL Server database (using the GeoJson import). The call to the REST API would return the feature geometry, attributes, and calculated center point.
126.13	Provide an API method to return a Polygon Feature representing a township given a Michigan township name	E	X	EasyTerritory includes a library for Dynamics CRM and an REST API method that can be called to query a table of polygon records (based on attribute or spatial intersection) and return the geometry and attributes. In this scenario the data (e.g. MI township boundaries) would be a map asset loaded into the SQL Server database (using the GeoJson import). The call to the REST API would return the feature geometry, attributes (e.g. township name), and calculated center point.
126.14	Provide an API method to return a Point Feature representing the centroid of a Michigan Township given a Tier and Range	E	X	EasyTerritory includes a library for Dynamics CRM and an REST API method that can be called to query a table of polygon records (based on attribute or spatial intersection) and and return the geometry and attributes. In this scenario the data (e.g. MI township boundaries) would be a map asset loaded into the SQL Server database (using the GeoJson import). The call to the REST API would return the feature geometry, attributes (e.g. township name), and calculated center point.
126.15	Provide an API method to return a Polygon Feature representing a Michigan Township given a Tier and Range	E	X	Given a STR geographic layer from the asset library loaded into a SQL Server table with the geometry datatype. EasyTerritory REST Services can take a polygon and return intersecting STR features.

126.16	Provide an API method to return a Point Feature representing the centroid of a Michigan Township Section given a Tier and Range and Section number	E				Given a STR geographic layer from the asset library loaded into a SQL Server table with the geometry datatype. EasyTerritory REST Services can take a polygon and return intersecting STR features including the polygon centroid.
REQ. NO. DESCRIPTION	DETAIL	Function is:				YES
DESCRIPTION		(M)andatory, (E)xpected, (O)ptional	Off-The-Shelf	Configuration	Customization	Comments / Development Tools to be Used
126.17	Provide an API method to return a Polygon Feature representing a Michigan Township Section given a Tier and Range and Section number	E	×			Given a STR geographic layer from the asset library loaded into a SQL Server table with the geometry datatype. EasyTerritory REST Services can take a polygon and return intersecting STR features including the polygon shape.
126.18	Provide an API method to return a Point Feature representing the centroid of a zipcode given a Michigan Zipcode alpha numeric	E	X			EasyTerritory provides quarterly updates of the US ZIP code data (polygons and points) that can loaded into a SQL Server table with the geometry datatype. EasyTerritory REST Services can take a polygon and return intersecting STR features including the polygon shape.
126.19	Provide an API method to return a Polygon Feature representing a zipcode given a Michigan Zipcode alpha numeric	E	X			EasyTerritory provides quarterly updates of the US ZIP code data (polygons and points) that can loaded into a SQL Server table with the geometry datatype. EasyTerritory REST Services can take a polygon and return intersecting STR features including the polygon shape.
126.20	Provide an API method to return a Point Feature representing the centroid of a Michigan county given a county name	E	X			Given a County boundary geographic layer from the asset library loaded into a SQL Server table with the geometry datatype. EasyTerritory REST Services can take a polygon and return intersecting county features including the polygon shape.
126.21	Provide an API method to return a Polygon Feature representing a Michigan county given a county name	E	X			Given a County boundary geographic layer from the asset library loaded into a SQL Server table with the geometry datatype. EasyTerritory REST Services can take a polygon and return

				intersecting county features including the polygon shape and county name.
126.23	Platform Geocoding Application shall collect but is not limited to: Geocoding_Request_Definition)	E	Х	User interfaces and permissions are configured in CRM by the system customizer

REQ. NO. DESCRIPTION	DETAIL	Function is:				YES
		(M)andatory , (E)xpected, (O)ptional	Off-The-Shelf	Configuration	Customization	Comments / Development Tools to be Used
ITEM 127	PLATFORM MEMBER PROFILE APPLICATION					
Traceability Number						
127.2	The function of the Platform Member Profile Application is to manage the storage, formatting and referencing of Member Definition	E		Х		Member profile formatting is configurable along with the configurable access for other platform resources
127.3	Provide password protected access to the system	E	Х			Microsoft Dynamics CRM Security Model
127.4	The platform's Administrator shall have the ability to deactivate and activate Members to deny or permit resource access	E	Х			Microsoft Dynamics CRM Security Model
127.5	Provide methods for Self-administration of personal information	E	Х			Microsoft Dynamics CRM Security Model
127.6	Provide a method for an actor to change their personal password	E	Х			Microsoft Dynamics CRM Security Model
127.7	Provide methods to ensure passwords contain 10 or more characters, contain upper and lowercase characters, contain symbols and numbers	E	Х			Microsoft Dynamics CRM Security Model
127.8	Members shall use a valid email address as their user name.	E	Х			Microsoft Dynamics CRM Security Model

REQ. NO. DESCRIPTION	DETAIL	E-mation inc	<u> </u>			×50
		Function is: (M)andatory, (E)xpected, (O)ptional	Off-The-	n Configuratio	on Customizati	YES Comments / Development Tools to be Used
ITEM 128	PLATFORM API AND RESOURCE CONFIGURATION APPLICATION					
Traceability Number						
128.2	The primary function of an application Programming Interface (API) is the collection and distribution of resource assets	E		x		The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
128.3	The function of the Platform API and Resource Configuration Application is the creation, versioning and deactivation of Application Programming Interfaces	E		X		The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
128.4	The platform shall share each resource through an application programming interface (API)	E		X		The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The

				Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
128.5	The platform shall create, version, deactivate and delete APIs	E	X	The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
128.6	The platform shall create, version, deactivate and delete resources	E	X	The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
128.7	If the Platform API and Resource Configuration Application is an independent standalone application then the application shall authenticate a user	E		NA - The authentication methods used by the system are inherent in the Dynamics CRM platform.
128.8	A platform API shall verify a user's authentication	E	X	The Dynamics CRM platform provides the ability for an administrator to create users and assign security roles to determine access privileges in the system.
128.9	A platform API shall authorize users to use a resource's assets	E	X	The Dynamics CRM platform provides the ability for an administrator to create users and assign security roles to determine access privileges in the system.

REQ. NO.	DETAIL	-]				
DESCRIPTION		Function is: (M)andatory,		0	0	YES	
		(E)xpected, (O)ptional	Off-The-	n Configuratio	on Customizati	Comments / Development Tools to be Used	
128.10	The platform API shall authorize applications to use a resource's assets	E		X		The Dynamics CRM platform provides the ability for an administrator to create users and assign security roles to determine access privileges in the system.	
128.11	The Platform Administrator shall permission each resource	E		Х		The Dynamics CRM platform provides the ability for an administrator to create users and assign security roles to determine access privileges in the system.	
128.12	A Platform API resource's user authorization permissions shall include create, read, update, and deactivate	E		Х		The Dynamics CRM platform provides the ability to allow users create, read, update and deactivate records depending in their defined role in the security model of the platform.	
128.13	A Platform API resource's authorization permissions shall each be configurable to on or off	E		Х		The Dynamics CRM platform provides the ability to enable or disable a user's access to the system.	
128.14	A Platform API resource is configurable to allow or deny duplicate assets	E		Х		The Dynamics CRM platform provides the ability to perform duplicate data checks upon record creation and allow for the records to be merged or duplicated.	
128.16	A Platform API Resource's access scope shall be Limited to none, all, one, or more applications	E		X		The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.	
128.17	A Platform API Resource's Asset access scope shall be limited to none, all, one, or more applications	E		X		The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics	

128.18	The Platform Administrator shall configure resource asset storage	E	X	CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed. The Dynamics CRM platform provides an administrator with the capability to define new entities and attributes to collect and store new
128.19	The platform shall configure and implement a resource's create, read, update and deactivate methods on the creation of the resource's API	E	X	data elements.The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
128.20	A platform API shall implement a resource asset's create, read, update and deactivate functions as a HTTP POST, GET, PUT and DELETE requests respectively	E	X	The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
REQ. NO. DESCRIPTION	DETAIL	Function is:		YES
		(M)andatory,	00	
		(E)xpected, (O)ptional	Customizati n Configuratio snen Off-The-	Comments / Development Tools to be Used
128.21	A resource asset create, read, update and deactivate functions shall authorize a calling application and fail when unauthorized	E	X	The Dynamics CRM platform contains built in APIs to communicate with the platform. All authorization is handled through the Active

				Directory credentials whether logging into the application through the user interface or via the SDK. Failed authorization will result in the asset not being modified.
128.22	A resource's asset create, read, update and deactivate functions shall authenticate and authorize a user when credentials are provided and fail when user is unauthenticated or unauthorized	E	X	The Dynamics CRM platform contains built in APIs to communicate with the platform. All authorization is handled through the Active Directory credentials whether logging into the application through the user interface or via the SDK.
128.23	A resource's asset attribute values shall be validate before creating or updating an asset (See section 114)	E	x	The Dynamics CRM platform provides the ability to validate data and, if the data is not validated, prevent the saving of the data to the record being entered or modified.
128.24	A resource's asset create and update functions shall fail when values are invalid	E	x	The Dynamics CRM platform provides the ability to validate data and, if the data is not validated, prevent the saving of the data to the record being entered or modified.
128.25	A resource's asset create, read, update and deactivate functions upon failing to create, read, update or deactivate an asset shall respond with an http status code in the 400 or 500 range	E	X	The Dynamics CRM platform provides the ability to validate data and, if the data is not validated, prevent the saving of the data to the record being entered or modified. A notification is presented to the user when such a failure occurs.
128.26	The API shall provide a method to create a new asset	E	X	The Dynamics CRM platform provides users access to the data in the system through the use of Forms. Users can create, update and deactivate records directly from the Forms.
128.27	The API shall provide searches for keywords, geographic features, and time periods	E	X	The Dynamics CRM platform provides the ability to perform searches against the entities and attributes in the system via various searching methods including Quick Search and Advanced Find, which is a powerful multi-entity search function that is built into the platform. From Dynamics CRM, a user can build an
				Advanced Find query and map the results in an EasyTerritory project. Once the locations are displayed in the EasyTerritory map, the feature can be selected by click or spatial query and the results grid will provide a link to open the specific record in Dynamics CRM. Filters on keywords and date/time ranges can be performed in the Advanced Find query prior to

128.28	The API shall provide a method to merge a presentation template with JSON data	E		x		loading the data in the map or filters on keywords and date/time ranges can be apply once data is added to the EasyTerritory Map. The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
128.29	The API shall provide a method to update asset attributes	E		Х		The Dynamics CRM platform provides users access to the data in the system through the use of Forms. Users can create, update and deactivate records directly from the Forms.
REQ. NO.	DETAIL	-				
DESCRIPTION		Function is:		0		YES
		(M)andatory, (E)xpected, (O)ptional	off-The-	n Configuratio	Customizati	Comments / Development Tools to be Used
128.30	The API shall provide a method to deactivate an asset	E		X		The Dynamics CRM platform provides users access to the data in the system through the use of Forms. Users can create, update and deactivate records directly from the Forms.
128.31	The platform shall transmit assets as data objects	E		X		The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom

128.32	The platform shall format data objects as defined by the open standard JSON	E	X	The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
128.33	The platform shall transmit encrypted data objects	E	X	The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
128.34	The platform shall not transmit deactivated assets	E	X	The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
128.35	The platform shall record API requests including the request method (GET, POST, PUT and DELETE), parameters, user identity, application identity and current time. EXCLUDING PASSWORDS	E	X	The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any

REQ. NO. DESCRIPTION	DETAIL	Function is: (M)andatory, (E)xpected,	Snen Off-The-	n Configuratio	Customizati	components would need to be custom developed.
128.38	The platform shall retain resource assets for a period defined by a retention schedule	E		х		The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated
						movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
128.36 128.37	The platform shall log a history of resource asset attribute changes including current value, previous, value user identity, application identity and current time EXCLUDING PASSWORDS			X		components would need to be custom developed. The Dynamics CRM platform supports an auditing capability where entity and attribute data changes within an organization can be recorded over time for use in analysis and reporting purposes. Auditing is supported on all custom and most customizable entities and attributes. Any record in the system can be assigned to other users and all historical assignment changes can be seen for each record. The Dynamics CRM platform provides powerful and flexible interface and data

128.39	If the Platform API and Resource Configuration Application is an independent standalone application then the application shall provide a user interface for authentication	E	X	The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
128.40	User-interfaces shall be provided that create, update, and deactivate API_Register_Definition, API_Name_Definition, API_Field_Definition, API_Permission_Definition, Resource_Scope_Definition, Resource_Asset_Scope_Definition, Resource_Registry_Definition. (fields found in Section 407)	E	X	The Dynamics CRM platform provides users access to the data in the system through the use of Forms. Users can create, update and deactivate records directly from the Forms.
128.41	Platform API and Resource Configuration Application shall integrate API_Register_Definitions API,	E	X	The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
128.42	Platform API and Resource Configuration Application shall integrate API_Name_Definitions API	E	X	The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.

128.43	Platform API and Resource Configuration Application shall integrate API_Field_Definitions API	E		X		The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
128.44	Platform API and Resource Configuration Application shall integrate API_Permission_Definitions API	E		Х		The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
128.45	Platform API and Resource Configuration Application shall integrate Resource_Scope_Definitions API	E		X		The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
REQ. NO.	DETAIL	Function is:				VEO
DESCRIPTION		Function is: (M)andatory,		0	0	YES
		(M)andatory, (E)xpected, (O)ptional	Sneir Off-The-	n Configuratio	on Customizati	Comments / Development Tools to be Used

128.46	Platform API and Resource Configuration Application shall integrate Resource_Asset_Scope_Definitions API	E	X	The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
128.47	Platform API and Resource Configuration Application shall collect but is not limited to: API_Register_Definition)	E	X	The Dynamics CRM platform provides the ability to create new and modify existing entities and attributes to collect data per the requirements of the system.
128.48	Platform API and Resource Configuration Application shall collect but is not limited to: API_Name_Definition)	E	X	The Dynamics CRM platform provides the ability to create new and modify existing entities and attributes to collect data per the requirements of the system.
128.49	Platform API and Resource Configuration Application shall collect but is not limited to: API_Field_Definition)	E	X	The Dynamics CRM platform provides the ability to create new and modify existing entities and attributes to collect data per the requirements of the system.
128.50	Platform API and Resource Configuration Application shall collect but is not limited to: API_Permission_Definition)	E	X	The Dynamics CRM platform provides the ability to create new and modify existing entities and attributes to collect data per the requirements of the system.
ITEM 129	PLATFORM API REQUEST APPLICATION			
Traceability Number			X	The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.

129.2	The function of the Platform API Request Application is to manage the storage, formatting and referencing of Request_Log_Definition	E		X		The Dynamics CRM platform provides the ability to create new and modify existing entities and attributes to collect data per the requirements of the system. All attributes in the system contain properties that allow you to define the data type, formatting, field requirements and size.
129.3	Provide automatic Log entry to describe an activity completion	E		Х		The Dynamics CRM platform provides the ability to create and store activities in the system. Upon completion of the activity, the record can be marked as closed or canceled.
129.4	Provide automatic Log entry for the initiation of an activity	E		Х		The Dynamics CRM platform provides the ability to create and store activities in the system. Upon completion of the activity, the record can be marked as closed or canceled.
129.5	Provide request information suitable to recreate the request but do not include PASSWORDS	E		X		The Dynamics CRM platform provides powerful and flexible interface and data movement capability via the system's native import features, through the use of third party data integration tools such as Scribe or by developing communication to the Dynamics CRM API and web services using the SDK. The Dynamics CRM platform contains built in APIs to communicate with the platform. Any additional APIs required and their associated components would need to be custom developed.
REQ. NO.	DETAIL					· · ·
DESCRIPTION		Function is:		•		YES
		(M)andatory, (E)xpected, (O)ptional	snen Off-The-	n Configuratio	on Customizati	Comments / Development Tools to be Used
129.6	If root-no is an independent standalone application then the application shall authenticate a user	E		Х		
129.7	If the Platform API Request Application is an independent standalone application then the application shall provide a user interface for authentication	E		Х		N/A
129.8	User-interfaces shall be provided that search Request_Log_Definition. (fields found in Section 407)	E		Х		The Dynamics CRM platform provides the ability to perform searches against the entities and attributes in the system via various searching methods including Quick Search and

						Advanced Find, which is a powerful multi-entity search function that is built into the platform.
129.9	All Resource Asset Attributes must be validated (See section 114)	E		Х		The Dynamics CRM platform provides the ability to validate data and, if the data is not validated, prevent the saving of the data to the record being entered or modified.
129.10	Platform API Request Application shall collect but is not limited to: Request_Log_Definition	E		X		The Dynamics CRM platform provides the ability to create new and modify existing entities and attributes to collect data per the requirements of the system.
ITEM 131	PLATFORM PRESENTATION TEMPLATE APPLICATION					
Traceability Number						
131.2	The function of the Platform Presentation Template Application is the creation of consistent human readable output across many applications. Conceptually, templates are similar to a mail merge	E	X			Microsoft Dynamics CRM
131.3	The expected form of a template shall be plain text. The plain text may represent xml, microsoft word or html	E	Х			Microsoft Dynamics CRM
131.4	The expected form of a template data shall be plain text. The plain text shall be formatted as JSON	E	X			Microsoft Dynamics CRM
REQ. NO. DESCRIPTION	DETAIL	Function is:				VEO
DESCRIPTION		(M)andatory,		0	0	YES
		(E)xpected, (O)ptional	Off-The-	n Configuratio	on Customizati	Comments / Development Tools to be Used
131.5	The function of the Platform Presentation Template Application is to manage the collection, formatting and referencing of: Presentation_Template_Definition	E	Х			
131.6	If the Platform Presentation Template Application is an independent standalone application then the application shall authenticate a user	E				N/A
131.7	If the Platform Presentation Template Application is an independent standalone application then the application shall provide a user interface for authentication	E				N/A
131.8	User-interfaces shall be provided that create, update, and deactivate Presentation_Template_Definition (see section 407) (fields found in Section 407)	E		Х		Permissions are configured through the role- based security model

131.9	User-interfaces shall provide methods to search, create and update presentation templates (see definitions) I.e., Presentation_Template_Definition	E		X		Microsoft Dynamics CRM
131.10	The Platform Presentation Template Application shall provide a template tag or placeholder to reference or name an individual resource asset attribute	E				Microsoft Dynamics CRM
REQ. NO.	DETAIL					
DESCRIPTION		Function is:				YES
		(M)andatory, (E)xpected, (O)ptional	Off-The-	n Configuratio	on Customizati	Comments / Development Tools to be Used
131.11	The Platform Presentation Template Application shall provide a template tag or placeholder to reference or name an individual resource asset attribute within a list of assets	E	X			Uses GUID
131.12	The Platform Presentation Template Application shall provide a template tag or placeholder to reference a cartographic map	E	Х			Mapping interface uses GUID as record reference
131.13	The Platform Presentation Template Application shall provide a template tag or placeholder to reference an image or photograph	E		Х		Relationship to image folders can be configured to store collections for the asset
131.14	All Resource Asset Attributes must be validated (See section 114)	E		Х		Validation is configurable
131.15	The Platform Presentation Template Application's merge function is one of the API core functions (see section 128)	E	Х		Х	Merge is available for certain entities, depending on which entities need to be merged, this could be a custom feature
131.16	Platform Presentation Template Application shall integrate Presentation_Template_Definitions API	E	Х			Microsoft Dynamics CRM
131.17	The Platform Presentation Template Application shall collect but is not limited to collecting: Presentation_Template_Definition	E	Х			Microsoft Dynamics CRM

ITEM 201	WORKFLOW APPLICATION			
Traceability Number				

REQ. NO. DESCRIPTION	DETAIL]			
		Function is: (M)andatory, (E)xpected, (O)ptional	Off-The-	n Configuratio	on Customizati	YES Comments / Development Tools to be Used
201.2	The function of the Workflow Application is the orderly and timely collection of data from multiple sources over the internet	E		X		Connection to sources is configurable through an interface, however some sources may require web services
201.3	If the Workflow Application is an independent standalone application then the application shall authenticate a user	E				N/Á
201.4	Workflow Deployment shall be implemented by an administrator	E	Х			Microsoft Dynamics CRM Interface for Windows Workflow Foundation
201.5	Workflow Application shall provide a multi-user workflow design tool	E	Х			Microsoft Dynamics CRM Interface for Windows Workflow Foundation
201.6	Workflow shall be organized by project	E	Х			Windows Workflow Foundation
201.7	The Workflow design tool shall create, read, update, version and delete projects	E	Х			Microsoft Dynamics CRM Interface for Windows Workflow Foundation
201.8	The Workflow projects shall contain a workflow model represented as an interactive swim-lane diagram	0			Х	Interaction with the Windows Workflow Foundation programming interface is available through Visual Studio
201.9	The Workflow model shall contain workflow steps and have the ability to create, display, update and deactivate steps	E	Х			Windows Workflow Foundation
201.10	The Workflow model steps shall contain workflow data collection fields, field validation, labels, buttons and controls as well as configuration for notifications, escalation, timers and step authorization	E	X			Windows Workflow Foundation
201.11	Workflow step fields and controls shall implement spell checking	E		Х		Use of spell checking with browsers is configurable

REQ. NO. DESCRIPTION	DETAIL]			
DESCRIPTION		Function is: (M)andatory, (E)xpected, (O)ptional	Sneir Off-The-	n Configuratio	on Customizati	YES Comments / Development Tools to be Used
201.12	The Workflow model shall contain workflow global variables for data storage between workflow steps	E	Х	0		Windows Workflow Foundation
201.13	The Workflow model steps shall contain workflow local variables for temporary storage	E	Х			Windows Workflow Foundation
201.14	A workflow model step shall receive control data from other workflow steps	E	Х			Windows Workflow Foundation
201.15	A workflow model step shall pass control data to other workflow steps	E	Х			Windows Workflow Foundation
201.17	The Workflow Application shall have a method to import and export a standard business process exchange model (See 201.22)	E			X	The contract-first workflow development tool allows the developer to design a contract in code first, then, with a few clicks in Visual Studio, automatically generate an activity template in the toolbox representing each operation. These activities are then used to create a workflow that implements the operations defined by the contract. The workflow designer will validate the workflow service to ensure that these operations are implemented and the signature of the workflow matches the contract signature. The developer can also associate a workflow service with a collection of implemented contracts.
201.18	Workflow shall have capacity to run many business process models simultaneously	E	Х			Windows Workflow Foundation
201.19	Workflow shall support a scripting language to create custom methods and functions to provide calculations and data manipulations	E	Х			Windows Workflow Foundation
201.20	The Workflow scripting language shall provide interfaces to call and process restful API requests and responses	E	х			Windows Workflow Foundation
201.21	Workflow shall be implemented as a web application	E	Х			Windows Workflow Foundation

201.22	Provide a standard business process exchange model definition E.g., XML Process Definition Language (XPDL) (See <u>http://www.xpdl.org</u>)	E	Х			Windows Workflow Foundation employs a standard process exchange model for workflow portability.
REQ. NO. DESCRIPTION	DETAIL	Function is:				YES
	(M)andatory, (E)xpected, (O)ptional	Off-The-	n Configuratio	Customizati	Comments / Development Tools to be Used	
201.23	Provide a Workflow Deployment package that uses a standard business process model, modular, portable, scriptable and version controlled	E	Х			Microsoft Dynamics CRM Interface for Windows Workflow Foundation
201.24	Workflow shall provide configurable escalation that includes but is not limited to adding, changing or removing escalation notice recipients; escalation conditions	E	X			Microsoft Dynamics CRM Interface for Windows Workflow Foundation
201.25	Workflow shall provide a configuration adjustment for adding, updating or removing alert notification recipients	E	Х			Microsoft Dynamics CRM Interface for Windows Workflow Foundation
201.26	Workflow shall provide a configuration adjustment for disabling a given alert	E	Х			Microsoft Dynamics CRM Interface for Windows Workflow Foundation
201.27	Workflow shall provide a configuration adjustment for updating alert message	E	Х			Microsoft Dynamics CRM Interface for Windows Workflow Foundation
201.28	If the Workflow Application is an independent standalone application then the application shall provide a user interface for authentication	E				N/A
201.29	Workflow shall be configurable via a graphical User Interface i.e., a swim-lane diagram	0		Х		Windows Workflow Foundation
201.30	An interactive map user-interface shall be provided that creates, updates, and deletes a representative geographic feature. (See section 123)	E	X			EasyTerritory provides an out-of-the-box HTML5 web resource plugin for Dynamics CRM that allows a user to create, delete and adjust geographic information on the form.
201.31	A User Interface shall be provided for geocoding (see section 126)	E	X			EasyTerritory provides several mechanisms to geocode data within CRM. First, the EasyTerritory geocode plugin can be attached to a workflow to geocode records on create, or address update. The geocode workflow plugin can also be called in bulk to geocode records that don't have a latitude and longitude.

