

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET September 15, 2010
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B6200385
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (248) 353-1717	
Moore & Associates, Inc. 21701 West Eleven Mile Road, Suite 9 Southfield, MI 48076 moore@jpmoore.net		Jack Moore	
		BUYER/CA (517) 241-4225	
Contract Compliance Inspector: Yvette Harris (517) 241-0092		Kevin Dunn	
Michigan Works! Data Collection for Michigan Department Energy, Labor & Economic Growth (DELEG)			
CONTRACT PERIOD:		From: September 30, 2006	To: September 30, 2011
TERMS	N/A	SHIPMENT	N/A
F.O.B.	N/A	SHIPPED FROM	N/A
MINIMUM DELIVERY REQUIREMENTS		N/A	

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby **EXTENDED** through **September 30, 2011**, and **INCREASED** by **\$125,033.00**. All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per DELEG, DTMB and Ad Board approval on **September 14, 2010**.

INCREASED: \$125,033.00

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$625,166.00

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

August 25, 2009

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B6200385
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (248) 353-1717
Moore & Associates, Inc. 21701 West Eleven Mile Road, Suite 9 Southfield, MI 48076 moore@jpmoore.net		Jack Moore
		BUYER/CA (517) 241-4225 Kevin Dunn
Contract Compliance Inspector: Yvette Harris (517) 241-0092 Michigan Works! Data Collection for Michigan Department Energy, Labor & Economic Growth (DELEG)		
CONTRACT PERIOD: From: September 30, 2006		To: September 30, 2010
TERMS	N/A	SHIPMENT N/A
F.O.B.	N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby **EXTENDED** through **September 30, 2010**, and **INCREASED** by **\$125,033.00**. All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per **DELEG** request (PRF dated 7/16/09), Ad Board approval on 8/18/09, and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$500,133.00

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

September 6, 2006

**NOTICE
 TO
 CONTRACT NO. 071B6200385
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR		TELEPHONE (248) 353-1717
Moore & Associates, Inc. 21701 West Eleven Mile Road, Suite 9 Southfield, MI 48076 moore@jpmoore.net		Jack Moore
		BUYER/CA (517) 241-4225 Kevin Dunn
Contract Compliance Inspector: Yvette Harris (517) 241-0092		
Michigan Works! Data Collection for Michigan Department of Labor & Economic Growth (DLEG)		
CONTRACT PERIOD: From: September 30, 2006		To: September 29, 2009
TERMS	N/A	SHIPMENT
		N/A
F.O.B.	N/A	SHIPPED FROM
		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

The terms and conditions of this Contract are those of ITB # 07116200202, this Contract Agreement and the vendor's quote dated June 8, 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: \$375,100.00

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

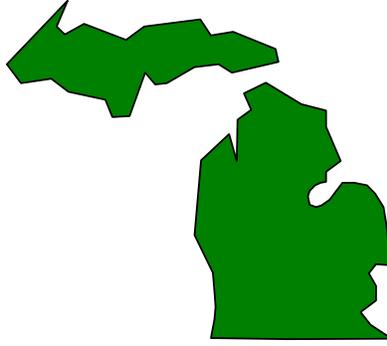
CONTRACT NO. 071B6200385
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Moore & Associates, Inc. 21701 West Eleven Mile Road, Suite 9 Southfield, MI 48076	TELEPHONE (248) 353-1717 Jack Moore BUYER/CA (517) 241-4225 Kevin Dunn
Contract Compliance Inspector: Yvette Harris (517) 241-0092 Michigan Works! Data Collection for Michigan Department of Labor & Economic Growth (DLEG)	
CONTRACT PERIOD: From: September 30, 2006 To: September 29, 2009	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract are those of ITB # 071I6200202, this Contract Agreement and the vendor's quote dated June 8, 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.</p> <p>Estimated Contract Value: \$375,100.00</p>	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I6200202. Orders will be issued directly by the Michigan Department of Labor & Economic Growth through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

<p>FOR THE VENDOR:</p> <p style="text-align: center;">Moore & Associates, Inc.</p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	<p>FOR THE STATE:</p> <hr/> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Melissa Castro, CPPB, Buyer Manager</p> <hr/> <p style="text-align: center;">Name</p> <p style="text-align: center;">Services Division, Purchasing Operations</p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p>
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**STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations**

