

1. PARTIES

This Contract (10-061-AFSD) is entered into by and between the State of Montana, Department of Corrections, (hereinafter referred to as "the State or MDOC"), whose address and phone number are 1539 11th Avenue, Helena Montana 59620 and (406) 444-3930 and **Columbia Ultimate dba RevQ**, (hereinafter referred to as the "Contractor"), whose address and phone number are 4400 NE 77th Avenue, Suite 100, Vancouver, WA 98662 and 360-260-5730.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect upon receipt of final signature and shall terminate after expiration of the required one-year warranty period. The one-year warranty period shall begin after full acceptance of all phases unless terminated earlier in accordance with the terms of this contract (Section 18-4-313, MCA).

3. SERVICES AND/OR SUPPLIES

The Contractor agrees to provide, install, and maintain all hardware and software necessary to allow MDOC to operate a Restitution Case Management Accounting Software System, in accordance with Attachment A, Statement of Work (SOW).

4. CONSIDERATION/PAYMENT

4.1 Payment Schedule. In consideration for the Restitution Case Management Accounting Software to be provided, MDOC shall pay according to the Milestone Payment Schedule listed in SOW, Section 12.

4.2 Payment Holdbacks. 10% will be withheld from each milestone payment. The total amount withheld will be paid to the contractor at the completion and acceptance of the final milestone.

4.3 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

5. ACCESS AND RETENTION OF RECORDS

5.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor, or their authorized agent's access to any records required to be made available by Section 18-1-118, MCA, in order to determine contract compliance.

5.2 Retention Period. The Contractor agrees to create and retain records supporting the Restitution Case Management Accounting Software System for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State of Montana or a third party.

6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State (Section 18-4-141, MCA).

7. LIMITATION OF LIABILITY

The Contractor's liability for contract damages is limited to direct damages and further to no more than twice the contract amount. The Contractor shall not be liable for special, incidental, consequential, punitive, or indirect damages. Damages caused by injury to persons or tangible property, or related to intellectual property indemnification, are not subject to a cap on the amount of damages.

8. REQUIRED INSURANCE

8.1 General Requirements. The Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

8.2 Primary Insurance. The Contractor's insurance coverage with respect to the Contractor's negligence shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

8.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

8.4 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency, the Contractor will elect to either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

8.5 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than B++ indicating compliance with the required coverages, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, Montana 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require certificates of insurance policies at all times.

9. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of this contract. A

renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, Montana 59620-0135, upon expiration.

10. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

11. INTELLECTUAL PROPERTY/OWNERSHIP

11.1 Mutual Use. All patent and other legal rights in or to inventions first conceived and reduced to practice, created in whole or in part under this contract, must be available to the State for royalty-free and nonexclusive licensing if necessary to receive the mutually agreed upon benefit under this contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use copyrightable property created under this contract including all deliverables and other materials, products, modifications developed or prepared for the State by the Contractor under this contract or any program code, including site related program code, created, developed, or prepared by the Contractor under or primarily in support of the performance of its specific obligations hereunder, including manuals, training materials, and documentation (the Work Product).

11.2 Title and Ownership Rights. The State shall retain title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the State (the "content"), but grants the Contractor the right to access and use content for the purpose of complying with its obligations under this contract and any applicable statement of work.

11.3 Ownership of Work Product. The Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as the State may reasonably request, to perfect the State's ownership of any Work Product.

11.4 Copy of Work Product. The Contractor shall, at no cost to the State, deliver to the State, upon the State's request during the term or at the expiration or termination of all or part of the Contractor's performance hereunder, a current copy of all Work Product in the form and on the media in use as of the date of the State's request, or as of such expiration or termination, as the case may be.

11.5 Ownership of Contractor Pre-Existing Materials. Literary works or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or rights thereto and derivatives thereof owned by the Contractor at the time this contract is executed or otherwise developed or acquired independent of this contract and employed by the Contractor in connection with the services provided to the State (the Contractor Pre-Existing Materials) shall be and remain the property of the Contractor and do not constitute Work Product. The Contractor must provide full disclosure of any Contractor Pre-Existing Materials to the State prior to its use and prove its ownership, provided, however, that if the Contractor fails to disclose to the State such Contractor Pre-Existing Materials, the Contractor shall grant the State a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for the State to receive the intended benefit under this contract. Such license shall remain in effect for so long as such Contractor Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 11.3 or as may be expressly

agreed in any statement of work, the Contractor shall retain title to and ownership of any hardware provided by the Contractor.

12. PATENT AND COPYRIGHT PROTECTION

12.1 Third-Party Claim. In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify the Contractor. The Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at the Contractor's expense. The Contractor will indemnify the State against all costs, damages, and attorney's fees that accrue as a result of such claim. Such indemnification will be conditional upon the following:

- A. The State will promptly notify the Contractor of the claim in writing; and
- B. The State will allow the Contractor to control, and will cooperate with the Contractor in the defense and any related settlement negotiations, provided that:
 - i. The Contractor will permit the State to participate in the defense and settlement of any such claim, at the State's own expense, with counsel of its choosing; and
 - ii. The Contractor shall not enter into or agree to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the State, its elected and appointed officials, agents or employees without the State's prior written consent.

12.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then the Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes noninfringing or replace it with one that is at least functionally equivalent. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State agrees to return the product to the Contractor on written request. The Contractor will then give the State a credit equal to the amount paid to the Contractor for the creation of the Work Product. This is the Contractor's entire obligation to the State regarding a claim of infringement. The State is not precluded from seeking other remedies available to it hereunder, including Section 7, and in equity or law for any damages it may sustain due to its inability to continue using such product.

