Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

October 20, 2009

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B6200379
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **ForeSee Results, Inc.** **625 Avis Dr., Suite 200** **Ann Arbor, MI 40108** Email: rick.Jacobson@foreseeresults.com	TELEPHONE Rick Jacobson **734 205-2565** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-0239 **Jacque Kuch**
Contract Compliance Inspector: Mark Lawrence **Treasury – Web Monitoring Services**	
CONTRACT PERIOD: From: **September 1, 2006**	To: **August 31, 2010**
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Per Executive Directive 2009-3, the Vendor has offered the following price concessions to the State of Michigan:

Effective 10/1/2009 through 8/31/2010, this contract has been reduced by $100,000.00. The Department of Treasury has requested that the vendor stops services temporarily. The Department of Treasury anticipates that additional services will be required late in Fiscal Year 2010.

AUTHORITY/REASON(S):

Per agency and vendor agreement and DMB approval.

TOTAL REVISED ESTIMATED CONTRACT VALUE: $198,530.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

November 20, 2008

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B6200379
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **ForeSee Results, Inc.** **625 Avis Dr., Suite 200** **Ann Arbor, MI 40108** Email: rick.Jacobson@foreseeresults.com	TELEPHONE Rick Jacobson **734 205-2565** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-0239 **Jacque Kuch**
Contract Compliance Inspector: Mark Lawrence **Treasury – Web Monitoring Services**	
CONTRACT PERIOD: From: **September 1, 2006** To: **August 31, 2010**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately, this contract is hereby EXTENDED to August 31, 2010. All other terms, conditions and pricing remain the same.

AUTHORITY/REASON(S):

Per agency request and DMB approval.

ESTIMATED CONTRACT VALUE REMAINS: $298,530.00

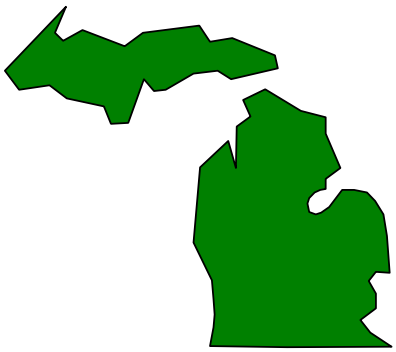
Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B6200379
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **ForeSee Results, Inc.** **625 Avis Dr., Suite 200** **Ann Arbor, MI 40108** Email: rick.Jacobson@forseeresults.com	TELEPHONE Rick Jacobson **734 205-2565** VENDOR NUMBER/MAIL CODE **(2) 38-3623125 (000)** BUYER/CA (517) 241-0239 **Jacque Kuch**
Contract Compliance Inspector: Mark Lawrence **Treasury – Web Monitoring Services**	
CONTRACT PERIOD: From: **September 1, 2006** To: **August 31, 2009**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION: **The terms and conditions of this Contract are those of ITB #071I6200244, this Contract Agreement and the vendor's quote dated June 20, 2006. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.** **Estimated Contract Value: $298,530.00**	

FOR THE VENDOR:	**FOR THE STATE:**
ForeSee Results, Inc. Firm Name	Signature
Authorized Agent Signature	**Greg Faremouth** Name
Authorized Agent (Print or Type)	**IT, Director** Title
Date	Date



STATE OF MICHIGAN
Department of Management and Budget
Purchasing Office

Contract Number 071B6200379
Treasury Web Monitoring Services

Buyer Name: Jacque Kuch
Telephone Number: 517-241-0239
E-Mail Address kuchj@michigan.gov

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Article 1 – Statement of Work (SOW)

1.0 Project Identification

1.001 PROJECT REQUEST

The State of Michigan (State), through the Michigan Department of Management & Budget (MDMB), with assistance of the, Michigan Department of Information Technology (MDIT), has issued this Request for Proposals (RFP) to obtain proposals from qualified firms for web-based survey and consulting services necessary to survey customers using two (2) Michigan Department of Treasury (Treasury) websites Student Financial Services (SFS) and Treasury's overall web site and determine progress made by Treasury in improving customer service via the web.

The State seeks to have services begin in August 2006.

ForeSee Results currently measures customer satisfaction on the Michigan Department of Treasury's main website and can continue to do so without interruption. We can easily meet the state's requirements to have the Student Financial Services survey implemented by August of this year.

1.002 BACKGROUND

Starting in 2001, Michigan Department of Treasury, Bureau of Program Management (BPM) obtained tax filer and Student Financial Services (SFS) customer satisfaction scores using the American Customer Satisfaction Index (ACSI)-based model. These scores were drawn from telephone and one-on-one interviews. There is currently a contract being established to obtain benchmark scores for the Interactive Voice Response (IVR) system, as well as follow-up scores for tax filer and SFS.

Treasury was so pleased with these non-web based ACSI initiatives that it began coordinating measurement of the customer satisfaction of web users on November 27, 2002. These scores were drawn from an on-line, customer satisfaction ACSI-based survey. This measurement of Treasury's web site continues today.

Objectives of this project include:

- Expand data collection to include the Student Financial Services (SFS) web site and continue to survey Treasury's overall web site for a period of three years. The Student Financial Services web site can be found at www.michigan.gov/studentaid. Treasury's overall web site is located at www.michigan.gov/treasury.

- Determine the progress made by the Department of Treasury in improving customer service via the web by comparing current statistics with historical satisfaction scores.

The vendor will compare the data obtained from this contract to results obtained from previous data collected using the ACSI-based model. The results of the measurements will be used to effectively target high-priority opportunities for better serving the citizens of Michigan. Accordingly, the measurement will build on efforts department-wide to continue development of customer service standards, and will measure customer satisfaction against "best in business" achievements made by private sector firms and other governmental entities. Accurate data and scores are very important for Treasury managers who are responsible for taking actions, particularly as they relate to improving governmental services and enhancing the public/end-users' satisfaction.

Information provided herein is intended solely to assist Contractors in the preparation of proposals. To the best of the State's knowledge, the information provided is accurate. However, the State does not warrant such accuracy, and any variations subsequently determined will not be construed as a basis for invalidating the RFP. The State reserves the right to cancel this Request for Proposal (RFP), or any part of this RFP, at any time.

Contractors are advised that the State has methods, policies, standards and guidelines that have been developed over the years. Contractors are expected to follow these requirements. Specifically, the State's Project Management Methodology (PMM) must be followed. The PMM may be reviewed at www.michigan.gov/projectmanagement.

ForeSee Results owns the patent on the American Customer Satisfaction Index (ACSI) methodology and is uniquely positioned to continue to measure online customer satisfaction with the State of Michigan websites using this methodology. As you know, the ACSI is the most credible, reliable, accurate and precise method for measuring online customer satisfaction and identifying enhancement opportunities for your websites.

ForeSee Results will continue to help the State of Michigan:

- **Assess overall customer satisfaction**
- **Uncover the drivers of satisfaction (e.g., search, look and feel, etc.)**
- **Compare and contrast satisfaction levels among site visitor segments (e.g., first-time vs. frequent visitors)**
- **Define the link between customer satisfaction and future behaviors**
- **Identify opportunities for improvement that will have the greatest impact on the bottom line**
- **Benchmark against other government and public sector organizations measured by ForeSee Results and the ACSI**
- **Track and trend performance over time**

Details of our process and the benefits that the State of Michigan has realized from working with ForeSee Results over the past three years, can be found throughout this document and in the attachments.

1.1 Scope of Work and Deliverables

1.101 IN SCOPE

The Contractor will provide the following services for the complete and successful implementation of a web survey instrument, providing the functionality required to monitor customer satisfaction with the Michigan Department of Treasury identified web sites. Contractor will:

1. Provide consulting services to:
    a. Customize the survey model (ACSI-based)
    b. Develop customized questions with input from Treasury Management, Web Liaisons and other Treasury employees.
    c. Determine the ideal placement of survey access point for each web site.

    Working with ForeSee Results will ensure smooth implementation of the ACSI survey tool on the Student Financial Services website. You will have the benefit of continuing to work with Satisfaction Research Analyst (SRA) Denise Zdunczyk and our team of Implementation Specialists. Rick Jacobson will continue to oversee your projects. Based on our three-year relationship with the State of Michigan, we can help you determine how to customize the survey model for the Student Financial Services site, develop appropriate custom questions and determine and how and where to deploy the survey on this site.

2. Develop the code
    a. Design survey(s) instrument with Treasury designees.

    As we did with the State of Michigan Treasury website, ForeSee Results will work with the Treasury team to design a survey instrument that contains two types of questions:

i. **Model questions: ACSI-based questions to assess overall satisfaction and satisfaction with specific elements of the website (e.g., look and feel, search, etc.).**
ii. **Custom questions: Open-ended or multiple choice questions specific to your business objectives, often used to further segment your audience or test specific features**

3. Test the code
   a. Work with Treasury/MDIT to fully test survey prior to production implementation.

   A ForeSee Results Implementation Specialist will work with your Satisfaction Research Analyst to ensure that the code is fully tested prior to production implementation. Key quality control steps in this process include:

   - **Key survey development quality control steps include:**
   - **Validating the final questions and text with the client**
   - **Testing all aspects of the survey including text, links, order logos, etc.**
   - **Testing survey URLs**
   - **Validating data collection**
   - **Validating survey code functionality**

4. Obtain data from Treasury on-line customers, using an Internet-based survey.
   a. The contractor will provide the survey in code to MDIT, for MDIT to place on the web sites.
   ForeSee Results will provide JavaScript code to the State of Michigan for placement on the Student Financial Services website. Our code is already deployed on the main Treasury site. Installing the ForeSee Results code is simple: a few lines of code need to be placed on the specific pages from where you want the survey to pop. This can be done by using a content management system or by placing the code on individual pages. The process also requires saving two JavaScript files in the root directory of those pages.

5. Report on the survey's two findings

   ForeSee Results will regularly analyze "voice of customer" data continuously collected from both sites and provide reporting and analysis. As specified in this RFP, we will provide monthly Satisfaction Performance Reports and quarterly Satisfaction Insight Reviews as defined below:

   - **<u>Satisfaction Performance Reports (SPRs)</u>: Each month, your Satisfaction Research Analyst will compile l graphical reports of your survey results for the previous month. These reports are delivered electronically in Microsoft Excel format and include:**

     • ***Satisfaction Summary*: An overview of site visitors. satisfaction with your website, and, more importantly, the cause-and-effect impact that Element improvements will have on increasing Overall Satisfaction and Future Behaviors**

     • ***Priority Map*: Elements (e.g., Navigation, Site Performance) are placed in a quadrant chart based on a combined assessment of scores and impacts that shows their priority for improvement**

     • ***Trendlines*: Plots number of respondents and Satisfaction scores over time**

     • ***Model Question Distributions:* Provides the distribution of all answers to the ACSI model questions and an average response rating for those questions**

     • ***Custom Question Distributions*: Provides the percent of responses and average response rating (where applicable) for each custom question**

• ***Open-Ended Responses*: Text responses to any open-ended survey questions**

Satisfaction Insight Reviews: In addition to the Satisfaction Performance Reports, your Satisfaction Research Analyst will conduct an in-depth analysis of your results on a quarterly basis. The Satisfaction Insight Review consists of addressing the website.s performance to date, gauging progress towards established goals and presenting Analyst-driven research focused on visitor discovery and site improvement opportunities.

The Satisfaction Research Analyst will also provide action steps, a summary of findings that captures the key points of the discussion and recommendations for new survey questions and/or segmentations. Typically, findings are compiled in an Excel or PowerPoint presentation and presented over the phone to the appropriate members of your team. The information presented in the Satisfaction Insight Review may include any of the information from a Satisfaction Performance Report as well as the following:

• ***Benchmarks*: Comparison to aggregate benchmarks for overall satisfaction, future behavior and element scores so you can see how your scores compare**

• ***Additional Trendlines*: Trendlines for all elements, satisfaction and future behaviors**

• ***Segment Comparisons*: Show the scores and overall satisfaction for each answer choice to a custom question for each element in the survey model**

• ***Segment Analyses* (up to six per quarter): Includes deeper analysis of select customer segments as defined by responses to a survey question (e.g. first-time visitors, those who used search) or by data passed by clients to ForeSee Results (e.g. URL from which the survey was presented)**

6. The surveys will apply to only two MDIT web-sites:
   a. Student Financial Services (SFS) at www.michigan.gov/studentaid.
   b. Treasury's overall web site at www.michigan.gov/treasury.

   ForeSee Results currently measures www.michigan.gov/treasury and will use the same ACSI-based methodology and process to measure online customer satisfaction with www.michigan.gov/studentaid.

7. Provide support and maintenance services

   Denise Zdunczyk will continue to serve as the Satisfaction Research Analyst (SRA) for the State of Michigan websites, providing in-depth familiarity with your team and your account. Working closely with our Implementation Specialist and Technical Teams, she will ensure that the State of Michigan receives the necessary support.

8. Once fully operational contractor will perform the following:
   a. Obtain data, develop and distribute reports.
   b. Analyze and recommend.
   c. Provide support and maintenance services.

   On a monthly basis, the State of Michigan will receive a set of Satisfaction Performance Reports for both sites as previously described.

   On a quarterly basis, the State of Michigan will have in-depth Satisfaction Insight Reviews for both sites as previously described.

As it has been with the State of Michgan's overall Treasury website, we envision our continued partnership as a collaborative process. Working together, ForeSee Results will determine areas of focus for upcoming reviews, site visitor segments of interest for analysis, etc.

ForeSee Results will provide necessary support to the State of Michigan throughout the process. However, unlike a software-based solution, the required technical support and maintenance will be minimal.

1.102 OUT OF SCOPE

Personal one-on-one interviews, phone surveys and additional enhancements are out of scope. Vendor must confirm any products and services that are considered outside the scope of this RFP.

Uploading, implementation and placing the code throughout the Treasury website will be done by MDIT.

ForeSee Results does not recommend any out-of-scope services for this project based on our previous experiences with the State of Michigan Treasury Department website.

1.103 ENVIRONMENT

Information regarding the State's information technology architecture and standards for hardware, database applications, network hardware and monitoring tools, identity management/authentication and development tools may be found at: http://www.michigan.gov/dit/0,1607,7-139-34305---,00.html

Web coding must meet the State's standards, including accessibility. The State codes its web sites to comply with both the Americans with Disabilities Act and the Priority 1 Level Checkpoints of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines 1.0.

http://www.w3.org/TR/WAI-WEBCONTENT/full-checklist.html

ForeSee Results complies with all applicable State standards. In fact, we exceed your standards for compliance with the W3C standards as we comply with Priority 2 Level Checkpoints.

WORK AND DELIVERABLES

Contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The Contractor's proposal must provide the required information and describe how the proposed solution satisfies the requirements, which follow.

A. **Requirements** – Contractor will:
1. Provide specific code to upload to the Treasury website
   a. The State prefers the use of Javascript code.

ForeSee Results will provide Javascript code for uploading to the Student Financial Services website.

2. Provide testing
   a. Contractor shall provide a description of unit, systems and user acceptance testing.
   b. Contractor shall perform complete and comprehensive tests of its code prior to its delivery to the State for placement on the web site.
   c. Contractor is responsible to establish all test environments.
   d. Contractor will test the code in the test environment and provide proof it is operations ready.
   e. If errors are uncovered during testing, Contractor shall make corrections to the code.

ForeSee Results follows a standard implementation process that involves testing of our code. Additionally, we provide easy-to-follow instructions and access to an Implementation Specialist to ensure a smooth implementation of the code on your site. See attached Implementation Instructions document for details.

3. Provide new code if:
   a. Treasury changes/periodically enhances the custom questions or
   b. Treasury requests the loyalty factor be changed.
      i. The loyalty factor is defined as the number of screens the user views before the survey pops.

   ForeSee Results will work with the State to change custom questions as appropriate. This process does not require the deployment of new code. We will also change the loyalty factor as appropriate, which does not require the deployment of new code. We will continue to monitor response rates and provide recommendations to custom questions as part of our service.

4. Provide online reporting immediately following the completion of a statistically significant number of survey responses to be agreed upon with Treasury (approximately 300)
   a. Thereafter, on-line reporting will be recompiled and made available online after each 60 additional responses.

   ForeSee Results will make data available in the Online Portal once we have collected approximately 300 responses for the Student Financial Services website. At that time, we will orient any new State of Michigan team members to the process for using the Online Portal. Thereafter, data will be available online after each additional 60 responses. We will continue to use this same process for the main Treasury website.

5. Provide a website that for MDIT and Treasury to view statistics, reports, comments, and analytical results. The website shall:
   a. Be a specific, secure website, by access via user id and password
   b. Allow consistent monitoring on the State's part in an effort to work with Treasury to identify areas of concern and make appropriate changes.