Contract No. 071B6200385
Michigan Works! Data Collection for the Department of Labor & Economic Growth

Buyer Name: Kevin Dunn
Telephone Number: 517-241-4225
E-Mail Address: dunnk3@michigan.gov



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Article 1 – Statement of Work (SOW)

1.0 Project Identification

1.001 Project Request

The purpose of this contract is to obtain services for the Michigan Department of Labor & Economic Growth (DLEG), Bureau of Workforce Programs (BWP), necessary to complete the Mystery Shopper/Mystery Stopper program project. The Contractor will conduct anonymous telephone surveys and on-site visits to each of the approximately 100 Michigan Works! Service Centers statewide, to determine whether services are being delivered to employers and job seekers in accordance with DLEG, BWP policies, procedures and the Michigan Works! System Minimum Standards. Survey results will be made available to the Michigan Works! Agencies.

1.002 Background

The Mystery Shopper/Mystery Stopper program was developed by the DLEG, BWP as a tool for assessing the quality of customer service delivered to the public through the Michigan Works! System. Each local Michigan Works! Agency (MWA) within the system administers a variety of programs designed to help employers find skilled workers and to assist job seekers in preparing for, finding, and retaining employment. Telephone surveys and on-site visits will be conducted to assess the delivery of employer and job seeker services through the Michigan Works! System. Feedback will be made available to the MWAs based upon the Mystery Shopper/Mystery Stopper survey results.

1.1 Scope of Work and Deliverables

1.101 In Scope

The goal of this program is to conduct telephone surveys and on-site visits to each of the Michigan Works! Service Centers to determine whether services are being delivered to employers and job seekers in accordance with Bureau of Workforce Programs (BWP) policies, procedures, and the Michigan Works! System Minimum Standards (see Appendix A). A list of Michigan Works! Agency (MWA) Service Centers and their locations can be found in Appendix B.

The Integrity of the Mystery Shopper/Mystery Stopper program is dependent upon the Contractor successfully maintaining its anonymity. To ensure the authenticity of the data collected, the Contractor will design telephone surveys and on-site visit guides that present its surveyors as inquiring employers and job seekers to the Michigan Works! Service Centers. The content of the telephone surveys and on-site visits will be based upon the following sections of the Michigan Works! System Minimum Standards:

- Employer Core Services
- Job Seeker Core, Intensive, and Training Services

Mystery Shopper

Telephone surveying will be conducted on all of the MWA Service Centers. The surveyors must contact each service center posing as both a job seeker and employer. At a minimum, these calls will assess courtesy, professionalism, knowledge of services available, transfers to obtain additional information, and turn around time for requested information.

Mystery Stopper

On-site surveying will be conducted at all of the MWA Service Centers. It is required that the surveyors represent themselves as an employer in visits to at least 30 percent of the service centers within each MWA. The surveyors are to portray themselves as job seekers in visits to the remaining 70 percent. It is required that the surveyors represent themselves as having minimal computer skills and/or disabilities in visits to at least a portion of the service centers.

BWP expects surveyors posing as employers to be treated with courtesy and professionalism. The surveyor should also be provided with information on the Career Portal, receive a demonstration and be informed of the different types of services available.



Surveyors acting as job seekers, are expected to be treated with courtesy and professionalism. The surveyors should be screened for services, be encouraged to enter their resumes on the Career Portal and receive any assistance necessary to complete that task. (The Contractor will be required to use an ID number to enter resumes on the Career Portal and to delete the resumes entered on a daily basis).

1.102 Out of Scope - RESERVED

1.103 Environment - RESERVED

1.104 Work and Deliverable

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

Tasks

The following is a preliminary analysis of the major tasks involved in developing the end product of this project. The Contractor is not, however, constrained from supplementing this listing with additional steps, sub-tasks or elements deemed necessary to permit the development of alternative approaches or the application of proprietary analytical techniques.