12.3 Claims for Which Contractor is Not Responsible. The Contractor has no obligation regarding any claim based on any of the following except where the Contractor has agreed in writing, either separately or within this contract, to such use that is the basis of the claim:

- A. Anything the State provided which is incorporated into a Work Product except:
 - i. where the Contractor knew (and the State did not know) such thing was infringing at the time of its incorporation into a Work Product but failed to advise the State; or
 - ii. where the claim would not have been brought except for such incorporation;
- B. The State's modification of a Work Product furnished under this contract;
- C. The use of a Work Product in a manner that could not be reasonably contemplated within the agreed upon scope of the applicable project; or
- D. Infringement by a non-contractor Work Product alone.

13. CONTRACT OVERSIGHT

13.1 CIO Oversight. The Chief Information Officer (CIO) for the State of Montana, or designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. The CIO may require the issuance of a right to assurance or the issuance of a stop work order.

13.2 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations

under this contract, the State may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand (in no event less than five business days) may, at the State's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this contract.

13.3 Stop Work Order. The State may, at any time, by written order to the Contractor, require the Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The State Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

14. CONTRACT TERMINATION

14.1 Termination for Cause. The State or the Contractor may, by written notice to the other party, terminate this contract in whole or in part at any time the other party fails to perform this contract pursuant to Section 15, Event of Breach–Remedies.

14.2 Bankruptcy or Receivership. Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination.

14.3 Noncompliance with Department of Administration Requirements. The Department of Administration, pursuant to Section 2-17-514, MCA, retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Department's Plan for Information Technology, the State Strategic Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of contract execution. In the event of such termination, the State will pay for products and services delivered to date and any applicable termination fee specified in the statement of work or work order. Any modifications to this contract must be mutually agreed to by the parties.

14.4 Reduction of Funding. The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period (see Section 18-4-313(4), MCA.).

14.5 Termination for Convenience. The State, by providing at least 30 days prior written notice to the Contractor, may terminate for convenience this contract and/or any active projects at any time. In the event this contract is terminated for the convenience of the State, the agency will pay for all accepted work or services performed and accepted deliverables completed in conformance with this contract up to the date of termination.

15. EVENT OF BREACH–REMEDIES

15.1 Event of Breach. Any one or more of the following acts or omissions of the Contractor shall constitute an event of breach:

- A.** Products or services furnished by the Contractor fail to conform to any requirement of this contract;
or
- B.** Failure to submit any report required by this contract; or
- C.** Failure to perform any of the other covenants and conditions of this contract, including beginning work under this contract without prior Department of Administration approval.

15.2 Actions in Event of Breach. Upon the occurrence of any material breach of this contract, either party may take either one, or both, of the following actions:

- A. Give the breaching party a written notice specifying the event of breach and requiring it to be remedied within, in the absence of a greater specification of time, 30 days from the date of the notice; and if the event of breach is not timely remedied, terminate this contract upon giving the breaching party notice of termination; or
- B. Treat this contract as materially breached and pursue any of its remedies at law or in equity, or both.

16. WAIVER OF BREACH

No failure by either party to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other breach on the part of the breaching party.

17. STATE PERSONNEL

17.1 MDOC Contract Manager. The MDOC Contract Manager identified below is the State's single point of contact and will perform all contract management pursuant to Section 2-17-512, MCA, on behalf of the State. Written notices, requests, complaints, or any other issues regarding this contract should be directed to the MDOC Contract Manager.

The State Contract Manager for this contract is:

Gary Willems
Contracts Management Bureau
Department of Corrections
1539 11th Ave.
Helena, MT 59601
Telephone: (406) 444-4941
Fax: (406) 444-9818
E-mail: gwillems@mt.gov

17.2 State Project Manager. The State Project Manager identified in the SOW will manage the day-to-day project activities on behalf of the State and serve as Contract Liaison for reporting purposes.

18. CONTRACTOR PERSONNEL

18.1 Identification/Substitution of Personnel. The personnel identified or described in the Contractor's proposal shall perform the services provided for the State under this contract. The Contractor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The State reserves the right to approve the Contractor personnel assigned to work under this contract, and any changes or substitutions to such personnel. The State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve the Contractor to perform and be responsible for its obligations under this contract. The State reserves the right to require Contractor personnel replacement. In the event that Contractor personnel become unavailable, it will be the Contractor's responsibility to provide an equally qualified replacement in time to avoid delays to the work plan.

18.2 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to the State and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the MDOC Contract Manager, State Project Manager, and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

Craig F. Nielson
Vice President – Business Development
4400 NE 77th Avenue, Suite 100
Vancouver, WA 98662
Phone: 360.260.5730
Cell: 360.903.3379
Fax: 360.260.5760
Email: Craig.Nielson@RevQ.com

18.3 Contractor Project Manager. The Contractor Project Manager identified in the SOW will manage the day-to-day project activities on behalf of the Contractor:

19. MEETINGS AND REPORTS

19.1 Technical or Contractual Problems. The Contractor is required to meet with the State's personnel, or designated representatives, at no additional cost to the State, to resolve technical or contractual problems that may occur during the term of this contract. Meetings will occur as problems arise and will be coordinated by the State. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of this contract.

19.2 Progress Meetings. During the term of this contract, the State's Project Manager will plan and schedule progress meetings with the Contractor to discuss the progress made by the Contractor and the State in the performance of their respective obligations. These progress meetings will include the State Project Manager, the Contractor Project Manager, and any other additional personnel involved in the performance of this contract as required. At each such meeting, the Contractor shall provide the State with a written status report that identifies any problem or circumstance encountered by the Contractor, or of which the Contractor gained knowledge during the period since the last such status report, which may prevent the Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the State to perform its obligation under this contract. The Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

19.3 Failure to Notify. In the event the Contractor fails to specify in writing any problem or circumstance that materially impacts the costs of its delivery hereunder, including a material breach by the State, about which the Contractor knew or reasonably should have known with respect to the period during the term covered by the Contractor's status report, the Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope; provided, however, that the Contractor shall be relieved of its performance obligations to the extent the acts or omissions of the State prevent such performance.