   Our Online Portal is a secure website accessible via user ID and password that allows the State to consistently monitor survey responses. The Online Portal contains continuously-updated, sample-level data:

   - ***Satisfaction Summary* that shows current scores for each Element and respective impacts**

   - ***Priority Map* showing the elements of your website that need the most attention.**

     Typically, the low-scoring elements with high impact scores have the most influence on behavior. The Priority Map helps focus attention on the aspects of the website that have the most impact on your bottom line and the greatest opportunity for improvement.

   - ***Archival data***

6. Provide additional monthly summary and detail reporting in electronic report format for both of the sites; overall Treasury and SFS to:
   a. Analyze and make recommendations for improved customer satisfaction based on the data collected.

   ForeSee Results will provide monthly Satisfaction Performance Reports in electronic format for both sites as described previously.

7. Provide verbatim comments to all open-ended questions in the reports.

8. Provide quarterly summaries, beginning 3 months from the contract start date, for both of the sites to include for each quarter:
   a. Review survey history
      i. Start date and survey period,
      ii. Total times served,
      iii. Total times completed,
      iv. Response rate.
   b. Average element satisfaction and future behavior results
   c. Benchmarks for element scores
      i. Satisfaction scores and future behavior results.
      ii. Site vs. site comparison among multiple website properties,
      iii. Composite scores for private sector and governmental entities
      iv. List of published scores for individual entities.
   d. Review history of results
      i. Element scores over time,
      ii. Customer satisfaction scores over time,
      iii. Future behavior scores over time.
      iv. Verbatim comments to open ended questions.
   e. Prioritize areas of improvement
      i. areas to focus resources,
      ii. areas to "keep Status Quo",
      iii. areas to monitor and
      iv. Areas to limit additional resources.
   f. Summarize custom question results.
   g. Discuss data segmentation opportunities that the client would like to explore; for example: first-time visitors vs. non-first-time visitors
   h. Provide recommendations
   i. Present results to Treasury at Treasury's work site. Up to 30 color copies of the presentation will be provided along with an electronic version.

ForeSee Results will provide quarterly reports to the State of Michigan for both sites as part of our Satisfaction Insight Review process. During the review process, your SRA will provide analysis of your results, including:

- **Survey history (state date, survey period, total times served and completed)**
- **Average element satisfaction and future behaviors results**
- **Benchmarks –**
  - **For element, satisfaction and future behavior scores – Note that ForeSee Results is uniquely positioned to provide ACSi-based element, satisfaction and future behavior scores as we measure hundreds of private and public sector sites using the exact same methodology, elements and future behaviors as the State of Michigan currently uses.**
  - **Benchmarks comparing the two Michigan sites**
  - **Composite scores for private sector and governmental entities – Unlike other organizations, ForeSee Results currently measures, and regularly provides benchmarks containing aggregated data from hundreds of public and private sector sites.**
  - **List of published scores for individual entities – On a quarterly basis, ForeSee Results publishes the ACSI E-Government Satisfaction Index, which measures online satisfaction with approximately 90 federal government websites, including the IRS, SSA and NIH. These sites provide an ideal benchmark for the State of Michigan. Additionally, the ACSI publishes a yearly government benchmark containing satisfaction scores for leading government agencies and departments from an overall perspective (online and offline). The ACSI each quarter publishes scores for different industries, which may be of interest to the State of Michigan as another form of benchmarking. Finally, ForeSee Results**

regularly does research and publishes private sector benchmarks (e.g., Top 40 Online Retail Satisfaction Index, Online Banking survey, etc.) that may be of interest to the State. While these are different types of sites than the State of Michigan Treasury websites, they may be of interest because the expectations of the people who visit your sites are shaped by all of the sites they visit, not just governmental ones.

- **Performance over time: We will continue to track, trend and report on element, customer satisfaction and future behavior scores over time so that the State can monitor performance over the long term. We will also continue to provide verbatim responses to open-ended questions.**
- **Prioritize areas of improvement – We will continue to help the State of Michigan prioritize areas of improvement based on where they will have the greatest impact on satisfaction and desired future behaviors, such as return visits to the site and recommendations. For both sites, we will group elements (drivers of satisfaction, such as search, look and feel, etc.) into four areas:**
  - **areas to focus resources,**
  - **areas to "keep Status Quo",**
  - **areas to monitor and**
  - **Areas to limit additional resources.**
- **Summarize custom question results – We will continue to do this.**
- **Discuss data segmentation opportunities that the client would like to explore; for example: first-time visitors vs. non-first-time visitors – We will continue to collaborate with the state to identify data segmentation opportunities to enable you to obtain in-depth data on site visitor segments of interest.**
- **Provide recommendations – Based on our experience working with the State of Michigan and other public and private sector websites, ForeSee Results will continue to make recommendations as part of the analysis process.**
- **Present results to Treasury at Treasury's work site. As we have done in the past, we will present results to the Treasury in Lansing, as appropriate, or over the phone. We will provide up to 30 copies of the presentation in addition to an electronic version.**

j. Maintenance and Support

The Contractor will provide on-going services for code changes that the State might request.

i. The Contractor's response must include pricing for all proposed services.

Changes to custom questions, adjustments to the sampling percentage or loyalty factor are included in our all-inclusive pricing structure.

b. The Contractor's proposal must include a contractual turn-around time for small, medium and complex changes and indicate changes are included in the on-going support and maintenance costs.

c. Contractor shall provide options for telephone, fax, e-mail and internet access for technical support of State-supported functions of the system and the resolution of system issues.

i. Such support shall be provided during normal business hours (Monday through Friday), not including State holidays.

ii. The Contractor shall maintain a log and track the resolution of all State-initiated support requests.

Information on contractual turn-around times can be found in the attached Service Level Agreement. ForeSee Results can be reached during normal business hours via the methods described above.

d. Contractor shall describe:

i. Its support services.

ii. How requests for code modifications will be handled.

iii. How bug fixes and errors will be reported and resolved.

e. Contractor's proposal shall provide maintenance and identify associated costs for the duration of the contract, with clear identification of what is and what is not covered.

Support services are defined in the Service Level Agreement.
In the event of any code issues, ForeSee Results will work with the State to promptly resolve the issues without additional cost. Maintenance costs are not really applicable, due to the nature of our service. All necessary support is included in our all-inclusive pricing structure.

B. **Service Levels (Quality Requirements) -** Contractor shall meet the following service level requirements:

1. All problems shall be resolved, or a plan of action to resolve, within 4 hours from the time the problem was first reported to Contractor. If statistics program is down a 24 hour resolution is required.

   Because we recognize the importance of maintaining a high level of customer satisfaction, ForeSee Results has a number of mechanisms in place to quickly resolve problems. Members of our technical team are also reachable via cell phone and pager and are always on stand-by in the event of a technical issue. In the case of a technical issue, the technical team would follow a pre-defined process to resolve the issue, escalating it up to the President and CEO of the company if necessary.

   In the event of a technical issue, the Technical Team would notify the Satisfaction Research Analysts, who would take appropriate action.

   Additionally, the Satisfaction Research Analyst monitors site activity to identify any potential problems, such as low response rates to the survey. Any issues of this nature would be immediately brought to the State's attention with a proposed plan of resolution.

   For any issues brought to our attention by the State, we will develop a plan of action or resolve the issue within four hours.

2. The Contractor's on-line system (to view statistics, reports, etc) shall be accessible by users no less than 99.9% of the time between 7am and 6pm on business days. Scheduled maintenance teams will be mutually established as needed.

   Our system will be available 99.9% of the time between 7 am and 6 pm on business days. Whenever possible, we attempt to perform systems upgrades and other maintenance tasks during off-times.

C. Services to be Provided

1. <u>Narrative and Work Plan Solution</u>. Contractor's proposal shall include a detailed narrative solution and work plan to address the stated objectives. The narrative and work plan must address how, at a minimum, the following contract requirements will be met:
   a. <u>Overall Plan</u>. The Contractor shall:
      i. Provide the tools and assistance needed to implement a software and survey ACSI-Based Model for each of the sites being monitored.
      ii. Design and build survey needed to gather customer intelligence. Advise Treasury regarding the specific implementation of the web-based survey components (code).
      iii. Assist in the analysis of the data.

Please see the attached <u>Implementation Instructions</u> and <u>Project Plan</u>.

   b. <u>Identify the data, information and resources required from Treasury</u>.
   c. <u>Commencement of the ACSI-Based Model Initiative.</u> – Contractor shall
      i. Provide a proposed schedule for commencing the ACSI-Based Model initiative.

ii. This schedule shall include a list of dates and times for briefing the Treasury - Executive Office, Revenue, SFS and the BPM.
iii. A hard copy and soft copy of the plan must be provided to Treasury.

Please see the attached Project Plan.

d. Provide technical support to assist Treasury/MDIT with the following task(s):
   i. Placement of the survey on the web
   ii. Recommend in a report web enhancement suggestions in response to survey results.
      1. MDIT and Treasury shall be responsible for developing and implementing any improvements which are suggested by the Contractor.

Please see the attached Implementation Instructions, Implementation Packet and Client Checklist.

On an ongoing basis, as part of the monthly Satisfaction Performance Reports and the quarterly Satisfaction Insight Review process, ForeSee Results will provide recommendations for specific areas of the website to improve based on where improvements would drive the greatest increases in satisfaction and future behaviors based on direct "voice of customer" feedback.

e. Testing
   i. Contractor is responsible for delivering a fully-tested system that is ready for user acceptance testing by designated State personnel.
   ii. MDIT and Treasury shall perform joint user acceptance testing of the web-based survey process.
   iii. Final Project Plan – Within fifteen (15) working days of the award of the Contract, the Contractor will submit their final project plan to the State's Project Manager for final approval.
a. Contractor agrees that the Project Plan shall become incorporated as part of the Contract and Scope of Services.
b. The Plan will serve as the State's measurement tool, outlining all of the tasks, testing periods and delivery dates.

Contractor agrees.

1.2 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

The work is to be performed, completed, and managed at the Contractor's location. (Since testing and constant interaction with State staff will be required it is important that the work be performed within the State of Michigan with a preference given for firms that are located in proximity to Lansing Mi.)
The Contractor must have experience using the ACSI-based model. The Contractor must describe the role of each of their employees who will be fulfilling the requirements of this contract. Key personnel must be identified. Treasury and MDIT Agency Services approval must be granted prior to the switch of any key personnel.

ForeSee Results is located in Ann Arbor, Michigan, within close proximity to Lansing. ForeSee Results has used the ACSI model to measure online customer satisfaction for hundreds of private and public sector websites since our founding in 2001. In fact, we have collected more than five million completed responses.

The same key team that has been working on the State of Michigan Treasury site will remain in place for both sites. Please see team bios at the end of this section.

Contractor's staff must be able to pass a security clearance check. Contractors must present certifications evidencing satisfactory background checks and drug tests for all staff identified for assignment to this project. Contractor is responsible for any costs associated with ensuring their staff meets all requirements.

We would be happy to submit to security clearance checks as deemed necessary.
The Contractor will provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work.

Please see attached Project Team Organizational Chart.

The Contractor will provide resumes for staff, including subcontractors, who will be assigned to the Contract, indicating the responsibilities and qualifications of such personnel, and stating the amount of time each will be assigned to the project. The Contractor will commit that staff identified in its proposal will actually perform the assigned work.

The staff identified in the proposal will actually work on the project, as they have in the past. We will not use any sub-contractors on the project.

The Contractor will provide a project lead to work closely with the designated personnel from the State to insure a smooth transition to the new system. The project lead will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State.

We do not anticipate any transition issues, but will assign a project lead to the project. In her role as a Satisfaction Research Analyst, Denise Zduncyzk will continue to act as project lead, analyst and primary day-to-day contact for the State of Michigan.

The Contractor shall assign a project lead for the services. The Contractor's project lead responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor’s subcontractors, if any
- Develop the project plan and schedule, and update as needed
- Serve as the point person for all project issues
- Coordinate and oversee the day-to-day project activities of the project team
- Assess and report project feedback and status
- Escalate project issues, project risks, and other concerns
- Review all project deliverables and provide feedback
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures
- Prepare project documents and materials
- Manage and report on the project’s budget

Denise Zduncyzk will continue to serve as SRA/project lead and fulfill all of the responsibilities defined above except for managing sub-contractors (which we will not use) and managing and reporting on the project’s budget. Because of our fixed, yearly fee pricing structure, this is not applicable.

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work. The Contractor shall also provide disaster recovery functionality including: capability for on-line back-ups, redundancy for minimal loss of data in the event of hot site catastrophe, minimal single point of failure. The Contractor’s system must include automatic notification of system failures.

ForeSee Results monitors system uptime through both internal and external tools to ensure that we are maintaining appropriate service levels.

Additionally, ForeSee Results has redundancy built into our product system at the web, application and database levels. We also have a comprehensive disaster recovery plan through our hosting company.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The State Project Team will consist of: an agency project manager, MDIT project manager, and MDIT contract administrator. The Michigan Department of Treasury and MDIT will be responsible for this project. MDIT will be responsible for the State's infrastructure and work together with the Contractor in determining the system configuration.

The State Project Team will provide the following services:

- Approve the project schedule
- Authorize modifications for scope, resources, and budget of the project
- Ensure senior management commitment to the project
- Act as a final arbiter on proposed changes that significantly affect the business interests of the State
- 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 lead, within 48-hours of their expected decision date.

The State's and Agency's Project Managers/Leads will work together to provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between contractors
- Facilitate communication between different State departments/
- Resolution of project issues
- Escalation of outstanding/high priority issues
- Utilize change control procedures
- Conducting regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Documentation and archiving of all important project decisions

Treasury's Subject Matter Experts, representing the business units involved, will provide the information needed to design the questions to be included in the survey. They shall be available on an as needed basis.

The Michigan Dept. of Information Technology is responsible for the administration of the services within the contract. MDIT shall provide a project manager as a contact for all issues pertaining to the execution of services under the contract.

MDIT shall provide a Contract Administrator whose duties shall include but not e limited to supporting the management of the Contract.

ForeSee Results will continue to work in a collaborative manner with the MDIT as we have done for the past three years.

1.203 OTHER ROLES AND RESPONSIBILITIES

None

1.3 Project Plan

1.301 PROJECT PLAN MANAGEMENT

A. Orientation Meeting
   1. Upon ten (10) calendar days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract.
   2. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor.
   3. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

ForeSee Results will attend an orientation meeting in Lansing.

B. Performance Review Meetings
   1. The State will require the Contractor to attend monthly meetings, at a minimum, to review the Contractor's performance under the Contract.
   2. The meetings will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor.
   3. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

C. Project Control
   1. The Contractor will carry out this project under the direction and control of the name of Treasury and MDIT.
   2. The Contractor will manage the project in accordance with the PMBOK® (Project Management Body of Knowledge from the Project Management Institute) and the state's Project Management Methodology (PMM). Methodology is available at www.michigan.gov/projectmanagement.
      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.
      b. Contractor shall use automated project management tools, as reasonably necessary, in order to perform the cited Services, which shall include, through the end of the Contract, the capability to produce:
         i. Staffing tables with names of personnel assigned to Contract tasks.
         ii. Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next sixty (60) calendar days, updated semi-monthly).
         iii. Updates must include actual time spent on each task and a revised estimate to complete.
         iv. Graphs showing critical events, dependencies and decision points during the course of the Contract.
      ii. 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's standard to the extent such standard is described with reasonable detail in the Statement of Work.

As the State of Michigan has seen over the past three years with the deployment and ongoing administration of online customer satisfaction on the Treasury website, our process for implementation is relatively simple and can be accomplished in two to three weeks. Also, our solution is code-based, not software-based, which requires far fewer steps and far less time and resources and can be accomplished using a standard implementation process. Therefore, many of the project management tools outlined above do not apply.

ForeSee Results will continue to manage this project using established internal project management tools and quality control procedures to ensure that we are delivering the highest quality service to the State of Michigan. Project management tools include timelines, checklists, resource allocation lists.

1.302 REPORTS

Reporting formats must be submitted to the State's Project Manager for approval within 30 business days after the effective date of the contract resulting from this RFP. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

In addition to the reports identified in Section 1.104, Contractor will provide reports on:

- Monthly status of activities
- Issues
- Change control

Because of the nature of our service and the short-term implementation, the above reports do not apply. The State can monitor activity on an ongoing basis 24/7 through the ForeSee Results Online Portal.

1.4 Project Management

1.401 ISSUE MANAGEMENT

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

Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's 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

ForeSee Results will immediately notify our contacts at the Michigan Department of Treasury should any issue arise.

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 Contract. Risk management generally involves (1) identification of the risk, (2) assigning a level of priority based on the probability of occurrence and impact to the project, (3) definition of mitigation strategies, and (4) monitoring of risk and mitigation strategy.

Contractor's proposal must define risks identified as being significant to the success of the project. Include how you would propose to effectively monitor and manage these risks, including reporting of risks to the State.