REQ. NO.	DETAIL					Secondly, the EasyTerritory SpotOn Plugin can be used to adjust a poorly geocoded record by letting the user select the location on the map. The SpotOn plugin support location service for mobile field collection and additionally show the Bing Maps aerial photo for more detailed information.
DESCRIPTION	DETAIL	Function is:				YES
		(M)andatory, (E)xpected, (O)ptional	Off-The-	Configuratio	on Customizati	Comments / Development Tools to be Used
201.32	All Resource Asset Attributes must be validated (See section 114)	E		Х		Validation is configured either through the Business Process Automation tool or as part of attribute parameters
201.33	The Workflow Application must validate all resource asset attribute values (see section 114)	E		Х		Validation will be configured at workflow stages
201.34	Workflow shall be configurable and store data in Microsoft SQL Server 2012 or newer	E	Х			Windows Workflow Foundation
201.35	The Workflow Application shall integrate geocoding	E	X			The EasyTerritory geocode plugin can be attached to a workflow to geocode records on create, or address update. The geocode workflow plugin can also be called in bulk to geocode records that don't have a latitude and longitude.
201.36	The Workflow Application shall integrate interactive geographic mapping in workflow steps	E	X			The EasyTerritory SpotOn Plugin can be used to adjust a poorly geocoded record by letting the user select the location on the map. The SpotOn plugin support location service for mobile field collection and additionally show the Bing Maps aerial photo for more detailed information.
201.37	Workflow products upon completion shall be automatically moved to the platform (see section 101)	E	Х			Microsoft Dynamics CRM Application Layer
ITEM 202	WORKFLOW – INVITATION APPLICATION					
Traceability Number						

202.2	The function of the Workflow - Invitation Application is to allow a member user to request another user to perform or assist in a workflow step or invite a non- member to become a member of the platform	E		Х		Routing or workflow steps are configurable
202.3	If the Workflow - Invitation Application is an independent standalone application then the application shall authenticate a user	E				N/A
REQ. NO. DESCRIPTION	DETAIL	Function is:				YES
		(M)andatory, (E)xpected, (O)ptional	off-The-	n Configuratio	on Customizati	Comments / Development Tools to be Used
202.4	If the Workflow - Invitation Application is an independent standalone application then the application shall provide a user interface for authentication	E				N/A
202.5	User-interfaces shall be provided that create, update, and deactivate Invitation_Definition (fields found in Section 407)	E		Х		Permissions are configured through the role- based security model.
202.6	All Resource Asset Attributes must be validated (See section 114)	E		Х		Validation is configurable
202.7	The Workflow - Invitation Application shall provide method to invite a user to participate in a collaborative work	E		Х		Workflow invitations are configurable
202.8	The Workflow - Invitation Application shall provide notification to recipient upon invitation,	E		Х		Alerts and Notifications are configurable
202.9	The Workflow - Invitation Application shall provide a recipient with link to accept or decline an invitation	E		Х		Acknowledgement is configurable
202.10	The Workflow - Invitation Application shall provide notification to sender upon a recipient's response	E		Х		Notifications are configurable

	DETAIL	F ound the set				×50
REQ. NO. DESCRIPTION		Function is: (M)andatory, (E)xpected, (O)ptional	onen Off-The-	n Configuratio	on Customizati	YES Comments / Development Tools to be Used
202.11	The Workflow - Invitation Application shall provide configurable invitation types: an Invitation to become a system member; an Invitation to an actor to work on NRHP nomination; an Invitation to an actor to work on tax credit project; an Invitation to an actor to work on archaeology project; an Invitation to an actor to work on a section 106 project; an invitation to request help	E		X		Invitations based on project and resource types are configurable
202.12	Workflow - Invitation Application shall integrate Invitation_Definitions API	E	Х			Scribe Online
202.13	Workflow - Invitation Application shall collect but is not limited to: Invitation_Definition)	E		Х		Access is configurable through the role-based security model
ITEM 203	WORKFLOW – COMMUNICATION MESSAGE APPLICATION					
Traceability Number						
203.2	The function of the Workflow - Communication Messaging Application is to manage, modify and monitor the messages between workflow members	E	Х			Microsoft Dynamics CRM
203.3	The Workflow - Communication Messaging Application shall provide the ability to log all messages between registered actors	E		Х		Logging will be provided for both internal and external users as needed.
203.4	The Workflow - Communication Messaging Application shall provide ability to modify text of a communication sent by a registered actor	E		х		Ability to modify can be configured through the role-based security model
REQ. NO.	DETAIL					
DESCRIPTION		Function is: (M)andatory,		0	<u> </u>	YES
	(E)x	(E)xpected, (O)ptional	off-The-	n Configuratio	on Customizati	Comments / Development Tools to be Used
203.5	The Workflow - Communication Messaging Application shall provide automated notification of	E		X		Automated notification of changes can be configured to notify designated users

	change to a communication back to the originator of the message				
203.6	The Workflow - Communication Messaging Application shall provide ability to forward a communication on to the intended receiver	E	X		Sending an e-mail notification is a standard feature
203.8	If the Workflow - Communication Messaging Application is an independent standalone application then the application shall provide a user interface for authentication	E			N/A
203.9	User-interfaces shall be provided that create, update, and deactivate Workflow_Message_Definition. (fields found in Section 407)	E		Х	The workflow engine provides capability for configuring messages.
203.10	A user Interface shall be provided for geocoding (see section 400)	E	X		EasyTerritory provides several mechanisms to geocode data within CRM. First, the EasyTerritory geocode plugin can be attached to a workflow to geocode records on create, or address update. The geocode workflow plugin can also be called in bulk to geocode records that don't have a latitude and longitude. Secondly, the EasyTerritory SpotOn Plugin can be used to adjust a poorly geocoded record by letting the user select the location on the map. The SpotOn plugin support location service for mobile field collection and additionally show the Bing Maps aerial photo for more detailed information.
203.11	All Resource Asset Attributes must be validated (See section 114)	E		Х	Validation will be configured through the business process automation engine
203.12	Workflow - Communication Messaging Application shall integrate Workflow_Message_Definitions API	E	X		Scribe Online
203.13	The Workflow - Communication Messaging Application shall collect but is not limited to: Workflow_Message_Definition)	E		Х	Workflow messages are configurable

REQ. NO.	DETAIL]				
DESCRIPTION		Function is:				YES	
		(M)andatory, (E)xpected, (O)ptional	Off-The-	n Configuratio	on Customizati	Comments / Development Tools to be Used	
ITEM 207	REGISTER - BIBLIOGRAPHY APPLICATION						
Traceability Number							
207.2	The function of the Register - Bibliography Application is to manage the collection, formatting and referencing of Citation_Definition	E		Х		Solution will be configured to capture, format and reference needed fields	
207.3	If the Register - Bibliography Application is an independent standalone application then the application shall authenticate a user	E				N/A	
207.4	If the Register - Bibliography Application is an independent standalone application then the application shall provide a user interface for authentication	E				N/A	
207.5	User-interfaces shall be provided to create, update, and deactivate Citation_Definition	E		Х		Permissions are configured through the role- based security model	
207.6	All Resource Asset Attributes must be validated (See section 114)	E		Х		Validation will be configured through the business rules processing engine	
207.7	The Register - Bibliography Application shall provide Citation_Definition template configuration. (See section 131)	E		Х		Templates will be configured through standard interface	
207.8	Register - Bibliography Application shall integrate Citation_Definitions API	E	Х			Scribe Online	
207.9	The first version the Register - Bibliography Application shall interface with the Citation_Definition API	E	x			Scribe Online	

REQ. NO. DESCRIPTION	DETAIL	Function in]			XEO
DESCRIPTION		Function is: (M)andatory,		ç	0	YES
		(E)xpected, (O)ptional	Off-The-	 Configuratio	Customizati	Comments / Development Tools to be Used
207.10	Register - Bibliography Application shall collect but is not limited to: Citation_Definition)	E		X		Access is configurable through the role-based security model
ITEM 208	REGISTER – DOCUMENT APPLICATION					
Traceability Number						
208.2	The function of the Register - Document Application is to manage the collection, formatting and referencing of Historic_Document_Definitions	E		X		Metadata for the documents is configurable, however formatting content of any document other than those produced by the system would be considered beyond the scope of this application
208.3	If Register - Historic Document Application is an independent standalone application then the application shall provide a user interface for authentication	E	X			SharePoint uses Single Sign On (SSO) functionality and does not require an additional user interface for authentication unless credentials do not match site authorization or credentials have expired.
208.4	The Register - Document Application shall provide User Interfaces to create, update, and deactivate Historic Document Definition	E		Х		Access is configured through the role-based security model
208.5	The Register - Document Application shall provide an interactive map User Interface to create, update, and delete a representative geographic feature (see section 123)	E	X			EasyTerritory provides several mechanisms to geocode data within CRM. First, the EasyTerritory geocode plugin can be attached to a workflow to geocode records on create, or address update. The geocode workflow plugin can also be called in bulk to geocode records that don't have a latitude and longitude. http://easyterritory.com/docs_bulkgeocoder.htm I Secondly, the EasyTerritory SpotOn Plugin can be used to adjust a poorly geocoded record by letting the user select the location on the map. The SpotOn plugin support location service for mobile field collection and additionally show the

						Bing Maps aerial photo for more detailed information.			
208.6	The Register - Document Application shall provide a User Interface to geocode (see section 126)	E	X			EasyTerritory provides several mechanisms to geocode data within CRM. First, the EasyTerritory geocode plugin can be attached to a workflow to geocode records on create, or address update. The geocode workflow plugin can also be called in bulk to geocode records that don't have a latitude and longitude. Secondly, the EasyTerritory SpotOn Plugin can be used to adjust a poorly geocoded record by letting the user select the location on the map. The SpotOn plugin support location service for mobile field collection and additionally show the Bing Maps aerial photo for more detailed information.			
REQ. NO. DESCRIPTION	DETAIL	Function is:		YES					
		(M)andatory, (E)xpected, (O)ptional	oneir Off-The-	n Configuratio	on Customizati	Comments / Development Tools to be Used			
208.7	All Resource Asset Attributes must be validated (See section 114)	E		Х		Validation will be configured using the business process automation engine			
208.8	If Register - Document Application is an independent standalone application then the application shall authenticate a user	E				N/A			
208.9	Register - Document Application shall integrate Historic_Document_Definitions API	E	Х			Scribe Online			
208.10	The Register - Document Application shall integrate geocoding	E	X			EasyTerritory provides several mechanisms to geocode data within CRM. First, the EasyTerritory geocode plugin can be attached to a workflow to geocode records on create, or address update. The geocode workflow plugin can also be called in bulk to geocode records			

						Secondly, the EasyTerritory SpotOn Plugin can be used to adjust a poorly geocoded record by letting the user select the location on the map. The SpotOn plugin support location service for mobile field collection and additionally show the Bing Maps aerial photo for more detailed information.
208.11	The Register - Document Application shall integrate interactive geographic mapping	E	Х			EasyTerritory will be used as the interactive mapping application with the document application.
208.12	Register - Document Application shall collect but is not limited to: Historic_Document_Definition)	E		Х		Access will be configured through role-based security
ITEM 209	REGISTER – HISTORIC PERSON APPLICATION					
Traceability Number						
209.2	The function of the Register - Historic Person Application is to manage the storage, formatting and referencing of Person_Definition, Person_Birth_Death_Definition, Person_Profession_Definition, Person_Professional_Contribution_Definition	E		X		Solution will be configured to store, format and reference needed fields
REQ. NO.	DETAIL	E				×50
DESCRIPTION		Function is: (M)andatory,		0		YES
		(E)xpected, (O)ptional	off-The-	n Configuratio	Customizati	Comments / Development Tools to be Used
209.3	The Register - Historic Person Application shall provide a historically significant person's name(s)	E		Х		System Customizer Interface
209.4	The Register - Historic Person Application shall provide a historically significant person's ethic heritage	E		Х		System Customizer Interface
209.5	The Register - Historic Person Application shall provide a historically significant person's life span	E		Х		System Customizer Interface
209.6	The Register - Historic Person Application shall provide a collection of a historically significant person's professions	E		Х		System Customizer Interface

209.7	The Register - Historic Person Application shall provide collection of a historically significant person's professional contributions	E		x		System Customizer Interface			
209.8	The Register - Historic Person Application shall provide indicator of historically significant person's national prominence	E		Х		System Customizer Interface			
209.9	The Register - Historic Person Application shall provide an indicator of historically significant person's cultural importance	E		х		System Customizer Interface			
209.10	The Register - Historic Person Application shall provide a statement of a historically significant person's significance	E		Х		System Customizer Interface			
209.11	If the Register - Historic Person Application is an independent standalone application then the application shall authenticate a user	E				N/A			
REQ. NO.	DETAIL								
DESCRIPTION		Function is:		YES					
		(M)andatory, (E)xpected, (O)ptional	onen Off-The-	n Configuratio	on Customizati	Comments / Development Tools to be Used			
209.12	If the Register - Historic Person Application is an independent standalone application then the application shall provide a user interface for authentication	E				N/A			
209.13	User-interfaces shall be provided that create, update, and deactivate Person_Definition, Person_Birth_Death_Definition, Person_Profession_Definition, Person_Professional_Contribution_Definition (fields found in Section 407)	E		X		Access will be configured through the role- based security model			
209.14	All Resource Asset Attributes must be validated (See section 114)	E		Х		Validation will be configured through the business process automation engine			
209.15	User-interfaces shall be provided that search, create and update a Person_Definition presentation template (fields found in Section 407)	E		Х		User interfaces are configured through the role- based security model and System Customizer interface			

209.16	The Register - Historic Person Application shall integrate Person_Definitions API	E		Х		Scribe Online
209.17	The Register - Historic Person Application shall integrate Person_Birth_Death_Definitions API	E		Х		Scribe Online
209.18	The Register - Historic Person Application shall integrate Person_Profession_Definitions API	E		Х		Scribe Online
REQ. NO.	DETAIL					<u> </u>
DESCRIPTION		Function is:			1	YES
		(M)andatory, (E)xpected, (O)ptional	oneir Off-The-	n Configuratio	Customizati	Comments / Development Tools to be Used
209.19	The Register - Historic Person Application shall integrate Person_Professional_Contribution_Definitions API	E		X		Scribe Online
209.20	The Register - Historic Person Application shall collect but is not limited to: Person_Definition)	E		Х		Access will be configured through the role- based security model
209.21	The Register - Historic Person Application shall collect but is not limited to: Person_Birth_Death_Definition)	E		Х		Access will be configured through the role- based security model
209.22	The Register - Historic Person Application shall collect but is not limited to: Person_Profession_Definition)	E		Х		Access will be configured through the role- based security model
209.23	The Register - Historic Person Application shall collect but is not limited to: Person_Professional_Contribution_Definition	E		Х		Access will be configured through the role- based security model
ITEM 210	REGISTER – PHOTOGRAPH APPLICATION					
Traceability Number						

210.2	The function of the Register - Photograph Application is the collection and sharing of photographs	E		Х		Solution will be configured to store photographs related to places including time period
210.3	If Register - Photograph Application is an independent standalone application then the application shall authenticate a user	E				N/A
210.4	If the Register - Photograph Application is an independent standalone application then the application shall provide a user interface for authentication	E				N/A
REQ. NO.	DETAIL					
DESCRIPTION		Function is:			_	YES
		(M)andatory, (E)xpected, (O)ptional	onen Off-The-	n Configuratio	Customizati	Comments / Development Tools to be Used
210.5	User-interfaces shall be provided that create, update, and deactivate Photograph_Definition. (fields found in Section 407)	E		Х		Permissions will be configured through the role- based security model
210.6	All Resource Asset Attributes must be validated (See section 114)	E		Х		Validation will be configured through the business process automation engine
210.7	An interactive map user-interface shall be provided that creates, updates, and deletes a representative geographic feature (see section 123)	E		Х		EasyTerritory will be configured to provide a mapping interface based on user roles
210.8	A user-interface shall be provided for geocoding (see section 126)	E	Х			EasyTerritory
210.9	Register - Photograph Application shall collect but is not limited to: Photograph_Definition)	E		Х		Access will be configured through the role- based security model
210.10	Register - Photograph Application shall integrate Photograph_Definitions API	E		Х		Scribe Online
210.11	The Register - Photograph Application shall integrate geocoding	E	Х			EasyTerritory

210.12	The Register - Photograph Application shall integrate	E	Х	EasyTerritory will be configured to allow
	interactive geographic mapping			interactive mapping based on user roles

REQ. NO.	DETAIL	Function is:		¥70				
DESCRIPTION		(M)andatory, (E)xpected, (O)ptional	Off-The-	n Configuratio	Customizati	YES Comments / Development Tools to be Used		
ITEM 211	REGISTER – HISTORIC PLACE APPLICATION							
Traceability Number								
211.2	The function of Register - Historic Place Application is the sharing of National Register of Historic Place data (see section 407)	E		Х		Solution will be configured to store data for sharing based on user roles		
211.3	The function of the Register - Historic Place Application is to search site data (See 405.35 – 405.67)			Х		Search parameters and results are configurable		
211.4	The Register - Historic Place Application shall distribute resource assets marked with a not for publication flag to State Office of Historic Preservation staff only.	E		Х		Record access will be controlled through the role-based security model		
211.5	If the Register - Historic Place Application is an independent standalone application then the application shall authenticate a user	E				N/A		
211.6	If the Register - Historic Place Application is an independent standalone application then the application shall provide a user interface for authentication	E				N/A		
211.7	User-interfaces shall be provided that create, update, and deactivate data (See 405.35 – 405.67)	E		Х		User interfaces are configured through the role- based security model and System Customizer interface		
211.8	All Resource Asset Attributes must be validated (See section 114)			Х		Validation will be configured through the business process automation engine		

REQ. NO.	DETAIL	Function is: (M)andatory, (E)xpected, (O)ptional]					
DESCRIPTION				0	C	YES		
			off-The-	n Configuratio	on Customizati	Comments / Development Tools to be Used		
211.9	An interactive map user-interface shall be provided that creates, updates, and deletes a representative geographic feature. (See section 123)	E	Х			Leveraging the EasyTerritory Bing Maps geocode plugin for CRM workflows. The geocode will return latitude, longitude, geocode quality, and standardize street address on record create, address update and deactivate.		
211.10	A UI shall be provided for geocoding (see section 126)	E	X			EasyTerritory provides several mechanisms to geocode data within CRM. First, the EasyTerritory geocode plugin can be attached to a workflow to geocode records on create, or address update. The geocode workflow plugin can also be called in bulk to geocode records that don't have a latitude and longitude. Secondly, the EasyTerritory SpotOn Plugin can be used to adjust a poorly geocoded record by letting the user select the location on the map. The SpotOn plugin support location service for mobile field collection and additionally show the Bing Maps aerial photo for more detailed information.		
211.11	User-interfaces shall provide methods to search, create and update presentation templates for data (See 405.35 – 405.67)	E		Х		Permissions are configurable through the role- based security model		
211.12	Register - Historic Place Application shall integrate NRHP_Master_Definitions API	E		Х		Scribe Online		
211.13	Register - Historic Place Application shall integrate NRHP_Property_NameDefinitions API	E		Х		Scribe Online		
211.14	Register - Historic Place Application shall integrate NRHP_Location_Definitions API	E		Х		Scribe Online		
211.15	Register - Historic Place Application shall integrate NRHP_State_Federal_Agency_Certification_Definitio ns API	E		Х		Scribe Online		
211.16	16, Register - Historic Place Application shall integrate NRHP_National_Park_Service_Certification_Definitio ns API	E		Х		Scribe Online		

211.17	Register - Historic Place Application shall integrate NRHP_Classification_Definitions API	E		X		Scribe Online
211.18	Register - Historic Place Application shall integrate NRHP_Historic_Function_Definitions API	E		Х		Scribe Online
REQ. NO. DESCRIPTION	DETAIL	Function is:			1	YES
		(M)andatory, (E)xpected,	off	Confi	Cust	
		(O)ptional	Off-The-	n Configuratio	Customizati	Comments / Development Tools to be Used
211.19	Register - Historic Place Application shall integrate NRHP_Current_Function_Definitions API	E		X		Scribe Online
211.20	Register - Historic Place Application shall integrate NRHP_Description_Architectural_Classification_Definitions API	E		Х		Scribe Online
211.21	21, Register - Historic Place Application shall integrate NRHP_Description_Summary_Paragraph_Definitions API	E		Х		Scribe Online
211.22	Register - Historic Place Application shall integrate NRHP_Narrative_Description_Definitions API	E		Х		Scribe Online
211.23	Register - Historic Place Application shall integrate NRHP_Description_Materials_Definitions API	E		Х		Scribe Online
211.24	Register - Historic Place Application shall integrate NRHP_Statement_of_Significance_Definitions API	E		х		Scribe Online
211.25	Register - Historic Place Application shall integrate NRHP_Statement_of_Significance_Areas_of_Signific ance_Definitions API	E		Х		Scribe Online
REQ. NO. DESCRIPTION	DETAIL	Function is:		•		YES
		(M)andatory,		Q	0	
		(E)xpected, (O)ptional	Off-The-	n Configuratio	on Customizati	Comments / Development Tools to be Used
211.26	Register - Historic Place Application shall integrate NRHP_Statement_of_Significance_Period_of_Signifi cance_Definitions API	E		X		Scribe Online

211.27	Register - Historic Place Application shall integrate NRHP_Statement_of_Significance_Significant_Dates _Definitions API	E		Х		Scribe Online				
211.28	Register - Historic Place Application shall integrate NRHP_Statement_of_Significance_Significant_Perso n_Definitions API	E		Х		Scribe Online				
211.29	Register - Historic Place Application shall integrate NRHP_Statement_of_Significance_Cultural_Affiliatio n_Definitions API	E		Х		Scribe Online				
211.30	Register - Historic Place Application shall integrate NRHP_Statement_of_Significance_Architects_Builde rs_Definitions API	E		Х		Scribe Online				
211.31	Register - Historic Place Application shall integrate NRHP_Statement_of_Significance_Period_of_Significance_Definitions API	E		Х		Scribe Online				
211.32	Register - Historic Place Application shall integrate NRHP_Statement_of_Significance_Criteria_Consider ations_Definitions API	E		Х		Scribe Online				
REQ. NO.	DETAIL									
DESCRIPTION		Function is: (M)andatory,	-	0	~	YES				
		(E)xpected, (O)ptional	off-The-	n Configuratio	on Customizati	Comments / Development Tools to be Used				
211.33	Register - Historic Place Application shall integrate NRHP- Statement_of_Significance_Summary_Paragraph_D efinitions API	E		Х		Scribe Online				
211.34	Register - Historic Place Application shall integrate NRHP_Statement_of_Significance_Narrative_Statem ent_of_Significance_Definitions API	E		Х		Scribe Online				
211.35	Register - Historic Place Application shall integrate NRHP_Major_Bibliographical_Reference_Definitions API	E		Х		Scribe Online				
211.36	Register - Historic Place Application shall integrate NRHP_Major_Bibliographical_References_Bibliograp hy_Definitions API	E		Х		Scribe Online				
211.37	Register - Historic Place Application shall integrate NRHP_Geographical_Data_Definitions API	E		Х		Scribe Online				
211.38	, Register - Historic Place Application shall integrate NRHP_Geographical_Data_UTM_References_Defini	E		Х		Scribe Online				