19.4 State's Failure or Delay. For a problem or circumstance identified in the Contractor's status report in which the Contractor claims was the result of the State's failure or delay in discharging any State obligation, the State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by the Contractor. If the State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

20. CONTRACTOR PERFORMANCE ASSESSMENTS

20.1 Assessments. The State may conduct assessments of the Contractor's performance. The Contractor will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

20.2 Record. Completed assessments may be kept on record at the State's Information Technology Services Division and may serve as past performance data. Past performance data will be available to assist agencies in the selection of IT service providers for future projects. Past performance data may also be utilized in future procurement efforts.

21. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the Contractor must provide for a reasonable, mutually agreed period of time after the expiration or termination of this contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

22. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees (see Section 18-1-401, MCA.).

23. SCOPE, AMENDMENT, AND INTERPRETATION

23.1 Contract. This contract consists of 9 numbered pages, any Attachments as required, RFP10-1912D, as amended, and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is as follows: (1) this contract, including amendments (2) the applicable SOW, (3) the Contractor's response to the RFP, as amended, (4) RFP10-1912D, as amended.

23.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

24. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

**STATE OF MONTANA
DEPARTMENT OF CORRECTIONS
1539 11TH AVENUE
HELENA, MONTANA 59620**

**Columbia Ultimate, dba RevQ
4400 NE 77th Avenue, Suite 100
Vancouver, WA 98662**

BY: Rhonda Schaffer 5/19/10
Rhonda Schaffer, Administrator
Administrative and Financial Services Division

BY: Steve Ard
Steve Ard
President - RevQ

DATE: May 19, 2010

DATE: 5-25-2010

Approved as to Legal Content:

[Signature] 5/18/2010
Legal Counsel (Date)

Approved as to Form:

[Signature] 5-19-10
Procurement Officer (Date)
State Procurement Bureau

Chief Information Officer Approval:

The Contractor is notified that pursuant to Section 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

[Signature] 5/19/10
Chief Information Officer (Date)
Department of Administration

Statement of Work



for

Restitution Case Management Accounting Software System

Per RFP 10-1912D

Between	<u>Montana Department of Corrections</u>
and	<u>Columbia Ultimate, dba RevQ</u>
Prepared by	<u>Craig Nielson</u>
Effective Date	<u>April 30, 2010</u>
Under Contract #	<u>10-061-AFSD</u>
Under Contract Name	<u></u>

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Statement of Work

1.0 Introduction

1.1 Project Title

This work is being performed under the *Revenue Results contract dated April 30, 2010* for the implementation, training and support of Restitution Case Management Accounting Software System as requested in RFP 10-1912D for the Montana Department of Corrections.

This Statement of Work (SOW) is made and entered by and between Montana Dept. of Corrections and *Columbia Ultimate dba RevQ*. This SOW incorporates by reference the terms and conditions of Contract Number 10-061-AFSD in effect between the State and *Columbia Ultimate dba RevQ*. In case of any conflict between this SOW and the Contract, the Contract shall prevail. The Agency and Contractor agree as follows:

1.2 Background

The MONTANA DEPARTMENT OF CORRECTIONS issued RFP 10-191D and was seeking a contractor to provide, install, and maintain all hardware and software necessary to allow MDOC to operate a Restitution Case Management Accounting Software System within the State of Montana. The System must interface with the MDOC Offender Management Information System (OMIS) and the State Accounting, Budgeting and Human Resource System (SABHRS). Based upon the merits and evaluation of the Revenue Results response, RevQ was selected as the most responsive vendor.

1.3 Objectives

The Department of Corrections is seeking a Commercial Off-the-Shelf (COTS), centralized, integrated, statewide, turnkey replacement for its Restitution Case Management Software System. The MDOC prefers that the software be hosted by the offeror. The MDOC collection technicians create each offender's account on the system using official court orders to outline all requirements associated with restitution and supervision fees ordered. The collection technicians then create a sub-account for each victim associated with the case for whom the court has ordered compensation to be paid. In addition, technicians create a no balance sub-account to track monthly payment of supervision fees.

RevQ will provide Revenue Results, a proven, existing COTS restitution and collection accounting software package along with necessary training and other required implementation and integration services. Revenue Results will be modified by RevQ as outlined in the RFP and defined in subsequent discussions with MDOC and implemented to meet those requirements.

1.4 Reference to other applicable documents

- *RevQ RFP response*
- *Revenue Results Deliverables*
- *RevQ Standard Contracts*

2.0 Staffing Roles and Responsibilities

2.1 Staffing

Montana Department of Corrections			
Name	Role	Work Phone	Email
Kim Timm	Project Manager	406-444-4903	ktimm@mt.gov
John Daugherty	IT Project Manager	406-444-4469	jdaugherty@mt.gov

RevQ (866-684-7387)			
Name	Role	Work Phone	Email
Mark Chugg	Project Manager	X5620	mark.chugg@revq.com
Mike Grady	Programmer Analyst	X5650	mike.grady@revq.com
Aaron Burge	Computer IT Spec	X5710	aaron.burge@revq.com
Angel Davis	Sr Software Trainer	X5785	angel.davis@revq.com
Craig Nielson	VP Sales/Marketing	X5730	craig.nielson@revq.com

Project Manager – Contractor

The Contractor's Project Manager is:

Name: Mark Chugg

Address: 4400 NE 77th Ave Ste 100

City: Vancouver

State & Zip WA 98662

Phone: 866-684-7387 x5620

Cell:

Fax: 360-260-5760

Email: mark.chugg@revq.com

Project Manager – Agency
 The Agency’s Project Manager is:

Name: Kim Timm
 Address: 1539 11th Avenue
 City: Helena
 State & Zip MT, 59620
 Phone: 406-444-4903
 Cell:
 Fax: 406-444-4920
 Email: ktimm@mt.gov

2.2 Roles and Responsibilities Matrix

Title	Role	Responsibilities
Project Manager Client	The MDOC Project Manager is responsible for developing, in conjunction with the Project Sponsor, the project charter. The MDOC Project Manager ensures that the project is delivered on time, within budget, and to the required quality standards.	<ul style="list-style-type: none"> ▪ Manage and lead the MDOC project team. ▪ Manage the coordination of the partners and the working groups. ▪ Develop and maintain a detailed project plan.
Project Manager RevQ	The RevQ Project Manager is responsible for managing the project resources for RevQ and coordinating and communicating timelines with the MDOC Project Manager and ICM team members. The RevQ Project Manager ensures that the project is delivered on time, within budget, and to the required quality standards.	<ul style="list-style-type: none"> ▪ Manage and lead the RevQ project team. ▪ Manage the coordination of the partners and the working groups. ▪ Develop and maintain a detailed project plan.
IT Specialist RevQ	Consult with client on HW and SW specs. Assist client remotely with Revenue Results Software installations and upgrades.	<ul style="list-style-type: none"> ▪ Consult with client on hw/sw requirements ▪ Assist client with initial Revenue Results SW installation. ▪ Consult with client’s IT Dept. on future SW release upgrades. ▪ Troubleshoot Installation problems and errors.

Title	Role	Responsibilities
Developer RevQ	Create design documents Contracted or Required Enhancements	<ul style="list-style-type: none"> ▪ Design Modifications ▪ Unit test
Program Analyst RevQ	Consult with client on data conversions and interfaces. Import conversion data during the implementation process.	<ul style="list-style-type: none"> ▪ Analyze and Create Design documents for conversion and interface.
Quality Assurance Representative RevQ	Responsible for internal unit testing of the Revenue Results software releases. Verifying defect corrections and enhancements.	<ul style="list-style-type: none"> ▪ Unit test design modifications ▪ Unit test interface and conversion data ▪ Unit Revenue Results releases
Product Manager RevQ	Manages Development path for Revenue Results.	<ul style="list-style-type: none"> ▪ Document requirements for modifications ▪ Enhancement requests ▪ Road map for rolling out modifications
Sponsor Client	Provide input for Project Charter.	<ul style="list-style-type: none"> ▪ Approve Project Scope and deliverables ▪ Review and approve or deny change requests. ▪ Work with Project Manager(s) to alleviate road blocks
IT Manager Client	TBD	<ul style="list-style-type: none"> ▪
Business Analyst Client	Provide business requirements to RevQ Product Manager, Program Analyst and Trainer.	<ul style="list-style-type: none"> ▪ Assist with Gap Analysis ▪ Review and approve design documents for modifications ▪ Provide input training for system setup training.
Quality Assurance Client	Validate deliverables for project.	<ul style="list-style-type: none"> ▪ Verify deliverables for phase 1 base COTS system ▪ Verify deliverables phase 2 modifications ▪ Verify deliverables phase 2 data conversions ▪ Verify deliverables for phase 2 interfaces
ICM Interface Migration Specialist MDOC	Extract data from various MDOC host databases into Revenue Results standard input format.	<ul style="list-style-type: none"> ▪ Extract data for conversion ▪ Extract data for interfaces

3.0 Key Assumptions

Agency will provide adequate staff to complete all testing tasks in a timely manner and according to the project plan.

Agency's workstations will meet the minimums outlined in the hardware and software requirements.

Version 6.5	Revenue Results
Client\Workstation	
Processor (32-bit)	Pentium III or Core 2 Duo – compatible processor or higher Minimum: 800 MHz Recommended: 3.40 GHz Maximum: System Maximum
Memory (RAM)	Minimum: 512 M8 Recommended: 2 GB Maximum: System Maximum
Disk Space Available	<ul style="list-style-type: none"> • 1.5 GB for Operating System • 197MB for Microsoft .NET Framework 3.5 • 115 MB for Revenue Results Client Software • 892 MB for Microsoft Office Enterprise 2007
Printer	Required: Local or Network
Operating System (32-bit)	Minimum: Window's XP Maximum: Window's Vista Recommended: Window's XP
Screen Resolution	Minimum: SVGA (800x600) with 256 color Recommended: XGA (1024x768) with 16 bit color Maximum: System Maximum
Software	Minimum: Microsoft .NET Framework 3.5 Recommended: Microsoft .NET Framework 3.5 with latest SP Minimum: Microsoft Word 2002 Recommended: Microsoft Word 2007

RevQ expects that Agency staff will be responsible for creating the data extraction routines to get the needed data from the OMIS Oracle database and formatted into a flat file that is importable into Revenue Results.

4.0 Risks

There are a number of features that RevQ will be creating in our next development cycle that are needed by the Agency. There is risk that the development effort could take longer than anticipated. RevQ will do the following to mitigate this risk:

- Internal weekly product meetings so the status of each development task is well known, visible and managed so timelines are met.
- Regular updates to Agency on the status of the development tasks.
- Active project scope management to prevent time consuming scope creep.

- Design review with Agency to verify that what is being developed will meet the agency's requirements.

5.0 Scope of Work

- Provide Revenue Results as the victim restitution collection solution. RevQ will provide all necessary installation and implementation assistance and all necessary training so Agency can be familiar with the product and use it to its fullest advantage.
- RevQ will develop those additional functional requirements listed in the following Inclusions section.
- RevQ will work with Agency to adequately test all new features and interfaces and will assist the Agency in their final acceptance testing.
- RevQ will work with Agency to accomplish conversion of data from existing application DB to the Revenue Results database.