- **Improper implementation of the survey code – This is unlikely to happen, as the implementation process would be the same as for the code that was successfully implemented on the main Treasury website. However, if this did occur and the site was not properly collecting survey responses, we would become aware of it throughout our activity tracking process and would work with the State of Michigan to promptly rectify the problem**.

- **Client Non-Responsiveness to Survey Design & Deployment – While we do not anticipate this type of issue, we have encountered issues with some clients where the survey deployment process is delayed due to lack of client responsiveness at different stages of the process.**

- **Low survey response rate – We employ a number of mechanisms to track response rates from the time a new measurement goes "live." If we identified below-normal survey activity, we would determine whether it was a temporary concern or an ongoing issue. Depending on the situation, we might recommend changing the loyalty factor or the sampling percentage.**

- **Additionally, ForeSee Results continually investigates and develops new technology to combat pop-up blockers and other situations that could interfere with data collection.**

1.403 CHANGE MANAGEMENT

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

If a proposed contract change is approved by the Agency, the Contract Administrator will submit a request for change to the Department of Management and Budget, Purchasing Office Buyer, who will make recommendations to the Director of Purchasing Office regarding ultimate approval/disapproval of change request. If the DMB Purchasing Office Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Office Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DMB Office of Purchasing Office, risk non-payment for the out-of-scope/pricing products and/or services.**

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

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

If you continue to work with ForeSee Results on this initiative, migration will not be necessary, meaning that change management processes will not be necessary or applicable.

1.5 Acceptance

1.501 CRITERIA

All deliverables must be accepted by Treasury's Executive Office, Bureau of Program Management and management affiliated with each web site being monitored.

Acceptance is tied to consistent and timely performance of required services and the delivery of deliverables described above.

Contractor agrees with the criteria.

1.502 FINAL ACCEPTANCE

Final acceptance is expressly conditioned upon completion of all deliverables, completion of all tasks in the project plan as approved, completion of all applicable inspection and/or testing procedures, and the certification by the State that the Contractor has met the defined requirements.
Contractor agrees with your final acceptance criteria.

1.6 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

ForeSee Results will identify all information related, directly or indirectly, to the Contractor's proposed charges for services and deliverables including, but not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.

ForeSee Results will provide a cost per quarter of the year. That quarterly cost will be consistent over the 3-year life of the contract, and the 2 option years. This cost will be all-inclusive.

Payment will be made at the end of each quarter, upon the State's acceptance of completion of the quarterly review listed in section 1.302 above. Invoicing will be done quarterly, upon the State's acceptance of completion of the quarterly review listed in section 1.302 above. Both systems, Treasury and SFS, will be identified individually on each invoice.

Travel, travel time and expenses are included in the price of the contract and will not be reimbursed.

Our pricing is based on a fixed, all-inclusive subscription rate. In recognition of the value we place on continued partnership with the State, we will continue to offer a 7% discount on our pricing. Our pricing includes travel, travel time and related expenses.

Article 2 – General Terms and Conditions

2.010 Contract Structure and Administration

Please note our responses to each section in Article 2 following each statement.

2.011 Definitions

Capitalized terms used in this Contract (including its Exhibits) shall have the meanings given below, unless the context requires otherwise:

(a) "Days" means calendar days unless otherwise specified.
(b) "24x7x365" means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
(c) "Additional Service" means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration. "Additional Service" does not include New Work.
(d) "Amendment Labor Rates" means the schedule of fully-loaded hourly labor rates attached as **Article 1, Attachment C**.
(e) "Audit Period" has the meaning given in **Section 2.111**.
(f) "Business Day," whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
(g) "Incident" means any interruption in Services.
(h) "Business Critical" means any function identified in any Statement of Work as Business Critical.
(i) "Deliverable" means physical goods and/or commodities as required or identified by a Statement of Work
(j) "Key Personnel" means any Personnel designated in **Article 1, Section 1.201 and/or Attachment B,** as Key Personnel.
(k) "New Work" means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration. "New Work" does not include Additional Service.
(l) "Services" means any function performed for the benefit of the State.
(m) "State Location" means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
(n) "Subcontractor" means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

a. "Work in Process" means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

We understand the above definitions.

2.012 Attachments and Exhibits

All Attachments and/or Exhibits attached to any, and all Statement(s) of Work, attached to, or referencing this Contract, are incorporated in their entirety into, and form part of, this Contract.

2.013 Statements of Work

(a) The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract, or an amendment to this Contract (see 2.106). Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

(b) Unless otherwise agreed by the parties, each Statement of Work (as defined in Article 1) will include, or incorporate by reference to the appropriate Contract Article 1 Attachment containing, the following information:
- a description of the Services to be performed by Contractor under the Statement of Work;
- a project schedule (including the commencement and completion dates for all tasks, subtasks (for all projects of sufficient duration and complexity to warrant sub task breakdown), and Deliverables;
- a list of the Deliverables to be provided, if any, including any particular specifications and acceptance criteria for such Deliverables, and the dates on which the Deliverables are scheduled to be completed and delivered to the State;
- all Deliverable price schedules and other charges associated with the Statement of Work, the overall fixed price for such Statement of Work and any other appropriate pricing and payment terms;
- a specification of Contractor's and the State's respective performance responsibilities with respect to the performance or completion of all tasks, subtasks and Deliverables;
- a listing of any Key Personnel of Contractor and/or its Subcontractors for that Statement of Work and any future Statements of Work;
- any other information or provisions the parties agree to include.

(c) Reserved.

(d) The initial Statements of Work, as of the Effective Date, are attached to this Contract.

Contractor agrees. A Statement of Work is attached.

2.014 Issuing Office

This Contract is issued by the Department of Management and Budget, Purchasing Office and the Department of Treasury/Department of Information Technology (collectively, including all other relevant State of Michigan departments and agencies, the "State"). OAS is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. **OAS is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within the Office of Purchasing Office for this Contract is:

Jacque Kuch
Purchasing Office
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
kuchj@michigan.gov
517-241-0239

2.015 Contract Compliance Inspector

Upon receipt at OAS of the properly executed Contract, it is anticipated that the Director of DMB Purchasing Office, in consultation with (insert the end using agency), will direct that the person named below, or any other person so designated, be authorized to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of such Contract as that authority is retained by the Office of Purchasing Office**. The Contract Compliance Inspector for this Contract is:

Mark Lawrence
Department of Information Technology
Constitution Hall, South Tower
525 W Allegan Street
Lansing, MI 48909
Lawrencem1@michigan.gov
517-241-1140

2.016 Project Manager
The following individual will oversee the project:

Mary Copping
Department of Information Technology
coppingm@michigan.gov
517-636-5077

Program Manager

Lou Ann Fedewa
Department of Treasury
fedewala@michigan.gov
517-373-3202

2.020 Contract Objectives/Scope/Background

2.021 Background
Please refer to Article 1, Section 1.002

2.022 Purpose
Please refer to Article 1, Section 1.001

2.023 Objectives and Scope
Please refer to Article 1, Section 1.101

We have read and understand the background, purpose and objectives and scope of this project.

2.024 Interpretation
Sections 2.021 through 2.023 are intended to provide background and context for this Contract and are not intended to expand the scope of the obligations under this Contract or to alter the plain meaning of the terms and conditions of this Contract. However, to the extent the terms and conditions of this Contract are unclear or otherwise ambiguous, such terms and conditions are to be interpreted and construed in light of the provisions of this Section.

We understand.

2.025 Form, Function and Utility
If the Contract is for use of more than one State agency and if the Deliverable/Service does not the meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

Contractor agrees.

2.030 Legal Effect and Term

2.031 Legal Effect
Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.
Contractor agrees.

2.032 Contract Term

This Contract is for a period of three (3) years commencing on the date that the last signature required to make the Contract enforceable is obtained. All outstanding Purchase Orders shall also expire upon the termination (cancellation for any of the reasons listed in 2.210) of the Contract, unless otherwise extended pursuant to the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.033 Renewal(s)

This Contract may be renewed in writing by mutual agreement of the parties not less than thirty (30) days before its expiration. The Contract may be renewed for up to two (2) additional one (1) year periods. Successful completion of negotiations surrounding the terms of the extension, will be a pre-requisite for the exercise of any option year.

Contractor agrees.

2.040 Contractor Personnel

2.041 Contractor Personnel

(a) Personnel Qualifications. All persons assigned by Contractor to the performance of Services under this Contract shall be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and shall be fully qualified to perform the work assigned to them. Contractor shall include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role shall be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

(b)

(i) In discharging its obligations under this Contract, Contractor shall provide the named Key Personnel on the terms indicated. **Article 1, Attachment B** provides an organization chart showing the roles of certain Key Personnel, if any.

(ii) Key Personnel shall be dedicated as defined in **Article 1, Attachment B** to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(iii) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. Additionally, the State's request shall be based on legitimate, good-faith reasons. Proposed alternative for the individual denied, shall be fully qualified for the position.

(iv) Contractor shall not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. If the Contractor does remove Key Personnel without the prior written consent of the State, it shall be considered an unauthorized removal ("Unauthorized Removal"). It shall not be considered an Unauthorized Removal if Key Personnel must be replaced for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. It shall not be considered an Unauthorized Removal if Key Personnel must be replaced because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides thirty (30) days of shadowing unless parties agree to a different time period.

The Contractor with the State shall review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its rights under **Section 2.210**.

(v) It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.210**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount shall be $25,000.00 per individual provided Contractor identifies a replacement approved by the State pursuant to **Section 2.041** and assigns the replacement to the Project to shadow the Key Personnel s/he is replacing for a period of at least thirty (30) days prior to such Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least thirty (30) days, in addition to the $25,000.00 liquidated damages for an Unauthorized Removal, Contractor shall pay the amount of $833.33 per day for each day of the thirty (30) day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to $25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide thirty (30) days of shadowing shall not exceed $50,000.00 per individual.

(c) Re-assignment of non-Key Personnel. Prior to re-deploying to other projects, at the completion of their assigned tasks on the Project, teams of its non-Key Personnel who are performing Services on-site at State facilities or who are otherwise dedicated primarily to the Project, Contractor will give the State at least ten (10) Business Days notice of the proposed re-deployment to give the State an opportunity to object to the re-deployment if the State reasonably believes such team's Contract responsibilities are not likely to be completed and approved by the State prior to the proposed date of re-deployment.

i. Re-assignment of Personnel at the State's Request. The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement personnel for the removed person shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with removed personnel results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted in **Section 2.076** for a time as agreed to by the parties.

Contractor agrees with the criteria above. In the event that a key team member was removed from the project because of a promotion or other acceptable circumstance, we would follow our standard procedures (which involve job shadowing) to ensure a smooth transition.

(e) Staffing Levels.

(i) All staff requirements not specified in the applicable Statement of Work or State-approved project plan as State personnel will be supplied by Contractor. This includes secretarial, clerical and Contract administration support staff necessary for Contractor to perform its obligations hereunder.

(ii) Contractor shall provide sufficient personnel resources for the completion of Contract tasks indicated in Contractor's project plan approved by the State. If the level of personnel resources is

insufficient to complete any Contractor Contract tasks in accordance with the Contract time schedule as demonstrated by Contractor's failure to meet mutually agreed to time schedules, Contractor shall promptly add additional qualified personnel resources to the performance of the affected tasks, at no additional charge to the State, in an amount sufficient to complete performance of Contractor's tasks in accordance with the Contract time schedule.

Based on our extensive experience in managing similar projects and our three years of experience with the State of Michigan, we understand the sufficient personnel resources necessary for this project.

(f) Personnel Turnover. The Parties agree that it is in their best interests to keep the turnover rate of employees of Contractor and its Subcontractors who are performing the Services to a reasonable minimum. Accordingly, if the State determines that the turnover rate of such employees is excessive and so notifies Contractor, Contractor will meet with the State to discuss the reasons for the turnover rate and otherwise use commercially reasonable efforts to minimize such turnover rate. If requested to do so by the State, Contractor will submit to the State its proposals for reducing the turnover rate to an acceptable level. In any event, notwithstanding the turnover of personnel, Contractor remains obligated to perform the Services without degradation and in accordance with the State-approved Contract schedule.

Contractor agrees.

(g) Location. All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

We anticipate running this project from our office in Ann Arbor, with visits to Lansing as necessary to meet with the team in person and present results.

2.042 Contractor Identification

Contractor employees shall be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

Contractor agrees with your contractor identification requirements.

2.043 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel, and, as reasonably requested by the State, to provide to the State's agents and other contractors with reasonable access to Contractor's Project personnel, systems and facilities to the extent they relate to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities and provided Contractor receives reasonable prior written notice of such request. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with such requests for access.

Contractor agrees.

2.044 Subcontracting by Contractor

(a) Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to

all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

(b) Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Office of Purchasing Office has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.076** for a time agreed upon by the parties.

(c) In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.

(d) Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.040, 2.110, 2.150, 2.160, 2.171(c), 2.172(b), 2.180, 2.260, 2.276, 2.297** in all of its agreements with any Subcontractors.

ii. The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

This section does not apply to ForeSee Results as we will not use sub-contractors.

2.045 Contractor Responsibility for Personnel

Contractor shall be responsible for all negligent acts and omissions of its employees, as well as the negligent acts and omissions of any other personnel furnished by Contractor to perform the Services.

Contractor agrees, with the modification shown above.

2.050 State Standards

2.051 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at http://www.michigan.gov/dit/0,1607,7-139-30639_30655---,00.html.

ForeSee Results conforms to all technology standards that are applicable to our service.

2.052 PM Methodology Standards

The State has adopted a standard documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. See the State's PMM website at http://www.michigan.gov/projectmanagement.

The Contractor shall use the State's PPM to manage this Contract. If the Contractor requires training on the PMM, those costs shall be the responsibility of the Contractor, unless otherwise stated.

Due to the nature of our service and the short timeframe involved in implementation of our solution, many of the standards do not apply. We utilize an internal project management process and tools to ensure that we consistently deliver high quality results.

2.053 Adherence to Portal Technology Tools

The State has adopted the following tools for its Portal Technology development efforts:

- Vignette Content Management and personalization Tool
- Inktomi Search Engine
- E-Pay Payment Processing Module
- Websphere Commerce Suite for e-Store applications

Unless otherwise stated, Contractor must use the Portal Technology Tools to implement web content management and deployment efforts. Tools used for web-based application development must work in conjunction with Vignette and Inktomi. The interaction with Vignette and Inktomi must be coordinated with DIT, Enterprise Application Services Office, e-Michigan Web Development team.

Contractors that are compelled to use alternate tools must have received an exception from DIT, Enterprise Application Services Office, e-Michigan Web Development team, before this Contract is effective.

Our solution is delivered in JavaScript code, which is a universal solution that works with all of the tools named above.

2.054 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see http://www.michigan.gov/ditservice/0,1607,7-179-25781-73760--,00.html. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

Contractor agrees.

2.060 Deliverables

2.061 Ordering

DIT will continue to oversee the use of this Contract by End Users. DIT may, in writing, delegate to agencies the authority to submit requests for certain services directly to the Contractor. DIT may also designate, in writing, some services as non-delegated and require DIT review and approval before agency acquisition. DIT will use Contractor provided management reports and periodic random agency audits to monitor and administer contract usage for delegated services.

Contractor agrees.

2.62 Software

RESERVED

2.63 Hardware

RESERVED

2.64 Equipment to be New and Prohibited Products

RESERVED

2.070 Performance

2.071 Performance, In General

The State engages Contractor to execute the Contract and perform the Services/provide the Deliverables, and Contractor undertakes to execute and complete the Contract in its entirety in accordance with the terms and conditions of this Contract and with the participation of State representatives as specified in this Contract.

Contractor agrees.

2.072 Time of Performance

(a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables in accordance with the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.072(a)**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and, in such event, shall inform the State of the projected actual delivery date.

i. If Contractor believes that a delay in performance by the State has caused or will cause Contractor to be unable to perform its obligations in accordance with specified Contract time periods, Contractor shall notify the State in a timely manner and shall use commercially reasonable efforts to perform its obligations in accordance with such Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent such delay is caused by the State.

Based on our past experience with the State of Michigan, we do not anticipate any problems in fulfilling our contract obligations in a timely manner. In the event of a delay caused by the State, will promptly notify the appropriate contacts and make all efforts to perform our obligations according to the timeline.

2.73 Liquidated Damages

RESERVED

2.074 Bankruptcy

If Contractor shall file for protection under the bankruptcy laws, or if an involuntary petition shall be filed against Contractor and not removed within thirty (30) days, or if the Contractor becomes insolvent, be adjudicated bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver shall be appointed due to its insolvency, and Contractor and/or its affiliates are unable to provide reasonable assurances that Contractor and/or its affiliates can deliver the services provided herein, the State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish such Works in Process by whatever appropriate method the State may deem expedient. Contractor will fix appropriate notices or labels on the Work in Process to indicate

ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

To secure the State's progress payments before the delivery of any services or materials required for the execution of Contractor's obligations hereunder, and any work which Contractor may subcontract in the support of the performance of its obligations hereunder, title shall vest in the State to the extent the State has made progress payments hereunder.