1. The Contractor will develop telephone surveys and on-site visit guides that will accomplish the objectives discussed in the previous section by portraying the surveyors as employers and job seekers. Instruments for evaluating the surveys will also be designed by the Contractor and should be structured in a scale format. (Example, A scale of 0 to 5, with 0 representing poor service and 5 indicating excellent service). The Contractor must develop and submit all of the survey instruments to DLEG for review and approval before the surveying takes place.
2. The Contractor must conduct telephone surveys on all MWA Service Centers while posing as both an employer and a job seeker in calls to each location.
3. The Contractor must complete on-site surveys of all MWA Service Centers while posing as an employer and/or job seeker. The on-site visits must be conducted in accordance with the percentage requirements indicated in the previous section.
4. The Contractor will prepare and submit reports in the format approved by DLEG. The report format must be developed and submitted to DLEG for approval before surveying commences.

Contractor Response:

Moore & Associates, Inc. will conduct telephone and on-site interviews at each of the approximately 99 Michigan Works! Services Centers across the state (October 2006 through September 2009). Moore & Associates, Inc. staff will pose as job seekers and employers. Interviews will be conducted via telephone and on-site.

As requested in the RFP, each year Moore & Associates, Inc. surveyors will contact all Michigan Works! Service Centers posing as job seekers and/or employers. Also, surveyors will make on-site visits to at least 30% of the Service Centers posing as employers and make visits to 70% posing as job seekers. This will result in a total of 891 telephone and on-site interviews being completed over the three-year period as indicated in Exhibit A below.

Exhibit A
Mystery Shopper Completed Interviews
(October 2006 through September 2009)

	Year One	Year Two	Year Three	Total
Job Seeker Telephone	99	99	99	297
Employer Telephone	99	99	99	297
Job Seeker On-site	69	69	69	207



Employer On-site	30	30	30	90
Total	297	297	297	891

Follow-up

Although not requested in the ITB, Moore & Associates, Inc. will conduct follow-up interviews for all service centers which receive an overall customer satisfaction rating of 6 or less on a scale of 1 to 10. Over the previous seven years, for the DLEG Mystery Shopper study, Moore & Associates, Inc. has conducted these follow-up interviews to see if the centers, after having the opportunity to review their results, have made changes to improve their ratings from the previous quarter. The follow-up interviews will be conducted during the subsequent quarter. Based on Moore & Associates, Inc. past experience, no more than 84 follow-up interviews will be conducted across the three year contract period (approximately 28 follow-up interviews can be conducted per year).

More in-depth recommendations for improvement are contained in Article 1 Attachment E of this proposal.

Job Seeker

Moore & Associates, Inc. has a diverse staff, both racially and ethnically, and in terms of age. Telephone interviewing will be conducted by Moore & Associates, Inc. staff and physically challenged individuals. To help ensure anonymity, surveyors will use their personal residential addresses to receive any return mail if required. Telephone surveyors will access such items as courtesy, professionalism, knowledge of services available, transfers to obtain additional information, turn around time for requested information, etc. Job seekers will also report if they were referred to the Talent Bank and if they received assistance in using the Talent Bank if necessary. Job seekers will represent themselves as having minimal computer skills and/or disabilities in a portion of the telephone and on-site interviews. (Actual physically challenged individuals will be used to represent disabled individuals.)

On-site job seekers will include men and women, women with children, people with physical disabilities, veterans, women seeking to "get off welfare", people claiming to be underemployed, people claiming to be unemployed, people of different ages, as well as people of different racial/ethnic identities. On-site job seekers will report how they were screened for service and if they were encouraged to enter their resume on the Career Portal. (Based on Moore & Associates, Inc. experience with the Mystery Shopper Project, we do not recommend requiring on-site job seekers to actually enter their resumes into the system. This will result in major timing and logistical problems. This issue is discussed in more detail in Article 1 Attachment E of this proposal.)

All on-site interviewers will dress in appropriate clothing for the job they are seeking. Job seekers' scripts which Moore & Associates, Inc. staff have used in the past included the following:

I am about to become unemployed and will need to look for employment. The company that I work for is moving its operations to Ohio. I'm an office manager at the company and would like to stay in the same field. How do I find out about job opportunities in the area?
I'm a former welfare client whose benefits with the State have ended because my youngest child reached eighteen. A friend told me to call your agency to find out about job opportunities that might be available. What do I do?



I was recently laid off from my construction job. I'm tired of being in an industry which is so unstable. Could you help me find a job opportunity in a more stable market? I would be willing to take training. Is there any training that you think I would be qualified for?