5.1 Inclusions

All development work will be performed at RevQ's offices in Vancouver, WA by RevQ's Revenue Results development team.

- Setup of MDOC database on RevQ SaaS.
- Assistance to MDOC staff of installation of Revenue Results client application.
- On-site system analysis
- Configuration Training
- Collector Training
- Follow-up Training
- Project Management
- Development, implementation and testing of interface with OMIS.
- Conversion of data
- Development of SABHRS interface. This will include creation of the file to be sent to SABHRS, processing of the file received from SABHRS, storage of the warrant data received from SABHRS and providing user visibility to that data through either new or existing screens.
- Enhancement of Revenue Results security to handle inactivity timeouts, to require passwords to change once every 60 days and to not allow re-use of a password for six cycles.
- Implementation of a visual duplicate payment alert.
- Development of a Revenue Results view only web portal to be used with a web browser.
- RevQ will work with Agency to provide these reports. The reports may be found in current standard Revenue Reports, or may be developed through the ad-hoc reporting tool. Some of the reports may be developed by RevQ's development team and included in Revenue Results as standard reports. This will be determined during the analysis phase of the project.

- Collections: comparison reports
 - Case activity by date range
 - Case list by location, probation/parole officer, sentencing county, collection technician
 - Offender statement report
 - Victim statement report
 - Supervision fee report
 - Delinquent report
 - Quarterly disbursement report
 - Check register
- Victim Table Listing - Search and copy capability of victim information already existing in the system. Includes ability for updates to an existing victim to be reflected in each occurrence of that victim on the system.
- Addition of a Victim Allocation Tab that will show all payments posted and the allocation of the payments to the dockets and victims. This tab will include the ability to search for a specific payment document # (check #) and the ability to output to a PDF.
- Additional of a co-responsible indicator to the case display tab.

5.2 Exclusions

RevQ's software support does not include support of the hardware that the software is running on. Support of the workstations where the Revenue Results client is running is not RevQ's responsibility.

5.3 Deliverables

The following items will be developed and/or provided from the performance of the tasks:

MDOC - Revenue Results Deliverable Items	
PRODUCTS	
10	Revenue Results Full Access License (Concurrent User)
	Includes: Telephone and internet support (6:00 AM to 6:00 AM MST)
	5 Web Portal View Only Licenses per Full Access User
	Upgrades & New Releases
1	Web Portal – View Only Access Module
1	Victim Restitution Module
1	Revenue Results Documentation
1	Annual Software Escrow
SERVICES	
1	New Client Onsite System Analysis Services Package
	Travel Expenses (Estimated)
1	Revenue Results Configuration Training (2.5 Days)
	Travel Expenses (Estimated)
1	Revenue Results Collector Training (2.5 Days)
	Travel Expenses (Estimated)
1	Revenue Results Follow UP Training (2.5 Days)
	Travel Expenses (Estimated)
1	Software Installation Consultation
1	Project Management
1	Data Conversion, Interface (2 Way w/ OMIS, SABHRS), Analysis, Design and Programming Services
REQUESTED PRODUCT ENHANCEMENTS	
1	Case Screen - Indicator to denote accounts with multi-party responsibility
1	Victim Table Listing - Search and copy capability of victim information already existing in the system. Includes ability for updates to an existing victim to be reflected in each occurrence of that victim on the system.
1	Addition of a Victim Allocation Tab that will show all payments posted and the allocation of the payments to the dockets and victims. This tab will include the ability to search for a specific payment document # (check #) and the ability to output to a PDF.
1	Software and/or Services Contingency Funding

Quantities, locations and dates for delivery:

Phase 1: Installation, Configure and Test			
Task#	Milestone/Major Task Description	Preliminary Activity Time Estimate	Estimated Start Date
1	Contracts Signed	1	April 23, 2010
2	Project Kick-off Call	1-2 hours	April 28, 2010
3	Procure necessary hardware and required third party software for Revenue Results	5 days	May 3, 2010
4	Install Revenue Results SaaS 6.5x on workstations	1-3 hours	May 10, 2010
5	On-Site System and Integration Analysis	3 days	May 18, 2010
6	System Configuration Training On-Site	3 days	June 2, 2010
7	Design and build Interfaces and Conversion	87 days (120 calendar)	June 14, 2010
8	System Integration Testing and Validation	15 days	October 11, 2010

Phase 2: Move Into Production and Train Staff			
Task#	Task Description	Preliminary Activity Time Estimate	Estimated Due Date
1	"Live" Data Conversion Legacy Collection System	3 Days	November 5, 2010
2	Collector/End User Training	3 Days	November 8, 2010
3	Begin Legacy Parallel system and interface testing	10 Days	November 8, 2010
4	System Go-Live and move into production	1 Day	November 10, 2010
5	Final Project Acceptance	1 Day	November 30, 2010

Testing program plan:

Unit Testing

As part of the development of the MDOC interfaces (SABHRS & OMIS) RevQ analysts will create design documents. The development is then done based on these design documents. As part of the development process the developers will perform unit tests based on the requirements defined in the design document.

Internal Testing

RevQ's QA staff develops test scripts based on the information in the design documents and Use Cases that were used by product development. The test scripts are then executed by the QA staff to verify the developed software works as designed. This process is used for all Revenue Results development.

Regression Testing

With each new Revenue Results build that RevQ creates all previously created test scripts are executed again, usually in 2 or more phases of testing, to verify that all change made work correctly and that areas of the software that were not changed have not been adversely affected.

Interface Testing

Since RevQ will be developing the SABHRS interface and the OMIS interface we will need to work with MDOC staff to complete our internal testing even prior to turning the software over to MDOC for and system or user acceptance testing. RevQ will need to bet some sample data files that are formatted correctly in order to complete our testing steps. RevQ expects that MDOC will be able to willing to provide the needed test files.