We do not plan do file for bankruptcy.

2.075 Time is of the Essence

The Contractor agrees that time is of the essence in the performance of the Contractor's obligations under this Contract. [Only use if timing is crucial to a fundamental state program]

ForeSee Results will continue to be responsive and perform our obligations in a timely manner.

2.76 Service Level Agreements (SLAs)

(a) SLAs will be completed with the following operational considerations:

(i) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has occurred as defined in **Section 2.202**,

(ii) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification and/or coordination.

(iii) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. In order to invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.

(iv) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following ("Stop-Clock Conditions"):

1. Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
2. Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.

(b) Chronic Failure for any Service(s) will be defined as three (3) unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling thirty (30) day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three (3) additional months. The termination of the Service will not affect any tiered pricing levels.

(c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two (2) weeks of outage(s) and provide a recommendation for resolution.

ii. All decimals shall be rounded to two decimal places with 5 and greater rounding up and 4 and less rounding down unless otherwise specified.

Contractor agrees.

2.080 Delivery and Acceptance of Deliverables

2.081 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following shall be applicable to all orders issued under this Contract.

(a) Shipment responsibilities - Services performed/Deliverables provided under this Contract shall be delivered "F.O.B. Destination, within Government Premises." The Contractor shall have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.
(b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.
(c) Damage Disputes - At the time of delivery to State Locations, the State shall examine all packages. The quantity of packages delivered shall be recorded and any obvious visible or suspected damage shall be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record such.

Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within fourteen (14) days of receipt. Any damage must be reported to the Contractor within five (5) days of inspection. If this inspection does not occur and damages not reported within thirty (30) days of receipt, the cure for such damaged deliveries shall transfer to the delivery signing party.

The only deliverables potentially involved in this project are hard copies of reporting, which can be delivered as specified above.

2.082 Delivery of Deliverables

(a) Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

See attached Statement of Work for deliverables.

2.083 Testing

(a) Prior to delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and in conformance with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

C. If a Deliverable includes installation at a State Location, then Contractor shall (1) perform any applicable testing, (2) correct all material deficiencies discovered during such quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State shall be entitled to observe or otherwise participate in testing.

Before delivering the survey code to the State, we will follow standard testing procedures, which include:

Key survey development quality control steps include:
-Validating the final questions and text with the client
-Testing all aspects of the survey including text, links, order logos, etc.
-Testing survey URLs
-Validating data collection
-Validating survey code functionality

We also employ internal quality control process for presentations provided to the State.

2.084 Approval of Deliverables, In General

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which will include the successful completion of Testing as applicable in **Section 2.083**, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Prior to commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor in accordance with **Section 2.083(a)**.

(d) The State will approve in writing a Deliverable/Service upon confirming that it conforms to and, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the Contract price for such Deliverable/Service and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if such process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the testing or approval process.

Contractor agrees.

2.085 Process For Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

ForeSee Results will provide quarterly presentations to our primary contact at the State according to the timeframes shown above for review prior to presentation to the entire team.

2.086 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (failing which the State Review Period, by default, shall be thirty (30) Business Days for Services). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Services (or at the State's election, subsequent to approval of the Service). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

Contractor agrees.

2.87 Process for Approval of Physical Deliverables

RESERVED

2.088 Final Acceptance

Unless otherwise stated in the Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable shall occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.080-2.087**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

Contractor agrees.

2.090 Financial

2.091 Pricing

(a) Fixed Prices for Services/Deliverables

Each Statement of Work/PO issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment

milestones and payment amounts. To the extent the parties agree that certain specific Services will be provided on a time and materials basis, such Services shall be provided at the Amendment Labor Rates (**Article 1, Attachment C**). Unless otherwise specified in the Statement of Work, The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

(b) Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope, using the rates in **Article 1, Attachment** Unless specifically identified in an applicable Statement of Work.

(c) Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

(d) Labor Rates

All time and material charges will be at the rates specified in **Article 1, Attachment C**.

ForeSee Results agrees with the above, with the shown modification. Attachment C does not apply as we do not charge based on time and material charges.

2.092 Invoicing and Payment Procedures and Terms

(a) Invoicing and Payment – In General

(i) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(ii) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. The charges for Services billed on a time and materials basis shall be determined based on the actual number of hours of Services performed, at the applicable Labor Rates specified in **Article 1, Attachment C**. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 2.094**.

(iii) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within forty-five (45) days after receipt, provided the State determines that the invoice was properly rendered.

(b) Taxes (See Section 2.305 and Article 3, Section 3.022-3.024 for additional)

The State is exempt from Federal Excise Tax, State and Local Sales Taxes, and Use Tax with respect to the sale to and use by it of tangible personal property. Such taxes shall not be included in Contract prices as long as the State maintains such exemptions. Copies of all tax exemption certificates shall be supplied to Contractor, if requested.

(c) Out-of-Pocket Expenses

Contractor acknowledges that the out-of-pocket expenses that Contractor expects to incur in performing the Services/ providing the Deliverables (such as, but not limited to, travel and lodging, document reproduction and shipping, and long distance telephone) are included in Contractor's fixed price for each Statement of Work. Accordingly, Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates. See http://www.mi.gov/dmb/0,1607,7-150-9141_13132---,00.html for current rates.

(d) Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

(e) Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

(f) Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

Contractor agrees.

2.093 State Funding Obligation

The State's obligation under this Contract is payable only and solely from funds appropriated for the purpose of this Contract. Contractor acknowledges and agrees that all funds for payments after the end of the current fiscal year are subject to the availability of a legislative appropriation for the purpose of this Contract. Should the funds be discontinued ForeSee shall have the right to terminate the contract with 30 days notice to the State. Events of non-appropriation are addressed further in **Section 2.210** of this Contract.

Contractor agrees, with the inclusion of the modification shown above.

2.94 Holdback

RESERVED

2.095 Electronic Payment Availability

Electronic transfer of funds is available to State contractors. Contractor is required to register with the State electronically at http://www.cpexpress.state.mi.us. Public Act 533 of 2004, requires all payments be transitioned over to EFT by October, 2005.

Contractor agrees.

2.100 Contract Management

2.101 Contract Management Responsibility

(a) Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties will include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with **Article 1, Attachment E** (Project Plan) is likely to delay the timely achievement of any Contract tasks.

(b) The Services/Deliverables will be provided by the Contractor either directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor will act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

Contractor agrees.

2.102 Problem and Contract Management Procedures

Problem Management and Contract Management procedures will be governed by the Contract and the applicable Statements of Work.

Contractor agrees.

2.103 Reports and Meetings

(a) Reports.

Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of periodic reports to be issued by Contractor to the State. Such reports may include:

(i) separately address Contractor's performance in each area of the Services;

(ii) for each area of the Services, assess the degree to which Contractor has attained or failed to attain the pertinent objectives in that area, including on-time completion and delivery of Deliverables;

(iii) explain the reasons for any failure to achieve on-time completion and delivery of Deliverables and include a plan for corrective action where appropriate;

(iv) describe any circumstances that Contractor anticipates will impair or prevent on-time completion and delivery of Deliverables in upcoming reporting periods;

(v) include plans for corrective action or risk mitigation where appropriate and describe the status of ongoing problem resolution efforts;

(vi) provide reports setting forth a comparison of actual hours spent by Contractor (including its augmented personnel and Subcontractors) in performing the Project versus hours budgeted by Contractor.

(vii) set forth a record of the material personnel changes that pertain to the Services and describe planned changes during the upcoming month that may affect the Services.

(viii) include such documentation and other information may be mutually agreed to verify compliance with, and meeting the objectives of, this Contract.

a. set forth an updated schedule that provides information on the status of upcoming Deliverables, expected dates of delivery (or redelivery) of such Deliverables and estimates on timing for completion of the Project.

Contractor agrees.

(b) Meetings.

Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of meetings to be held between representatives of the State and Contractor. Contractor shall prepare and circulate an agenda sufficiently in advance of each such meeting to give participants an opportunity to prepare for the meeting. Contractor shall incorporate into such agenda items that the State desires to discuss. At the State's request, Contractor shall prepare and circulate minutes promptly after a meeting.

Contractor agrees.

2.104 System Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the State. Any changes Contractor makes to State systems with the State's approval shall be done in accordance with applicable State procedures, including security, access and configuration management procedures.

ForeSee Results agrees with these criteria and do not plan to make system changes.

2.105 Reserved

2.106 Change Requests

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be in-scope Services/Deliverables, not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such services or providing such deliverables, the Contractor shall notify the State in writing that it considers the services or deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable. If the Contractor does so notify the State, then such a service or deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

(a) Change Requests

(i) State Requests

If the State should require Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

(ii) Contractor Recommendations

Contractor shall be entitled to propose a Change to the State, on its own initiative, should it be of the opinion that this would benefit the Contract.

(iii) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal will include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

(iv) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice shall be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(v) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Office of Purchasing Office.

a. If the State requests or directs Contractor to perform any activities that Contractor believes constitute a Change, Contractor must notify the State that it believes the requested activities are a Change prior to commencing the performance of the requested activities. If Contractor fails to so notify the State prior to commencing performance of the requested activities, such activities shall be considered to be performed gratuitously by Contractor, and Contractor shall not have any right thereafter to assert any claim for additional compensation or time for the performance of such activities. If Contractor commences performance of gratuitous services outside the scope of this Contract and subsequently elects to stop performing such out-of-scope services, Contractor must, at the request of the State, back out or reverse any changes resulting from such performance that would adversely affect the Contract.

Contractor agrees.

2.107 Management Tools

Contractor will use an automated tool for planning, monitoring and tracking the Contract's progress. In addition, Contractor shall use automated project management tools as reasonably necessary to perform the Services, which tools shall include the capability to produce through the end of the Contract: (i) staffing tables with names of personnel assigned to Contract tasks, (ii) project plans showing tasks, subtasks, Deliverables and the resources required and allocated to each (including detailed plans for all Services to be performed within the next sixty (60) days, updated semi-monthly) and (iii) graphs showing critical events, dependencies and decision points during the course of the Contract. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State's standard to the extent such information is described with reasonable detail in the Statements of Work and to the extent the related work is of sufficient project complexity and duration to warrant such reporting.

Please see the attached project plan. Due to the nature of our service and the short timeframe of the implementation, some of the management tools described above are not necessary.

2.110 Records and Inspections

2.111a Records and Inspections

(a) Inspection of Work Performed. The State's authorized representatives shall at all reasonable times and with ten (10) days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon ten (10) Days prior written notice and at all reasonable times, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that such access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

(b) Examination of Records. Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the "Audit Period"), shall, upon twenty (20) days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

(c) Retention of Records. Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information

pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

(d) Audit Resolution. If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within thirty (30) days from receipt of such report, unless a shorter response time is specified in such report. The Contractor and the State shall develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.

Contractor agrees.

2.112 Errors

(a) If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten percent (10%), then the Contractor shall pay all of the reasonable costs of the audit.

Contractor agrees.

2.120 State Responsibilities

2.121 State Performance Obligations

(a) Equipment and Other Resources. To facilitate Contractor's performance of the Services/Deliverables, the State shall provide to Contractor such equipment and resources as identified in the Statements of Work or other Contract Exhibits as items to be provided by the State.

(b) Facilities. The State shall designate space as long as it is available and as provided in the Statement of Work, to house Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing shall observe and comply with all rules and regulations relating to, each of the State Facilities (including hours of operation) used by Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for Contractor's use, or to which Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

(c) Return. Contractor shall be responsible for returning to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

(d) Except as otherwise provided in **Section 2.220**, the State's failure to perform its responsibilities as set forth in this Contract shall not be deemed to be grounds for termination by Contractor. However, Contractor will not be liable for any default or delay in the performance of its obligations under this Contract to the extent such default or delay is caused by nonperformance of the State's obligations under this Contract, provided Contractor provides the State with reasonable written notice of such nonperformance and Contractor uses commercially reasonable efforts to perform notwithstanding the State's failure to perform. In addition, if the State's nonperformance of its responsibilities under this Contract materially increases the time required for

Contractor's performance or Contractor's cost of performance, Contractor shall be entitled to seek an equitable extension via the Change Request process described in **Section 2.106**.

Contractor agrees.

2.130 Security

2.131 Background Checks

The Contractor shall authorize the investigation of its personnel proposed to have access to State facilities and systems on a case by case basis. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. Such investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/ditservice/0,1607,7-179-25781-73760--,00.html. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

Contractor agrees.

2.140 Reserved

2.150 Confidentiality

2.151 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

Contractor agrees.

2.152 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor shall mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, and proprietary or with a similar designation. "Confidential Information" of the State shall mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State pursuant to applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State pursuant to its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. In the case of information of either Contractor or the State "Confidential Information" shall exclude any information (including this Contract) that is publicly available pursuant to the Michigan FOIA.

ForeSee Results will continue to respect and protect the confidentiality of State information.

2.153 Protection of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or

dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access in order to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) such disclosure is necessary or otherwise naturally occurs in connection with work that is within such Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect such Confidential Information from unauthorized use or disclosure.

Contractor agrees with this statement.

2.154 Exclusions

Notwithstanding the foregoing, the provisions of this Section will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose such Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of such disclosure as reasonably requested by the furnishing party.

Contractor agrees.

2.155 No Implied Rights

Nothing contained in this Section shall be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

Contractor agrees.

2.156 Remedies

Each party acknowledges that, if it breaches (or attempts or threatens to breach) its obligations under this Section, the other party may be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or attempted or threatened to breach) any such obligations, the non-breaching party shall be entitled to seek an injunction preventing such breach (or attempted or threatened breach).

Contractor agrees.

2.157 Security Breach Notification

In the event of a breach of this Section, Contractor shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor shall report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided

for by the Contract within ten (10) days of becoming aware of such use or disclosure or such shorter time period as is reasonable under the circumstances.

2.158 Survival

The parties' respective obligations under this Section shall survive the termination or expiration of this Contract for any reason.

Contractor agrees.

2.159 Destruction of Confidential Information

Promptly upon termination or cancellation of the Contract for any reason, Contractor shall certify to the State that Contractor has destroyed all State Confidential Information.

Contractor agrees.

2.160 Proprietary Rights

2.161c License

Contractor grants to the State a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the Software and related documentation according to the terms and conditions of this Contract. For the purposes of this license, "site-wide" includes any State of Michigan office regardless of its physical location.

The State may modify the Software and may combine such with other programs or materials to form a derivative work. The State will own and hold all copyright, trademark, patent and other intellectual property rights in any derivative work, excluding any rights or interest in Software other than those granted in this Contract.

The State may copy each item of Software to multiple hard drives or networks unless otherwise agreed by the parties.

The State will make and maintain no more than one archival copy of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The State may also make copies of the Software in the course of routine backups of hard drive(s) for the purpose of recovery of hard drive contents.

In the event that the Contractor shall, for any reason, cease to conduct business, or cease to support the Software, the State shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

As our solution is not software-based, this section does not apply.

2.162 Source Code Escrow

(a) Definition. "Source Code Escrow Package" shall mean:

(i) A complete copy in machine-readable form of the source code and executable code of the Licensed Software, including any updates or new releases of the product;

(ii) A complete copy of any existing design documentation and user documentation, including any updates or revisions; and/or

(iii) Complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. Such instructions shall include precise identification of all compilers, library packages, and linkers used to generate executable code.

(b) Delivery of Source Code into Escrow. Contractor shall deliver a Source Code Escrow Package to the Escrow Agent, pursuant to the Escrow Contract, which shall be entered into on commercially reasonable terms subject to the provisions of this Contract within thirty (30) days of the execution of this Contract.

(c) Delivery of New Source Code into Escrow. If at anytime during the term of this Contract, the Contractor provides a maintenance release or upgrade version of the Licensed Software, Contractor shall within ten (10) days deposit with the Escrow Agent, in accordance with the Escrow Contract, a Source Code Escrow Package for the maintenance release or upgrade version, and provide the State with notice of the delivery.

(d) Verification. The State reserves the right at any time, but not more than once a year, either itself or through a third party contractor, upon thirty (30) days written notice, to seek verification of the Source Code Escrow Package.

(e) Escrow Fees. All fees and expenses charged by the Escrow Agent will be paid by the Contractor.

(f) Release Events. The Source Code Escrow Package may be released from escrow to the State, temporarily or permanently, upon the occurrence of one or more of the following:

(i) The Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;
(ii) The Contractor has wound up or liquidated its business voluntarily or otherwise and the State has reason to believe that such events will cause the Contractor to fail to meet its warranties and maintenance obligations in the foreseeable future;
(iii) The Contractor voluntarily or otherwise discontinues support of the provided products or fails to support the products in accordance with its maintenance obligations and warranties.