211.39	Register - Historic Place Application shall integrate NRHP_Geographical_Data_Verbal_Boundary_Descri ption_Definitions API	E		Х		Scribe Online
REQ. NO. DESCRIPTION	DETAIL	Function is:				YES
		(M)andatory,	Sneir Off-The-	Configuratio	Customizati	Comments / Development Tools to be Used
211.40	Register - Historic Place Application shall integrate NRHP_Geographical_Data_Boundary_Justification_ Definitions API	E		X		Scribe Online
211.41	Register - Historic Place Application shall integrate NRHP_Form_Prepared_By_Definitions API	E		Х		Scribe Online
211.42	Register - Historic Place Application shall integrate NRHP_Additional_Documentation_Definitions API	E		Х		Scribe Online
211.43	Register - Historic Place Application shall integrate NRHP_Photographs_Definitions API	E		Х		Scribe Online
211.44	Register - Historic Place Application shall integrate NRHP_Property_Owner_Definitions API	E		Х		Scribe Online
211.45	Register - Historic Place Application shall collect but is not limited to: NRHP_Master_Definition	E		Х		Access will be configured through the role- based security model
211.46	Register - Historic Place Application shall collect but is not limited to: NRHP_Property_NameDefinition)	E		Х		Access will be configured through the role- based security model
211.47	Register - Historic Place Application shall collect but is not limited to: NRHP_Location_Definition	E		Х		Access will be configured through the role- based security model
211.48	Register - Historic Place Application shall collect but is not limited to: NRHP_State_Federal_Agency_Certification_Definitio n)	E		Х		Access will be configured through the role- based security model
REQ. NO. DESCRIPTION	DETAIL	Function is:				YES
		(M)andatory, (E)xpected, (O)ptional	oneir Off-The-	n Configuratio	Customizati	Comments / Development Tools to be Used

211.49	Register - Historic Place Application shall collect but is not limited to: NRHP_National_Park_Service_Certification_Definitio n)	E		Х		Access will be configured through the role- based security model		
211.50	Register - Historic Place Application shall collect but is not limited to: NRHP_Classification_Definition)	E		Х		Access will be configured through the role- based security model		
211.51	Register - Historic Place Application shall collect but is not limited to: NRHP_Historic_Function_Definition)	E		Х		Access will be configured through the role- based security model		
211.52	Register - Historic Place Application shall collect but is not limited to: NRHP_Current_Function_Definition)	E		Х		Access will be configured through the role- based security model		
211.53	Register - Historic Place Application shall collect but is not limited to: NRHP_Description_Architectural_Classification_Defi nition)	E		Х		Access will be configured through the role- based security model		
211.54	Register - Historic Place Application shall collect but is not limited to: NRHP_Description_Summary_Paragraph_Definition)	E		Х		Access will be configured through the role- based security model		
211.55	Register - Historic Place Application shall collect but is not limited to: NRHP_Narrative_Description_Definition)	E		Х		Access will be configured through the role- based security model		
211.56	Register - Historic Place Application shall collect but is not limited to: NRHP_Description_Materials_Definition)	E		Х		Access will be configured through the role- based security model		
REQ. NO. DESCRIPTION	DETAIL	Function is:		YES				
		(M)andatory, (E)xpected, (O)ptional	Snen Off-The-	atio	Customizati	Comments / Development Tools to be Used		
211.57	Register - Historic Place Application shall collect but is not limited to: NRHP_Statement_of_Significance_Definition)	E		Х		Access will be configured through the role- based security model		
211.58	Register - Historic Place Application shall collect but is not limited to: NRHP_Statement_of_Significance_Areas_of_Signific ance_Definition)	E		Х		Access will be configured through the role- based security model		
211.59	Register - Historic Place Application shall collect but is not limited to: NRHP_Statement_of_Significance_Period_of_Signifi cance_Definition)	E		Х		Access will be configured through the role- based security model		

211.60	Register - Historic Place Application shall collect but is not limited to: NRHP_Statement_of_Significance_Significant_Dates _Definition)	E		Х		Access will be configured through the role- based security model
211.61	Register - Historic Place Application shall collect but is not limited to: NRHP_Statement_of_Significance_Significant_Perso n_Definition)	E		Х		Access will be configured through the role- based security model
211.62	Register - Historic Place Application shall collect but is not limited to: NRHP_Statement_of_Significance_Cultural_Affiliatio n_Definition)	E		Х		Access will be configured through the role- based security model
211.63	Register - Historic Place Application shall collect but is not limited to: NRHP_Statement_of_Significance_Architects_Builde rs_Definition)	E		х		Access will be configured through the role- based security model
REQ. NO. DESCRIPTION	DETAIL	Function is:				YES
DESCRIPTION		(M)andatory,		0		
		(E)xpected, (O)ptional	onen Off-The-	n Configuratio	Customizati	Comments / Development Tools to be Used
211.64	Register - Historic Place Application shall collect but is not limited to: NRHP_Statement_of_Significance_Period_of_Signifi cance_Definition)	E		х		Access will be configured through the role- based security model
211.65	Register - Historic Place Application shall collect but is not limited to: NRHP_Statement_of_Significance_Criteria_Consider ations_Definition)	E		Х		Access will be configured through the role- based security model
211.66	Register - Historic Place Application shall collect but is not limited to: NRHP- Statement_of_Significance_Summary_Paragraph_D efinition)	E		Х		Access will be configured through the role- based security model
211.67	Register - Historic Place Application shall collect but is not limited to: NRHP_Statement_of_Significance_Narrative_Statem ent_of_Significance_Definition)	E		Х		Access will be configured through the role- based security model
211.68	Register - Historic Place Application shall collect but is not limited to: NRHP_Major_Bibliographical_Reference_Definition)	E		Х		Access will be configured through the role- based security model

211.69	Register - Historic Place Application shall collect but is not limited to: NRHP_Major_Bibliographical_References_Bibliograp hy_Definition)	E		Х		Access will be configured through the role- based security model
211.70	Register - Historic Place Application shall collect but is not limited to: NRHP_Geographical_Data_Definition)	E		Х		Access will be configured through the role- based security model
REQ. NO.	DETAIL	-				
DESCRIPTION		Function is: (M)andatory,		0		YES
		(E)xpected, (O)ptional	off-The-	n Configuratio	on Customizati	Comments / Development Tools to be Used
211.71	Register - Historic Place Application shall collect but is not limited to: NRHP_Geographical_Data_UTM_References_Defini tion)	E		Х		Access will be configured through the role- based security model
211.72	Register - Historic Place Application shall collect but is not limited to: NRHP_Geographical_Data_Verbal_Boundary_Descri ption_Definition)	E		х		Access will be configured through the role- based security model
211.73	Register - Historic Place Application shall collect but is not limited to: NRHP_Geographical_Data_Boundary_Justification_ Definition)	E		Х		Access will be configured through the role- based security model
211.74	Register - Historic Place Application shall collect but is not limited to: NRHP_Form_Prepared_By_Definition)	E		Х		Access will be configured through the role- based security model
211.75	Register - Historic Place Application shall collect but is not limited to: NRHP_Additional_Documentation_Definition)	E		Х		Access will be configured through the role- based security model
211.76	Register - Historic Place Application shall collect but is not limited to: NRHP_Photographs_Definition)	E		Х		Access will be configured through the role- based security model
211.77	Register - Historic Place Application shall collect but is not limited to: NRHP_Property_Owner_Definition)	E		Х		Access will be configured through the role- based security model
211.78	The Register - Historic Place Application shall integrate geocoding	E		Х		EasyTerritory
211.79	The Register - Historic Place Application shall integrate interactive geographic mapping	E		Х		EasyTerritory will be configured to allow interactive mapping based on user roles

REQ. NO. DESCRIPTION	DETAIL	Function is:]			YES
DESCRIPTION	(M)andatory, (E)xpected, (O)ptional	onen Off-The-	n Configuratio	Customizati	Comments / Development Tools to be Used	
ITEM 213	REGISTER – HISTORIC PERIOD APPLICATION					
Traceability Number						
213.2	The function of the Register - Historic Period Application is to manage the storage, formatting and referencing of Historic_Period_Definitions	E		Х		Configurable entity for Historic Periods
213.3	The function of the Register - Historic Period Application is the definition and sharing of Historic Periods for purposes of consistency	E		Х		Historic Periods entity serves as the reference for other components of platform, workflow and register
213.4	If the Register - Historic Period Application is an independent standalone application then the application shall authenticate a user	E				N/A
213.5	If the Register - Historic Period Application is an independent standalone application then the application shall provide a user interface for authentication	E				N/A
213.6	User-interfaces shall be provided that create, update, and deactivate Historic_Period_Definitions. (fields found in Section 407)	E		Х		Permissions configurable through role-based security
213.7	All Resource Asset Attributes must be validated (See section 114)	E		Х		Validation parameters are configurable
REQ. NO.	DETAIL	-				
DESCRIPTION		Function is: (M)andatory, (E)xpected, (O)ptional	Off-The-	n Configuratio	Customizati	YES Comments / Development Tools to be Used

213.8	User-interfaces shall be provided that search, create and update a Historic_Period_Definition presentation template (see Section 400) (fields found in Section 407)	E		Х	Search parameters and results are configurable
213.9	Provide one or more period names for each Historic_Period_Definition	E		Х	Many names can be associated with periods
213.10	Provide for multiple date formats for Historic_Period_Definition	E	Х		Microsoft Dynamics CRM
213.11	Provide a time range for Historic_Period_Definition	E		Х	Range parameters are configurable
213.12	Provide historic and prehistoric designations for period	E		х	Multiple attributes may be associated
213.13	Provide statement of significance for each Historic_Period_Definition	E		Х	Historic periods may be associated with multiple statements, notes or descriptions
213.14	Provide local period with a spatial object or a reference to a spatial object representative of a city, county, township	E		Х	Spatial objects of various types may be associated with time periods
213.15	Register - Historic Period Application shall integrate Historic_Period_Definitions API	E		Х	Configurable through integration interface
213.16	Historic_Period_Definitions API	E		Х	Access is discoverable via the Microsoft Dynamics SDK
213.17	Register - Historic Period Application shall collect but is not limited to: Historic_Period_Definition)	E		Х	Access is configured through role-based security model

REQ. NO. DESCRIPTION				YES					
		(M)andatory, (E)xpected, (O)ptional	Off-The-	n Configuratio	Customizati	Comments / Development Tools to be Used			
ITEM 217	REGISTER – LEXICON APPLICATION								
Traceability Number									
217.2	The function of Register - Lexicon Application is to collect and share the words that make up the vocabulary of National Register of Historic Place	E		Х		Lexicon structure is configurable			

217.3	The function of the Register - Lexicon Application is to manage the storage, formatting and referencing of: Lexeme_Definition	E		Х		Formatting and references are configurable				
217.4	If the Register - Lexicon Application is an independent standalone application then the application shall authenticate a user	E				N/A				
217.5	If the Register - Lexicon Application is an independent standalone application then the application shall provide a user interface for authentication	E				N/A				
217.6	User-interfaces shall be provided that create, update, and deactivate Lexeme_Definition. (fields found in Section 407)	E		Х		Permissions are configurable through role- based security				
217.7	All Resource Asset Attributes must be validated (See section 114),	E		Х		Validation is configurable				
217.8	User-interfaces shall be provided that search, create and update a Lexeme_Definition presentation template (fields found in Section 407)	E		Х		Parameters for searching are configurable along with permissions for creating and updating the lexicon				
REQ. NO. DESCRIPTION	DETAIL	Function is:		YES						
DESCRIPTION		(M)andatory, (E)xpected, (O)ptional	oner Off-The-	n Configuratio	Customizati	Comments / Development Tools to be Used				
217.9	Register - Lexicon Application shall collect but is not limited to: Lexeme_Definition)	E		X		Access is configurable through the role-based security model				
217.10	Register - Lexicon Application shall integrate Lexeme_Definitions API	E		Х		Access is discoverable via the Microsoft Dynamics SDK				
ITEM 302	REGISTER									
Traceability Number										
302.2	The function of the Register is the search and display of facts, figures and symbols representing the Historical Places of Michigan	E		Х		Search fields and symbol images can be configured.				
302.3	The audience for the Register are citizens, SHPO staff, and other state agencies	E		Х		Access is configurable				

302.4	The Register is an independent standalone application that provides user authentication	E		X		Deployed in a safe zone without direct access to the Solution, however content is managed in the Solution.				
302.5	Register shall provide user-interfaces to set up an Account	E	X			Microsoft Dynamics CRM Adxstudio				
302.6	Register shall provide a user-interface to reset a forgotten password	E	X			Microsoft Dynamics CRM Adxstudio				
302.7	If Register is an independent standalone application then the application shall provide a user interface for authentication	E				N/A				
302.8	Limited access to open data sets shall be granted under the guest role	E	Х			Microsoft Dynamics CRM Adxstudio				
REQ. NO.	DETAIL	Function is: (M)andatory, (E)xpected, (O)ptional								
DESCRIPTION				0	0	YES				
			Off-The-	 Configuratio	Customizati	Comments / Development Tools to be Used				
302.9	Register shall provide a single textbox to interface with the platform for purposes of key word searching	E		X		Search fields are configured to allow users to search for words in key fields				
302.10	The Register shall provide an interactive Geographic Search Interface	E		Х		Configuration of desired layers to display will be part of the implementation process.				
302.11	The Geographic Search Interface shall provide method to show facts, figures and symbols as a geographic map	E		Х		Display content is configured as part of the implementation process.				
302.12	The Geographic Search Interface shall be configurable to do a geographic search across one or more resources	E	Х			EasyTerritory				
302.13	The Geographic Search Interface shall provide methods to zoom in and out of a map	E	x			EasyTerritory				
302.14	The Geographic Search Interface shall provide method to pan the map	E	Х			EasyTerritory				

302.15	The Geographic Search Interface shall provide methods to initiate a geographic search given a geographic feature I.e. a pick and search method	E	X			EasyTerritory
302.16	The Geographic Search Interface shall provide methods to manually draw a feature from which to initiate a geographic search I.e., a draw and search method	E	Х			EasyTerritory
302.17	The Geographic Search Interface shall provide methods to buffer a feature before using it to initiate a geographic search I.e., a draw and search method	E	х			EasyTerritory
REQ. NO.	DETAIL					
DESCRIPTION		Function is:		-		YES
		(M)andatory, (E)xpected, (O)ptional	Snen Off-The-	n Configuratio	on Customizati	Comments / Development Tools to be Used
302.18	The Time Period Search shall provide a method to search for records on a specific date	E		Х		Search parameters and results are configurable.
302.19	The Time Period Search shall provide a method to search for records on a specific year and month	E		Х		Search parameters and results are configurable.
302.20	The Time Period Search shall provide a method to search for records on a specific year	E		Х		Search parameters and results are configurable.
302.21	The Time Period Search shall provide a method to search for records on a specific range of dates	E		Х		Search parameters and results are configurable.
302.22	The Time Period Search shall provide a method to search for records on a range of months e.g., year and month to year and month	E		Х		Search parameters and results are configurable.
302.23	The Time Period Search shall provide a method to search for records over a range of year	E		Х		Search parameters and results are configurable.
302.24	The Register shall have an interactive map oriented display for search results (see section 123)	E		Х		Search parameters and results are configurable.
302.25	The Register shall provide an interactive tabular oriented display for search results	E		Х		Search results are configurable.

302.26	The Register shall provide a method to pan/scroll through a tabular result	E	X			EasyTerritory			
302.27	Provide tabular display of photographs when available	E		Х		Embedded iFrame will be configured to display related photographs			
302.28	Provide links from tabular items to maps	E		Х		Tabular items can include links			
REQ. NO. DESCRIPTION	DETAIL	Function is: (M)andatory, (E)xpected, (O)ptional		YES					
				Off-The-	n Configuratio	Customizati	Comments / Development Tools to be Used		
302.29	Provide links from tabular items to timelines e.g., http://timeline.knightlab.com	0		X		Links can be provided in tables since URLs can be field types in the solution			
302.31	Provide method to pan/scroll through a time period results	E		Х		Results will be sequenced by time period where appropriate			
302.32	Provide timeline display of photographs when available	E		Х		Using the time based searches will return attributes for the timeframe. Some customization may be required depending on the specific need.			
302.33	Provide links from timeline items to maps	E		Х		Links can be provided as fields in timeline items to maps that are created for a time period			
302.34	Provide timeline display of historic person names	E		Х		Results will be sequenced by time period where appropriate			
302.35	Provide timeline display of references to written materials with regards to that time period	E		Х		Using the time based searches will return attributes for the timeframe.			
302.36	Provide timeline display of historic place names	E		Х		Using the time based searches will return attributes for the timeframe.			
302.37	Provide search results ordered by time both ascending and descending,	E	Х			Search Result grids allow quick sort by time			
302.38	Provide interactive method to switch between tabular, timeline, and cartographic map	E	Х			Switching will be provided through system navigation tools			
302.39	Provide search results ordered alphabetically both ascending and descending	E	Х			Search result grids support alphabetical sorting			
302.40	Provide search result display as a Cartographic map	E		Х		EasyTerritory provides capability for displaying search results in a map			

302.42	The Register shall have an interactive timeline oriented display for search results	E		Х		Interactive features can be configured.			
REQ. NO. DESCRIPTION	DETAIL	Function is: (M)andatory, (E)xpected, (O)ptional		YES					
			Off-The-	n Configuratio	Customizati	Comments / Development Tools to be Used			
302.44	A UI shall be provided for geocoding (see 400)	E	Х			EasyTerritory provides			
302.45	The Register shall provide searching for unstructured and structured text objects or combinations of both A.k.a., key word search	E		Х		Searches can be performed on fields or strings that are enable for search			
302.46	Unstructured text objects include Word, Phrases, Street Addresses and place names (County, City, Township, Zip Code)	E		Х		Searches can be performed on fields or strings that are enable for search			
302.47	Structured text objects are JSON objects that represent a geographic feature or a time period (sec 403, figure 2.)	E		Х		EasyTerritory			
302.48	Provide inexact and exact text matches. The default shall be inexact text matches	E		Х		Provided through configuration of the business process automation engine			
302.49	The Register shall provide a method to transition a tabular display to a map display	E	Х			System navigation supports			
302.50	The Register shall provide a method to transition a tabular display to a timeline display	E	X			System navigation supports			
302.51	The Register shall provide a method to transition a map display to a timeline display	E	X			System navigation supports			
302.52	The Register shall provide a method to transition a map display to a tabular display	E	X			EasyTerritory support displaying the results of a spatial query in a data grid within the application. All records on the map can be shown in the tabular results data grid view by using the 'query all' feature.			
302.53	The Register shall provide a method to transition a timeline display to a map display	E	X			System navigation supports			

REQ. NO. DESCRIPTION	DETAIL	Function is:		YES				
		(M)andatory, (E)xpected, (O)ptional	Off-The-	n Configuratio	Customizati	Comments / Development Tools to be Used		
302.54	The Register shall provide a method to transition a timeline display to a tabular display	E	Х			Results filtered on the map by date/time can be queried spatially and displayed in the tabular results grid.		
302.55	All Resource Asset Attributes must be validated (Sec 214)	E		Х		Validation will be configured through the business process automation engine		
302.56	Provide automatic recording of all search requests	E		Х		Search requests can be saved by users as personal views that can be shared with other users or configured as system views		
302.57	Register shall provide links to the platform and workflow processes	E	Х			Standard system navigation		
302.58	The Register shall have configurable integration with the platform (see section 101)	E		Х		System Customer Interface		
302.59	The Register shall integrate with the platform (see section 101) including but not limited to: Historic Place (sec 211); Historic Photograph (Sec 210); Bibliography (Sec 203); Lexicon (Sec 217); Historic Document (Sec 208); Historic Person (Sec 209); Historic Period (Sec 213)	E		X		Solution will be configured with these named components.		

REQ. NO.	DETAIL					
DESCRIPTION		Function is:				YES
		(M)andatory, (E)xpected, (O)ptional	Sneir Off-The-	n Configuratio	on Customizati	Comments / Development Tools to be Used
ITEM 308	TRAINING WIKI					
Traceability Number						

308.2	The function of the Training Wiki Application is the collaborative development of training materials and platform documentation Note: The Training Wiki Application is optional functionality. However, Should a Training Wiki Application be included in the proposed solution, the following requirements are expected.	0	X	Microsoft Dynamics CRM Knowledge Base
308.3	If the Training Wiki Application is an independent standalone application then the application shall authenticate a user	E	X	Microsoft Dynamics CRM Knowledge Base
308.4	If the Training Wiki Application is an independent standalone application then the application shall provide a user interface for authentication	E	X	Microsoft Dynamics CRM Knowledge Base
308.5	Training Wiki Application shall provide permission management	E	X	Microsoft Dynamics CRM Knowledge Base
308.6	Training Wiki Application shall allow integration of restful APIs	E	X	Microsoft Dynamics CRM Knowledge Base
308.7	Training Wiki Application shall provide notifications	E	X	Specific messages and triggers can be configured
308.8	Training Wiki Application shall provide page editor	E	X	Page content and layout is configurable

400, APPENDIX A - DEFINITIONS

400.1, Access Scope - Access scope define which applications may use a specific resource.

400.2, Application - An application is software that consumes platform resources.

- 400.3, Asset An asset a set of attributes the collectively define a person, place, thing or idea.
- 400.4, APIs Application Programming Interface

400.5, Application Programming Interface - See Resource API

400.6, API Version - See version

400.7, BPM - Business Process Model

400.8, BPML - Business Process Modeling Language

400.9, Business Process Model - Business process modeling (BPM) in systems engineering is the activity of representing processes of an enterprise, so that the current process may be analyzed or improved.

400.10, Business Process Modeling Language - Business Process Modeling Language (BPML) is a language for business process modeling.

400.11, Business Process Model and Notation - Business Process Model and Notation (BPMN) is a graphical representation for specifying business processes in a business process model.

400.12, Cloud Service - A Cloud Service is infrastructure for digital storage, manipulation and distribution of resource assets over the internet.

400.13, Configure - See Configuration

400.14, Configuration - Configuration refers to changing software settings to alter or create new or different outputs without having to change the software's source code.

400.15, Custom - See Customization

400.16, Customization - Customization refers to changing the source code of a software application to alter or create new or different outputs.

400.17, DTMB - Department of Technology Management and Budget

400.18, Deactivate - Deactivate is a process by which a resource or asset can be temporarily stopped from interacting with the system. Deactivate is different from delete in that delete permanently removes a resource or asset from interacting with a system.

400.19, Date Time - A Date Time represents and instant or point in time that is typically measured on a 24 hour clock and is formatted yyyymmddhhmmss 400.20, Data object - A data object refers to JavaScript Object Notation (JSON) object

400.21, Exact Text Match - An exact match is found when two text strings contain the same characters in the same order and having the same case.