I am a mother with three (3) children, my husband left me and I need a job. A friend told me your agency could help me.

I am looking for a job. I have had many odd jobs that didn't last long so I have very little work history. I worked at a car wash, at McDonald's, etc. Could you help me find a better job? (This could be a young person, who has jumped from job to job, but has not worked long enough to get unemployment)

I was laid off from a job in another state for several months and my unemployment there has run out. My family has moved to your area to be closer to my wife's family. I need to know how to find new employment through you.

I suffered a heart attack several months ago. My doctor told me that I could go back to work part-time, but wanted me to take on a less strenuous job than what I had before. Can you help me find something?

I am a disabled Veteran and was told your office could help me find a job. What do I need to do?

These scripts will be modified as necessary.

Employer

Moore & Associates, Inc. senior staff will conduct telephone and on-site employer interviews. They will assess courtesy, professionalism, knowledge of services available, information regarding the Talent Bank, etc.

Employer scripts used by Moore & Associates, Inc. staff in the past included the following:

Hello, I represent Chicago Roof Tile which is a light fabrication company. Our headquarters are in Southfield, but we are considering opening a branch in (AREA). We would be looking for 4 to 5 employees who can perform light assembly work and 2 employees who can perform clerical duties. What do we need to do?

Hello, I represent Store-All. We set up and operate secure storage facilities. We are considering opening such a facility in (AREA). We are currently looking for 2 to 3 employees who can do maintenance work, and 4 or 5 employees who can perform clerical duties and have some computer background. What do we need to do?

I am a consultant gathering information for a company looking to expand its business in the area. What services to you provide for employers?

Hello, I'm opening a day care center in the area and need to hire two assistants for the facility. I'll need individuals who have experience dealing with young children. Do you have any suggestions on how I should proceed?

I'm calling from Dover Communications. We are an advertising agency and will be opening a satellite office in your area. Can you help me find two administrative assistants with some experience in office work and have some computer training? What should I do?



Hello, I'm from Moore & Associates, Inc. which a marketing research firm and we need to hire 4 to 5 individuals to do evening telephone interviewing and data entry. The person will need good communication skills and some computer experience. What do we need to do?

I work for Cresswell Industries, a document management company. We are considering opening a branch location in your area. I will need to find some employees over the next couple of months to work in the warehouse once it has been set up. I will need three employees trained in document imaging software to work in our scanning division. Does your office provide training?

These scripts will be modified as necessary.

Data Collection Instruments

Over the past eight years, Moore & Associates, Inc. has developed and refined four data collection instruments (job seeker telephone, job seeker on-site, employer telephone, and employer on-site). We would like to encourage DLEG staff to thoroughly review the current data collection instruments. Many of the questions have not been revised over the past three years. It is important all questions continue to be relevant and provide helpful information to the Department. These instruments will be reviewed and revised as needed to ensure they capture all information needed in accordance with DLEG policies, procedures, and the Michigan Works! System Minimum Standards.

Moore & Associates, Inc. will attend periodic meetings and make presentations to DLEG staff to discuss the status and results of the project.

1.2 Roles and Responsibilities

1.201 Contractor Staff, Roles, and Responsibilities

The Contractor must identify staff who will be involved, identify by name individuals that are to be designated as Key Personnel (if necessary), and describe in detail their roles and responsibilities. The Contractor should identify where staff will be physically located during Contract performance. If an overall organization chart has been developed, then provide a reference to that chart as well. The Contractor should identify any part-time personnel. Descriptions of roles should be functional and not just by title.

An organization chart, including Key Personnel, is included as Article 1, Attachment B.

Contractor Response:

The Moore & Associates, Inc. management team will consist of four senior staff members including: Jack P. Moore, President, Ms. Carrie Tom-Schoening, Operations Director, Ms. Jan Brown and Ms. Diana Laitner, both are Senior Project Managers. Mr. Moore will serve as Project Director and will be responsible for oversight of all aspects of the project. Ms. Jan Brown will serve as Project Coordinator. She will be responsible for the day-to-day activities and will ensure all tasks are completed on time. Ms. Carrie Tom-Schoening will have primary responsibility for analysis and report preparation (assisted by other Moore & Associates, Inc. staff as required).