Conversion Testing

RevQ will work with MDOC staff to map the data that is needed for conversion. RevQ will request from MDOC sample conversion files. We typically will run several partial conversions to verify that the process is working. We will provide the converted data to MDOC so they can verify that that the data is converting correctly and that the data fields are being mapped to the correct locations in Revenue Results. RevQ will then plan to run 1 or more full conversion to verify the entire process works correctly and to determine conversion run time. This step will also involve MDOC staff to help in verifying converted data and to help in balancing the conversion.

System Testing/User Acceptance Testing

When all development is done and RevQ has completed the unit and internal testing we will be ready for system/user acceptance testing. This testing essentially is all of the software installed in the environment where it will be run. All of the various components are brought together and the software is tested just as it will be used in the product environment. The test scripts developed for unit and internal testing will be used as a testing guide for this process. This testing will involve RevQ QA staff and MDOC staff. The goal of the MDOC staff is to verify that the software works as agreed and to determine software acceptability.

Going Live –Putting Revenue Results into Production

Generally go-live on Revenue Results will coincide with the remote or on-site Collector training. Prior to going live you will need to take the following steps:

Clear Test Database

Prior to converting or interfacing any production data into Revenue Results, a SQL script will need to be run to clear account level test data from your RR database.

Final Data Conversion

If applicable, after clearing the test database but prior to going live on Revenue Results, you will need to import any conversion data into RR. If you are on a stand-alone server environment, generally this is done locally by your IS Representative or Collection Manager with remote consultation from the RevQ Programmer Analyst.

Project Completion

After you are live on Revenue Results, the Project Manager will invoice for any outstanding products and services and coordinate the transition of support from the implementation team to the inside sales and support team.

Turn over to Support Conference Call

The Project Manager will coordinate a conference call with the Collection Manager and/or primary support contact to introduce you to RevQ's Inside Support and Sales team. Prior to the call the VP of Support will send out a list of inside support and sales contact numbers and names. If necessary a list of open issues will be distributed prior to the call.

Implementation or migration plan to production

Conversion

A RevQ analyst will be assigned to work with MDOC to help facilitate the conversion of data into Revenue Results.

As part of the conversion project the analyst will:

- Provide MDOC access to Revenue Results.
- Provide configuration training on-site in Helena, MT. This stage includes RevQ Trainers teaching those decision makers who will manage both the initial input of the items found in the Business Analysis stage, and subsequent new items that are developed through learning what is available when you see all that Revenue Results has to offer such as:
 - How to setup up security
 - Collections Enterprise Workflow
 - Payment Plan Organization
 - Correspondence, and how it flows
 - Work List Administration
- Define the data set that needs to be imported into Revenue Results. Will it be all offender records or just a subset? If it is paid in full does it need converted? Are some records so old they don't need to be converted? Will the entire financial history be converted? The analyst will work to get these decisions made.
- Work with MDOC staff to get data extracted from Legacy system in the format needed to import it into Revenue Results.
- Provide guidance on what format the conversion files should be created in.
- Provide assistance in data mapping.
- Work with MDOC staff in testing of the conversion files.
- Work with MDOC staff in validation of the accuracy of the conversion. RevQ will expect MDOC staff to pull balancing numbers from the Legacy Collection System. These are necessary to validate that correct numbers are loaded into Revenue Results.

RevQ normally expects to do several partial conversions to test the process and then several full conversions to test the accuracy prior to doing the live conversion. RevQ expects that MDOC staff will be available to extract the data from the Legacy Collection System database and put the data into the format needed for import into Revenue Results. The RevQ conversion analyst will work closely with MDOC staff to on the format of the data and will provide the necessary assistance so the data can be formatted correctly.

Data Interface Consulting

New debtors and accounts can be imported into Revenue Results using the New Debtor and Account Import layout. It is also possible to import financial adjustments and payments into Revenue Results using the adjustment import layout and the payment import layout. A RevQ analyst will be assigned to you to help facilitate the electronic import of data into Revenue Results.

The analyst will work with you to:

- Determine what data needs to be interfaced; new debtors, new accounts, demographic updates, adjustments, payments.
- Provide guidance in the file formats and in setting up the import templates in Revenue Results.
- Provide assistance in mapping the import data fields to be sure it is placed in the right fields.
- Identify any custom fields that are needed and provide assistance in getting them set up and included on the necessary templates.
- Provide assistance in testing the import files and verifying

Programmers/Analysts that may/will be assigned to the MDOC project include: David Franck and Mike Grady.

5.4 Milestones

Phase 1: Installation, Configure and Test			
Task#	Milestone/Major Task Description	Preliminary Activity Time Estimate	Estimated Start Date

1	Contracts Signed	1	April 23, 2010
2	Project Kick-off Call	1-2 hours	April 28, 2010
3	Procure necessary hardware and required third party software for Revenue Results	5 days	May 3, 2010
4	*Install Revenue Results SaaS 6.5x on workstations	1-3 hours	May 10, 2010
5	On-Site System and Integration Analysis	3 days	May 18, 2010
7	System Configuration Training On-Site	3 days	June 2, 2010
6	Design and build Interfaces and Conversion	87 days (120 calendar)	June 14, 2010
8	System Integration Testing and Validation	15 days	October 11, 2010

Phase 2: Move Into Production and Train Staff			
Task#	Task Description	Preliminary Activity Time Estimate	Estimated Due Date

1	"Live" Data Conversion Legacy Collection System	3 Days	November 5, 2010
2	Collector/End User Training	3 Days	November 8, 2010
3	Begin Legacy Parallel system testing	10 Days	November 8, 2010
4	Move into production	1 Day	November 10, 2010
5	Final Project Acceptance	1 Day	November 19, 2010

6.0 Work Approach

- This project will be a formalized project. RevQ will have an assigned project manager who will track all tasks, provide regular updates and hold weekly meetings to keep everyone on target and updated as to status.
- See the detailed project plan contained in RevQ's RFP response.
- When implementation is complete, the MDOC Revenue Results database will reside on the SaaS server located at RevQ's offices in Vancouver, WA. MDOC staff will run a Revenue Results client that will connect to an application server at RevQ's offices.