400.22, Escalation - Workflow escalation allows you to escalate the approval process to either the next step or an alternative set of steps when the allotted Time for the step has lapsed.

400.23, Geocoding - Geocoding is the process of converting place names and addresses into a representative geographic coordinate.

400.24, Geographic Feature - A Geographic Feature is a point, line or polygon.

400.25, Geographic Search - Geographic Searches use the spatial relationship of geographic features to perform resource searches. The relationships include 'intersects' and 'within' as in a point intersects a line, a line intersects a polygon or a polygon intersects a point. (See Section 403 for more examples)

400.26, Inexact Text Match - An inexact text match is found if any whole word within the input text is found within a resource

400.27, JSON - JavaScript Object Notation

400.28, MSHDA - Michigan State Housing Development Authority

400.29, NRHP - National Register of Historic Place

400.30, MBT - See Minimum Bounding Time

400.31, MBR - See minimum bounding rectangle

400.32, Minimum Bounding Time - Minimum Bounding Time (MBT) is the minimum time and the maximum time found in a given set of times.

400.33, Minimum Bounding Rectangle - A Minimum Bounding Rectangle (MBR) is the smallest rectangle that can be fit around a set of geometric figures.

400.34, NPS - National Parks Service

400.35, Platform - Platform as a service is a category of cloud computing services that provides a platform allowing customers to develop, run, and manage web applications without the complexity of building and maintaining the infrastructure typically associated with developing and launching an application.

400.36, Platform Resource - A platform resource is a list of assets housed on the platform.

400.37, Predicate - A predicate asserts something about a resource. Predicates act like functions and follow a restful pattern I.e., <URI>/<resource name>/<predicate>/<value | resource name> e.g., /place/merge/place-html

400.38, Presentation Template - A presentation template holds formatting such that machine readable data can be converted to human readable form. The template is plain text that defines formatting and data field references.

400.39, Representative Geographic Coordinate - A Representative Geographic Coordinate is a point used to generalize a Geographic Feature for the purpose symbolizing an object on a map.

400.40, Representative Geographic Feature - A Representative Geographic Feature is a point, line or polygon that is used to symbolize an object on a map. 400.41, Resource - A resource, in the context of a platform, is store or list of assets.

400.42, Resource API - A resource API is an application programming interface that is configured to grant access and permissions to a resource. API are Restful. 400.43, Restful - RESTful (Representational State Transfer) is an architectural style, and an approach to communications that is often used in the development of Web services. The use of REST is often preferred over the more heavyweight SOAP (Simple Object Access Protocol) style because REST does not leverage as much bandwidth, which makes it a better fit for use over the Internet. The SOAP approach requires writing or using a provided server program (to serve data) and a client program (to request data).

400.44, Retention - See Retention Schedule

400.45, Retention Schedule - A retention schedule defines when an asset expires

400.46, SHPO - State Historical Preservation Office

400.47, SoM - State of Michigan

400.48, Scripting - See Scripting Language

400.49, Scripting Language - A scripting language or script language is a programming language that supports scripts, programs written for a special run-time environment that can interpret (rather than compile) and automate the execution of tasks that could alternatively be executed one-by-one by a human operator. 400.50, TED - Department of talent and economic development

400.51, UI - User Interface

400.52, User-Interface - Use Interface

400.53, User Interface - In information technology, the user interface (UI) is everything designed into an information device with which a human being may interact -- including display screen, keyboard, mouse, light pen, the appearance of a desktop, illuminated characters, help messages, and how an application program or a Web site invites interaction and responds to it.

400.54, Validate - Validate is the activity of checking or proving the validity or accuracy of (something).

400.55, Version - A version is a form of update where a previous version is copied and new features added and the previous version is left intact.

400.56, WKT - Well Known Text

400.57, Well Known Text - Well Known Text is a markup language for defining vector geometry for maps.

400.58, Workflow - Workflow consists of an orchestrated and repeatable pattern of business activity enabled by the systematic organization of resources into processes that transform materials, provide services, or process information

402, APPENDIX C - MAP ASSET LIST

402.1, USGS Maps of Michigan Digital Imagery for reference

402.2, Michigan Aerial Photography or Aerial Photo Service

402.3, Michigan Senate District Areas for reference

402.4, Michigan House District Areas for reference

402.5, US Senate District Area of Michigan (this is all of Michigan, add for consistency) for reference

402.6, US House District Areas of Michigan for reference

402.7, Michigan Flood Plain Areas for reference

402.8, US State boundaries

402.9, Michigan Counties boundaries

402.10, Michigan City/Municipalities boundaries

402.11, Michigan Township and Range boundaries

402.12, Michigan Township, Range and Section boundaries

402.13, Michigan Certified Local Government boundaries

402.14, Michigan 2010 Census Tract Areas

402.15, Michigan Land Use/Cover Areas

402.16, Michigan Neighborhood Enterprise Zone Areas

402.17, Michigan Great Lake Areas

402.18, Michigan Inland Lake Areas

402.19, Michigan River Areas

402.20, Michigan Hydrology

402.21, Michigan 2012 Plat Areas

402.22, Michigan Stream Lines

402.23, Michigan Interstate Highways Lines

402.24, Michigan State Highway Lines

402.25, Michigan County road Lines

402.26, Michigan Local street Lines

402.27, Michigan Railway Lines

402.28. Michigan Bridge Symbols 402.29, Michigan Elevation Contours (Areas) 402.30, Michigan Bathymetry for Great Lakes (Areas) 402.31, Michigan Cultural Features Domestic building Symbols (single/multiple dwelling/hotels/intuitional housing) 402.32, Michigan Cultural Features Commercial building Symbols 402.33, Michigan Cultural Features Social Meeting Place Symbols (e.g., halls, clubhouse, civic) 402.34. Michigan Cultural Features Government Symbols (capital, city hall, correctional facility, fire station, government office, diplomatic building, custom house, post office, public works, courthouse) 402.35, Michigan Cultural Features Education Symbols (schools, colleges, library, research facilities) 402.36, Michigan Cultural Features Religion Symbols (religious facility, ceremonial site, church school, church-relate residence) 402.37. Michigan Cultural Features Funerary Symbols (cemetery, graves/burials, mortuary) 402.38, Michigan Cultural Features Recreation and Cultural Symbols (theater, auditorium, museum, music facility, sports facility, outdoor recreation, fair, monument/marker, work of art) 402.39, Michigan Cultural Features Agriculture/Subsistence Symbols (processing, storage, agricultural field, animal facility, fishing facility or site, horticultural facility, agricultural outbuilding, irrigation facility) 402.40, Michigan Cultural Features Industry/Processing/Extraction Symbols (manufacturing facility, extractive facility, waterworks, energy facility, communications facility, processing site, industrial storage) 402.41, Michigan Cultural Features Healthcare Symbols (hospital, clinic, sanitarium, medical business/office, resort) 402.42, Michigan Cultural Features Defense Symbols (arms storage, fortification, military facility, battle site, coast guard facility, naval facility, air facility) 402.43, Michigan Cultural Features Landscape Symbols (parking lot, park, plaza, garden, forest, unoccupied land, underwater, natural feature, street furniture/object, conservation area) 402.44, Michigan Cultural Features Transportation Symbols (rail-related, air-related, water-related, road-related, pedestrian-related) 402.45, Michigan Tribal Historic Preservation Officers Lands 402.46, World Country boundaries 402.47, Third Party Maps TBD 402.48, Proposed Below Ground Sites points 402.49, Proposed Below Ground Obfuscated Sites points 402.50, Ineligible District Areas 402.51, Proposed NRHP Sites points 402.52. Proposed NRHP In need of more research Sites points 402.53, Proposed NRHP Districts Areas 402.54, Proposed NRHP District Sites points 402.55, Proposed Section 106 Area of Potential Effect Areas 402.56, Proposed Local Historic Site points 402.57, Proposed Local Historic District Areas 402.58. Proposed State Register of Historic Places (SRHP) Site point 402.59, Proposed SRHP Site Areas 402.60, Proposed Easements 402.61, Proposed Ineligible District Areas 402.62, Proposed Area of Potential Effect Areas 402.63, NRHP Sites points

402.64, NRHP In need of more research Sites points

402.65, NRHP District Areas boundaries

402.66, NRHP District Site Points

402.67, Section 106 Area of Effect Areas

402.68, Local Historic Site Points 402.69, Local Historic District Areas 402.70, State Register of Historic Places (SRHP) Site Point 402.71, SRHP Site Points 402.72, Approved Archaeology Site Points 402.73, Approved Obfuscated Archaeology Site Areas

403, APPENDIX D - FIGURES _____

403.1, Figure 1, Ecosystem

403.2, Figure 2, Time Measurement Representation 403.3, Figure 3, Resource and Geographic Feature Relationships 403.4, Figure 4, Resource and Time Relationships

405, APPENDIX E - AP INTERFACES

405.1, the following are examples of APIs that may or may not be part of the Platform. See Section 407 for example resources and assets. 405.2, Resource Asset Change Log Definition API (see related sections: 105, 128, and 407) 405.3, Foreign System Definition API (see related sections: 107, 128, and 407) 405.4, API Register Definition API (see related sections: 107, 128, and 407) 405.5, Retention Schedule Definition API (see related sections: 119, 128, and 407) 405.6, Geocoding Request Definition API (see related sections: 126, 128, and 407) 405.7. Member Definition API (see related sections: 127, 128, and 407) 405.8, Member Name Definition API (see related sections: 127, 128, and 407) 405.9, SHPO Mailing Address Definition API (see related sections: 127, 128, and 407) 405.10, Telephone Definition API (see related sections: 127, 128, and 407) 405.11, SHPO Degrees and Certificates Definition API (see related sections: 127, 128, and 407) 405.12. SHPO Portfolio Definition API (see related sections: 127, 128, and 407) 405.13, SHPO Resume Definition API (see related sections: 127, 128, and 407) 405.14, SHPO Experience and Expertise Definition API (see related sections: 127, 128, and 407) 405.15. SHPO Share and Assist Definition API (see related sections: 127, 128, and 407) 405.16. Security Statement Definition API (see related sections: 127, 128, and 407) 405.17, API Register Definition API (see related sections: 407) 405.18, API Name Definition API (see related sections: 407) 405.19, API Field Definition API (see related sections: 407) 405.20, API Permission Definition API (see related sections: 407) 405.21, Resource Scope Definition API (see related sections: 407) 405.22. Resource Asset Scope Definition API (see related sections: 407) 405.23, Resource Registry Definition API (see related sections: 407) 405.24, Request Log Definition API (see related sections: 129, 128, and 407) 405.25, Presentation Template Definition API (see related sections: 131, 128, and 407) 405.26. Invitation Definition API (see related sections: 202, 128, and 407) 405.27, Workflow Message Definition API (see related sections: 203, 128, and 407) 405.28, Citation Definition API (see related sections: 207, 128, and 407) 405.29, Historic Document Definition API (see related sections: 208, 128, and 407) 405.30, Person Definition API (see related sections: 209, 128, and 407) 405.31, Person Birth Death Definition API (see related sections: 209, 128, and 407) 405.32, Person Profession Definition API (see related sections: 209, 128, and 407) 405.33, Person Professional Contribution Definition API (see related sections: 209, 128, and 407) 405.34, Photograph Definition API (see related sections: 210, 128, and 407) 405.35, NRHP Master Definition API (see related sections: 211, 128, and 407) 405.36, NRHP Property Name Definition API (see related sections: 211, 128, and 407) 405.37, NRHP Location Definition API (see related sections: 211, 128, and 407) 405.38, NRHP State Federal Agency Certification Definition API (see related sections: 211, 128, and 407) 405.39, NRHP National Park Service Certification Definition API (see related sections: 211, 128, and 407) 405.40. NRHP Classification Definition API (see related sections: 211, 128, and 407)

405.41, NRHP Historic Function Definition API (see related sections: 211, 128, and 407)

405.42, NRHP Current Function Definition API (see related sections; 211, 128, and 407) 405.43, NRHP Description Architectural Classification Definition API (see related sections: 211, 128, and 407) 405.44, NRHP Description Summary Paragraph Definition API (see related sections: 211, 128, and 407) 405.45, NRHP Narrative Description Definition API (see related sections: 211, 128, and 407) 405.46, NRHP Description Materials Definition API (see related sections: 211, 128, and 407) 405.47, NRHP Statement of Significance Definition API (see related sections: 211, 128, and 407) 405.48, NRHP Statement of Significance Areas of Significance Definition API (see related sections: 211, 128, and 407) 405.49, NRHP Statement of Significance Period of Significance Definition API (see related sections: 211, 128, and 407) 405.50, NRHP Statement of Significance Significant Dates Definition API (see related sections: 211, 128, and 407) 405.51, NRHP Statement of Significance Significant Person Definition API (see related sections: 211, 128, and 407) 405.52. NRHP Statement of Significance Cultural Affiliation Definition API (see related sections: 211, 128, and 407) 405.53, NRHP Statement of Significance Architects Builders Definition API (see related sections: 211, 128, and 407) 405.54, NRHP Statement of Significance Period of Significance Definition API (see related sections: 211, 128, and 407) 405.55, NRHP Statement of Significance Criteria Considerations Definition API (see related sections: 211, 128, and 407) 405.56, NRHP-Statement of Significance Summary Paragraph Definition API (see related sections: 211, 128, and 407) 405.57, NRHP Statement of Significance Narrative Statement of Significance Definition API (see related sections; 211, 128, and 407) 405.58, NRHP Major Bibliographical Reference Definition API (see related sections: 211, 128, and 407) 405.59, NRHP Major Bibliographical References Bibliography Definition API (see related sections: 211, 128, and 407) 405.60, NRHP Geographical Data Definition API (see related sections: 211, 128, and 407) 405.61, NRHP Geographical Data UTM References Definition API (see related sections; 211, 128, and 407) 405.62, NRHP Geographical Data Verbal Boundary Description Definition API (see related sections: 211, 128, and 407) 405.63, NRHP Geographical Data Boundary Justification Definition API (see related sections: 211, 128, and 407) 405.64, NRHP Form Prepared by Definition API (see related sections: 211, 128, and 407) 405.65, NRHP Additional Documentation Definition API (see related sections: 211, 128, and 407) 405.66, NRHP Photographs Definition API (see related sections: 211, 128, and 407) 405.67, NRHP Property Owner Definition API (see related sections: 211, 128, and 407) 405.68, Historic Period Definition API (see related sections: 213, 128, and 407) 405.69, Lexeme Definition API (see related sections: 217, 128, and 407)

407, APPENDIX F - PLATFORM RESOURCES

407.1, the following are examples of resources and assets that may or may not be part of the Platform

407.2, Resource Asset Change Log Definition (see related sections: 105)

- 407.3, field: Member Identity
- 407.4, field: Application Identity
- 407.5, field: API Identity
- 407.6, field: Resource Identity
- 407.7, field: Field Identity
- 407.8, field: Previous Value
- 407.9, field: Current Value
- 407.10, field: Date of Change
- 407.11, field: Request Type (get, post, put, delete)
- 407.12, Foreign System Definition (see related sections: 107)
- 407.13, field: FS Primary Identity
- 407.14, field: Foreign System Key Code

407.15. field: Foreign System Name 407.16, field: Foreign System Table Name 407.17, field: Foreign System Table Foreign Key Name 407.18, API Register Definition (see related sections: 107) 407.19. field: FS Primary Identity 407.20, field: API Name or Identity 407.21, Retention Schedule Definition (see related sections: 119) 407.22, field: Name/ Title 407.23, field: Asset Table Identity 407.24, field: Asset Identity 407.25, field: Retention Starting Specification 407.26, field: Years to Retain 407.27, field: Purge Type 407.28, Geocoding Request Definition (see related sections: 126) 407.29, field: Geocoding_Request_Definition Identity 407.30, field: Geocoding_Request_Definition lookup key 407.31, field: Geocoding Request Definition WKT centroid 407.32. field: MBR for centroid 407.33, field: Place name or address 407.34, field: Accuracy Code 407.35, Member Definition (see related sections: 127) 407.36, field: Member Primary Identifier 407.37, field: Active Member 407.38, Member Name Definition (see related sections: 127) 407.39, field: Member Primary Identifier 407.40. field: First Name 407.41, field: Last Name 407.42, SHPO Mailing Address Definition (see related sections: 127) 407.43, field: Street 407.44, field: Municipality 407.45. field: State 407.46, field: Postal Code 407.47, Telephone Definition (see related sections: 127) 407.48, field: Phone Number 407.49, field: Phone Type 407.50, SHPO Degrees and Certificates Definition (see related sections: 127) 407.51, field: Granting Institution Name 407.52, field: Program Name 407.53, field: Degree/Certificate 407.54, SHPO Portfolio Definition (see related sections: 127) 407.55, field: Project Name 407.56, field: Link to portfolio Document 407.57, field: SHPO Portfolio Definition Creation Date and Time 407.58. field: SHPO Portfolio Definition Creator Identity

407.60. field: Member identity 407.61, field: Link to resume Document 407.62, SHPO Experience and Expertise Definition (see related sections: 127) 407.63, field: My Experience 407.64, field: My Expertise 407.65, SHPO Share and Assist Definition (see related sections: 127) 407.66, field: Available to co-author 407.67, field: Share My Name 407.68, field: Share Portfolio 407.69, field: My Link 407.70, Security Statement Definition (see related sections: 127) 407.71, field: Security Statement 407.72, field: Agreement with Security Terms 407.73, API Register Definition (see related sections: 128) 407.74, field: API Identity 407.75, API Name Definition (see related sections: 128) 407.76, field: API Identity 407.77, field: Name 407.78, API Field Definition (see related sections: 128) 407.79, field: API Identity 407.80, field: Field Name 407.81, field: Type 407.82, API Permission Definition (see related sections: 128) 407.83, field: API Identity 407.84, field: Role Identity 407.85, Resource Scope Definition (see related sections: 128) 407.86, field: API Identity 407.87, field: Resource Scope (none, all, one) 407.88, field: Application Identity 407.89, Resource Asset Scope Definition (see related sections: 128) 407.90, field: API Identity 407.91, field: Asset Scope (none, all, one) 407.92, field: Application Identity 407.93, Resource Registry Definition (see related sections: 128) 407.94, field: Resource Registry Identity field: Resource Registry Name 407.95. 407.96, field: Resource Registry Description 407.97, Request Log Definition (see related sections: 129) 407.98, field: Request Type (get, post, put, delete) field: Request 407.99, 407.100, field: Request Log Date and time 407.101, field: Member Identity 407.102, field: Application Identity 407.103. field: API Identity 407.104. field: Sequence Number (1 = start, 2 = completed)

407.105, Presentation Template Definition (see related sections: 131) 407.106, field: Application Identity 407.107, field: Resource Identity 407.108, field: Template Body 407.109, field: Template Version 407.110, Invitation Definition (see related sections: 202) 407.111, field: Task Identity 407.112, field: Recipient's Identity 407.113, field: Sender's Identity 407.114, field: Message 407.115, field: Invitation Type 407.116, field: Is Accepted 407.117, Workflow Message Definition (see related sections: 203) 407.118, field: Sender Identity 407.119, field: Recipient Identity 407.120, field: Message 407.121, Citation Definition (see related sections: 207) 407.122, field: Title 407.123, field: Creators 407.124, field: Publisher 407.125, field: Publisher location 407.126, field: Date of print publication 407.127, field: Date of electronic publication 407.128, field: Associated institution 407.129, field: Volume 407.130, field: Pages 407.131, field: Date web site access 407.132, field: Web site URL 407.133, field: Name of web site 407.134. field: Web site editors 407.135, Historic Document Definition (see related sections: 208) 407.136, field: Title 407.137, field: Abstract 407.138, field: Representative Geographic Coordinate 407.139, field: Authors 407.140. field: Publisher 407.141, field: Publish Year 407.142, field: Editors 407.143, field: Document Link 407.144. field: Document 407.145, Person Definition (see related sections: 209) 407.146, field: First Name 407.147, field: Last Name 407.148. field: is Alias

407.149, Person Birth Death Definition (see related sections: 209)

407.150. field: Birth Date 407.151, field: Death Date 407.152, Person Profession Definition (see related sections: 209) 407.153, field: Profession Name 407.154, field: Profession Mastery 407.155, Person Professional Contribution Definition (see related sections: 209) 407.156, field: Profession Contribution Statement 407.157, Photograph Definition (see related sections: 210) 407.158, field: historic place identity 407.159, field: Description of view 407.160, field: Representative Coordinate 407.161, field: Photograph_Definition Photographer's Name 407.162, field: date of photograph content 407.163, field: Location of negative 407.164, field: Camera Orientation 407.165, field: Coordinate of photograph 407.166, field: Map Identifier 407.167. field: Link to Photograph 407.168, field: Photograph 407.169, NRHP Master Definition (see related sections: 211) 407.170, field: NRHP Master Identity 407.171, field: Not for publication 407.172, NRHP Property Name Definition (see related sections: 211) 407.173, field: NRHP Master Identity 407.174, field: NRHP Property Name Identity 407.175. field: Place Name 407.176, field: Is Current Name 407.177, field: Is Historic Name 407.178, NRHP Location Definition (see related sections: 211) 407.179, field: NRHP Master Identity 407.180, field: NRHP Location Identity 407.181, field: Multipart Listing Identity 407.182, field: Street 407.183, field: Postal Code 407.184, field: Municipality 407.185, field: vicinity 407.186, field: County 407.187, field: County Code 407.188, field: State 407.189. field: State code 407.190, field: Quality Code 407.191, NRHP State Federal Agency Certification Definition (see related sections: 211) 407.192, field: NRHP Master Identity 407.193, field: State and Federal Agency Certification Identity

407.194, field: Form Type

- 407.195, field: National Significance
- 407.196, field: State Significance
- 407.197, field: Form Type
- 407.198, field: Local Significance
- 407.199, field: Signature of certifying official
- 407.200, field: Authority Signature Date
- 407.201, field: Title
- 407.202, field: State or Federal agency/bureau or Tribal Government
- 407.203, field: Property Status
- 407.204, field: Signature of certifying official
- 407.205, field: Signature Date
- 407.206, field: Title
- 407.207, field: State or Federal agency/bureau or Tribal Government
- 407.208, NRHP National Park Service Certification Definition (see related sections: 211)
- 407.209, field: NRHP Master Identity
- 407.210, field: NRHP National Park Service Certification Identity
- 407.211, field: entered in the National Register
- 407.212, field: determined not eligible for the National Register
- 407.213, field: determined eligible for the National Register
- 407.214, field: removed from the National Register
- 407.215, field: other
- 407.216, field: Originator Member Identity
- 407.217, field: Fields

407.218, NRHP Classification Definition (see related sections: 211) Please note: The following fields are to be used as an example, and do not represent a comprehensive list of the NRHP fields required by the system. Required fields will be fully identified during the project requirements validation phase.