Key project staff have several years of experience providing research and evaluation services to both the public and private sectors. Team members have training and work experience in business, community, and governmental settings. Moore & Associates, Inc.'s staff has considerable experience in large-scale data collection, data management, and data processing. All Moore & Associates, Inc. staff has experience in working on Michigan Department of Labor and Economic Growth projects. All of the staff has worked on the Mystery Shopper research over the past eight years.



The project team possesses the experience and capability needed to effectively interact with many diverse groups as part of the proposed research. The Moore & Associates, Inc. project team is uniquely qualified in this regard.

Jack P. Moore—President

- ◆ Founder of the Firm
- ◆ Extensive background in research design and quantitative analysis
- ◆ Oversees all the firm's major accounts
- ◆ Held previous positions at AT&T as research director and State of Michigan as research consultant. Also held position at J. Walter Thompson Advertising
- ◆ Ph.D. candidate, University of Michigan, Institute for Social Research
- ◆ Focus group moderator
- ◆ Recognized as "Outstanding" business leader by Michigan's former Governor Blanchard, 1987
- ◆ Design and oversight of Michigan Department Career Development Mystery Shopper research. Has conducted on-site Mystery Shopper interviews
- ◆ Design and oversight of National Mystery Shopper Study
- ◆ Design and oversight of Louisiana Mystery Shopper Study.

Carrie Tom-Schoening—Operations Director

- ◆ Manages various local and national studies
- ◆ Responsible for day-to-day business operations
- ◆ Oversees national intercept studies
- ◆ Participates in data analysis and report preparation
- ◆ MBA, Marketing and Management, Wayne State University
- ◆ Design and oversight of DLEG Customer Satisfaction statewide evaluation
- ◆ Conduct telephone and on-site Mystery Shopper interviews for the DLEG Mystery Shopper Project
- ◆ Data analysis and report preparation for the National Mystery Shopper Study
- ◆ Data analysis and report preparation for the Louisiana Mystery Shopper Study.

Jan Brown—Senior Research Manager

- ◆ Background in marketing and research
- ◆ Manages local and national field studies
- ◆ Participates in research design and data analysis
- ◆ Oversees out-of-state field services
- ◆ Focus group moderator
- ◆ B.A., Marketing, Marquette University
- ◆ Oversee day-to-day management of DLEG Mystery Shopper research project and conducts telephone and on-site interviews.
- ◆ Supervise eight contract individuals who conduct telephone and on-site Michigan Mystery Shopper interviews in addition to Moore & Associates, Inc. staff. Six of these individuals are physically challenged.
- ◆ Conducted on-site job seeker and employer interviewing for the National Mystery Shopper Study
- ◆ Supervised contract staff conducting interviewing for the Louisiana Mystery Shopper Study
- ◆ Conducted on-site job seeker and employer interviewing for the Louisiana Mystery Shopper Study.

Diana Laitner—Senior Research Manager

- ◆ Manages local and national studies
- ◆ Expertise in research design, analysis, and reporting
- ◆ Qualitative research specialist (focus group, interview, ideation, etc.)



- ◆ Corporate research experience: 10 years on client side
- ◆ International business and research experience
- ◆ MBA from Southern Methodist University
- ◆ Master of International Management (MIM) from American Graduate School of International Management
- ◆ Conducted telephone and on-site mystery shopper interviews for the DLEG Mystery Shopper Project
- ◆ Conducted on-site job seeker and employer interviews for the National Mystery Shopper Study
- ◆ Conducted interviews for Louisiana Mystery Shopper Study
- ◆ Conducted data analysis for the diary component and the One Stop Manager's summary of the Louisiana Mystery Shopper Study.

Jacob Silver, PhD.—Senior Research Manager

- ◆ Ph.D., Political Science, Ohio State University
- ◆ Manages various local and national studies
- ◆ Oversees national intercept studies
- ◆ Participates in statistical data analysis and report preparation
- ◆ Oversees large scale research design
- ◆ Conducted telephone and on-site interviews for DLEG Mystery Shopper research
- ◆ Conducted on-site job seeker and employer interviews for the National Mystery Shopper Study
- ◆ Conducted telephone interviews for the Louisiana Mystery Shopper Study.