(g) Release Event Procedures. If the State desires to obtain the Source Code Escrow Package from the Escrow Agent upon the occurrence of an Event in **Section 2.162(f)**, then:

(i) The State shall comply with all procedures in the Escrow Contract;
(ii) The State shall maintain all materials and information comprising the Source Code Escrow Package in confidence in accordance with this Contract;
(iii) If the release is a temporary one, then the State shall promptly return all released materials to Contractor when the circumstances leading to the release are no longer in effect.

(h) License. Upon release from the Escrow Agent pursuant to an event described in **Section 2.162(f)**, the Contractor automatically grants the State a non-exclusive, irrevocable license to use, reproduce, modify, maintain, support, update, have made, and create Derivative Works. Further, the State shall have the right to use the Source Code Escrow Package in order to maintain and support the Licensed Software so that it can be used by the State as set forth in this Contract.

a. Derivative Works. Any Derivative Works to the source code released from escrow which are made by or on behalf of the State shall be the sole property of the State. The State acknowledges that its ownership rights are limited solely to the Derivative Works and do not include any ownership rights in the underlying source code.

As our solution is not software-based, this section does not apply.

2.163 Rights in Data

(a) The State shall own all data and Measurements defined in the applicable Statement of Work that result from the Services hereunder. The State hereby grants to Contractor a perpetual, non-exclusive, royalty free, fully paid-up, worldwide license, to use such data and Measurements in the performance of the

Services and in the creation of indices which are compiled from the aggregated data and measurements of at least five (5) separate third party clients of Contractor (the "**Aggregated Indices**"); provided however that (i) no portion of such aggregated data and measurements can be separately identified as the State's data and/or Measurements, and (ii) Contractor shall not publish or disclose to any third party State's data or Measurements without the prior written consent of the State in each instance. Contractor shall be the sole owner of the Aggregated Indices. Contractor has the right to use the State's name in listing the participating entities whose information comprises the Aggregated Indices provided however that no fewer than four (4) other participating entities' names shall also be listed as participants in a given Aggregated Index. Notwithstanding the foregoing, Contractor will not use the State's data for any purpose other than as expressly provided herein , nor will any employee of Contractor other than those on a strictly need to know basis have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, Contractor shall only use personally identifiable information as strictly necessary to provide the Services and shall disclose such information only to its employees who have a strict need to know such information. Contractor shall comply at all times with all laws and regulations applicable to such personally identifiable information.
Please note that we have modified the above section to reflect our standard criteria.

(b) The State is and shall remain the owner of all State-specific data pursuant to the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State shall only use personally identifiable information as strictly necessary to utilize the Services and shall disclose such information only to its employees who have a strict need to know such information, except as provided by law. The State shall comply at all times with all laws and regulations applicable to such personally identifiable information. Other material developed and provided to the State shall remain the State's sole and exclusive property.
Contractor agrees, with the inclusion of the changes made to (a).

2.164 Ownership of Materials

State and Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State

Contractor agrees, although our solution is not software based. .

2.165 Standard Software

If applicable and necessary, all Standard Software used in performing the Services shall be provided to the State under a separate license agreement between the State and the owner (or authorized licensor) of such software. Standard Software to be licensed to the State is listed in **Exhibit C**.

Our solution is not software-based.

2.166 Pre-existing Materials for Custom Software Deliverables

Neither Contractor nor any of its Subcontractors shall incorporate any preexisting materials (including Standard Software) into Custom Software Deliverables or use any pre-existing materials to produce Custom Software Deliverables if such pre-existing materials will be needed by the State in order to use the Custom Software Deliverables unless (i) such pre-existing materials and their owners are identified to the State in writing and (ii) such pre-existing materials are either readily commercially available products for which Contractor or its Subcontractor, as the case may be, has obtained a license (in form and substance approved by the State) in the name of the State, or are materials that Contractor or its Subcontractor, as the case may be, has the right to license to the State and has licensed to the State on terms and conditions approved by the State prior to using such pre-existing materials to perform the Services.

Our solution is not software-based.

2.167 General Skills

Notwithstanding anything to the contrary in this Section, each party, its Subcontractors and their personnel shall be free to use and employ its and their general skills, know-how and expertise, and to use, disclose and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of performing the Services, so long as it or they acquire and apply the foregoing without disclosure of any confidential or proprietary information of the other party.

Contractor agrees with this statement.

2.170 Warranties And Representations

2.171 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract. The performance of all obligations under this Contract shall be provided in a timely, professional, and workman-like manner and shall meet the performance and operational standards required under this Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor shall not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or such Affiliate, any fee,

commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

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

(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(m) All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, it true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

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

Contractor agrees with statements a through n.

2.172 Software Warranties

(a) Performance Warranty

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of ninety (90) days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

(b) No Surreptitious Code Warranty

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the “No Surreptitious Code Warranty.”

As used in this Contract, “Self-Help Code” means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, “Unauthorized Code” means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

(c) Calendar Warranty

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

(d) Third-party Software Warranty

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor’s authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

This statement does not apply to ForeSee Results as we do not incorporate third-party software into the deliverables.

2.173 Equipment Warranty
RESERVED

2.174 Physical Media Warranty
RESERVED

2.175a DISCLAIMER

THE FOREGOING EXPRESS WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.175b Standard Warranties

(a) Warranty of Merchantability

Deliverables shall be merchantable. All Deliverables shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor on the container or label.

(b) Warranty of fitness for a particular purpose

When Contractor has reason to know or knows any particular purpose for which the Deliverables are required, and when the State is relying on the Contractor's skill or judgment to select or furnish suitable Deliverables, the Contractor warranties that the Deliverables are fit for such purpose.

(c) Warranty of title

Contractor shall convey good title in those Deliverables, whose transfer is right and lawful. All Deliverables provided by Contractor shall be delivered free from any security interest, lien, or encumbrance. Deliverables shall be delivered free of any rightful claim of any third person of ownership, interest, lien or encumbrance.

Contractor agrees.

2.176 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, such breach may be considered as a default in the performance of a material obligation of this Contract.

Contractor agrees.

2.180 Insurance

2.181 Liability Insurance

(a) Liability Insurance

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

All insurance coverages provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract shall be issued by companies that have been approved to do business in the State.

See http://www.mi.gov/cis/0,1607,7-154-10555_22535---,00.html.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before the Contract is signed by both parties or before the purchase order is issued by the State, the Contractor must furnish to the Director of Purchasing Office, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Office, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Office, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked ☑ below:

☑ 1. Commercial General Liability with the following minimum coverage:

$2,000,000 General Aggregate Limit other than Products/Completed Operations
$2,000,000 Products/Completed Operations Aggregate Limit
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit
$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ 4. Employers liability insurance with the following minimum limits:

$100,000 each accident
$100,000 each employee by disease
$500,000 aggregate disease

☐ 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars ($1,000,000.00) with a maximum deductible of fifty thousand dollars ($50,000.00).

☐ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars ($10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above. **We are covered for $5,000,000**

☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars ($3,000,000.00) each occurrence and three million dollars ($3,000,000.00) annual aggregate.

☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

(b) Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

(c) Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Purchasing Office certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without

any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

We are in the process of verifying our insurance coverage with our carrier.

2.190 Indemnification

2.191 Indemnification

(a) General Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

(b) Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

(c) Employee Indemnification

In any and all claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

(d) Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor shall have no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; or (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the

State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

Contractor agrees.

2.192 Continuation of Indemnification Obligations

The Contractor's duty to indemnify pursuant to this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

Contractor agrees.

2.193 Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

(a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

1. If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

Contractor agrees.

2.200 Limits of Liability and Excusable Failure

2.201 Limits of Liability

The Contractor's liability for damages to the State shall be limited to two times the value of the Contract or $200,000 (for low risk contracts – Select a higher amount for moderate to high risk contracts) which ever is higher. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor shall be limited to the value of the Contract.

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

Contractor agrees.

2.202 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent such default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its Subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay and provided further that such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay Contractor's performance of the Services/provision of Deliverables for more than ten (10) Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State shall not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance shall continue; (b) the State may terminate any portion of the Contract so affected and the charges payable there under shall be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to Contractor, except to the extent that the State shall pay for Services/Deliverables provided through the date of termination.

Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or

omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.203 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or manmade disaster.

Contractor agrees.

2.210 Termination/Cancellation by the State

The State may terminate this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

2.211 Termination for Cause

(a) In the event that Contractor breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA as defined in **Section 2.076**), which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State (such time period not to be less than thirty (30) days), or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of termination to Contractor, terminate this Contract in whole or in part, for cause, as of the date specified in the notice of termination.

(b) In the event that this Contract is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Contractor shall be responsible for all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs shall not be considered by the parties to be consequential, indirect or incidental damages, and shall not be excluded by any other terms otherwise included in this Contract, provided such costs are not in excess of fifty percent (50%) more than the prices for such Service/Deliverables provided under this Contract.

(c) In the event the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State shall pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

(d) In the event this Contract is terminated for cause pursuant to this Section, and it is determined, for any reason, that Contractor was not in breach of contract pursuant to the provisions of this section, that termination for cause shall be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a termination for convenience.

Contractor agrees.

2.212 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion

or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least forty-five (45) days prior to the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

2.213 Non-Appropriation

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State shall have the right to terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State shall give Contractor at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise made available, the State may, upon thirty (30) days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in such manner and for such periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of such reduction.

(c) In the event the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor pursuant to this Section, the State shall pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. For the avoidance of doubt, this Section will not preclude Contractor from reducing or stopping Services/Deliverables and/or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

Contractor agrees.

2.214 Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense incident to the application for, or performance of, a State, public or private Contract or subcontract; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State reflects upon Contractor's business integrity.

Contractor agrees.

2.215 Approvals Rescinded

The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

Contractor agrees.

2.216 Rights and Obligations Upon Termination

(a) If this Contract is terminated by the State for any reason, Contractor shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) in the event that the Contractor maintains title in Deliverables that is intended to be transferred to the State at the termination of the Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

Contractor agrees

2.217 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

Contractor agrees

2.218 Contractor Transition Responsibilities

In the event this contract is terminated, for convenience or cause, dissolved, voided, rescinded, nullified, expires or is otherwise rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of this Contract, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed ninety (90) days. These efforts shall include, but are not limited to, the following:

(a) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

(b) Information - The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

(d) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This shall include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

(e) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates specified by **Article 1, Attachment C**. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

Contractor agrees

2.219 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

(a) Reconciling all accounts between the State and the Contractor;

(b) Completing any pending post-project reviews.

Contractor agrees

2.220 Termination by Contractor

2.221 Termination by Contractor

If the State materially breaches its obligation to pay Contractor undisputed amounts due and owing under this Contract in accordance with **Section 2.090**, or if the State breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for Contractor to perform the Services, and if the State does not cure the breach within the time period specified in a written notice of breach provided to the State by Contractor (such time period not to be less than thirty (30) days), then Contractor may terminate this Contract, in whole or in part based on Statement of Work for cause, as of the date specified in the notice of termination; provided, however, that Contractor must discharge its obligations under **Section 2.250** before any such termination.

Contractor agrees

2.230 Stop Work

2.231 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to ninety (90) calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this **Section 2.230**. Upon receipt of the stop work order, 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 stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.210**.

Contractor agrees.

2.232 Cancellation or Expiration of Stop Work Order

If a stop work order issued under this **Section 2.230** is canceled or the period of the stop work order or any extension thereof expires, Contractor shall resume work. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within thirty (30) calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.106.**

Contractor agrees.

2.233 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, such termination shall be deemed to be a termination for convenience under **Section 2.212**, and the State shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.230**.

Contractor agrees.

2.240 Reserved

2.250 Dispute Resolution

2.251 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work shall be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor shall submit a letter executed by Contractor's Contract Administrator or his designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the supporting data provided with such an affidavit are current and complete to Contractor's best knowledge and belief.

Contractor agrees.

2.252 Informal Dispute Resolution

(a) All operational disputes between the parties shall be resolved under the Contract Management procedures developed pursuant to **Section 2.100**. If the parties are unable to resolve any disputes after compliance with such processes, the parties shall meet with the Director of Purchasing Office, DMB, or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all information with respect to

the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within sixty (60) calendar days, the Director of Purchasing Office, DMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within thirty (30) calendar days. The opinion regarding the dispute shall be considered the State's final action and the exhaustion of administrative remedies.

(b) This **Section 2.250** will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or pursuant to **Section 2.253**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work pursuant to the Contract.

Contractor agrees.

2.253 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.252** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is such that the damages to such party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Contractor agrees

2.254 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment shall not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.210** and **2.220**, as the case may be.

Contractor agrees.

2.260 Federal and State Contract Requirements

2.261 Nondiscrimination - CIA

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., and any breach of this provision may be regarded as a material breach of the Contract.

2.262 Unfair Labor Practices

Pursuant to 1980 PA 278, MCL 423.231, *et seq*., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

Contractor agrees.

2.263 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html.

2.270 Litigation

2.271 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions thereto, to which Contractor (or, to the extent Contractor is aware, any Subcontractor hereunder) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any such litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement to the Contract Administrator within thirty (30) days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as such. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. In the event that any such Proceeding disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

(i) the ability of Contractor (or a Subcontractor hereunder) to continue to perform this Contract in accordance with its terms and conditions, or

(ii) whether Contractor (or a Subcontractor hereunder) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in such Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that:

(A) Contractor and/or its Subcontractors hereunder will be able to continue to perform this Contract and any Statements of Work in accordance with its terms and conditions, and

(B) Contractor and/or its Subcontractors hereunder have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in such Proceeding.

(c) Contractor shall make the following notifications in writing:

(1) Within thirty (30) days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor shall notify the Office of Purchasing Office.

(2) Contractor shall also notify the Office of Purchasing Office within thirty (30) days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

1. Contractor shall also notify Purchasing Office within thirty (30) days whenever changes to company affiliations occur.

Contractor agrees.

2.272 Governing Law

The Contract shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

ForeSee Results Agrees that the contract shall be governed by the laws of the state of Michigan.

2.273 Compliance with Laws

Contractor shall comply with all applicable state, federal, and local laws and ordinances ("Applicable Laws") in providing the Services/Deliverables.

ForeSee will comply with all applicable state, federal, and local laws and ordinances ("Applicable Laws") in providing the Services/Deliverables.

2.274 Jurisdiction

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

Contractor agrees.

2.280 Environmental Provision

2.281 Environmental Provision

RESERVED

2.290 General

2.291 Amendments

The Contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties.

Contractor agrees.

2.292 Assignment

(a) Neither party shall have the right to assign the Contract, or to assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as such affiliate is adequately capitalized and can provide adequate assurances that such affiliate can perform the Contract. Any purported assignment in violation of this Section

shall be null and void. It is the policy of the State of Michigan to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. In the event of any such permitted assignment, Contractor shall not be relieved of its responsibility to perform any duty imposed upon it herein, and the requirement under the Contract that all payments shall be made to one entity shall continue.

Contractor agrees.

2.293 Entire Contract; Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to such subject matter and as additional terms and conditions on the purchase order shall apply as limited by **Section 2.061**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of **Sections 2.110 through 2.220** of the Contract, which may be modified or amended only by a formal Contract amendment.

Contractor agrees.

2.294 Headings

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

We understand.

2.295 Relationship of the Parties (Independent Contractor Relationship)

The relationship between the State and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor or any of its Subcontractors shall be or shall be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

Contractor agrees.

2.296 Notices

(a) Any notice given to a party under the Contract shall be deemed effective, if addressed to such party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:
State of Michigan
Purchasing Office
Attention: Jacque Kuch
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

with a copy to:
State of Michigan
Department of Information Technology
Attention: Mark Lawrence
Constitution Hall, South Tower
525 W Allegan
Lansing, Michigan 48909

Contractor(s): **ForeSee Results**
Name: **Larry Freed**
Address: **625 Avis Drive, Ste. 200, Ann Arbor, MI 48108**

Either party may change its address where notices are to be sent by giving notice in accordance with this Section.

(b) Binding Commitments

Representatives of Contractor identified in **Article 1, Attachment B** shall have the authority to make binding commitments on Contractor's behalf within the bounds set forth in such table. Contractor may change such representatives from time to time upon written notice.

2.297 Media Releases and Contract Distribution

(a) Media Releases

Neither Contractor nor the State will make any news releases, public announcements or public disclosures, nor will they have any conversations with representatives of the news media, pertaining to the Contract, the Services or the Contract without the prior written approval of the other party, and then only in accordance with explicit written instructions provided by that party. In addition, neither Contractor nor the State will use the name, trademarks or other proprietary identifying symbol of the other party or its affiliates without such party's prior written consent. Prior written consent of the Contractor must be obtained from authorized representatives.

(b) Contract Distribution

Purchasing Office shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Office.