407.219, field: NRHP Master Identity

- 407.220, field: NRHP Classification Identity
- 407.221, field: Private ownership
- 407.222, field: Public Local ownership
- 407.223, field: Public State Ownership
- 407.224, field: Public Federal Ownership
- 407.225, field: Category of Property
- 407.226, field: Contributing Building
- 407.227, field: Noncontributing Buildings
- 407.228, field: Contributing Sites
- 407.229, field: Noncontributing Sites
- 407.230, field: Contributing Structures
- 407.231, field: Noncontributing Structures
- 407.232, field: Contributing Objects
- 407.233, field: Noncontributing Object
- 407.234, field: Contributing Total
- 407.235, field: Noncontributing Total
- 407.236, field: Name of related multiple property listing
- 407.237, field: Number of contributing resources previously listed in the National Register

407.238, NRHP Historic Function Definition (see related sections: 211)

407.239, field: NRHP Master Identity 407.240, field: NRHP Historical Function Identity 407.241, field: Category 407.242, NRHP Current Function Definition (see related sections: 211) 407.243. field: NRHP Master Identity 407.244, field: NRHP Current Function Identity 407.245, field: Category 407.246, NRHP Description Architectural Classification Definition (see related sections: 211) 407.247, field: NRHP Master Identity 407.248, field: NRHP Description Architectural Classification Identity 407.249. field: Category 407.250, NRHP Description Summary Paragraph Definition (see related sections: 211) 407.251, field: NRHP Master Identity 407.252, field: NRHP Description Summary Paragraph Identity 407.253, field: Summary Paragraph 407.254, NRHP Narrative Description Definition (see related sections: 211) 407.255, field: NRHP Master Identity 407.256, field: NRHP Description Narrative Description Identity 407.257, field: Narrative Description 407.258, NRHP Description Materials Definition (see related sections: 211) 407.259, field: NRHP Master Identity 407.260, field: NRHP Description Material Identity 407.261, field: Exterior Part 407.262, field: Material 407.263, field: Other 407.264, NRHP Statement of Significance Definition (see related sections: 211) 407.265, field: NRHP Master Identity 407.266, field: NRHP Statement of Significance Identity 407.267, field: Significant Contributions 407.268, field: Has Significant Persons 407.269, field: Has Distinctive Character 407.270, field: May yield information. 407.271, field: Owned by a religious institution or used for religious purposes. 407.272, field: Property Moved 407.273, field: Property is a cemetery. 407.274, field: Property is a reconstructed building, object, or structure. 407.275, field: Property is a commemorative property. 407.276, field: Property is less than 50 years old or achieving significance within the past 50 years. 407.277, NRHP Statement of Significance Areas of Significance Definition (see related sections: 211) 407.278, field: NRHP Master Identity 407.279, field: NRHP Statement of Significance Areas of Significance Identity 407.280, field: Category 407.281, field: Other 407.282. field: End

407.283, field: Narrative Statement of Significance (Provide at least one paragraph for each area of significance.)

407.284, NRHP Statement of Significance Period of Significance Definition (see related sections: 211)

- 407.285, field: NRHP Master Identity
- 407.286, field: NRHP Statement of Significance Period of Significance Identity
- 407.287, field: Began Period
- 407.288, field: End Period
- 407.289, field: Narrative Description
- 407.290, field: Justify Period
- 407.291, NRHP Statement of Significance Significant Dates Definition (see related sections: 211)
- 407.292, field: NRHP Master Identity
- 407.293, field: NRHP Statement of Significance Significant Date Identity
- 407.294, field: Event Date
- 407.295, field: Explain
- 407.296, field: Creation Date and Time
- 407.297, NRHP Statement of Significance Significant Person Definition (see related sections: 211)
- 407.298, field: NRHP Master Identity
- 407.299, field: NRHP Statement of Significance Significant Person Identity
- 407.300, field: Name
- 407.301, field: Explain
- 407.302, field: End
- 407.303, NRHP Statement of Significance Cultural Affiliation Definition (see related sections: 211)
- 407.304, field: NRHP Master Identity
- 407.305, field: NRHP Statement of Significance Significant Cultural Affiliation Identity
- 407.306, field: Cultural Affiliation
- 407.307, field: Cultural Affiliation
- 407.308, NRHP Statement of Significance Architects Builders Definition (see related sections: 211)
- 407.309, field: NRHP Master Identity
- 407.310, field: NRHP Statement of Significance Significant Architects and Builders Identity
- 407.311, field: Name
- 407.312, field: importance
- 407.313, field: Type
- 407.314, NRHP Statement of Significance Period of Significance Definition (see related sections: 211)
- 407.315, field: NRHP Master Identity
- 407.316, field: Significant Period
- 407.317, NRHP Statement of Significance Criteria Considerations Definition (see related sections: 211)
- 407.318, field: NRHP Master Identity
- 407.319, field: NRHP Statement of Significance Criteria Considerations Identity
- 407.320, field: Originator Member Identity
- 407.321, NRHP-Statement of Significance Summary Paragraph Definition (see related sections: 211)
- 407.322, field: NRHP Master Identity
- 407.323, field: NRHP Statement of Significance Summary Paragraph Identity
- 407.324, field: Statement of Significance Summary Paragraph (Provide a summary paragraph that includes level of significance and applicable criteria.)
- 407.325, NRHP Statement of Significance Narrative Statement of Significance Definition (see related sections: 211)
- 407.326, field: NRHP Master Identity
- 407.327, field: Statement of Significance
- 407.328, NRHP Major Bibliographical Reference Definition (see related sections: 211)

- 407.329. field: NRHP Master Identity 407.330, field: NRHP Major Bibliographical References Identity 407.331, field: preliminary determination 407.332, field: previously listed 407.333, field: previously determined eligible 407.334. field: designated a National Historic Landmark 407.335, field: recorded by Historic American Buildings Survey 407.336, field: recorded by Historic American Engineering Record 407.337, field: recorded by Historic American Landscape Survey field: State Historic Preservation Office 407.338. 407.339. field: agency State Other 407.340, field: Federal agency 407.341, field: Local government 407.342, field: University 407.343, field: Other 407.344, field: Historic American Buildings Survey # 407.345, field: Historic American Engineering Record # 407.346, field: Historic American Landscape Survey # 407.347, field: Name of repository 407.348, field: Historic Resources Survey Number (if assigned): 407.349, NRHP Major Bibliographical References Bibliography Definition (see related sections: 211) 407.350, field: NRHP Master Identity 407.351, field: NRHP Major Bibliographical Reference Bibliography Identity 407.352, field: Author 407.353, field: Article Title 407.354. field: Periodical Title 407.355, field: Year of publication 407.356, field: Month of publication 407.357, field: pages 407.358, field: pages 407.359, NRHP Geographical Data Definition (see related sections: 211) 407.360, field: NRHP Master Identity 407.361, field: NRHP Geographical Identity 407.362, field: Historically Significant Property Identity 407.363, field: Acreage of Property 407.364, NRHP Geographical Data UTM References Definition (see related sections: 211) 407.365, field: NRHP Master Identity
 - 407.366, field: NRHP Geographical UTM References Identity
 - 407.367, field: Zone
 - 407.368, field: Easting
 - 407.369, field: Northing
 - 407.370, NRHP Geographical Data Verbal Boundary Description Definition (see related sections: 211)
 - 407.371, field: NRHP Master Identity
 - 407.372, field: NRHP Geographical Verbal Boundary Description Identity
 - 407.373, field: Verbal Boundary Description

407.374, NRHP Geographical Data Boundary Justification Definition (see related sections: 211) 407.375, field: NRHP Master Identity 407.376, field: NRHP Geographical Verbal Boundary Justification Identity 407.377, field: Boundary Justification 407.378, NRHP Form Prepared by Definition (see related sections: 211) 407.379, field: NRHP Master Identity 407.380, field: NRHP Prepared by Identity 407.381, field: Organization Name 407.382, field: Name field: Title 407.383, 407.384. field: Email 407.385, field: Street 407.386, field: Municipality 407.387, field: State 407.388, field: Postal Code 407.389, NRHP Additional Documentation Definition (see related sections: 211) 407.390, field: NRHP Master Identity 407.391, field: NRHP Additional Documentation Identity 407.392, field: Document Name 407.393, field: Link to Document 407.394, NRHP Photographs Definition (see related sections: 211) 407.395, field: NRHP Master Identity 407.396, field: NRHP Photographs Identity 407.397, field: Explain 407.398, field: Explain 407.399, field: Type 407.400, field: Image 407.401, field: Type 407.402, field: Municipality 407.403. field: County 407.404, field: State 407.405. field: Photographer 407.406, field: Latitude 407.407, field: Longitude 407.408, field: Elevation 407.409. field: Elevation 407.410, NRHP Property Owner Definition (see related sections: 211) 407.411, field: NRHP Master Identity 407.412, field: NRHP Property Identity 407.413. field: Name 407.414, field: Street 407.415, field: Telephone 407.416, field: City 407.417. field: State 407.418, field: Zipcode

- 407.419, Historic Period Definition (see related sections: 213)
- 407.420, field: General Period Name
- 407.421, field: General Period Stylistic Name
- 407.422, field: Statement of Significance
- 407.423, field: Historic_Period_Definition's Importance
- 407.424, field: Begin Date
- 407.425, field: End Date
- 407.426, field: Representative Geographic Feature
- 407.427, field: Cultural Time Period
- 407.428, field: Architectural, construction or artistic time period
- 407.429, field: Populated or occupied by time period
- 407.430, field: Period related to an event
- 407.431, field: Period related to a person
- 407.432, field: General / stylistic / environmental Period
- 407.433, field: Relative period Importance (primary, secondary, tertiary)
- 407.434, Lexeme Definition (see related sections: 217)
- 407.435, field: Word or phrase
- 407.436, field: Definition

409, APPENDIX G - SOM RESOURCES

409.1, this section is to make you aware of additional resources that are available for SoM systems.

409.2, The SoM has hosting facilities and infrastructure to host internet applications

409.3, The SoM has hosting facilities and infrastructure to host a platform

409.4, Use of these resources may require additional paid licensing.

409.5, Use of these resources will require coordination between more than one DTMB division.

409.6, The SoM has an enterprise license for Bing Maps

409.7, The SoM has an enterprise license for Office 2010

409.8, The SoM has an enterprise license for Enterprise SQL Server

409.9, The SoM has an enterprise license for Outlook

SCHEDULE B – Key Personnel

Project Manager/Single Point of Contact:

Rick Thompson Director, Public Sector Delivery Tribridge Engagement Manager Email: <u>Rick.Thompson@tribridge.com</u> Phone: (719) 339-2907

Additional Personnel:

Chris Wilson

Business Development Manager Tribridge Primary Point of Contact and Account Executive Email: <u>Chris.Wilson@tribridge.com</u> Phone: (512) 508-3713

Josh Jaquish

Vice President Public Sector Tribridge Executive Sponsor and Officer Authorized to Sign on Behalf of Tribridge Email: josh.jaquish@tribridge.com Phone: (813) 293-7776

SCHEDULE C – Data Security, Backup and Disaster Recovery

DATA SECURITY REQUIREMENTS

Microsoft provides a configurable security model in Microsoft Dynamics CRM Online to protect the data integrity and privacy in a Microsoft Dynamics CRM organization. The security model also promotes efficient data access and collaboration. The goals of the model are as follows:

- Provide a multi-tiered licensing model for users.
- Grant users access that allows only the levels of information required to do their jobs.
- Categorize users and teams by security role and restrict access based on those roles.
- Support data sharing so that users can be granted access to objects they do not own for a one-time collaborative effort.
- Prevent access to objects a user does not own or share.

The combination of business units, role-based security, record-based security, and field-based security to define the overall access to information that users have in your Microsoft Dynamics CRM organization.

Role-based security in Microsoft Dynamics CRM focuses on grouping a set of privileges together that describe the responsibilities (or tasks that can be performed) for a user. Microsoft Dynamics CRM includes a set of predefined security roles. Each aggregates a set of user rights to make user security management easier. Also, each application deployment can define its own roles to meet the needs of different users.

There are two roles that have very broad privileges: System Administrator and Customizer. To minimize misconfiguration, the use of these two roles should be limited to a few people in your organization responsible for administering and customizing Microsoft Dynamics CRM. Organizations can also customize existing roles and create its own roles to meet their needs.

- **Record-based security** in Microsoft Dynamics CRM focuses on access rights to specific records.
- **Field-level security** in Microsoft Dynamics CRM restricts access to specific high business impact fields in an entity only to specified users or teams.
- User Ownership, a particular user is recorded against a record as the owner of the record.

The user ownership model provides the granularity necessary to grant access to specific records by using security roles to define privileges that restrict users to see only the records that are owned by that user. For businesses in which individuals work independently on specific deals or on customer collaborations, this is a very effective and efficient model. For scenarios in which multiple people need to interact with specific deals or records, this is not a viable solution. The record's business unit is derived from the owner. An additional challenge therefore comes when the user owning records moves role within an organization, potentially forcing the ownership of that record to change to maintain the access that any other users may gain via the business unit of the record.

Team ownership introduces a solution pattern that can simplify many of the challenges associated with situations in which users own records directly. Instead of sharing individual records with specific users or teams, you can grant ownership of specific records to a team, which allows multiple users to gain access directly to the record through ownership. This also reduces the changes that are required when particular users need to have access granted or removed from a set of related records, which is now accomplished by adding them or removing them from the owning team rather than each record individually.

In this scenario, with records assigned directly to a team, records can be aligned with a business unit independently of the business unit to which the users accessing it belong. This then provides for access via security roles and business unit privileges, which allows the definition of rich access mechanisms.

Tribridge works with each organization during the design phase to configure the Dynamics CRM security model to fit the requirements for the implementation.

Scenarios that require individual records to be accessed by a specific group of individuals allow for a model in which ownership is used to define the group of individuals who should be granted access. This is done by specifying a team that is allowed to view only the records it owns and then by defining the users who should have access to that record as members of the team.

Although less common, there are also situations in which groups of users act on common types of deals or cases, having a team that owns multiple records can provide significant benefits over sharing.

It is important to remember, however, that with any modeling of direct access, whether through ownership or sharing, each record must be individually configured on creation or updated to apply the security rules to it. In addition, when access is evaluated, each team to which a user belongs must be checked for individual access, which increases the complexity of the security processing from a data and computational perspective.

Team ownership is limited to a single team owner per record however, so that it cannot be used to provide different levels of privilege to different groups of uses to the same record. Using a combination of ownership to provide general access and sharing to offer additional privileges to smaller groups of users can work well here however, reducing the overall volume of sharing and providing an overall performance benefit.

DATA BACKUP REQUIREMENTS

Tribridge will deploy Scribe Online Replication Services (RS) which provides secure, fast data replication to a Microsoft hosted SQLServer instance running in Microsoft Azure to address periodic data backup requirements. Data is copied in entity format to facilitate recovery. Additionally, the replication is completely automated including scheduling options and auto-detection of changes. The backup process is configured via a simple wizard. Recovery procedures can restore to the last point based on the update frequency which will be determined during Disaster Recovery planning based on State needs.

BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

Disaster Recovery

Microsoft provides disaster recovery features with Microsoft Dynamics CRM Online to recover from a planned or unplanned service interruption. An example of a planned service interruption is regular and periodic datacenter system maintenance. An example of an unplanned service interruption is a failure of a key computer system or network component in a data center. For either case, you temporarily lose access to your organization's data and the Microsoft Dynamics CRM Online services.

Planned service interruptions are preceded by a public notice in the web application or Dynamics CRM for Outlook identifying the date and time of the service maintenance so that businesses can plan for the interruption in accessing their organization's data. Unplanned service interruptions result in a notice that the organization is currently undergoing unplanned maintenance.

When a failure or a disaster occurs, well-defined processes are applied by the administrators of the Microsoft Dynamics CRM Online data center to recover from a service interruption. The processes and software to recover from these service interruptions is known as *disaster recovery failover*. The Microsoft Dynamics CRM Online datacenter maintains a duplicate and synchronized (alternate) copy of your organization's data on a different server. Should a disaster occur in the data center where you no longer have access to your data, the administrators monitoring the datacenter can switch access from your primary organization to this alternate organization, thereby minimizing the service interruption. When the failure has been corrected, service access to your primary organization can be restored.

This recovery happens in the datacenter and is handled transparently to you and your .NET managed applications. However, there is one issue that application developers must deal with: data loss. When the Microsoft Dynamics CRM Online services encounter a failure, data change operations that your application performs using web service calls may not complete successfully. This can result in data loss. The following sections in this topic describe how you can write your applications to deal with data loss issues.

To minimize and/or prevent data loss, Tribridge will deploy Scribe Online Replication Services (RS) which provides secure, fast data replication to a Microsoft hosted SQLServer instance running in Microsoft Azure. Data is copied in entity format to facilitate recovery. Additionally, the replication is completely automated including scheduling options and auto-detection of changes. The backup process is configured via a simple wizard. Recovery procedures can restore to the last point based on the update frequency which will be determined during Disaster Recovery planning based on State needs.

Business Continuity Planning

During the planning phase of each project, the project team devises the Business Continuity plan to prescribe procedures for each application and appropriate measures to safeguard data based on the nature of the data. Because disaster recovery procedures have cost components associated with both

the required speed of recovery and the backup frequency, the Tribridge project team works with each customer to balance risk mitigation with the cost of maintaining a give disaster recovery protocol.

Disaster Recovery Procedures and Supporting Documentation

General Preparation: The Tribridge team verifies that the database permissions (DBO) exist). Permissions are granted through an AD group ID managed by the run organization. This is a standard procedure moving forward. Verify that the DBA performing the recovery is using their own admin account. This is a standard operating procedure and it is documented.

- Leverage the Testing Team's functional testing scripts for centralized functionality
- Verify that a Recovery Farm is operational and locally available (same geographic location as the Production Farm).
- Select an existing site collection for use in the test execution.
- Check event logs on all machines in the environment before and after the execution of the each scenario.
- Check index and logs on the Index and Query Servers to verify that there are no errors.
 - o Categories All
 - Least Critical Event Log Audit Failure
 - Least Critical Trace Log High

Documentation – identify all available documentation including operations and technical manuals and/or help available online.

In addition to online resources for Microsoft Dynamics CRM which include the Microsoft Customer Portal, online training and videos by Microsoft, its partners and the Microsoft Developer Network; the downloadable SDK also provides significant resources including code samples. Additionally, Tribridge provides customized documentation for the specific deployment of CRM Online to include:

- Training Guides/Documentation
- Final Business Process Models
- Final System Configuration
- Final Custom Code Development
- Final Security Implementation
- Solution Testing (Process, Integration, and Data Acceptance) completed
- User Acceptance Test Scripts
- Final Production Environment Specification
- Final Integration and Interface Code Development
- Final Data Migration Code Development

SCHEDULE D – Customer Care / Support Agreement

Tribridge will support the following core application(s) and ISV's included in this agreement:

- Dynamics CRM Online
 - ADX Studio
- Scribe
- North52 Formula Manager
- EZ Territory

Tribridge will provide direct support for Microsoft products and ISV add-on modules directly because Tribridge has the necessary skills to answer most questions regarding these ISV's. In the event Tribridge cannot troubleshoot, we will contact the ISV on behalf of the customer to resolve any outstanding questions, and communicate the resolution back to the customer.

Scope of Customer Care - Services

SOM may request an unlimited number of support requests for the following services. These are offered in support of the application listed above. The examples provided under each of the following headings are intended to provide a list of reference activities for each heading. The lists are not meant to be all inclusive.

Processing Issue (break/fix)

This service ensures that we are responding to issues that arise during the normal course of business.

Examples include but are not limited to the following topics:

- a) An error message is appearing in a window and the user cannot determine the root cause.
- b) A user cannot log in or lacks the appropriate security to complete a process.
- c) A user enters data and cannot save the data, or "saved" data appears to be missing.
- d) A print job or a workflow will not execute.
- e) An error message is appearing in a window and the user cannot determine the root cause.
- f) A user cannot log in or lacks the appropriate security to complete a process.
- g) A user enters data and cannot save the data, or "saved" data appears to be missing.

"How Do I..."

Tribridge will work with your users to answer generic, "out of the box" functional questions. Our goal is to assist your users with functional questions that will allow them to take advantage of inherent functionality within the application. Please note this is not meant to be "User Training", nor is it meant to be "process engineering". We have provided some common "How do I" questions below to set expectations for the type of questions that will be answered:

- a) How do I open or close a fiscal period? How do I book a wire transaction?
- b) How do I delete a stuck user? How do I change a user's permissions?

Database Restore from a Recent Backup

In the event of system data loss due to user error or some other event, Tribridge will work with SOM to perform a full database restore if the customer has a recent backup readily available.

Tribridge relies on SOM to provide a valid database backup. Any issues that result from the restoration of an invalid or corrupt database are the responsibility of SOM.

Out of Scope Services

Tribridge offers Project based professional services for your organization's Dynamics needs that are in excess of the scope of this agreement. In general, any services deemed to be too complex, risky or lengthy will be defined and performed under a separate Statement of Work.

Important Note - Professional Services required or requested outside the scope of this agreement may not be exchanged for services within this agreement.

- 1. <u>SaaS Environment Service Packs, Hotfixes, Upgrades</u> Applying service packs, upgrades, and hotfixes to CRM Online and Azure. This will be performed by the software provider in the SaaS environments (e.g., Microsoft).
- 2. <u>Enhancements</u> Any product enhancements to the system (e.g. screen or report changes, making fields required, building a workflow, creating an import/export routine, etc.) or any issue caused by a software publisher and SaaS software upgrade.
- 3. <u>New Integrations</u> Any new integration that needs to be created requires design, build and test time, thereby resulting in an effort that is outside the scope of Customer Care.
- 4. <u>Additional User Training</u> Any user training in excess of the "How do I" described above.
- 5. <u>New Module Implementation</u> The process required to select, configure, train and implement any new module or ISV (e.g. Document Management).
- 6. <u>Changes to Integrations not Built by Tribridge</u> Any integration that has not been designed, developed and tested by Tribridge will be supported by our Professional Services team on a "best effort" basis. Please note that situations may arise where documentation for the existing integration does not exist, and some level of documentation may needs to be created prior to making the change.
- 7. <u>Resolving user generated data problems</u> Situations arise where a user has inadvertently affected data integrity or quality and remediation efforts need to take place. Often times the situation can only be resolved by running a Microsoft Dynamics utility, importing historical data, performing manual data entry, or by updating records via direct table changes in SQL. All of these remediation activities are beyond the scope of this agreement. The only exception is the "Data Restore from a Recent Backup" scenario listed in the "In Scope" section of this agreement.
- 8. <u>Self-Upgrades</u> Remediation or system failures due to the customer performing a self-upgrade, service pack or hot fix.
- 9. Hosting / Cloud Computing Any issues related to hosting or "cloud" computing environments.
- 10. <u>Disaster Recovery Services</u> includes any data restoration activities with exception of the scenario described under "Data Restore from a Recent Backup".
- 11. Database tuning and optimization
- 12. Workstation Installations
- 13. Server Operating System Installations

Assumptions

The following assumptions have been made in regard to this agreement:

- 1. <u>Partner of Record</u> Tribridge is and will remain SOM 's Partner of Record for the Dynamics products listed above. If SOM intends to change the Partner of Record, Tribridge requires 30 days advance notice and requires that the terms presented in this agreement be re-evaluated at that time. If Tribridge is not the Partner of Record, we may not have access to information needed to resolve support issues in a timely manner.
- 2. <u>Data Reconciliation and Validation</u> With client approval, Tribridge will perform steps to resolve issues using Microsoft recommended tools, SQL Scripts and best practice techniques. SOM is responsible for verifying the data upon completion of any changes to their system and reporting any issues to Tribridge within a 24 hour period following the support incident.
- 3. <u>Microsoft and ISV Support</u> Tribridge may utilize Microsoft and ISV support incidents on behalf of SOM when required to resolve an issue.
- 4. <u>Unsupported Versions</u> Tribridge will use a "best effort" approach to resolving issues with versions of the product that are no longer supported by Microsoft. Note the final resolution may require a work-around.
- 5. <u>Source Code</u> SOM is responsible for maintaining copies of all source code if applicable and will make it available to Tribridge as needed. If source code changes have been made to the application we will assist SOM to the best of our ability but may not be able to effectively resolve your issues.
- 6. <u>Third Party Changes</u> SOM will provide full disclosure to Tribridge if any third party provides Microsoft Dynamics related services to the State. Our ability to support your applications may be hindered if other third parties have made changes to your installation.
- 7. <u>Remote Access</u> All work will be performed remotely. This agreement and the support services herein are contingent on SOM's permission to allow Tribridge to have secure remote access into SOM's network. Tribridge's remote support tools run via a downloaded applet over HTTP. Exceptions to use of this tool should be in place with your IT staff prior to your engagement with Tribridge.
- 8. <u>On Line Portal</u> The Online Portal, including without limitation, all content, is the sole and exclusive property of Tribridge. Tribridge shall not be liable for any unauthorized access or use of the Support System or for any unauthorized access or use SOM's transmission facility, computer system, equipment or data. Tribridge reserves the right to update, modify, suspend access or discontinue the Support System, in whole or in part, from time-to-time.
- 9. Tribridge reserves the right to suspend services if payment in full is not made in accordance with the requirements of this Contract.