Toni George - Data Processing Manager

- ◆ Maintains databases for all projects
- ◆ Oversees data processing staff
- ◆ Oversees telephone interviewing and mail survey activities
- ◆ Responsible for hardware and software systems
- ◆ Maintains quality control
- ◆ Bachelors, Information Management, University of Michigan
- ◆ Design and oversight of DLEG Work First Study
- ◆ Conduct interviews and data processing of completed surveys for the DLEG Mystery Shopper research
- ◆ Conducted on-site job seeker and employer interviewing for the National Mystery Shopper Pilot Study
- ◆ Conducted interviews and data processing of completed surveys for the Louisiana Mystery Shopper research.

Additional Moore & Associates, Inc. staff will be used as needed. (Detailed resumes will be provided upon request.) Also, four to six physically challenged individuals will be contracted to conduct telephone and on-site interviews. These individuals were referred to Moore & Associates, Inc. by Goodwill Industries. Each of these persons has been trained and has participated in the numerous mystery shopper studies conducted by the firm in the past.

Staff responsibilities for this project are indicated below in Exhibit A.



Exhibit A Staff Responsibilities	
<p>Jack P. Moore Director</p>	<p>Direct all phases of the research, participate in overall research design and implementation, attend meetings and supervise report preparation, ensure all activities are completed on time and within budget. Will participate in telephone and on-site visit interviews.</p>
<p>Jan Brown Senior Research Manger</p>	<p>Participate in research design, data analysis, report preparation, and participate in telephone and on-site visits, data collection, and supervise interviewing staff.</p>
<p>Diana Laitner Senior Research Manager</p>	<p>Participate in research design, on-site visits, telephone interviews, and data analysis.</p>
<p>Carrie Tom-Schoening Operations Director</p>	<p>Participate in on-site visits, and telephone interviews, data analysis, data processing, and report preparation.</p>
<p>Jacob Silver, Ph.D Senior Research Manager</p>	<p>Participate in on-site visits and telephone interviewing.</p>
<p>Toni George Data Processing Manager</p>	<p>Supervise data collection staff, participate in data collection and verification, data processing, and participate in on-site visits and telephone interviewing.</p>
<p>Jozelin Taylor Research Supervisor</p>	<p>Participate in on-site visits and telephone interviews, quality control, data analysis, and data processing.</p>
<p>Research Analysts (2)</p>	<p>Participate in on-site visits and telephone interviews, and data processing.</p>
<p>Mystery Shopper Interviewers (6)</p>	<p>Participate in on-site visits and telephone interviewing.</p>
<p>Physically Challenged Interviewers (2-3)</p>	<p>Participate in on-site visits and telephone interviewing.</p>
<p>Clerical Support</p>	<p>Participate in clerical support duties.</p>
<p>All activities will take place at the offices of Moore & Associates, Inc. in Southfield, Michigan.</p>	

1.202 State Staff, Roles, and Responsibilities

Ms. Brenda Njiwaji has been identified as the Project Manager. The Project Manager is the person acting for the state in administering this contract and any other person designated in writing by the contracting officer to act in her behalf.



Ms. Yvette Harris, a Departmental Specialist within DLEG's Bureau of Workforce Programs, has been identified as the Contract Compliance Inspector (CCI). As the CCI, she will be responsible for review of work on the project and is responsible for working with the contractor throughout the life of the project. The CCI will evaluate the quality and adequacy of the product and make recommendations to the Project Manager regarding successful completion of the contract and authorization for payment.

1.203 Other Roles and Responsibilities - RESERVED

1.3 Project Plan

1.301 Project Plan Management - RESERVED

1.302 Reports

The Contractor will submit analysis reports to DLEG-BWP on a quarterly basis. The reports shall be structured to reflect each MWA so that it allows BWP to assess the extent to which each agency and its service centers are complying with the Minimum Standards. The quarterly analysis reports must be submitted within 20 days after the end of each quarter and shall be structured to contain the following:

- A listing by MWA of the service centers surveyed during the quarter;
- Indication of which role the surveyor portrayed, employer or job seeker;
- Indication of additional characteristics the surveyor portrayed, a person with disabilities, limited computer skills, etc.;
- Method by which each survey was conducted, telephone call or on-site visit;
- Survey findings, whether the agency staff was courteous, knowledgeable, etc.