Contractor agrees. However, ForeSee Results may use the State of Michigan's name to describe the participants of the aggregated indices as described in section 2.163.a.

2.298 Reformation and Severability

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

Contractor agrees.

2.299 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed.

Contractor agrees

2.300 No Waiver of Default

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

Contractor agrees

2.301 Survival

Any provisions of the Contract that impose continuing obligations on the parties including the parties' respective warranty, indemnity and confidentiality obligations, shall survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

Contractor agrees

2.302 Covenant of Good Faith

Each party agrees that, in its dealings with the other party or in connection with the Contract, it shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

Contractor agrees

2.303 Permits

Contractor shall obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

Contractor agrees

2.304 Website Incorporation

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

Contractor agrees

2.305 Taxes

Vendors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes defined in Section 3.022 for all persons involved in the resulting Contract.

The State may refuse to award a contract to any Vendor who has failed to pay any applicable State taxes. The State may refuse to accept Vendor's bid, if Vendor has any outstanding debt with the State. Prior to any award, the State will verify whether Vendor has any outstanding debt with the State.

Contractor agrees

2.306 Prevailing Wage

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the

Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project leads, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

This information is posted in a conspicuous place.

2.307 Call Center Disclosure

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this Contract.

This does not apply to ForeSee Results as we will not use a call center.

2.308 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a leading edge on the competitive RFP.

We understand.

2.310 Reserved

2.320 Extended Purchasing

2.321 MiDEAL

Public Act 431 of 1984 permits DMB to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. A current listing of approved program members is available at: http://www.michigan.gov/doingbusiness/0,1607,7-146-6586-16656--,00.html. Unless otherwise stated, it is the responsibility of the Contractor to ensure that the non-state agency is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and equipment at the established State of Michigan contract prices and terms to the extent applicable and where available. Inasmuch as these are non-state agencies, all invoices will be submitted to and payment remitted by the local unit of government on a direct and individual basis.

To the extent that authorized local units of government purchase quantities of Services and/or equipment under this Contract, the quantities of Services and/or equipment purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

As stated earlier, we will not comply at this point. However, we are open to further discussions to better understand the MIDEAL arrangement.

2.322 State Employee Purchases
RESERVED

2.330 Federal Grant Requirements

2.331 Federal Grant Requirements

The following links contain certifications and terms which may be required for some purchases paid via Federal funds. They are included here to be utilized as required.

Lobbying Certifications are usually for agreements over $100,000. The debarment certification is required for all agreements. The last link is where you can go and search for debarred or suspended contractors.

http://straylight.law.cornell.edu/uscode/html/uscode31/usc_sec_31_00001352----000-.html
http://www.archives.gov/federal_register/codification/executive_order/12549.html
http://www.archives.gov/federal_register/executive_orders/pdf/12869.pdf
http://www.epls.gov/epls/servlet/EPLSSearchMain/1

Not applicable.

Exhibit A
Approved Subcontractors

This does not apply as we will not use any subcontractors.

Exhibit B

Approved Hardware

This does not apply.

Exhibit C
Approved Software

This does not apply.

Exhibit D

Binding Commitments

Larry Freed, President and CEO of ForeSee Results, is the only authorized representative to enter into binding commitments with the State of Michigan.

ATTACHMENTS

- Article 1, Attachment B – Pricing Cost
- Article 1, Attachment B – Organizational Chart
- Article 1, Attachment C – Labor Rates – N/A
- Article 1, Attachment D – Deliverables/Statement of Work
- Article 1, Attachment E – Project Plan
- Client Checklist
- Implementation Instructions
- Implementation Packet
- ForeSee Results Service Levels

Article 1, Attachment A

Project Cost

Table 1: Summary of the Project Cost

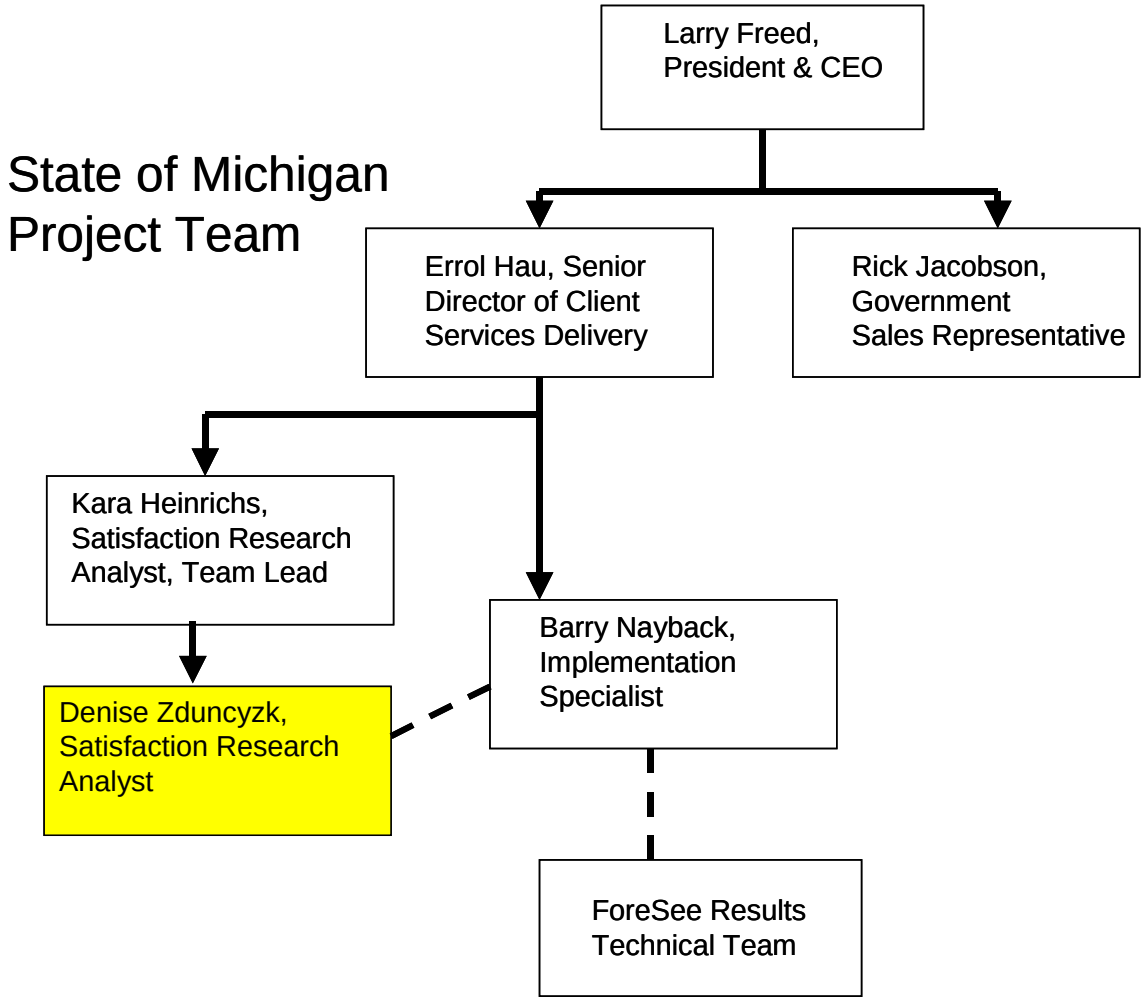
Payment #	Quarter / year	Cost ($) Treasury	Cost ($) SFS
1	1 / year 1	$7,323.25	$7,323.25
2	2 / year 1	$7,323.25	$7,323.25
3	3 / year 1	$7,323.25	$7,323.25
4	4 / year 1	$7,323.25	$7,323.25
5	1 / year 2	$7,323.25	$7,323.25
6	2 / year 2	$7,323.25	$7,323.25
7	3 / year 2	$7,323.25	$7,323.25
8	4 / year 2	$7,323.25	$7,323.25
9	1 / year 3	$7,323.25	$7,323.25
10	2 / year 3	$7,323.25	$7,323.25
11	3 / year 3	$7,323.25	$7,323.25
12	4 / year 3	$7,323.25	$7,323.25
	Sub-total	$87,885.00	$87,885.00
13	1 / option year 4	$7,672.50	$7,672.50
14	2 / option year 4	$7,672.50	$7,672.50
15	3 / option year 4	$7,672.50	$7,672.50
16	4 / option year 4	$7,672.50	$7,672.50
17	1 / option year 5	$7,672.50	$7,672.50
18	2 / option year 5	$7,672.50	$7,672.50
19	3 / option year 5	$7,672.50	$7,672.50
20	4 / option year 5	$7,672.50	$7,672.50
	Total Project Cost	**$ 149,265.00**	**$149,265.00**

* Price reflects 7% discount offered to the State of Michigan.

Article 1, Attachment B

Organizational Chart, including Key Personnel

Project Team



Project Plan: Michigan Treasury

Article 1, Attachment C

Labor Rates –

Our pricing structure is all-inclusive of survey design and deployment; implementation assistance; data collection; reporting and analysis. Therefore, we do not provide hourly labor rates.

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Project Plan: Michigan Treasury

Article 1, Attachment D

Deliverables

STATEMENT OF WORK – Bid # 071I6200244

This Statement of Work #1 is an integral part of and incorporates all of the terms and conditions of the State of Michigan Department of Management and Budget Invitation to Bid #071I6200244.

Description of Services

ForeSee shall conduct a continual online survey of Subscriber sites with the objective of monitoring and actively managing customer responses to functionality and features of the site. ForeSee will use its proprietary software to gather data based on one particular Customer Satisfaction Model per site. Once the minimum amount of data is collected, ForeSee will generate one separate set of results (a "Measurement") via an online reporting facility. Although reports will be generated periodically, the data will be available in real time. ForeSee will analyze and monitor data and provide recommendations throughout the term of service as required and review the data and status of the project (the foregoing collectively, the "Base Service").

ForeSee will provide the following:

1. Suggested questionnaire for Subscriber sites, using the methodology of the American Customer Satisfaction Index, and question models that are specific for each type of site. These question models will be provided to Subscriber for approval and is based on the result of implementation meetings between the Subscriber and ForeSee.
2. Custom question recommendations based on collaboration with the Subscriber. These questions will be designed with the purpose of allowing for data segmentation and deeper analysis of survey results leading to actionable insights.
3. Suggested "welcome" and "thank you" text to be placed on the surveys.
4. Suggested trigger code placements including assistance and guidance to Subscriber.
5. Recommendations for "Customer-passed parameters," (CPPs), i.e., stored values pertaining to site visitors that can be passed by the Subscriber to ForeSee Results along with survey submission. CPPs provide further opportunities for data segmentation and in-depth analysis. Assistance and guidance will also be provided to the Subscriber in implementing and successfully passing CPPs.
6. Survey code for testing and implementation
7. Access to the Online Portal, which is updated as data is collected and includes several online reports:
    - An overall customer satisfaction summary of the data
    - A priority map or quad chart
    - Detailed CustomQuestions report
    - Detailed Question Details (ACSI model questions) report
    - Activity Report
8. Monthly Satisfaction Performance Reports, including:
    - Aggregate satisfaction summary including scores and impacts for elements (satisfaction drivers), satisfaction and future behaviors
    - Satisfaction trendlines
    - A priority map or quad chart

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Project Plan: Michigan Treasury

- Model question distributions
- Custom question distributions
- Open-Ended Responses: Text responses to any open-ended survey questions

9. Quarterly Satisfaction Insight Reviews of results during the term with analysis of results and recommendations for additional survey questions to help focus in on actionable results including benchmark comparisons, additional trendlines, segment comparisons, and up to six segmentation analyses per quarter.

Evaluation of the Services: During the Term, the parties shall periodically evaluate the Services with a view toward tailoring the Services to the needs and demands of the Subscriber.

Measures

Michigan Department of Information Technology – Treasury overall website	Term: 9/26/06-9/25/09 Including option to extend for two additional one year periods.
Student Financial Services website	Term: 36 Months – Term shall commence upon delivery of code and instructions. Including option to extend for two additional one-year periods.
Pricing	Please refer to Article 1, Attachment A
Renewals	*Subscriber may elect to renew in writing by mutual agreement of the parties not less than thirty (30) days before its expiration. The terms may be renewed for up to two (2) additional one (1) year periods. Successful completion of negotiations surrounding the terms of the extension will be a pre-requisite for the exercise of any option year.*

Payment Terms:

- Subscriber will be invoiced in quarterly installments at the end of each quarter beginning on term start date.
- Invoices are due within 45 days after receipt.

To the extent, if any, the terms of this Statement of Work conflict with the terms of a Subscriber Purchase Order, the terms contained in this Statement of Work shall be controlling.

Designated Personnel

Subscriber	Lou Ann Fedewa Dept. of Treasury Bureau of Program Management Phone: (517) 373-3202

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Project Plan: Michigan Treasury

ForeSee Results, Inc.

Rick Jacobson
Government Sales Representative
Phone: (734) 205-2635
Fax: (734) 205-2601

IN WITNESS WHEREOF, the parties have executed this Statement of Work Bid # 071l6200244, effective as of _____.

FORESEE RESULTS, INC	SUBSCRIBER:
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	**Date: _____**

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Project Plan: Michigan Treasury

Article 1, Attachment E

Project Plan

Following is an
will be develop
the Michigan T
Financial Servi

ACTIVITY	WHO	TIME	DESCRIPTION
IMPLEMENTATION – NOTE THAT SOME OF STEPS OUTLINED BELOW CAN OCCUR SIMULTANEOUSLY			
Implementation kick-off meeting	All	July 21	A ForeSee Results' SATISFACTION RESEARCH ANALYST (SRA) initiates a kick-off meeting with all client participants (e.g. website managers, marketing manager, research, and others) and the ForeSee Results' team. The purpose of the meeting is to discuss participants' roles, reporting deliverables, measurement objectives, survey questions, and the overall analysis process.
Client approves final questions	MDIT	July 26	Client provides the SRA approval on ACSI question elements and custom survey questions as well as survey presentation details (SRA will provide guidance).
Client approves survey text	MDIT	July 28	Survey text components include the invitation window, welcome and thank you text and the logo/banner graphic (SRA will provide examples and guidance).
Client approves deployment components	MDIT	August 1	A ForeSee Results' SATISFACTION IMPLEMENTATION SPECIALIST (SIS) will assist the client with finalizing all relevant technical components including: sampling percentage, persistent cookie, loyalty factor, trigger options, and code placement.
ForeSee Results team completes both the survey and the deployment code and delivers code to client	ForeSee Results	August 4	ForeSee Results will begin building the survey once questions, invitation window, and welcome and thank you text are approved and client logo is received. Next, survey code is developed once the client defines sampling percentage, cookies, loyalty factor, and trigger options.
Client installs and tests code in the actual survey environment	MDIT	August 8	In addition to testing performed by ForeSee Results, it is recommended that the client test the survey code in its "real" environment.
Client goes live with survey	MDIT	August 10	Once live, ForeSee Results begins the reporting and analysis delivery cycle.

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Project Plan: Michigan Treasury

ACTIVITY	WHO	TIME	DESCRIPTION
ONGOING DATA COLLECTION, ANALYSIS AND REPORTING OF RESULTS			
Collect first data sample	ForeSee Results	August 18	First sample will contain approximately 300 responses; timing will depend on actual site traffic and sampling percentage
Conduct Online Portal Review	All	August 21	SRA will walk the MDIT team through the Online Portal so that team members know how to use it going forward
Satisfaction Performance Report	ForeSee Results	Between September 1 and 5	Monthly performance report to MDIT/Treasury
Satisfaction Performance Report	ForeSee Results	Between October 1 and 5	Monthly performance report to MDIT/Treasury
Satisfaction Insight Review	All	October	Quarterly in-depth analysis and reporting
Satisfaction Performance Report	ForeSee Results	Between November 1 and 5	Monthly performance report to MDIT/Treasury
Satisfaction Performance Report	ForeSee Results	Between December 1 and 5	Monthly performance report to MDIT/Treasury
Satisfaction Performance Report	ForeSee Results	Between January 1 and 5	Monthly performance report to MDIT/Treasury
Satisfaction Insight Review	All	January	Quarterly in-depth analysis and reporting
Satisfaction Performance Report	ForeSee Results	Between February 1 and 5	Monthly performance report to MDIT/Treasury

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Note that timing of monthly Satisfaction Performance Reports and quarterly Satisfaction Insight Reviews may vary for the main Treasury site, as these could continue according to the current schedule.

Monthly Satisfaction Performance Reports and quarterly Satisfaction Insight Reviews will continue throughout three-year contract with MDIT.