7.0 Completion Criteria and Final Acceptance Criteria

The contractor shall provide detailed system design, development, implementation, testing, conversion, training and documentation required to implement Revenue Results and all agreed upon deliverables. Upon completion and acceptance [by MDOC] of Phase 1, the contractor must continue implementing the system as scheduled in Phase 2. Offeror must provide a detailed project plan for all phases of implementation, including milestones, dates, and contingency plans.

Phase 1: Phase 1 shall include installation, configuration, and testing of the system hardware and software, including any necessary interfaces to the MDOC's Offender Management Information System, data conversion from the Legacy Collection System, and interfaces with the State of Montana's SABHRS System.

Revenue Results Configuration Training involves successfully aligning your collection process needs into our easily configurable software.

The three stages are:

- Business Analysis
- Configuration Training
- Configuration Finalization

Each stage builds on the next stage using the Business Analysis stage as the foundation. A Training Guide is provided to each Government to provide a road-map of decision making that prompts questions and necessitates answers to configure Revenue Results to your liking.

Business Analysis – This stage includes questions such as:

- How are you currently handling certain collection processes?
- How do you want to handle them?
- What types of accounts do you collect?
- What type of Correspondence are you expecting to use?

Configuration Training – This stage includes RevQ Trainers teaching those decision makers who will manage both the initial input of the items found in the Business Analysis stage, and subsequent new items that are developed through learning what is available when you see all that Revenue Results has to offer.

Phase 2: Phase 2 shall include the move into production and staff training in the use of the system during this phase. This phase also includes the cutover from the legacy system, which will include parallel system testing.

User Training – This final training encompasses the day to day activities necessary to utilize Revenue Results to its fullest to accomplish the objectives of MDOC.

7.1 Completion Criteria

The contractor shall provide detailed system design, development, implementation, testing, conversion, training and documentation required to implement Revenue Results. Upon completion and acceptance [by MDOC] of Phase 1, the contractor must continue implementing the system as scheduled in Phase 2. All phases must be fully implemented and accepted within six months after contract signing. Following are the steps documenting project completion.

Project Completion

After you are live on Revenue Results, the Project Manager will invoice for any outstanding products and services and coordinate the transition of support from the implementation team to the inside sales and support team.

Turn over to Support Conference Call

The Project Manager will coordinate a conference call with the Collection Manger and/or primary support contact to introduce you to RevQ's Inside Support and Sales team. Prior to the call the VP of Support will send out a list of inside support and sales contact numbers and names. If necessary a list of open issues will be distributed prior to the call.

Completion Notice

After the software has been put into production, or is ready to be placed into production, and all services rendered and products delivered, the RevQ Project Manager will send out a completion notice to the client's Project Coordinator signifying the project has been completed. Below is a sample of the completion notice:

7.2 Final Acceptance

- Final acceptance will be based upon RevQ having delivered all elements of this Restitution Case Management Accounting Software System SOW to the satisfaction of the MDOC and the use of Revenue Results in a production environment. MDOC will notify RevQ of acceptance by submitting the completion notice to RevQ within two weeks of receipt. If the completion notice is not received within 2 weeks, system will be deemed as accepted.

8.0 Schedule

Phase 1: Installation, Configure and Test			
Task	Resource	Status	* Estimated Duration/Completion
Signed Contract/PO	Montana Dept of Correct	On Track	04/23/2010
Project Kickoff Call	Montana & RevQ team	On Track	04/28/2010
Hardware/Software Ordered/Installed	Montana Dept of Correct	On Track	05/03/2010 – 05/07/2010
Create the MDOC Database for RR	Aaron Burge	On Track	05/10/2010 – 05/14/2010
Install RR 6.5 on Client Workstations	Aaron Burge & Montana	On Track	05/10/2010 – 05/14/2010
On Site System & Integration Analysis	Mike Grady	On Track	05/18/2010 – 05/20/2010
Revenue Results Config Training	Angel Davis	On Track	06/02/2010 – 06/04/2010
Revenue Results Config Homework	Montana & Angel Davis	On Track	06/2010
Programming Design	Mike Grady	On Track	06/14/2010 – 08/2010
Upgrade MDOC Database to RR 7.0	Aaron Burge	On Track	08/2010
Install RR 7.0 on Client Workstations	Aaron Burge & Montana	On Track	08/2010
Custom Programming – Conversion	Mike Grady	On Track	08/2010 – 10/2010
Custom Programming – Interfaces	Mike Grady	On Track	08/2010 – 10/2010
Upgrade MDOC Database to RR 7.1 <ul style="list-style-type: none"> ▪ Includes Case Screen, Victim Table, and Victim Allocation Tab Enhancements 	Aaron Burge	On Track	10/2010
Install RR 7.0 On Client Workstations	Aaron Burge & Montana	On Track	10/2010
Test Conversion	Mike Grady & Montana	On Track	10/2010
Test daily activities/reports/custom	Montana	On Track	10/11/2010 – 11/05/2010
Test Custom – Interfaces	Mike Grady & Montana	On Track	10/11/2010 – 11/05/2010