Authorized Contacts

SOM must select authorized representatives ("Authorized Contacts") to work with the Tribridge Customer Care team. All support requests must route through these authorized contacts. SOM may select a new Authorized Contact by providing Tribridge their contact information with prior notice, and must immediately notify Tribridge, in writing, to deactivate any Authorized Contact from having access to the Online Portal. Additional Authorized Contacts may be requested.

SCHEDULE E – Pricing

This is a firm fixed price, deliverables-based contract. The tables below detail that pricing and the timing of payments.

Cost Table 1A: Project Cost Summary

Project Costs	(\$)
Initiation, Planning and Requirements Validation	335,424
Software Licenses*	36,075
Implementation	1,166,210
Training	74,630
Recurring Operations, Maintenance and Support**	528,300
Total Project Costs	\$2,140,639

*See Cost Table 3 for Year 1 Software License Detail

**See Cost Table 4 for Recurring Annual Costs Detail

Cost Table 1B: Project Cost plus Optional Future Enhancements

Item	(\$)
Project Costs	2,140,639
Optional Future Enhancements*	776,750
Total Contract Value	\$2,917,389

*See SOW section 1.104.G. regarding use of Optional Future Enhancement funding.

MILESTONE	DELIVERABLE	COST
	Documentation verifying and validating	
	requirements	150,585
	Current Business Operations Document	32,462
	Conceptual Business Operations Document	76,142
Initiation, Planning and Requirements Validation	Conceptual Business Work Flow Diagram	36,830
	Final Project Plan	30,670
	Final Report Formats	8,735
	Final EASA	0
	Final DTMB 0170	0
	Microsoft Dynamics CRM Online Professional	EA Purchase
	Microsoft Dynamics CRM Online Non-	EA Purchase
	Production Instances	
	Azure Servers	EA Purchase
	Bing Maps w/ Geo Coding	EA Purchase
Software Licenses	Premier Support Online	EA Purchase
	CRM Portal Add-on (Adxstudio)	EA Purchase
	Scribe Online w/Replication Services	11,400
	North52 Enterprise	4,995
	EasyTerritory	10,080
	EasyTerritory Public Access	9,600
	Data Conversion and Migration	247,352
	Configuration	336,021
	Customization: Adxstudios Portal	126,561
Implementation	Installation	7,063
	Testing	195,870
	Interfaces/Integration	139,775
	"Go-Live" / System Cutover	113,568
	End User training	48,140
Testates	Technical training	11,014
Training	System Administrator training	11,014
	Train the Trainer training	4,462
	Year 2	132,075
	Year 3	132,075
Recurring Operations, Maintenance and Support	Year 4	132,075
	Year 5	132,075
тот		\$2,140,639

Cost Table 2: Project Cost Detail by Milestone

Software License(s)	Product Name and Version	License Type	Unit Cost (\$)	Numb er of Licens es	Total Cost (\$)	Comments
Software as a Service (SaaS) Licenses						All Microsoft Products will be procured
Microsoft Dynamics CRM Online Professional	CRM2016 Professional USL	Individual		30		through the State of Michigan Enterprise
Microsoft Dynamics CRM Online Non-Production Instances	CRM2016	Server		2		Agreement (EA) buying process.
Azure Servers	Azure	Server		2		License types and quantities are provided
Bing Maps w/ Geo Coding	Bing Maps Internal Website 100K hits/month	Enterprise		1		in this table for reference purposes only.
Premier Support Online	Professional Direct	Enterprise		1		Only.
Adxstudio	CRM Add-on Portal	Enterprise		1		
SubTotal					N/A	
Third Party Licenses						Licensing is shown as
Scribe Online w/Replication Services	Scribe Online RS	Enterprise	11,400	1	11,400	annual cost and is due prior to beginning of
North52 Enterprise	North52 BPA Annual	Enterprise	4,995	1	4,995	each subscription year.
EasyTerritory	EasyTerritory User	Individual	336	30	10,080	
EasyTerritory Public Access	EasyTerritory Public Access	Enterprise	9,600	1	9,600	
SubTotal	SubTotal 3		36,075			
Total SaaS and Third Party					\$36.075	

Cost Table 3: Year 1 Software License Cost Breakdown

Cost Table 4A: Recurring Annual Cost Breakdown: Years 2–5

Item	Year 2	Year 3	Year 4	Year 5	Total
Scribe Online w/RS	\$11,400	\$11,400	\$11,400	\$11,400	\$45,600
Third-Party License (list): North52 Business Process Automation	4,995	4,995	4,995	4,995	19,980
Third-Party License (list): EasyTerritory User	10,080	10,080	10,080	10,080	40,320
Third-Party License (list):EasyTerritory Public Access	9,600	9,600	9,600	9,600	38,400
Help Desk Support	96,000	96,000	96,000	96,000	384,000
Total	\$132,075	\$132,075	\$132,075	\$132,075	\$528,300

Cost Table 4B: Recurring Annual Cost Breakdown: Years 6-10 (Optional)

Item	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Scribe Online w/RS	\$12,540	\$13,160	\$13,825	\$14,525	\$15,250	\$69,300
Third-Party License (list): North52 Business Process Automation	5,495	5,745	5,995	6,245	6,745	\$30,225
Third-Party License (list): EasyTerritory User	11,000	11,600	12,200	12,800	13,600	\$61,200
Third-Party License (list):EasyTerritory Public Access	11,000	11,600	12,200	12,800	13,600	\$61,200
Help Desk Support	98,900	102,000	105,000	108,500	111,500	\$525,900
Total	\$138,935	\$144,105	\$149,220	\$154,870	\$160,695	\$747,825

Cost Table 5: Itemized Customizations

Requirement	Cost
001.7	3406
101.16	3406
101.20	2610
101.22	5335
101.23	3406
101.24	2610
107.2	2610
107.3	2610
107.4	2610
107.5	2610
107.6	2610
107.7	2610
119.2	5335
119.5	5335
119.6	5335
119.7	3406
119.9	2610
119.10	2610
119.11	2610
119.12	3406
119.13	2610
119.14	2610
119.15	2610
119.16	3406
119.17	5335
119.18	5335
119.19	3406
119.20	3406
119.21	2610
119.22	3406
119.23	5335
119.24	5335
131.15	5335
201.8	5335
201.17	3406
TOTAL	\$126,561

Cost Table 6: Future Enhancements Rate Card

Staffing Category	Hourly Rate
Tribridge CRM Resource	\$205/hr.
EasyTerritory Resource	\$195/hr.
Mapping Go Data Platform Specialist	\$275/hr.

NOTE: For Option Years 6-10, rates may increase by no more than 4% per annum.

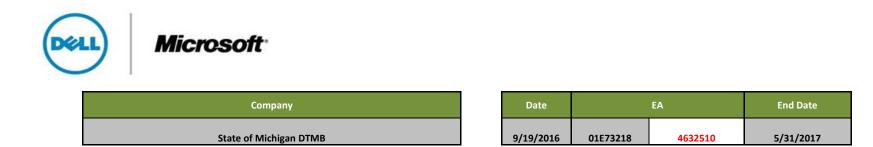
TOTAL	_			\$2,140,639
Payment: Software Maintenance & Support - Year 5	1yr Prepaid	9/16/20	9/15/21	\$132,075
Payment: Software Maintenance & Support - Year 4	1yr Prepaid	9/16/19	9/15/20	\$132,075
Payment: Software Maintenance & Support - Year 3	1yr Prepaid	9/16/18	9/15/19	\$132,075
Payment: Software Maintenance & Support - Year 2	1yr Prepaid	9/16/17	9/15/18	\$132,075
Payment: Production Go Live	0 days	9/15/17	9/15/17	\$113,568
Post Go-Live Support	10 days	9/4/17	9/15/17	
Production Go-Live	10 days	8/21/17	9/1/17	
Final Legacy Data Conversion/Migration	5 days	8/21/17	8/25/17	
Payment: Technical, System Administrator, End User Training Complete	0 days	8/18/17	8/18/17	\$70,168
End User Training Sessions	10 days	8/7/17	8/18/17	
System Administrator Training Sessions	5 days	7/31/17	8/4/17	
Technical Training Sessions	5 days	7/24/17	7/28/17	
Payment: System Testing Complete	0 days	7/21/17	7/21/17	\$195,870
Data Migration Testing/Data Validation	40 days	5/8/17	6/30/17	¢405.070
System Testing	60 days	5/1/17	7/21/17	
Payment: Interfaces/Integration Development Complete	0 days	4/28/17	4/7/17	\$177,558
Payment: Data Migration Development Complete	0 days	4/28/17	4/7/17	\$164,902
Payment: Solution Development Complete	0 days	4/28/17	4/28/17	\$224,014
Payment: Train the Trainer Training Complete	0 days	3/17/17	3/17/17	\$4,462
Train the Trainer Training Sessions	5 days	3/13/17	3/17/17	* • • •
Interfaces/Integration Build Review	30 days	3/20/17	4/28/17	
Data Migration Build Review	20 days	4/3/17	4/28/17	
Solution Build Review	40 days	3/6/17	4/28/17	
Interfaces/Integration Development	50 days	2/20/17	4/28/17	
Data Migration Development	40 days	3/6/17	4/28/17	
Solution Development	60 days	2/6/17	4/28/17	
Payment: Interfaces/Integration Design Document	0 days	2/3/17	2/3/17	\$88,778
Payment: Data Migration Plan Document	0 days	2/3/17	2/3/17	\$82,450
Payment: Solution Design Document	0 days	2/3/17	2/3/17	\$112,007
Interfaces/Integration Design Document Development	30 days	12/26/16	2/3/17	
Interfaces/Integration Design Workshops	30 days	12/19/16	1/27/17	
Data Migration Plan Development	30 days	12/26/16	2/3/17	
Data Migration Planning Workshops	30 days	12/19/16	1/27/17	-
Solution Design Document Development	30 days	12/26/16	2/3/17	
Solution Design Workshops	30 days	12/19/16	1/27/17	
Workflow Diagram Document Development	-	12/16/16	12/16/16	ψ1-0,-04
Payment: Final Current/Future Operations Document with	0 days			\$145,434
Document Development	20 days	11/7/16	12/16/16	
Final Current/Future Operations Document with Workflow Diagram				
Payment: Final Requirements Document	0 days	12/9/16	12/9/16	\$150,585
Final Requirements Document Development	30 days	10/24/16	12/9/16	<i>\\</i>
Payment : Final Project Plan	0 days	11/22/16	11/25/16	\$39,405
Final Project Plan Development	15 days	10/31/16	11/25/16	
Business Process Review Workshops	20 days	11/7/16	12/9/16	
Requirements Workshops	20 days	10/17/16	11/11/16	
Project Kickoff	1 day	10/12/16	10/12/16	\$7,005
Payment: Software Installation	0 days	10/28/16	10/28/16	\$7,063
Payment: 100% SaaS and Third Party Licenses Software Installation	0 days 5 days	10/11/16 10/24/16	10/11/16 10/28/16	\$36,075
Software Activation	0 days	10/11/16	10/11/16	

Cost Table 7: Project and Payment Schedule

Microsoft Product Costs

Microsoft products will be purchased through the State's Microsoft Enterprise Agreement. Pricing shown below is based on the current Microsoft Enterprise Agreement (MS EA). The MS EA expires May 31, 2018. Pricing shown for dates after May 31, 2018 are estimates only and will be based on the pricing of the future MS EA.

Pricing: October 1, 2016 – May 31, 2017



MFG. Part #	Description	Level	Qty	# of Months		Unit Price	То	Total Unit Price	
Microsoft Subscription Products									
2RM-00001	DynCRMOL-PortalAddOn ShrdSvr ALNG SubsVL MVL Addon	D	1	8	\$	388.59	\$	3,108.69	
DSD-00030	DynCRMOnInPro ShrdSvr ALNG SubsVL MVL Restricted PerUsr	D	30	8	\$	50.45	\$	12,108.92	
E5W-00001	DynCRMOnInProDirSprt ShrdSvr ALNG SubsVL MVL PerUsr	D	30	8	\$	9.39	\$	2,254.21	
T6V-00011	BingMapsIntrnIWbst ALNG SubsVL MVL Usage100KTrnsctns AddOn	D	1	8	\$	645.01	\$	5,160.09	
U2V-00007	BingMapsEntPlatform ALNG SubsVL MVL Srvcs	D	1	8	\$	96.42	\$	771.35	
V6W-00001	DynCRMOnInNonProdInst ShrdSvr ALNG SubsVL MVL Restricted Srvcs	D	1	8	\$	116.95	\$	935.60	
J5U-00001	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	D	6	8	\$	101.00	\$	4,848.00	
				Total			\$	29,186.87	

Pricing: June 1, 2017 – May 31, 2018



Company	Date	E	End Date		
State of Michigan DTMB	6/1/2017	01E73218	4632510	5/31/2018	

MFG. Part #	Description	Level	Qty	# of Months	Unit Price		Total Unit Price	
	Microsoft Subscription Produc	<u>cts</u>	-					
2RM-00001	DynCRMOL-PortalAddOn ShrdSvr ALNG SubsVL MVL Addon	D	1	12	\$	388.59	\$	4,663.03
DSD-00030	DynCRMOnInPro ShrdSvr ALNG SubsVL MVL Restricted PerUsr	D	30	12	\$	50.45	\$	18,163.38
E5W-00001	DynCRMOnInProDirSprt ShrdSvr ALNG SubsVL MVL PerUsr	D	30	12	\$	9.39	\$	3,381.32
T6V-00011	BingMapsIntrnlWbst ALNG SubsVL MVL Usage100KTrnsctns AddOn	D	1	12	\$	645.01	\$	7,740.13
U2V-00007	BingMapsEntPlatform ALNG SubsVL MVL Srvcs	D	1	12	\$	96.42	\$	1,157.03
V6W-00001	DynCRMOnInNonProdInst ShrdSvr ALNG SubsVL MVL Restricted Srvcs	D	1	12	\$	116.95	\$	1,403.40
J5U-00001	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	D	6	12	\$	101.00	\$	7,272.00
				Total			\$	43,780.30

Pricing: June 1, 2018 – May 31, 2019



Company	Date	E	End Date		
State of Michigan DTMB	6/1/2018	01E73218	4632510	5/31/2019	

*Note: pricing for budget purpose only, subject to change

MFG. Part #	Description	Level	Qty	# of Months	Unit Price*		Total Unit Price	
	Microsoft Subscription Produc	<u>cts</u>	-		-			
2RM-00001	DynCRMOL-PortalAddOn ShrdSvr ALNG SubsVL MVL Addon	D	1	12	\$	388.59	\$	4,663.03
DSD-00030	DynCRMOnInPro ShrdSvr ALNG SubsVL MVL Restricted PerUsr	D	30	12	\$	50.45	\$	18,163.38
E5W-00001	DynCRMOnInProDirSprt ShrdSvr ALNG SubsVL MVL PerUsr	D	30	12	\$	9.39	\$	3,381.32
T6V-00011	BingMapsIntrnlWbst ALNG SubsVL MVL Usage100KTrnsctns AddOn	D	1	12	\$	645.01	\$	7,740.13
U2V-00007	BingMapsEntPlatform ALNG SubsVL MVL Srvcs	D	1	12	\$	96.42	\$	1,157.03
V6W-00001	DynCRMOnInNonProdInst ShrdSvr ALNG SubsVL MVL Restricted Srvcs	D	1	12	\$	116.95	\$	1,403.40
J5U-00001	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	D	6	12	\$	101.00	\$	7,272.00
				Total			\$	43,780.30

Pricing: June 1, 2019 – May 31, 2020



Company	Date	E	End Date	
State of Michigan DTMB	6/1/2019	01E73218	4632510	5/31/2020

*Note: pricing for budget purpose only, subject to change

MFG. Part #	Description	Level	Qty	# of Months	Unit Price*		Total Unit Price	
	Microsoft Subscription Produc	<u>cts</u>	-					
2RM-00001	DynCRMOL-PortalAddOn ShrdSvr ALNG SubsVL MVL Addon	D	1	12	\$	388.59	\$	4,663.03
DSD-00030	DynCRMOnInPro ShrdSvr ALNG SubsVL MVL Restricted PerUsr	D	30	12	\$	50.45	\$	18,163.38
E5W-00001	DynCRMOnInProDirSprt ShrdSvr ALNG SubsVL MVL PerUsr	D	30	12	\$	9.39	\$	3,381.32
T6V-00011	BingMapsIntrnlWbst ALNG SubsVL MVL Usage100KTrnsctns AddOn	D	1	12	\$	645.01	\$	7,740.13
U2V-00007	BingMapsEntPlatform ALNG SubsVL MVL Srvcs	D	1	12	\$	96.42	\$	1,157.03
V6W-00001	DynCRMOnInNonProdInst ShrdSvr ALNG SubsVL MVL Restricted Srvcs	D	1	12	\$	116.95	\$	1,403.40
J5U-00001	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	D	6	12	\$	101.00	\$	7,272.00
				Total			\$	43,780.30

Pricing: June 1, 2020 – May 31, 2021



Company	Date	E/	A	End Date
State of Michigan DTMB	6/1/2020	01E73218	4632510	5/31/2021

MFG. Part #	Description	Level	Qty	# of Months	Unit	Unit Price*		al Unit Price
	Microsoft Subscription Produ	<u>icts</u>	-					
2RM-00001	DynCRMOL-PortalAddOn ShrdSvr ALNG SubsVL MVL Addon	D	1	12	\$	388.59	\$	4,663.03
DSD-00030	DynCRMOnInPro ShrdSvr ALNG SubsVL MVL Restricted PerUsr	D	30	12	\$	50.45	\$	18,163.38
E5W-00001	DynCRMOnInProDirSprt ShrdSvr ALNG SubsVL MVL PerUsr	D	30	12	\$	9.39	\$	3,381.32
T6V-00011	BingMapsIntrnIWbst ALNG SubsVL MVL Usage100KTrnsctns AddOn	D	1	12	\$	645.01	\$	7,740.13
U2V-00007	BingMapsEntPlatform ALNG SubsVL MVL Srvcs	D	1	12	\$	96.42	\$	1,157.03
V6W-00001	DynCRMOnInNonProdInst ShrdSvr ALNG SubsVL MVL Restricted Srvcs	D	1	12	\$	116.95	\$	1,403.40
J5U-00001	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	D	6	12	\$	101.00	\$	7,272.00
				Total			\$	43,780.30

*Note: pricing for budget purpose only, subject to change

ASSUMPTIONS

Licensing Assumptions

- 1. Based on 30 internal users for Microsoft Professional CRM Licensing as add-on for Office365
- 2. Professional Direct Support Plan for Microsoft Dynamics CRM (up to 100 users)
- 3. Hosted by Microsoft using CRM Online licensing and Azure Cloud Services
- 4. Assumes no more than 100,000 geocoding calls to Bing Service each month.
- 5. Assumes one production and one development instance of Microsoft Dynamics CRM Online.
- 6. Assumes 100K external Bing map hits/month and 100K internal hits/month
- 7. Up to 5 data connections for Scribe Online with Replication Services
- 8. Azure Cloud Services for Reporting and Storage
- 9. State will buy Microsoft Licensing and Services through Enterprise Agreement (cost estimates are not provided in this proposal)

Support Assumptions

- f. Microsoft Professional Direct Support for CRM Online (outlined in Maintenance and Support Section)
- g. Tribridge Customer Care Unlimited Options (other options for pre-paid hours may be available at a lower annual fee)

Scope Assumptions

- 10. Tribridge assumes that this is a fixed bid proposal with limited ability to change pricing once the project has commenced. Consequently, Tribridge has allocated risk reserve and contingencies based on interpretation of the RFP. Further discovery, beyond the scope of the normal question and answer process associated with procurement efforts, may reduce the perceived risks and corresponding level of effort estimates.
- 11. Blended cost for labor resources for each provider given scoping uncertainty referenced above

Project Assumptions

The following assumptions provide specific details associated with the implementation of the proposed solution and have been made in regard to this project. These assumptions are critical to SHPO's understanding of the services to be delivered by Tribridge and the expectations associated with the successful delivery of the project.

General Assumptions:

<u>Management Commitment.</u> Our experience shows that successful projects require strong management commitment. Executive sponsorship of this project is essential. Our implementation experience has proven that projects with strong executive involvement go more smoothly, produce expected budget results, and have strong client satisfaction. Accordingly, a Steering Committee will be put in place to assist with critical design and procedural decisions.

 <u>Project Team Commitment.</u> To keep the project on schedule, we expect the core MiSHPO project team to be dedicated to the project for key activities such as functional system mapping sessions, pilot testing, system testing, training and "Go Live" activities. The timeframe outlined assumes we are able to effectively coordinate the schedules of SHPO. We will keep you informed when scheduling issues have the potential to impact the milestone dates or costs.

> We have assumed that each project manager will assist with the coordination of Project Team member schedules and will participate in all areas of the project alongside the Project Team. In addition, each project manager will communicate with the Tribridge team regarding any changes in the MiSHPO Project Team, team member commitment, team member capabilities, and/or scheduling issues that may impact the milestone dates. The MiSHPO Project Manager will also serve as the point person to resolve issues where there is conflicting input from the MiSHPO team (e.g., two different thoughts on how a process should work).

- Internal IT Support. We expect that SHPO will identify an internal resource, typically an IT team member, as the Dynamics CRM technical lead. Our experience shows that this person should be identified as early in the project as possible in order to learn as much as possible from the Tribridge team. It is our expectation that this person will be required to spend approximately 50 percent of his/her time on this engagement.
- <u>Changes to Scope.</u> Any material changes to project scope as outlined in the Scope and Assumptions section of this document will be formally documented and expedited to the Steering Committee for review. Accordingly, the project team will not add or remove items from the scope of work without authorization from the Steering Committee.
- <u>Communication Plan.</u> Change management activities and communication planning and delivery can be very important during a software implementation project. Tribridge can assist in this area if needed, but we have not included time to provide these items during this implementation. SHPO personnel will be responsible for creating the messages and executing all tasks in the communication plan on a timely basis.
- <u>Project Management.</u> Unless the parties agree that weekly meetings would be beneficial, we will conduct bi-weekly status meetings with the project team and Steering Committee meetings, as needed, throughout the project. We will prepare written status reports detailing accomplishments, next steps, and outstanding issues. Additionally, we will review key decisions, budget, project timeline, and issues for resolution. We will present these status updates in a discussion format so that the MiSHPO project team and management remain actively involved in the project, and so that all questions and issues are addressed in a timely manner.