ACTIVITY	WHO	TIME	DESCRIPTION
Satisfaction Performance Report	ForeSee Results	Between March 1 and 5	Monthly performance report to MDIT/Treasury
Satisfaction Performance Report	ForeSee Results	Between April 1 and 5	Monthly performance report to MDIT/Treasury
Satisfaction Insight Review	All	April	Quarterly in-depth analysis and reporting
Satisfaction Performance Report	ForeSee Results	Between May 1 and 5	Monthly performance report to MDIT/Treasury
Satisfaction Performance Report	ForeSee Results	Between June 1 and 5	Monthly performance report to MDIT/Treasury
Satisfaction Insight Review	All	July	Quarterly in-depth analysis and reporting

Client Checklist for ForeSee Results Survey Implementation

- ❑ **Provide contact information and Username/Password**
  You may assign a different username and password for each member of your team who needs to access the online reporting facility, or one username and password to be shared by all. Each needs to be at least 8 characters. Please complete and return the attached form.

- ❑ **Approve Model questions**
  Questions for Content, Functionality, Look and Feel, Navigation, Site Performance and Satisfaction are required. The wording for future behaviors may be modified, but at least one future behavior question is required. If an optional element is included, each question comprising that element must be included.

- ❑ **Approve Custom questions**
  Custom questions complement the model questions, providing opportunities for further data analysis. Custom questions may take virtually any form, including drop-down menus, radio buttons, and open-ended responses.

- ❑ **Confirm logo on survey**
  OMB Guidelines recommend placing only the ForeSee Results logo on the survey to remove any ambiguity over who is conducting the survey.

- ❑ **Approve or customize Welcome and Thank You Text**
  The standard welcome and thank you text (attached) that will appear at the beginning and end of each survey may be customized however you'd like, but OMB guidelines recommend keeping the first couple text lines as is. Again, this is an attempt to remove any ambiguity over who is conducting the survey.

- ❑ **Decide where to place the code**
  In order to implement the surveys on your site, a few lines of code need to be placed on the specific pages from where you want the survey to pop, using a content management system, include files, or by placing the code on individual pages. Two JavaScript files need to be saved in the root directory of those pages.

- ❑ **Determine/approve sampling percentage**
  300 respondents are needed to run the first sample of data. Subsequent samples are then run every 60 new respondents. Our goal is to sample the smallest percentage of your site visitors possible based on your number of unique monthly visits (assume a response rate of 5%).

- ❑ **Determine/approve the Loyalty Factor**
  The loyalty factor dictates the minimum number of pages <u>with the survey code</u> placed on them a visitor must view before they are eligible for the survey to pop. Loyalty factor can be determined by your site layout, as well as the average number of page views per visit. Loyalty factor is typically between three and four pages.

- ❑ **Provide domain of origin**
  A domain of origin, for web content, is not necessarily the same as the domain origin of the web server (the URL can be "masked"). If the survey could be presented from multiple domains of origin, please let us know whether the file structure is the same for each.

- ❑ **Decide whether you would like to implement any customer-passed parameters**
  Any information that you want to store about your visitors may be passed along with survey submission to ForeSee Results in the form of a "customer-passed-parameters." This data can be used for segmenting visitors based on the value of such parameters. The common passed parameters for public-sector clients are: User URL (page from where the survey popped, without query string), the number of pages with code viewed before receiving the survey (loyalty factor) and User Browser Version. If you would like to segment on any other values, there will be customized implementation instructions.

ForeSee Results, Inc.
Survey Implementation Instructions

For Standard Trigger

Document Version 3.0

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Implementing Standard Trigger Code

Upgrading from Previous Version?

If you are upgrading from a previous version of ForeSee Results survey code, please see the Upgrading Section of this document.

Upgrading ForeSee Results Survey Code (pg. 12)

The next five steps are applicable whether you are implementing in a development, QA or production environment.

Step 1: Back up

Back up your web pages before you begin the implementation of the trigger code onto your site. ForeSee Results, Inc. encourages our clients to deploy the new code in a test environment before moving to their production environment.

Step 2: Ensure that you have the following files:

These instructions have been sent to you along with a zip file containing the files below **(Figure 1)**. If you do not have these files, please contact Implementation Services. Contact information is below.

IMPORTANT NOTE: In some cases **.js** (JavaScript) files will not get through email virus software and therefore have been renamed to ***triggerParams.js.txt*** and ***stdLauncher.js.txt*** to ensure successful delivery. **YOU MUST REMOVE** the **.txt** from these files, to their original file extension of **.js** in order for them to be effective.

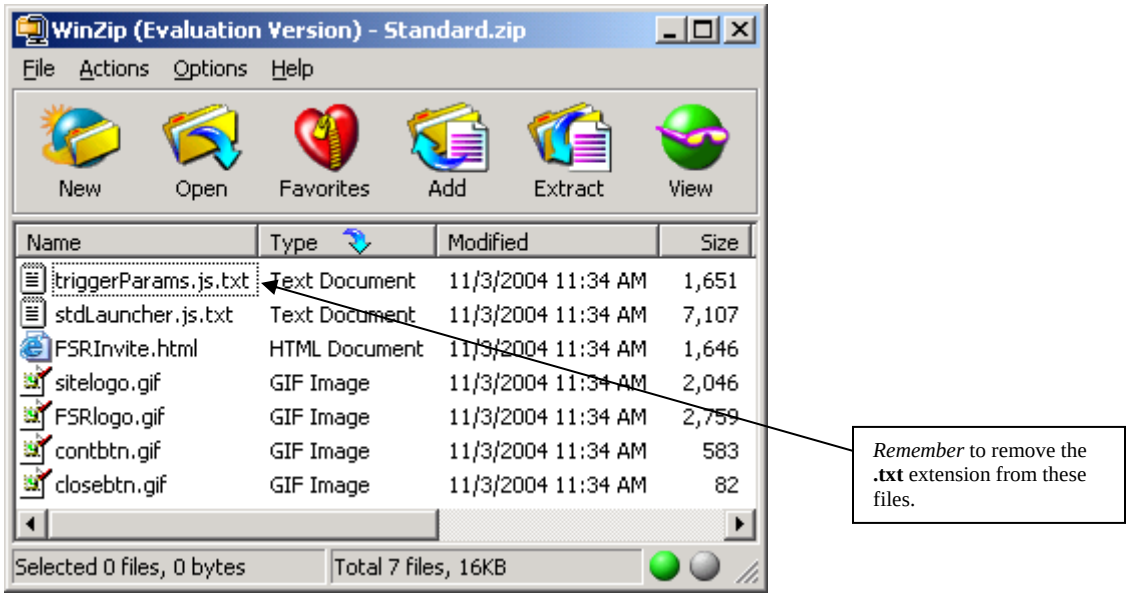


Figure 1 - Implementation Files

Step 3: Save files to web server

Create a folder called "**fsrscripts**" (all lower case) and extract the files from the .zip into this folder. *Remember* to remove the **.txt** extension from the files.

> **If modifying directory structure:** If you do not wish to create a "fsrscripts" folder, be sure to save these files to a directory accessible to the web pages where you would like your survey to be presented. You will need to modify the path of the files shown in **Step 4**.
>
> Also in the triggerParams.js file there is a line to be modified (below):
>
> triggerParms["dhtmlURL"]= "/fsrscripts/FSRInvite.html";

Step 4: Cut and paste JavaScript code into your web pages

If you followed the directory structure in Step 3, we recommend you paste the following three lines of code between <HEAD> and </HEAD> tags. This is a recommendation and not a requirement. The important thing is that the following three lines are executed when the page loads. These three lines of code should be placed **on ALL pages** you wish to have the survey presented.

```
<script type="text/javascript" src="/fsrscripts/triggerParams.js"></script>
<script type="text/javascript" src="/fsrscripts/stdLauncher.js"></script>
<script type="text/javascript">Poll();</script>
```

Step 5: Save the changes to your pages

Once the changes have been completed and saved, your survey implementation will be complete. Proceed to the "Testing Survey Behavior and Presentation" section below to ensure successful deployment.

Testing Survey Behavior and Presentation

Step 1: Change parameters for testing

Before testing, you may edit the 'triggerParams.js' file so the survey will pop on the first page containing ForeSee Results code. Using a file editor such as Notepad, edit the four trigger parameters as shown below (Table 1). Be sure to take note of the settings before you change them so you can change them back before moving the code to production.

Table 1 - Test Trigger Parameter Settings located in triggerParams.js file

```
triggerParms["lf"] = 0; // loyalty factor
triggerParms["sp"] = 100.0; // sampling percentage
triggerParms["npc"] = 1; // no persistent cookies if 1
//triggerParms["domain"] = ".foreseeresults.com"; // domain name**
```

Loyalty Factor:

The Loyalty Factor is the minimum number of pages of the site (that contains our code) that a site visitor must view to be eligible for the survey. Setting the Loyalty Factor to zero will allow this requirement to be met on the first page that contains the ForeSee Results code.

Sampling percentage:

The Sampling Percentage is the percentage of site visitors that you would like to be surveyed. Setting this parameter to 100 allows this requirement to be 100% of the time.

Persistent Cookies:

The Persistent Cookie setting enables us to prevent a survey from being presented to the same user for X number of days. This setting of 1 will allow us to test multiple times without deleting the persistent cookie.

Note: *Keep in mind that once you have been presented with a survey, you will have to open and close your browser in order to delete a session level cookie.*

Domain Name:

Most testing environments are on a local pc or within a different domain than the production environment. If this is the case, it is necessary that you comment this line out when testing to successfully present the survey.

Step 2: Execute the code

Testing Survey presentation

For this step, **turn off** any pop-up blockers that are enabled. Once steps 1-5 above and the testing parameters are in place all you need to do is execute or load a page with our code on it. You may decide to only start with one page of your site, which is fine. Once you load that page the survey will present itself.

Testing Loyalty Factor/Sampling Percentage

If you are testing a Loyalty Factor greater than zero or a Sampling Percentage less than 100, you may have to refresh the page several times in order to meet the survey sampling requirements.

Testing Persistent Cookie Setting

If you are testing the persistent cookie setting, change the **"npc"** parameter = 0. Once you have been presented with a survey, you will not be eligible to receive the survey again until that cookie expires or is deleted.

Where is this cookie stored and can I view it?

Internet Explorer: C:\Documents and Settings\[user]\Cookies

Netscape 7.2: Tools>Cookie Manager>Manage Stored Cookies

FireFox 1.0: Tools>Options>Privacy>Cookies>View Cookies

Step 3: Test pop-up blocker solution

Testing Survey Invitation

For this step, turn on pop-up blocker. Once steps 1-5 above and the testing parameters are in place all you need to do is execute or load a page with our code on it. You may decide to only start with one page of your site, which is fine. **Once you load that page the survey invitation window will present itself**. Click the Continue button to receive the survey. If you don't see the invitation window, see the Pop-up Solution Troubleshooting section in the Troubleshooting Guide of this document.

Figure 2 – Survey Invitation Page

Upload Pages to Production

A Few Things to Remember

If you have been testing:

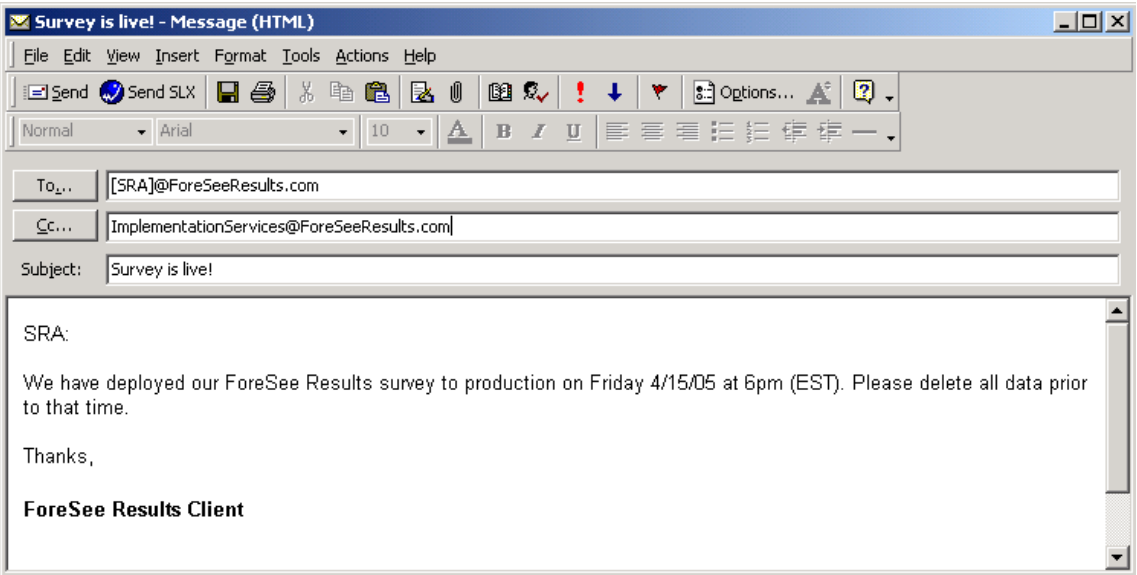
1. If your directory structure was different in your testing environment, make sure the necessary changes are made to accommodate the production environment.
2. Change the Loyalty Factor back to the desired production setting.
3. Change the Sampling Percentage back to the desired production setting.
4. If you are using Persistent cookies, make sure the production setting for the "npc" parameter is set to zero.
5. Un-comment the domain parameter and make sure it is set to your web site domain. (There are exceptions to this rule. Contact Implementation Services if you are unsure.)
6. Call the Implementation Services department at ForeSee Results and have them check your code in production to ensure proper implementation.

If you did not test:

1. Call the Implementation Services department at ForeSee Results and have them check your code in production to ensure proper implementation.

Contact Your Satisfaction Research Analyst

Call or email your Satisfaction Research Analyst (SRA) to inform them when you are going live or that you have gone live. Please pass along the date and time of the upload to production so we can remove all data from the testing phase.



Additional Functionality

Implementing survey as on-Click event

This method of implementation allows you to trigger the survey on the click of an object but still take advantage of the sampling percentage and other parameters that are valuable when analyzing data.

Implementing trigger onClick Event of an object e.g. button, link, image (optional):

In the page(s) where you want the survey to be implemented, add these two lines between <HEAD> and </HEAD> tags:

```
<script type="text/javascript" src="/fsrscripts/triggerParams.js"></script>
<script type="text/javascript" src="/fsrscripts/stdLauncher.js"></script>
```

When implementing the trigger in a click event on an object, add an event handler to the object: onclick="javascript:Poll( )". Examples of objects that can apply an onclick event handler are:

Example 1:

```
<input type=”button” name=”btnname” value=”nameofbutton” onclick=” Poll(); return true;”>
```

Example 2:

```
<img id="clientimageid" onclick=" Poll(); return true;" border="0" src="clientimagename.gif" />
```

Example 3:

```
<A href=”JavaScript: Poll()”>Get Survey</A>
```

Implementing Additional Customer Passed Parameters (CPP's)

Before adding this functionality: If this wasn't discussed during your original implementation, you must inform your SRA or the Implementation Services group if you decide to pass additional parameters.

Customer-passed-parameters are used in the server API to customize the survey form with hidden variables, which, upon submitting the survey, are stored with the respondents' answers. This data can be used for segmenting visitors based on the value of such parameters.

The customer passed parameter should be in the format of triggerParms["cpp_N"] = "name:value" parameter as shown in the sample below. Please note that "N" must be greater than or equal to 5 and multiple CPPs should be named in increasing value label (cpp_5, cpp_6, etc).

NOTE: The **NAME** and **VALUE** of the client CPP's needs to be added in both areas mentioned below.

Insert these lines below the FIRST TWO lines of code in Step 4.

```
<SCRIPT LANGUAGE="JavaScript">
triggerParms["cpp_5"] = "NAME:"+ cppUrlPatch (cppVariable); // CPP -5 –Optional
triggerParms["cpp_6"] = "NAME:"+ cppUrlPatch (cppVariable); // CPP -6 –Optional
</SCRIPT>
```

Example:

```
<SCRIPT LANGUAGE="JavaScript" SRC="/fsrscripts/triggerParams.js"></SCRIPT>
<SCRIPT LANGUAGE="JavaScript" SRC="/fsrscripts/stdLauncher.js"></SCRIPT>
<SCRIPT LANGUAGE="JavaScript">
triggerParms["cpp_5"] = "NAME:"+ cppUrlPatch (cppVariable); // CPP -5 –Optional
triggerParms["cpp_6"] = "NAME:"+ cppUrlPatch (cppVariable); // CPP -6 –Optional
</SCRIPT>
<SCRIPT LANGUAGE="JavaScript">Poll(); </SCRIPT>
```

Important Note: The additional lines of code for customer passed parameters need to be located PRIOR to calling the Poll function as seen above.

Testing Additional Customer Passed Parameters (CPP's)

Quick Test:

1. After implementing the cpp code above, get your survey to present from the test site.
2. Right-click on the survey and select Properties.
3. Copy the entire Address (URL) into a text editor and look for cpp_5 and above, including the intended value.