Phase 2: Move into Production and Train Staff			
Task	Resource	Status	* Estimated Duration/Completion
Do Live Conversion	Mike Grady & Montana	On Track	11/05/2010
Revenue Results Collector Training	Angel Davis	On Track	11/08/2010
Begin Legacy parallel System testing	Montana	On Track	11/08/2010 – 11/19/2010
Go Live on TCS new server	Montana	On Track	11/10/2010
Final Project Acceptance	Montana & RevQ	On Track	11/19/2010
Revenue Results Follow-Up Training	Angel Davis	On Track	12/2010
Close new RR Implementation Project	Montana & RevQ	On Track	12/2010

* These project task dates are subject to changed based upon Contract Signature and project need

9.0 Project Management (if applicable)

The RevQ project manager will oversee and manage all facets of the project including resources, communications, timelines, risks, issue tracking, contract interpretation, and dispute resolution. They will also be the Client's main contact once contracts are signed. The Project Manager will work closely with the designated Client Project Manager or Coordinator to complete all agreed upon deliverables. From there, the Client will work with the Account Manager and RevQ technical support staff on a continuing basis.

The Project Manager focuses on the following areas:

- Manage project tasks and timelines and provide weekly status reports to client
- Manage and coordinate project analysis
- Manage system staging into the client's current environment
- Manage all training that takes place
- Manage contract deliverables, interpretations, dispute resolution
- Manage all issue tracking for the client
- Manage system integration testing prior to going live

10.0 State Policies Standards and Computing Environment

State Policies, Standards and Computing Environment can be found on the state Web site at:

Environment - <http://itsd.mt.gov/techmt/compenviron.mcpX>

Policies - <http://itsd.mt.gov/policy/default.mcpX>

Supported Software- <http://itsd.mt.gov/policy/software/default.mcpX>

11.0 Timeline and Period of Performance

The period of performance for this project will start on April 30, 2010 (assuming a signed contract) and the work tasks are estimated to continue through system go live and acceptance through 11/30/2010. The State has the right to extend or terminate this SOW at its sole discretion.

12.0 Compensation and Payment Schedule

- Agency shall pay Contractor an amount not to exceed [One Hundred Thirty Nine Thousand Two Hundred dollars (\$139,200) in year one of the project for the performance of all activities necessary for or incidental to the performance of work as set forth in this SOW. Subsequent years will be billed at \$35, 880 annually for SaaS access which included ongoing support and system upgrades.

Phase 1: Installation, Configure and Test				
Task#	Milestone/Major Task Description	Estimated Start Date	Billing Phase	Billing Amount
1	Contracts Signed	April 23, 2010		
2	Project Kick-off Call	April 28, 2010		
3	Procure necessary hardware and required third party software for Revenue Results	May 3, 2010		
4	Install Revenue Results SaaS 6.5x on workstations	May 10, 2010	1 - 25%	25,830
5	On-Site System and Integration Analysis	May 18, 2010		
6	System Configuration Training On-Site	June 2, 2010	2 - 25%	25,830
7	Design and build Interfaces and Conversion	June 14, 2010		
8	System Integration Testing and Validation	October 11, 2010		

Phase 2: Move Into Production and Train Staff				
Task#	Task Description	Estimated Due Date	Billing Phase	Billing Amount
1	"Live" Data Conversion Legacy Collection System	November 5, 2010	3 - 25%	25,830
2	Collector/End User Training	November 8, 2010		
3	Begin Legacy Parallel system and interface testing	November 8, 2010		
4	System Go-Live and move into production	November 10, 2010	SaaS Charges Begin	35,880 annually
5	Final Project Acceptance - Holdback	November 30, 2010	4- 25%	25,830

* Travel expenses will be billed as incurred and per the actual amounts.

4,800 (est.)

Agency shall reimburse Contractor for travel and other expenses as identified in this SOW, or as authorized in writing, in advance by Agency. No payment of travel expenses will be made to Contractor for routine travel to and from Agency's location. Contractor shall provide a detailed itemization of expenses as requested by Agency. The amount reimbursed to Contractor is included in calculating the "not to exceed" amount specified above.

13.0 Miscellaneous

N/A

14.0 Appendices

- Appendix A: Change control form

Execution/Signature Block

In Witness Whereof, the parties hereto, having read this SOW [Restitution Case Management Accounting Software System] to Contract Number 10-061-AFSD in its entirety, do agree thereto in each and every particular.

Approved

Approved

Montana Department of Corrections

Columbia Ultimate, dba RevQ



Signature

Signature

Rhonda Schaffer

Steve Ard

Print or Type Name

Print or Type Name

Administrator

President – RevQ

Title:

Title

5/19/10

5-25-2010

Date:

Date:

The contractor is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

Reviewed and Approved by:
Information Technology Services Division
Montana Department of Administration,
per MCA 2-17-512:



Date:

5/19/10

CIO (or Agency Designee for Delegated IT Authority)

APPENDIX A



A Columbia Ultimate Company

PROJECT CHANGE REQUEST FORM		
Project Title:		Incident Number:
<Client> Project Manager:		Requested by:
RevQ Project Manager:		Date of Request:
Description of change (reasons for change, benefits, date required):		
Supporting document(s): (enter hyperlink here)		
CHANGE EVALUATION		
Priority	Impact	Description of Impact
<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low	<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low	1. 2. 3.
CHANGE DECISION		
<input type="checkbox"/> Proceed <input type="checkbox"/> Put on Hold <input type="checkbox"/> Modify <input type="checkbox"/> Do Not Change		Date
Comments:		
CHANGE IMPLEMENTATION		
Plan for Implementation:		
NOTIFICATION LIST		Date of Notification
<Client>:		
RevQ:		
APPROVAL		
By signing below, I certify that I have read this document in its entirety and the information is accurate and complete. I agree to notify Columbia Ultimate Immediately if any of the information provided in this document changes prior to the implementation of the RevQ Software.		
<Client> Signature		Date
RevQ Signature		Date