- <u>Quality Assurance</u>. Tribridge has included time in the project to follow quality assurance disciplines and practices throughout all phases of the implementation, including deliverable reviews and regular executive touch.
 - Site Accommodations. Tribridge will perform key tasks onsite at offices at your specified location such as design sessions, testing, training, and deployment. A work area/project room will be dedicated for the duration of the project with ample workstations and ports to allow access to the application and Internet. Remote secured access (VPN) will be required to allow us to perform some tasks from our office. Ongoing Tribridge support requires usage of Tribridge remote support assistance tools (i.e. Team Viewer, LogMeIn, over HTTP, etc.). Tribridge understands that it must maintain an Office 365 license for the duration of this Contract.
 - <u>Tribridge Team Availability.</u> In order to provide the strongest team possible to this and every project, Tribridge believes that supporting our team members is a crucial component of our delivery. Therefore, it is important to understand that our team (or individual team members) will not be available at certain times during the expected timeframe of this project to accommodate Tribridge holidays, scheduled Tribridge team meetings, and scheduled team member commitments, training, and/or vacation dates. We will work with you to ensure you are aware of these dates during the course of the project as part of our ongoing planning and status meetings.
 - <u>Projected Project Duration.</u> Once we receive the signed contracts, deposit, and payment for Software, we will work with you to determine a project start date that both meets your business objectives and allows us to staff the project effectively. We anticipate this project to take approximately 8 months to complete and we have based our estimates on this timeline. Any changes to the project start date (once agreed by both parties) and timeline may also impact the estimated cost of the project as resources may need to be held for the project or ramp down/ramp up when needed. This change will be handled as per the change management process.

Design Assumptions:

- <u>Business Requirements & Reference Materials.</u> SHPO will provide reference materials such as existing process flows, sample reports, screen shots, spreadsheets, and requirements lists that will assist Tribridge in gaining an initial understanding of your business and to aid in facilitating the design sessions. Tribridge will conduct the following requirements and discovery related sessions in coordination with the SHPO staff over a four (4) week period utilizing up to two (2) Tribridge resources:
 - 1.1.1.1.1.1 Business Discovery
 - 1.1.1.1.1.2 Data Migration Discovery
 - 1.1.1.1.3 Integration Discovery
 - **1.1.1.1.1.4** Application Development Discovery
 - 1.1.1.1.1.5 Report/Dashboard Discovery

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<u>System Design Documentation.</u> As a result of the requirements and discovery related sessions, Tribridge will provide the following system design documentation:

- Traceability Matrix
- Functional Design Document
- Technical Design Document
- Data Migration Design Document
- Integration Design Document
- <u>Standard Functionality.</u> Throughout this review, we have assumed that the standard functionality provided by Dynamics CRM will satisfy SHPO's requirements to accomplish key functions. Exactly how those functions are accomplished is always open to design. As organizations move into a new packaged software environment, it is typical for them to alter their processes and procedures in order to accommodate the methods by which the software packages accomplish particular functions. Accordingly, we have identified which functions are supported by Dynamics CRM, but we have assumed that SHPO is willing to reasonably modify its business processes and procedures to work within the standard functionality of the software, unless otherwise specifically identified. If SHPO is unwilling to accept this standard functionality, and customizations or modifications of the software are required beyond what is specified, this will be viewed as a change in scope which may require additional time or consulting fees to be incurred.
- <u>Functional System Design & Prototyping.</u> Tribridge will lead and assume responsibility for mapping the business process functionality with the Dynamics CRM functions, including screen configuration, security requirements, reports, and workflows. Tribridge will develop prototypes based upon the approved requirements and Customer feedback. Tribridge will provide prototype reviews, to offer functional business users the ability to visualize the system's functionality, provide final feedback and freeze the design. The success of this step is imperative to ensure successful deployment. Although prototyping will help visualize the future system, it does not demonstrate the system in a production-ready state. Based on the documented requirements, Tribridge will develop a system design document, which serves as a guide for the configuration of the solution throughout the project's life cycle. Tribridge will obtain approval and sign-off from Customer prior to moving forward. Tribridge has included time to conduct four (4) prototype reviews.
- <u>System Architecture Review.</u> One of the key elements to a successful implementation is ensuring the infrastructure is thoroughly planned to meet performance needs, ensure system availability, and provide scalability for future growth. Tribridge will provide Customer with server and configuration recommendations based on business requirements to ensure an optimal environment.

Build & Test Assumptions:

- Install. Tribridge will perform the install of Microsoft Dynamics CRM Online, North52 Business Process Automation, EasyTerritory and Scribe Online in a total of up to three (3) environments.
- <u>Software Configuration/Customization.</u> Tribridge will lead and assume responsibility for the design, build, test and implementation of Dynamics CRM software configurations/customizations. When reasonably necessary, Tribridge will recommend alternatives to existing processes to more easily adapt to the application platform. During this step, system parameters are defined and created, and Dynamics CRM screens are configured using the Microsoft Dynamics CRM Customization tool and/or application development tools. Tribridge has included time to configure the Dynamics CRM core application entities to meet the needs of SHPO.
- <u>North52 Formula Manager.</u> Tribridge has included time to configure up to twenty-five (25) business automation rules using North52 Formula Manager.
- <u>Ad studio.</u> Tribridge has included time to configure up to four (4) portal pages using Ad studio.
- SDK Customizations. The development platform is the heart of Dynamics CRM and allows for robust web development tools. When you use the Microsoft Dynamics CRM SDK, you are building on top of this system. Microsoft includes out of box product configuration for creation of entities, forms, and fields including built in security management. Further customizations, integrations and interfaces can be built using Microsoft .NET and web service technologies. Tribridge has not included time for the development of custom functionality that would require the use of Microsoft.NET, web service technologies or the use of the Dynamics CRM SDK. If additional requirements are identified not included in the scope of work described herein, Tribridge will provide an updated cost via a Change Order.
- <u>Entity Auditing.</u> Tribridge has included time to configure up to ten (10) entities for auditing. Tribridge will train SHPO to configure additional auditing as needed, as referenced in the Technical Training Assumption.
- <u>Duplicate Detection Rules.</u> Tribridge has included time to configure up to ten (10) duplicate detection rules. Tribridge will train SHPO to configure additional duplicate detection rules as needed, as referenced in the Technical Training Assumption.
- <u>Security Roles & Teams.</u> Tribridge has included time to configure up to four (4) security roles. Tribridge will train SHPO to configure additional roles as needed, as referenced in the Technical Training Assumption.

- <u>Custom Entities</u>. Tribridge has included time to configure up to ten (10) custom entities to track the following information within Microsoft Dynamics CRM. Tribridge will train SHPO how to configure additional entities within the system, as needed, as referenced in the Technical Training Assumption.

 1.1.1.1.1.6 Historic Place Register
 1.1.1.1.7 Accests
 - 1.1.1.1.1.7 Assets
 - 1.1.1.1.1.8 Bibliography Register
 - 1.1.1.1.1.9 Document Register
 - 1.1.1.1.10Historic Person Register
 - 1.1.1.1.11Photographic Register
 - 1.1.1.1.1.12Historic Period Register
 - 1.1.1.1.1.13Lexicon Register
 - 1.1.1.1.14General Register
 - <u>Main Forms</u>. Tribridge has included time to configure the main form on each entity used within Microsoft Dynamics CRM. Tribridge will train SHPO on how to configure additional forms within the system, as needed, as referenced in the Technical Training Assumption.
 - <u>Workflow.</u> Tribridge has included time to create up to twenty (20) workflows to address primary business processes. To support the creation of additional workflows, Tribridge will provide technical training for MiSHPO team members on how to implement workflows.
 - <u>Templates.</u> Tribridge has not included time to email and Word mail merge templates. To support the creation of templates, Tribridge will provide technical training for MiSHPO team members on how to develop templates.
- <u>System Testing.</u> SHPO will document user test scenarios to assist with the system testing effort. The majority of tasks in the system testing will be performed by SHPO with Tribridge's guidance. Generation of test scripts will be performed by SHPO. Tribridge and SHPO will test of all end-to-end processes, integrations, and migrated data. Tribridge will not be involved in development or execution of User Acceptance Testing, except in a consultative capacity or in the event of an unexpected result. Results of the activities are compared against the expected results and where necessary, changes are made to the system and the scenario is repeated. Tribridge will work jointly with SHPO to define requirements, and develop a plan/process for executing the system testing processes. Tribridge will conduct the following testing and remediation sessions over a seven (7) week period utilizing up to two (2) Tribridge resources:
- 1 Business Process Testing 2 weeks
- 2 System Testing 3 weeks
- **3** User Acceptance Testing 2 weeks

Reporting & Dashboards Assumptions:

<u>Custom Reports.</u> Tribridge and Customer will utilize Microsoft Dynamics CRM's native ad hoc query functionality wherever possible. Additionally, Tribridge will lead the design, build, test, and deployment of up to five (5) custom SQL Services Reporting Services (SSRS) reports and two (2) dashboards.

Training Assumptions:

- <u>Functional Training End Users.</u> Training is a key element which contributes to the success of the project through user adoption of the system. Functional training will be provided to the end users to enable pilot and system testing over a two (2) week period utilizing up to two (2) Tribridge resources. Designated project team members will become 'super users' of the system, and learn those aspects of the Microsoft Dynamics CRM solution that is relevant to the MiSHPO solution. Tribridge will conduct training onsite at the SHPO offices.
- <u>Administrative & Technical Training.</u> Tribridge will train the administrative and technical team. Tribridge has included up to one (1) week of administrative and technical training sessions utilizing one (1) Tribridge resource. Tribridge will provide standard Microsoft system documentation as part of the project. This training will cover the following areas:

✓ Microsoft Dynamics CRM Processes

- o Workflow
- o Dialogs
- o Business Process Flows
- ✓ Reporting Capabilities
 - o Report Wizard
 - o Dashboard Management
 - o Advanced Find Query Tool
- ✓ Administration
 - o Security Roles
 - o User Maintenance
 - o Teams
 - Field Level Security
- ✓ Microsoft Dynamics CRM Configuration Tool
 - Configuration of Forms & Views (add a field to the database, add a value to a pick list, change a label name, add/ change a view, etc.)
 - o Business Rules
- ✓ Auditing
- ✓ Duplicate Detection Rules
- ✓ Mail Merge Templates
- ✓ Scribe Online Administrative Overview

Data Migration and Integration Assumptions:

- Data Cleansing and Data Conversion Approach. The source of the historical data to be converted into Dynamics CRM is the Argus database. SHPO will produce files for export of all source data for Dynamics CRM that have a neutral file format (e.g. fixed-length consecutive text file format) to flat files and provide those to Tribridge to import into Dynamics CRM. These exports will be formatted, and the data will be filtered and cleaned by SHPO before being provided to Tribridge. We would request that "mock" data be provided in advance of the actual conversion. Personnel will be onsite during the actual "Go-Live" conversion to provide any needed assistance. Tribridge will utilize the Scribe tool for migrating data. SHPO will be responsible for all manual data entry, data clean up, and data validation, as well as for migrating data from other data sources identified during requirements and design sessions. Tribridge will perform data migration for up to ten (10) tables, and twenty (20) lookup tables.
- <u>Data Integrations.</u> Data Integrations. Tribridge will interface the following systems with Dynamics CRM. Each interface can contain a maximum of ten (10) tables and up to fifty (50) fields.
 - EasyTerritory

Support Assumptions:

- <u>"Go-Live" Support.</u> Tribridge has included four (4) weeks of "Go-Live" support in which Tribridge will work with SHPO to stabilize your Microsoft Dynamics CRM environment.
- <u>Post "Go-Live" Support.</u> Tribridge will provide post go-live support of the solution proposed as described in our warranty and in our maintenance and support agreement attached as Schedule D, which offers options to SHPO for support via email, phone and web.

SCHEDULE F – Third-Party License Agreements

The license agreements for the Microsoft Corporation software products that Contractor will use in this solution will be governed by the State's Microsoft Enterprise Agreement, as may be amended from time to time. The license agreements for all other software products that Contractor will use in this solution are attached below.

EASYTERRITORY LICENSE

IMAGER SOFTWARE, INC. (ISC), DBA EASYTERRITORY ONLINE SERVICES AGREEMENT FOR EASYTERRITORY Last Update: March 5, 2015

PLEASE READ THIS ONLINE SERVICES AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING EASYTERRITORY. BY USING EASYTERRITORY THE LICENSEE ("YOU" OR "YOUR" OR "CUSTOMER") AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE EASYTERRITORY. BY AGREEING TO THESE TERMS AND CONDITIONS, YOU ALSO AGREE TO ENSURE THAT ANY PERSON ENTITLED TO USE EASYTERRITORY, SUCH AS YOUR EMPLOYEES AND/OR CONSULTANTS, WILL ALSO ABIDE BY THE TERMS OF THIS AGREEMENT.

1. DEFINITIONS

- a. "Confidential Information" of a Party means any information in a tangible form that is disclosed by that Party pursuant to this Agreement and that (a) is identified "Confidential," "Proprietary" or in some other manner to indicate its confidential nature; or (b) would reasonably be considered to be confidential.
- b. "Documentation" means any standard ISC documentation distributed by ISC as a part of the Software.
- c. "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- d. "EasyTerritory Services" includes but is not limited to software; data; images, photographs, animations, video, audio, or music; text, scripts, or markup code; service packs, patches, or technical support in response to requests; web services; publicly available APIs or JavaScript libraries; documentation; or other information, electronic resource, or service provided in the EasyTerritory Cloud.
- e. "EasyTerritory Cloud" is the EasyTerritory Services located at or below the universal resource location http: (or https)//www.easyterritory.com
- f. "Proprietary Rights" means all rights to the Software, Documentation, and ISC's Confidential Information, including, but not limited to, patents, copyrights, trademarks, trade names, trade secrets, or rights to apply for any of the same, irrespective of whether such rights arise under Canadian, U.S., or international laws
- g. "Support Services" shall have the meaning set forth in Section 4.

- h. "Subscriber Data" means any electronic data provided by Subscriber to ISC via the EasyTerritory Services.
- i. "Subscription" shall have the meaning set forth in Section 11.
- j. "Subscription Fees" means the fees payable by Subscriber for the Subscription.
- k. "Subscription Term" means the period of time for which Subscriber paid the Subscription Fees.
- I. "User" means each person who is authorized by Subscriber to access or use EasyTerritory Services, directly or indirectly.
- 2. GRANT OF LICENSE
 - a. License. Subject to the terms and conditions of this Agreement, ISC agrees to provide Subscriber the subscription services ("Subscription"). ISC grants to Subscriber as part of the Subscription, a non-exclusive, nontransferable right to use EasyTerritory Services. Subject to the terms of this Agreement, Subscriber may allow its employees and independent consultants to use EasyTerritory Services solely for the benefit of Subscriber; provided, however, Subscriber remains responsible for any breach of this Agreement.
 - b. Restriction on Use. Use of EasyTerritory Services shall be only for Subscriber's own internal business operations (not for the benefit of any other person or entity) for the duration of the Subscription Term, provided Subscriber has and continues to pay the applicable Subscription Fees. Access to EasyTerritory Services is only for the maximum number of authorized Users for whom Subscriber has paid the Subscriber Fees. All fees paid for EasyTerritory Services are nonrefundable. Subscriber may only exceed the number of ordered Users if Subscriber increases its order and pays additional Subscription Fees. Other than as expressly authorized in this Section 2 or as expressly permitted by applicable law, Subscriber may not: (a) copy the Software or any portion thereof; (b) use the Software to store or transmit Malicious Code, or infringing, tortious or otherwise unlawful materials; or (c) interfere with the business or operations of ISC.
 - c. Audit Rights. ISC may request written certification from Subscriber regarding Subscriber's use of the EasyTerritory Services. Customer agrees to respond to any such request within 15 business days of such request. If Subscriber's use is greater than contracted, Subscriber shall be invoiced for any unlicensed use, and the unpaid subscriber fees shall be payable in accordance with Section 2b of this Agreement. Payment under this provision shall be EasyTerritory's sole and exclusive remedy to cure these issues. Unless specifically authorized in writing in advance by ISC, Subscriber may not rent, lease or timeshare the EasyTerritory Services or provide subscription services for the EasyTerritory Services or permit others to do so.

3. PRICES AND PAYMENTS.

- a. Prices. Pricing for the EasyTerritory Services shall be as set forth in the Subscriber's Purchase Order.
- b. Payment. All payments (including fees for additional Software, support, training, taxes, etc.) shall be due within 30 days of the date of ISC invoice.

- c. Pricing Changes. ISC shall have the right to change the fees and prices for the EasyTerritory Services at any time. Prices shall be effective as of the date they are posted on the Website. Notwithstanding the foregoing, Price changes shall not affect the Subscriber's then current Subscription fees and shall only come into effect at the time of renewal of the Subscription.
- d. Taxes. All Subscriber Fees are exclusive of any export, withholding, federal, state and local taxes and duties and Subscriber is responsible for paying all taxes it is required to pay by law.
- e. Late Payments. All amounts that are not paid by Subscriber by the date required by this Agreement shall be subject to a late charge equal to the lesser of one and one-half percent (1.5%) per month and the maximum allowed by applicable law. In the event that any payment due under this Agreement is overdue, ISC reserves the right to suspend the rights granted under this Agreement until such delinquency is corrected.
- f. Refunds. All charges are non-refundable unless expressly stated otherwise, or otherwise provided by law.

4. SUPPORT SERVICES.

- a. Updates and Upgrades. ISC may from time to time conduct updates and upgrades to the EasyTerritory Services, which may temporarily affect the use of the Software. To the extent that the use of the Software will be affected during such ISC updates and upgrades, ISC will provide prior notice of such updates and upgrades to Subscriber and will, to the extent possible, be conducted outside of regular business hours.
- b. Technical Support. Subscribers may contact ISC through the EasyTerritory portal or via email for technical support provided during the operation hours of 8:00 AM EST to 5:00 PM EST, Monday through Friday excluding nationally recognized holidays.
- c. Azure SLA Dependency. EasyTerritory Services are hosted in Microsoft Windows Azure ("Thirdparty Hosting Environment") and are bound by their SLA (<u>http://azure.microsoft.com/en-</u> <u>us/support/legal/sla/</u>) YOU EXPRESSLY ACKNOWLEDGE AND AGREE ISC MAY NOT BE ABLE TO REMEDY ISSUES WITHIN A THIRD-PARTY HOSTING ENVIRONMENT

5. PROPRIETARY RIGHTS AND PROTECTION THEREOF.

a. Acknowledgment. The Software is licensed as a subscription, not sold, by ISC to Subscriber, and nothing in this Agreement will be interpreted or construed as a sale or purchase of the Software. ISC and Subscriber acknowledge and agree that, as between ISC and Subscriber, ISC owns and will own all rights, title, and interest, including all intellectual property rights therein and thereto, in and to the Software and Documentation, and no title to the Proprietary Rights is transferred to Subscriber. The use by Subscriber of the Proprietary Rights is authorized only for the purposes set forth herein and, upon termination of this Agreement for any reason, such authorization will cease. Subscriber will not have any rights in or to the Software except as expressly granted in this Agreement. ISC reserves to itself all rights to the Software not expressly granted to Subscriber under this Agreement.

- b. No Other Rights. Subscriber may not, directly or through any person or entity, in any form or manner, decompile, reverse engineer, disassemble or otherwise attempt to derive source code or object code from the Software, except as explicitly permitted under this Agreement or expressly permitted by applicable law.
- c. Subscriber Data. ISC acknowledges that all Subscriber Data belongs to Subscriber and that other than specifically provided herein, ISC acquires no rights, title or interest thereto. ISC shall maintain commercially reasonable safeguards for the protection and security of Subscriber Data. Other than as specifically permitted by Subscriber in writing, ISC shall not: (a) modify the Subscriber Data; (b) disclosed the Subscriber Data unless compelled by law; or (c) access the Subscriber Data.
- d. Comments and Suggestions Should Subscriber provide ISC with comments or suggestions for the modification, correction, improvement or enhancement of the Documents or services related thereto, Subscriber grants to ISC a non-exclusive, irrevocable, worldwide, royalty-free license, with the right to sublicense, the rights to use and disclose such comments and suggestions in any manner ISC chooses, without reference to the source.

6. CONFIDENTIALITY.

- a. Nondisclosure. To the extent permitted by law, each Party shall treat as confidential all Confidential Information of the other Party, shall not use such Confidential Information except as set forth in this Agreement, and shall use best efforts not to disclose such Confidential Information to any third party unless otherwise required by law. Without limiting the foregoing, each of the Parties shall use at least the same degree of care that it uses to prevent the disclosure of its own Confidential Information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other Party under this Agreement. Each Party shall promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information.
- b. Exceptions. Notwithstanding Section 6.1, neither Party shall have liability to the other with regard to any Confidential Information of the other that the receiving Party can prove: (a) was in the public domain at the time it was disclosed or has since entered the public domain through no fault of the receiving Party; (b) was known to the receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (c) is disclosed with the prior written approval of the disclosing Party; (d) was independently developed by the receiving Party without any use of the Confidential Information, as demonstrated by files created at the time of such independent development; (e) becomes known to the receiving Party, without restriction, from a source other than the disclosing Party without breach of this Agreement by the receiving Party and otherwise not in violation of the disclosing Party's rights; or (f) is disclosed as required by law.

- c. Return of Confidential Information. To the extent permitted by law or applicable records retention policies, upon expiration or termination of this Agreement, each Party shall return all Confidential Information received from the other Party.
- d. Remedies. Any breach of the restrictions contained in this Section 6 is a breach of this Agreement that may cause irreparable harm to the non-breaching Party. Any such breach shall entitle the non-breaching Party to injunctive relief in addition to all other legal remedies.
- 7. TERMINATION. This AGREEMENT is effective until terminated. YOUR rights under this AGREEMENT will terminate with thirty (30) days written notice to cure if YOU fail to comply with any term(s) of this AGREEMENT. Upon the termination of this AGREEMENT, YOU shall cease all use of EasyTerritory Services. YOU may similarly terminate for breach upon thirty (30) days written notice to cure. YOU may terminate this Agreement at any time and without penalty, with 5 days written notice to EasyTerritory, in the event of budget shortfalls or non-appropriation of funds.
- 8. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF EASYTERRITORY (AS DEFINED ABOVE) IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. EASYTERRITORY IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ISC HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO EASYTERRITORY, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ISC DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF EASYTERRITORY THAT THE FUNCTIONS CONTAINED IN EASYTERRITORY WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF EASYTERRITORY WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN EASYTERRITORY WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ISC OR AN ISC AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.
- 9. INTELLECTUAL PROPERTY INDEMNIFICATION. ISC warrants to the LICENSEE that EasyTerritory does not infringe the intellectual property rights of a third party in the United States. ISC shall indemnify, defend and hold LICENSEE harmless from all claims, losses, liabilities, costs and expenses attributable to any allegation of intellectual property infringement in the United States arising out of this Agreement.

- 10. LIMITATION OF LIABILITY. EXCEPT IN INSTANCES OF THIRD PARTY INFRINGEMENT ACTIONS SET FORTH IN SECTION 6, TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL ISC BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE EASYTERRITORY, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ISC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. EXCEPT FOR DAMAGES RESULTING FROM SECTION 6, IN NO EVENT SHALL ISC'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF THE PURCHASE PRICE OF EASYTERRITORY. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 11. ANNUAL SUBSCRIPTION FEE. Customers are required to pay an annual subscription fee in order to obtain and hold a Subscription to EasyTerritory Services and receive upgrades. Annual Subscription Fees must be paid in accordance with ISC payment terms (Addendum I).
- 12. SUBSCRIPTION. Customers who pay Annual Subscription Fees in accordance with ISC payment terms (Addendum I) have an active "Subscription." Pursuant to 4a, ISC reserves the right to upgrade EasyTerritory at its sole discretion and make upgrades available to those customers who have an active Subscription.
- 13. CONTROLLING LAW AND SEVERABILITY. This AGREEMENT shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. This AGREEMENT, and all of the parties' respective rights and duties in connection herewith, shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to conflicts of laws and any action or similar proceeding that might arise from or in connection with this Agreement or its subject matter may be neither commenced nor maintained except in the courts located in Ingham County, Michigan. Any action against Subscriber related to this agreement must be brought in the Michigan Court of Claims.
- 14. COMPLETE AGREEMENT AND GOVERNING LANGUAGE. This AGREEMENT constitutes the entire agreement between the parties with respect to the use of EasyTerritory licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this AGREEMENT will be binding unless in writing and signed by both parties. Any translation of this AGREEMENT is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this AGREEMENT shall govern.