Thorough Test:

1. After implementing the cpp code above, submit a survey from the test site.
2. Call your SRA (Satisfaction Research Analyst) and ask them to confirm the submission of the parameter.

Troubleshooting Guide
Survey troubleshooting

Survey won't present in test environment

☐ Comment out the domain name parameter.

Most people test functionality in a local environment or stage environment where the domain of those environments is different than the production environment. When we send code to our client, the parameters are set for the production environment and therefore may need to be modified prior to testing. See testing section above (starting at Step 6).

1. Open triggerParams.js with a text editor such as Notepad or Textpad.
2. Find the parameter: *triggerParms["domain"] = ".sampledomain.com"; // domain name*
3. Comment out the domain parameter by inserting two slashes at the beginning of the line like below.
4. //triggerParms["domain"] = ".sampledomain.com"; // domain name
5. Save and close.

☐ Check the directory structure

If you have decided NOT to use the recommended folder called "fsrscripts", or have added directories within the "fsrscripts" folder, you will have to make sure to make a modification to the code on the *implementation page* as well as dhtmlURL parameter in the *triggerParams.js file*.

1. View the source of the implementation page that has the ForeSee Results code.
2. Verify the path of the directory structure and modify as appropriate:

```
<SCRIPT LANGUAGE="JavaScript" SRC="/fsrscripts/triggerParams.js"></SCRIPT>
<SCRIPT LANGUAGE="JavaScript" SRC="/fsrscripts/stdLauncher.js"></SCRIPT>
<SCRIPT LANGUAGE="JavaScript">Poll(); </SCRIPT>
```

3. Open triggerParams.js with a text editor such as Notepad or Textpad.
4. Find the parameter: *triggerParms["dhtmlURL"]= "/**fsrscripts**/FSRInvite.html";*
5. Modify the directory path as appropriate.
6. Save and close.

Survey tested fine but won't present in production environment

☐ Check the directory structure

If you have decided NOT to use the recommended folder called "fsrscripts", or have added directories within the "fsrscripts" folder, you will have to make sure to make a modification to the code on the implementation page as well as dhtmlURL parameter in the triggerParams.js file.

1. View the source of the implementation page that has the ForeSee Results code.
2. Verify the path of the directory structure and modify as appropriate:

```
<SCRIPT LANGUAGE="JavaScript" SRC="/fsrscripts/triggerParams.js"></SCRIPT>
<SCRIPT LANGUAGE="JavaScript" SRC="/fsrscripts/stdLauncher.js"></SCRIPT>
<SCRIPT LANGUAGE="JavaScript">Poll(); </SCRIPT>
```

3. Open triggerParams.js with a text editor such as Notepad or Textpad.
4. Find the parameter: *triggerParms["dhtmlURL"]= "/**fsrscripts**/FSRInvite.html";*

5. Modify the directory path as appropriate.
6. Save and close.

Survey is presented with no scroll bar or has incorrect formatting

☐ Check the order of the JavaScript lines on the implementation page. The triggerParams.js file needs to be referenced before the stdLauncher.js.

1. View the source of the implementation page that has the ForeSee Results code.
2. Verify the **order** of the following lines:

   First Line <SCRIPT LANGUAGE="JavaScript" SRC="/fsrscripts/triggerParams.js"></SCRIPT>
   Second Line <SCRIPT LANGUAGE="JavaScript" SRC="/fsrscripts/stdLauncher.js"></SCRIPT>
   Third Line <SCRIPT LANGUAGE="JavaScript">Poll(); </SCRIPT>

☐ Call the Implementation Services Team at ForeSee Results, Inc. Contact information is below.

Pop-up Solution troubleshooting

When pop-up blocker is on, the Invitation window doesn't show up or a window pops up with page cannot be found message.

☐ Check dhtmlURL path in triggerParams.js file.

1. Open triggerParams.js with a text editor such as Notepad or Textpad.
2. Find the parameter: *triggerParms["dhtmlURL"]= "/**fsrscripts**/FSRInvite.html";*
3. Modify the directory path as appropriate.
4. Save and close.

When pop-up blocker is on, the Invitation window shows up but the 'Continue' button and 'Close' button do not work.

☐ Check permissions on directories. In rare cases we have noticed that the FSRInvite.html file must be in a directory with the same permissions as the directory containing the web page containing our JavaScript code.

Upgrading ForeSee Results Survey Code

If you are upgrading from a previous version of code, please read these instructions carefully and contact the Implementation Services team at ForeSee Results if you have any questions. We are continually working to streamline our implementation process and therefore even though the basic process of implementation is similar, the code you have currently installed may not be valid any longer.

Specifically, we no longer use event handlers such as ***onLoad*** or ***onUnload*** to call our "Poll" function. We simply call it as it is executed on the web page. See Step 4, of the Implementing Standard Trigger Code section of this document.

Also we use a default directory called /fsrscripts/ instead of /scripts/. We noticed in rare cases that the /scripts/ directory had tighter security controls and wouldn't allow our code to operate as desired. If you are currently using a /scripts/ directory and would like to continue to do so, see Step 3 of the Implementing Standard Trigger Code section of this document.

Please don't hesitate to call a member of the Implementation Services team if you have questions about your upgrade.

Contact Information

If you have any questions regarding these instructions or need help troubleshooting an issue, please contact a member of the Implementation Services Team:

ForeSee Results, Inc.
Implementation Services Team

Barry Nayback Barry.Nayback@ForeSeeResults.com - (734) 205-2568
Dan Robertson Dan.Robertson@ForeSeeResults.com - (734) 205-2596

Fore*See* Results
625 Avis Drive Suite 200
Ann Arbor, MI 48108

ForeSee Implementation Packet

ForeSee Results, Inc.

Document Version 2.0

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Client Checklist

Complete and return the following items located in this document to your Satisfaction Research Analyst.

☐ **Client Information**

☐ **Implementation/Web Site Information**

☐ **Model questions (see accompanying spreadsheet)**

The wording for future behaviors may be modified, but at least one future behavior question is required. If an optional element is included, each question comprising that element must be included.

☐ **Custom questions (see accompanying spreadsheet)**

Custom questions complement the model questions, providing opportunities for further data analysis. Custom questions may take virtually any form, including drop-down menus, radio buttons, and open-ended responses. These questions can be added, modified or removed at any time.

☐ **Welcome and Thank You Text**

The standard welcome and thank you text will appear at the beginning and end of each survey and may be customized to your liking.

- **Logo Display on Survey**

  You have the option to display both your logo and the ForeSee Results logo, or the ForeSee Results logo only. If you choose to display your logo, please supply a graphic that is 130 x 60 pixels (.gif or .jpg).

☐ **Username and Password for Online Reporting Facility**

Please provide a username and password for each member of your team who needs to access the online reporting facility. Each needs to be at least 8 characters.

Client Information

Contact information to provide to site visitors who call ForeSee Results in hopes of reaching someone within your company. The information below will not be divulged to callers.	
Main Contact First Name*	
Main Contact Last Name*	
Main Contact Title*	
Main Contact Email*	
Main Contact Phone*	
Main Contact Fax	
Company Name*	
Main Contact Address*	
Main Contact Address 2	
City*	
State*	
Zip Code*	
Country	USA
Technical Contact First Name	
Technical Contact Last Name	
Technical Contact Title	
Company Name	
Technical Contact Email	
Technical Contact Phone	
Billing contact First Name*	
Billing contact Last Name*	
Billing contact Phone*	
Billing contact Fax	
Billing contact Email	
Billing Address*	
Billing Address 2	
City*	
State*	
Zip Code*	
Country	USA

* **Indicates a required field**

Implementation/Web Site Information

All of the items of discuss below will be addressed during the Implementation Kickoff meeting with a member of the Implementation Services team. This information will provide helpful information when determining the appropriate ForeSee Results technical solution and will be needed prior to survey code development.

Loyalty Factor

The loyalty factor dictates the minimum number of pages a visitor must view before they are eligible to receive the survey. Loyalty factor is determined by average number of page views per visit and is typically between three and five pages.

Average Page Views per Session:	

Sampling percentage

We estimate the sampling percentage for a specific measure based on the number of unique monthly visits to the web site and assuming a response rate of 6%.

Unique Monthly Visitors:	

Persistent Cookie Length (Non-Government)

A persistent cookie is used to prevent an individual from getting a survey more than once in a set time period. The persistent cookie is typically set to 90 days, but this time period may be modified.

Once a visitor receives a survey, how long before they should be eligible again? (Typically 90 days)	

Web Sites to be measured

The cookies that are dropped to track loyalty factor and whether a survey is shown are associated with you web site(s). If you are measuring multiple web sites, please list them all. If your web site has multiple domains (www.foreseeresults.com and www.foreseeresults.org), please list them all.

Web Sites (www.yahoo.com):	

Customer-Passed Parameters

Any information that you currently store about your visitors during their visit may be passed along with survey submission in the form of a "customer-passed-parameter." This data can be used for segmenting visitors based on the value of such parameters. (e.g. client ID, market ID, order num)

Parameters that you may like to pass along with a survey submission:	

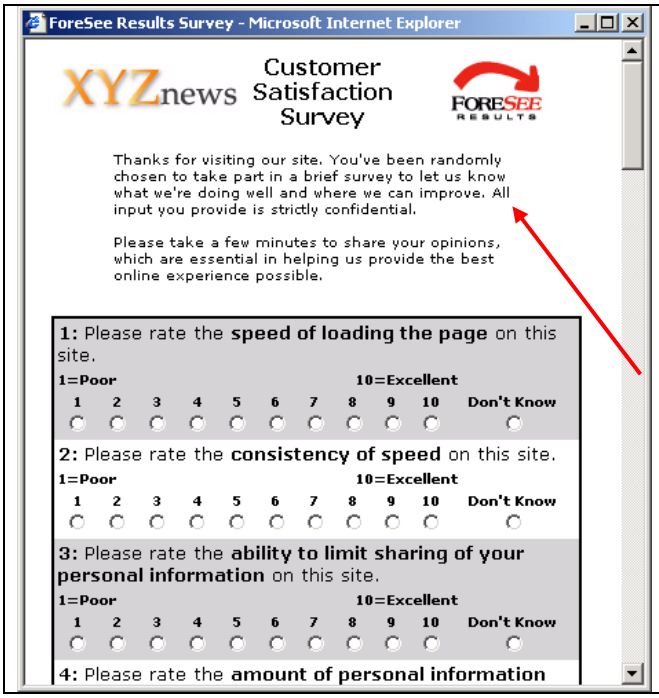
Additional Information About Your Site:

Question:	Answer:
Does your site have flash components?	
Is your site hosted on multiple web servers?	
Are there areas of the site you want to exclude from this measurement?	
Are you using a content management system?	
Is there a code release cycle that you follow to change web site code?	
Are you using a click-stream tool?	

Welcome and Thank You Text

Welcome Text

This text invites a site visitor to take the survey. This is a good place to mention the site/company/agency name so the visitor knows whom they are taking the survey for.



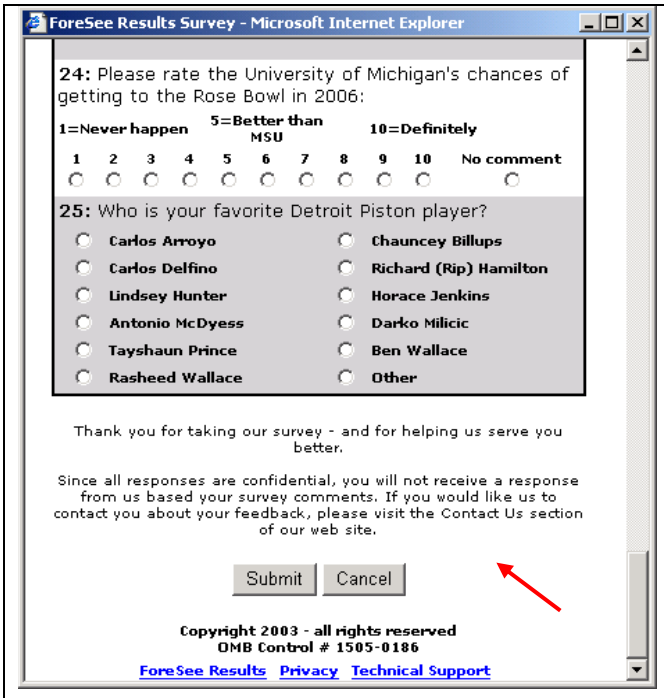
Feel free to modify the Welcome text below.

Thanks for visiting our site. You've been randomly chosen to take part in a brief survey to let us know what we're doing well and where we can improve. All input you provide is strictly confidential.

Please take a few minutes to share your opinions, which are essential in helping us provide the best online experience possible.

Thank you text

This text thanks the user for taking the survey.



Feel free to modify the Thank You text below:

Thank you for taking our survey - and for helping us serve you better.

Since all responses are confidential, you will not receive a response from us based your survey comments. If you would like us to contact you about your feedback, please visit the Contact Us section of our web site.

Online Portal Access

Please provide a username and password for each member of your team who needs to access the online portal. Each id needs to be at least 8 characters.

The username and password must be different

Username1 (at least 8 characters)	
Password (at least 8 characters)	
Password Hint	
Username2 (at least 8 characters)	
Password (at least 8 characters)	
Password Hint	

Rules:

a. **UserName** (Required) is the contact's login id for the Online Portal.
   - Each contact in the database must have a unique user name.
   - Must be alphanumeric (e.g. can be digit 1,2,3, or a, b, c or A, B, C...).
   - Must start with a letter.
   - Is case sensitive.
   - Must be 8 to 30 characters long.
   - Cannot be the same as the password.

b. **UserPassword** (Required) must be encrypted using the Encryption/Encoding option on the Administration Main Menu. The data load.xls file should only have the encrypted version.
   - Must be alphanumeric (e.g. can be digit 1,2,3, or a, b, c or A, B, C...).
   - Must start with a letter.
   - Is case sensitive.
   - Must be 8 to 30 characters long.
   - Cannot be the same as the username

ForeSee Results Service Levels

Service Category	Description	Standard
Survey Length/Completion Time	Survey completion should take no longer, on average, than 3-5 minutes to ensure a strong response rate. Depending on the number of model questions and the question types used, this typically limits the survey to 6-10 custom questions at any given time. It is important to note, however, that it has not been proven that there is any correlation between survey length and survey response rate.	• Predetermined set of model questions • Custom questions: 6-10 • Completion time: 3-5 minutes per survey
Custom Question Changes	It is recommended that custom questions change no more than once per week due to the amount of data necessary to perform a reasonable analysis of the custom question response data. Custom questions will be implemented in approximately one business day from the time we receive the custom question change request from the client.	• Question changes implemented within one (1) business day from date of requested change
Response Volume	The number of survey responses should be between 500 and 2000 per month. Volumes that are above or below these thresholds may require that steps are taken to adjust volume levels accordingly.	• Between 500 – 2,000 per month
SRA Availability	A Satisfaction Research Analyst (SRA) is committed to delivering services that are owed to the client according to the client contract. SRA's are allocated work in a manner that ensures that they are able to complete these deliverables on time. SRA's are available during normal business hours to answer questions and gather information from clients.	• Available during normal business hours (8:00am-6:00pm EST, Monday-Friday)
Survey Requests	Service levels to support modifications to questions, sampling percentages and other operational aspects of the survey will be mutually agreed upon between CLIENT and ForeSee Results. Response time for modification of questions is 48 hours after both parties agree to the final wording of the question. Other changes are typically accomplished in 5 business days or less, determined by the scope of change.	• Question modification: 48 hours from agreement of final wording • Other changes: within five (5) business days from time of written request
System Availability	Except for those periods of time designated as scheduled maintenance or other activities (all as defined below), ForeSee shall make Services (including pop-up customer satisfaction surveys) available at least ninety-nine percent (99%) of the time in any quarter in accordance with the following performance standards: • *Scheduled Maintenance Activities that Impact Service Availability*. Regularly scheduled maintenance activities may cause a service outage or adversely affect performance (such as slow response time). ForeSee agrees to, whenever possible, notify CLIENT forty eight (48) hours prior to the scheduled maintenance. ForeSee will make reasonable efforts to perform such activities between 8:00 pm and 5:00 am 7-days-a week and defined State of Michigan Holidays. • *Other Activities that Impact Service Availability*. In addition to regularly scheduled maintenance activities, ForeSee may perform other required maintenance work or modifications. When possible ForeSee will attempt to providing a minimum of forty eight (48) hours notice to State of Michigan. ForeSee may also perform at any time	• 99% availability • Notification of system maintenance forty-eight (48) hours prior

Service Category	Description	Standard
	any maintenance or corrections that are reasonably necessary to preserve the integrity of the Services on such reasonable advance notice as is possible under the circumstances or, if advance notice is not possible, notice as soon as possible after such activities begin, when appropriate.	