Addendum I

In the event the customer chooses to deploy EasyTerritory Enterprise on-premises, ISC will apply a credit for the prorated amount of the price difference to the following year's subscription cost.

SOFTWARE SERVICE – TERMS AND CONDITIONS

All capitalized terms used in this paragraph have the meaning set forth in Article 1 below. Customer's use of the Service is subject to this Agreement. If Customer does not agree to this Agreement, Customer may not use or access the Service. If you are an individual agreeing to this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement and such entity shall be the Customer. Customer's registration for, or use of, the Service shall be deemed to be its acceptance of this Agreement.

Article 1 – Definitions

1.1 "Agreement" means these Terms and Conditions and any Order Form referencing these Terms and Conditions.

1.2 "Authorized User" means employees and agents of, and contractors to, Customer and authorized by Customer to access and use the Service solely for the benefit of Customer as provided herein, subject to any limit in number stated in the Order Form

1.3 "Confidential Information" means any information of a party in any form marked or noted as confidential or proprietary or information or materials which a reasonable person should conclude is proprietary information of the disclosing party. In the case of SCRIBE, such information would include without limitation (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the Service; (ii) Documentation, benchmark results, program listings, data structures, logic diagrams, functional specifications, file formats; and (iii) system infrastructure, security/architecture design and/or operations processes (iv) discoveries, inventions, concepts, designs, flow charts, documentation, product specification program interface specifications, techniques and processes relating to the Service; (iii) technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies. In the case of Customer, such information would include without limitation Customer Data.

1.4 "Customer" means the entity or individual that has consented to this Agreement by execution of this Agreement.

1.5 "Customer Data" means any materials, data and information provided by Customer or its Authorized Users to SCRIBE in the course of using the Service.

1.6 "Documentation" means SCRIBE's electronic documentation made available to Customer as part of the Service under this Agreement.

1.7 "Order Form" means the written order form or other ordering documentation (including a registration Webpage or Website) entered into by SCRIBE and Customer which references these General Terms and Conditions.

1.8 "SCRIBE" means Scribe Software Corporation, 150 Dow Street, Suite 543A, Manchester, NH 03104, the entity providing the Service to Customer and a party to this Agreement.

1.9 "Service" means the SCRIBE software as a service described in the Order Form, including, if applicable, any SCRIBE software (and all updates, revisions, enhancements or releases thereof) required to be downloaded by Customer to use the Service (such software to be used solely in connection with the Service).

Article 2 – Service Usage Rights

2.1 Subject to the terms of this Agreement, SCRIBE grants to Customer the nontransferable and nonexclusive right during the term stated in the Order Form to permit Authorized Users to access and use the Service solely for Customer's own internal business purposes as permitted by this Agreement and the Documentation.

2.2 Customer shall not license, sell, lease, rent, outsource, host, use as a service bureau (e.g. perform data migration or data integration work as a billable service) or otherwise make available the Service or any part thereof to third parties, other than Authorized Users. Customer shall be responsible for the acts and omissions of its Authorized Users as if they were the acts and omissions of Customer.

2.3 Customer shall only make copies of any software delivered as part of the Service as stated in the Order Form. Customer shall not remove notices in the Service or any part thereof (e.g. downloaded software) that refers to copyrights, trademark rights, patent rights and other intellectual property rights. SCRIBE or its licensors owns all right, title and interest in any and all patent rights, copyrights, trademark rights and other rights and other rights or derivative works conceived or created by either party in or to the Service. Except for the limited rights expressly granted herein, this Agreement does not transfer from SCRIBE any proprietary right or interest in the Service. All rights not expressly granted to Customer hereunder in the Service are reserved to SCRIBE and its licensors.

2.4 When using the Service, Customer shall not and shall ensure that Authorized Users do not: (a) modify, translate, decompile, reverse-engineer or otherwise attempt to derive the source materials of the Service or any part thereof; (b) interfere with or disrupt the SCRIBE software and systems used to host and provide the Service, other equipment or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service made known to Customer; (c) circumvent the user authentication or security of the Service or any host, network, or account related thereto; (d) make any use of the Service that violates any applicable local, state, national, international or foreign law; (e) fail to use commercially reasonable efforts to prevent the unauthorized license, reproduction,. sale, transfer, lease, transmission, distribution or other disclosure of the Service or any part thereof, or (f) except for rights provided to Authorized Users as expressly stated in this Agreement, allow any third party to use any user identification(s), code(s), password(s), procedure(s) and user keys issued to, or selected by, Customer for access to the Service.

2.5 SCRIBE may request written certification from Customer regarding Customer's use of the Service. Customer agrees to respond to any such request within 15 business days of such request. If Customer's use is greater than contracted, Customer shall be invoiced for any unlicensed use of the Services and the unpaid fees shall be payable in accordance with this Agreement. Payment under this provision shall be SCRIBE's sole and exclusive remedy to cure these issues. Subject to Section 4.1, SCRIBE may utilize the information concerning Customer's use of the Service to improve SCRIBE products and services and to provide Customer with reports on its use of the Service.

2.6 SCRIBE may change or modify the Service at any time. SCRIBE will only be required to notify Customer of a change or modification to the Service in advance if the change or modification (i) is not within industrial standards and/or customary in the industry and (ii) does not extend and/or enhance the functionalities or architecture of the Service. If SCRIBE notifies Customer of a change and Customer does not wish to use the Service after notification of such change, Customer may within thirty (30) days of SCRIBE notification provide SCRIBE with written notice of termination of the Agreement thirty (30) days thereafter. Upon such termination, SCRIBE's sole liability will be to refund any prepaid and unearned fees.

2.7 If Customer is granted a license under this Agreement to a free version of the Service, to the extent permitted by applicable law, Customer agrees that (i) SCRIBE has no obligation to provide any particular service level or support services, and (ii) SCRIBE may cease providing the Service at any time without notice. This Section 2.7 supersedes any conflicting term of this Agreement.

2.8 Upon termination of the Service, Customer agrees to delete or otherwise destroy all copies of any SCRIBE software downloaded by it as part of the Service.

Article 3 – Support, Set up and Security

3.1 SCRIBE will provide support for the Service as may be described in the Order Form or a schedule to the Order Form.

3.2 SCRIBE will use commercially reasonable security technologies (such as encryption, password protection and firewall protection) in providing the Service, and Customer shall comply with the applicable SCRIBE security guidelines and procedures made known to Customer through the Service or otherwise. However, SCRIBE does not control the transfer of data, including but not limited to Customer Data, over telecommunications facilities, including the Internet, and SCRIBE does not warrant secure operation of the Service or that such security technologies will be able to prevent third party disruptions of the Service.

Article 4 – Customer Responsibilities and Obligations

4.1 Customer grants to SCRIBE the nonexclusive right to use Customer Data for the sole purpose of and only to the extent necessary for SCRIBE to provide the Service. SCRIBE shall use all Customer Data in accordance with the foregoing and all applicable laws and regulations, including those related to data privacy.

4.2 Customer shall be responsible for entering its Customer Data into the Service and Customer shall be responsible for the maintenance of the Customer Data supplied by it. Customer hereby represents and warrants to SCRIBE that the Customer Data is free of all viruses, Trojan horses, and comparable elements which could harm the systems or software, including Agency Software, used by SCRIBE or its subcontractors to provide the Service.

4.3 Customer shall limit the use and disclosure of all passwords used to access the Service to Authorized Users. Should Customer learn of a third party having obtained knowledge of a password, Customer shall inform SCRIBE thereof without undue delay and promptly change the password.

4.4 Customer is responsible for the connection to the Service, including the Internet connection. SCRIBE shall not be responsible for any failure to meet its obligations under this Agreement which result from or relate to the connection to the Service.

Article 5 – Prices and Terms of Payment

5.1 Customer shall pay to SCRIBE the fees for the Service as set forth in the applicable Order Form within thirty (30) days of the date of invoice.

5.2 Upon the renewal of the then-current term of an Order Form for which renewal is permitted, SCRIBE shall have the right to unilaterally increase any prices specified in the Order Form to SCRIBE's then-current fees for the applicable Service based on the length of the renewal term. SCRIBE shall notify Customer of such increase prior to the date upon which Customer must notify SCRIBE that it intends not to renew the Order Form, and any such increase shall automatically become effective on the renewal date if the Order Form is renewed.

5.3 Customer shall have no right to withhold or reduce fees under this Agreement or set off any amount against fees owed for alleged defects in the Service.

5.4 Fees do not include federal, state or local sales, foreign withholding, use, property, excise, service, or similar taxes ("Tax(es)") on payments hereunder, now or hereafter levied, all of which shall be Customer's responsibility.

Article 6 – Term, Termination and Termination Support

6.1 The term of this Agreement begins on the Effective Date set forth in the Order Form and shall continue in effect as described in the Order Form.

6.2 Notwithstanding the foregoing, a party may terminate this Agreement in the event of a breach of any provision of the Agreement which is not cured by the other party within thirty (30) days of notification by the non-breaching party. Customer may terminate this Agreement at any time and without penalty, with 15 days written notice to SCRIBE, in the event of budget shortfalls or non-appropriation of funds. Except for termination by reason of the breach hereof by SCRIBE or for termination by the Customer in the event of budget shortfalls or non-appropriation of funds, termination will not relieve Customer from the obligation to pay fees that remain unpaid. SCRIBE shall also have the right to suspend the provision of the Service to Customer upon notice (i) in the event of any delinquency in payment of amounts owed

by Customer, or (ii) SCRIBE reasonably believes that Customer's continued use of the Service may result in harm to the Service (including the systems used to provide the Service) or other SCRIBE customers, or result in a violation of applicable law, regulation, legal obligation or legal rights of another.

Article 7- Warranties by SCRIBE

7.1 SCRIBE warrants that the Service shall perform in accordance, in all material respects, with the functional specifications described in the Documentation. The warranty shall not apply: (i) if the Service is not used in accordance with this Agreement and the Documentation; or (ii) to free (no fee) or trial licenses of the Service.

7.2 Customer shall report any defects to SCRIBE in writing without undue delay through an SCRIBE approved support channel, submitting a detailed description of the problem and any information useful for rectification of the defect.

7.3 Customer's sole and exclusive remedies for any breach of the warranty contained in Section 8.1 shall be, at SCRIBE's option: (i) to bring the performance of the Service into compliance in all material respects with the functional specifications stated in the Documentation; or (ii) return of an appropriate portion of any payment made by Customer with respect to the affected portion of the applicable Service during the period of defect.

7.4 EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE 8.1, SCRIBE DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF THE SERVICE, OR ANY INFORMATION TECHNOLOGY SERVICES, SOFTWARE, HARDWARE OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT, OR THAT THE OPERATION OF ANY SUCH SERVICE, SOFTWARE, HARDWARE OR OTHER MATERIAL WILL BE UNINTERRUPTED OR ERROR FREE.

Article 8- Confidential Information

8.1 Confidential Information shall not be used or reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party shall take all reasonable steps (defined below) to keep all Confidential Information strictly confidential, provided each party may disclose Confidential Information to its bona fide individuals whose access is necessary to enable it to exercise its rights hereunder. As used herein "reasonable steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

8.2 The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; (d) the disclosing party agrees in writing is free of such restrictions; or (e) is otherwise required to be disclosed by law or court order.

Article 9 – Indemnification

9.1 Scribe shall defend Customer against any claim that all or any part of the Service infringes any United States patent rights, any copyright rights in any country that is a party to the Berne Convention for the Protection of Literary and Artistic Works, or any trade secret of any third party (a "Scribe Infringement Claim"), provided Customer gives prompt notice to Scribe in writing of any Scribe Infringement Claim. Customer is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, all at its own expense, if Customer deems necessary. SCRIBE will not, without Customer'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 Customer or any of its subdivisions, under this Section 9.1, must be coordinated with the Department of Attorney General. An attorney designated to represent Customer may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General. Scribe shall pay any settlement made by it of such Scribe Infringement Claim and shall pay and indemnify Customer against any damages awarded against Customer as the result of a judgment rendered in such Scribe Infringement Claim defended by Scribe. Scribe shall have no liability for any infringement based on (i) the modification of any Covered Materials by any party other than Scribe (or a third party under Scribe's direction or control); or (ii) the combination or use of any Covered Materials with other technology, items, or processes not furnished by Scribe if such infringement would have been avoided by the use of the Covered Materials alone. If the use of any Covered Materials by Customer is enjoined or threatened pursuant to a Scribe Infringement Claim, then Scribe may do one or more of the following, at its option: (i) procure for Customer the right or license to use such Covered Materials as delivered; (ii) modify the such Covered Materials so as to render them non-infringing without loss of material functionality; or (iii) terminate this Agreement upon notice to Customer, provided that it shall provide a refund of any prepaid and unearned fees for the Service hereunder. THIS SECTION STATES SCRIBE'S ENTIRE OBLIGATION AND CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM RELATING TO THE SERVICES.

Article 10 – Limitations of Liability

10.1 Except for claims arising under Article 9, under no circumstances shall SCRIBE be liable to Customer or any other person or entity by reason of this Agreement or the subject hereof for an amount of damages in excess of the amount of fees paid to it for the Service in the twelve (12) month period preceding the date on which the claim of action first arose.

10.2 EXCLUDING ANY CLAIM OF BREACH BY EITHER PARTY OF ARTICLE 2 OR OTHER VIOLATION OF ITS CONFIDENTIAL INFORMATION OR INTELLECTUAL PROPERTY

RIGHTS, UNDER NO CIRCUMSTANCES SHALL SCRIBE OR CUSTOMER BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, EXEMLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL, PROFITS OR DATA, WITHOUT REGARD TO WHETHER SUCH DAMAGES OR LOSSES WERE FORSEEABLE. Article 11 – Miscellaneous

11.1 If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

11.2 If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

11.3 This Agreement shall be governed by and construed under the laws of the State of Michigan without reference to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

11.4 All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SCRIBE and Customer at the addresses first set forth in any Order Form, registration form or the preamble to these General Terms and Conditions. Where in this Article 11.4 or elsewhere in this Agreement written form is required, that requirement can be met by facsimile transmission, exchange of letters or other written form.

11.5 Excluding payment obligations, any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

11.6 This Agreement constitutes the complete and exclusive statement of the agreement between SCRIBE and Customer, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement. This Agreement may be modified only by a writing signed by both parties. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase. This Agreement shall not be assigned by Customer unless required by operation of law or Executive Order.

11.7 The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) the Order Form; and (ii) and these Terms and Conditions.

NORTH52 LICENSE

PLEASE READ THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT ('AGREEMENT') CAREFULLY AS IT GOVERNS YOUR ('YOU') USE OF NORTH52 SOFTWARE APPLICATIONS LIMITED'S ('NORTH52') SOFTWARE ('SOFTWARE'). BY CLICKING ON THE 'REQUEST DOWNLOAD' or 'ACCEPT' BUTTON AND INSTALLING THE SOFTWARE YOU AGREE TO THE TERMS OF THIS AGREEMENT AND ARE FORMING A CONTRACT WITH NORTH52. REFERENCE TO 'YOU' AND 'YOUR' ARE TO YOU AS A GOVERNMENT USER ONLY ACTING IN THE COURSE OF YOUR GOVERNMENTAL DUTIES AND YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE STATE OF MICHIGAN.

IF YOU DO NOT WISH TO BE BOUND BY THE TERMS OF THIS AGREEMENT THEN DO NOT DOWNLOAD OR USE THE SOFTWARE.

1. SERVICES

This Agreement allows You (which expression shall include your departments, divisions, agencies, offices, commissions, officers, and employees) to use the Software and to receive agreed customer support and such other services as may be agreed ('Services') and to use the Software (as defined above) and any Third Party Software (as defined below) under the terms of this Agreement, the use of the Software and Third Part Software and the Services together shall mean the 'System'.

2. SOFTWARE

As used herein, the term 'Software' shall mean the applications accessible via the internet as part of the Services and all later versions and improvements as well as all accompanying documentation (as applicable) and shall include any third party software (Third Party Software). Any Third Party Software shall be supplied subject to the additional terms and conditions that may be attached to them (and please see clause 3.3 below) and You hereby acknowledge that You have inspected such terms and conditions and confirm that You will act in accordance with them.

3. GRANT OF LICENCE TO USE AND TERM

3.1 In consideration of your agreement to the terms of this license and payment of all fees North52 HEREBY agrees to provide You with the System and to provide You with a non-exclusive, nontransferable licence to use the Software and a non-exclusive, non-transferable right to use the Third Party Software under the terms of this Agreement.

3.2 You are strictly prohibited from reverse engineering or decompiling any of the Software, or making derivative works incorporating any of the elements of the Software, or modifying, adapting or copying any of the Software in any way, save as is expressly permitted by this Agreement or required to be permitted by law. Title to and ownership of the Software shall at all times remain with North52 and/or its licensors (as applicable).

3.3 Details of open source software which are incorporated into the Software and their accompanying licenses (which are hereby specifically incorporated into this Agreement) are hereby licensed to You under the terms of this Agreement and can be found here: www.north52.com/formulamanagerthirdparty.html.

3.4 The term granted to use the Software and the Services (as applicable) shall be as set out under North52's website, see here for full details: www.north52.com/formulamanagerpricing.html.

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4. SECURITY

As applicable, the Services must be used in conjunction with a unique ID supplied by North52 to You, which You must keep safe and confidential - You are also responsible for taking such steps as may be necessary to back up any data stored with the aid of the Services.

5. SCOPE OF USE

5.1 You agree not to use the System for any purpose for which You are not authorised, or for any illegal, immoral or offensive purpose, or for any purpose which infringes a third party's rights and agree to not use the System to communicate any material which is obscene, defamatory, offensive, abusive, illegal, in breach of a third party's rights or otherwise unacceptable to North52, or for spamming. North52 reserves the right to immediately suspend the Services and without notice to You if it discovers any such activity.

5.2 Except as expressly agreed in writing between us You are not permitted to sub-license the use of, nor to permit any person to use, the Software or any accompanying documentation

6. DATA

You agree at all times to comply with all data protection, privacy or similar legislation in force from time to time within the jurisdiction(s) that You use the Services.

7. CUSTOMER SUPPORT

7.1 Customer support services may be included within the Services and shall consist of operational assistance and technical support to be rendered via an email/telephone helpdesk and additional services such as training are available by agreement. Please see here for full details: www.north52.com/support.html

7.2 Please note that North52 makes no warranty that it will solve all issues of which it may be notified.

8. CHARGES

8.1 You must pay all fees for use of the Software and Services. All invoices shall be paid net 45 days following the date of the invoice.

8.2 Undisputed invoices that are more than 30 days past due shall be subject to a finance charge at a rate of interest the lesser of 1% per month or maximum permissible legal rate.

8.3 You consent to us monitoring remotely whether or not such fees have been paid in respect of the Software. This monitoring may be by way of issuing a license key or remote activation mechanism ONLY. Furthermore, You hereby consent to such communication and to the transfer of data for the purposes stated.

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8.4 In addition to the above, both parties hereby agree that North52 reserves the right to request written certification from You regarding Your use of the the Software for the sole purpose of verifying compliance with this Agreement. You agree to respond to any such request within 15 business days of such request. If Your use is greater than contracted, You shall be invoiced for any unlicensed use (and related support), and the unpaid license and support fees shall be payable in accordance with this Agreement. Payment under this provision shall be North52's sole and exclusive remedy to cure these issues.

9. ASSIGNMENT

With the exception of transfers to other state agencies or departments as required by law or Executive Order, you may not transfer this Agreement to a third party without the prior written permission of North52.

10. TERMINATION

10.1 Either party may terminate this Agreement forthwith by written notice to the other if the other becomes insolvent or if bankruptcy, winding up, receivership or similar proceedings are commenced or issued by or against if, or if it is a partnership, against all or any of its partners or the partnership as a whole. The State of Michigan may terminate this Agreement at any time and without penalty, with 5 days written notice to North52, in the event of budget shortfalls or non-appropriation of funds.

10.2 The following events shall give North52 the right (without affecting any other remedy for breach of contract) at anytime thereafter by written notice to terminate this Agreement and all licences granted hereunder:

- (a) any unlicensed use or copyright infringing use of the Software (or modification thereof) made or condoned by You; or
- (b) any other breach by You of any of the terms and conditions of this Agreement (including non-payment of fees due), following written notice from North52 of such breach, if the breach is not cured within 7 (seven) days of receiving such notice.

10.3 Either party may terminate this Agreement on 1 (one) months notice to the other on or after the first anniversary of this Agreement.

10.4 Upon termination for any reason, You shall immediately cease using the System and destroy all supporting documentation, to the extent permitted by law.

10.5 In the event of any termination of this Agreement other than by You under clause 10.1, then any fees payable hereunder shall continue to be payable for the remainder of the term of this Agreement.

11. WARRANTIES

11.1 North52 warrants that it has title or authority to provide the licence granted under this Agreement and that the Services will be provided using all reasonable care and skill.

11.2 You acknowledge that:

- (a) the Software has not been produced to meet your individual specifications;
- (b) it is not possible to produce Software known to be error-free in all circumstances;

11.3 North52 recommends and will provide, if so requested, support for the Software.

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11.4 North 52 requires and will provide, software assurance for the Software.

12. LIABILITY

12.1 The System is made available on an 'as is' basis and in no event will North52 be liable to You or any other party whether in contract, tort (including negligence) or otherwise:

- (a) for any indirect or consequential loss, or any loss of time, business, money, goodwill or data, or any failure to process data adequately or at all; or
- (b) for any other loss relating to this Agreement or the System, in an amount exceeding the fees received by North52 from You in relation thereto in the twelve months preceding the date on which such liability arose.

12.2 Liability for death or personal injury caused by the negligence of North52 is not excluded and the parties hereby agree that the above limitations are fair and reasonable.

13. FORCE MAJEURE AND ENTIRE AGREEMENT

13.1 If circumstances beyond the reasonable control of the parties (including, but not limited to Acts of God, severe weather, strikes, telecommunications or other service failures or natural disasters) shall temporarily make it impossible for either or both of them to perform their obligations under this Agreement, then the obligations of the parties will be temporarily suspended during the force majeure period to such extent as is reasonable in the circumstances and they will not be liable to the other party to that extent.

13.2 This Agreement embraces the full and complete understanding of the parties as to the subject matter hereof and may not be altered or modified, except by written amendment which expressly refers to this Agreement and which is duly executed by both parties. Any other terms or representations put forward by either party are excluded unless expressly incorporated into this Agreement. In the event that any provision or part of a provision herein is held to be illegal, void or unenforceable then the remainder of the Agreement shall remain in force to the maximum extent possible.

14. WAIVER AND EXPORT CONTROL

14.1 Any delay or failure by either party in exercising any right arising under this Agreement shall not constitute a waiver of such right. Any notice to be given under this Agreement shall be sent to the relevant party's registered office, or such other address as is notified for this purpose, by post. Notices will be deemed received three working days after posting.

14.2 The Software may not be exported or transferred, either directly or indirectly, to any country which is prohibited by UK or US export laws and regulations.

15. LAW AND JURISDICTION

This Agreement shall be governed and construed in accordance with Michigan law and the exclusive jurisdiction of the Michigan Court of Claims (if against the State of Michigan) in connection with the determination of all disputes arising under this Agreement.

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