The Contractor shall develop the report format and submit it to DLEG for approval before surveying begins.

Invoices shall be submitted on a monthly basis. 15 percent of the total contract price will be held for final payment, to be issued after the work has been completed and DLEG has received the final report.

The final analysis report shall be structured in the same manner as the quarterly analysis, summarizing all of the survey data collected into one report. The Contractor shall submit the final analysis report to the Contract Compliance Inspector within 30 days from the completion date of each contract year.

Contractor Response:

Quarterly reports and year-end reports will be produced. The quarterly reports will be submitted within 20 days after the end of each quarter and include the following information:

- ◆ A listing by MWA of the service centers surveyed during the quarter;
- ◆ Indication of which role the surveyor portrayed: employer or job seeker;
- ◆ Indication of additional characteristics the surveyor portrayed: a person with disabilities, limited computer skills, etc.;
- ◆ Method by which each survey was conducted: via telephone call or on-site visit; and
- ◆ Survey findings: whether the agency staff was courteous, knowledgeable, etc.

The year-end report(s) will be structured in the same manner as the quarterly reports, summarizing all of the survey data collected into one report for that year. The year-end report will be submitted within 30 days from the completion date of the contract. Moore & Associates, Inc. has developed a detailed report format. This format will be reviewed with the DLEG and modified as necessary.



1.4 Project Management

1.401 Issue Management - RESERVED

1.402 Risk Management - RESERVED

1.403 Change Management

In the case of any change desired or requested by either DLEG or the Contractor, the Contractor will prepare and submit to DLEG a Change Proposal form describing any proposed change to the contract. The Change Proposal shall include a detailed analysis of the effect the proposed change will have on the contract, as it relates to cost and delivery. The Contractor will not perform any of the changes until a Change Notice issued by DMB-Purchasing Operations has been received.

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

Contractor Response:

In the case of any change desired or requested by either DLEG or the contractor, Moore & Associates, Inc. will prepare and submit to DLEG a Change Proposal form describing any proposed change to the contract for approval or disapproval. Moore & Associates, Inc. understands that any out-of-scope products or services provided prior to the issuance of the Contract Change Notice by DMB risk non-payment.

1.5 Acceptance

1.501 Criteria

The following criteria will be used by the State to determine Acceptance of the Services and/or Deliverables provided under this SOW.

1. Prior to the start of the engagement, the Contractor will provide State staff with a detailed "scope of work" document defining the key aspects that the Contractor will be required to complete.
2. Monthly submission of the Contractor's invoices.
3. The Contractor must meet all previously agreed upon deadlines for completion of various aspects of engagement.
4. The Contractor must respond, within a mutually agreed upon timeframe, to required changes in the scope of work including modifications to required completion dates.
5. The Contractor must complete the engagement within the agreed upon timeframe and within the projected monetary budget.

1.502 Final Acceptance

The final analysis report shall be structured in the same manner as the quarterly analysis, summarizing all of the survey data collected into one report. The Contractor shall submit the final analysis report to the Contract Compliance Inspector within 30 days from the completion date of each contract year.



1.6 Compensation and Payment

1.601 Compensation and Payment

Payment under this contract shall be made by the State to the Contractor upon receipt and approval by the Contractor Compliance Inspector of the Contractor's billing statement stating the work for which payment is requested has been appropriately performed. Monthly progress payments may be made up to a total of 85 percent of the contract. The billing statement must show funds received to date, project expenditures to date, and tasks completed to date. The expenditure of state funds shall be reported by line item and compared to the approved budget. Payment of the final 15 percent of the contract amount shall be made only after the satisfactory completion of the required work, including all reports, and the submission of a final invoice that includes expenditures of state funds reported by line item and compared to the approved budget. Changes in the line item budget will be allowed only upon prior review and written approval by the Contract Compliance Inspector.

All prices/rates stated in this contract will be firm for the duration of the contract. No price changes shall be permitted. The pricing, included in this contract, is a lump sum fixed price including, but not limited to, all of the Contractor's travel costs required to complete this project.

1.7 Additional Terms and Conditions Specific to this SOW

1.701 Additional Terms and Conditions Specific to this SOW - RESERVED

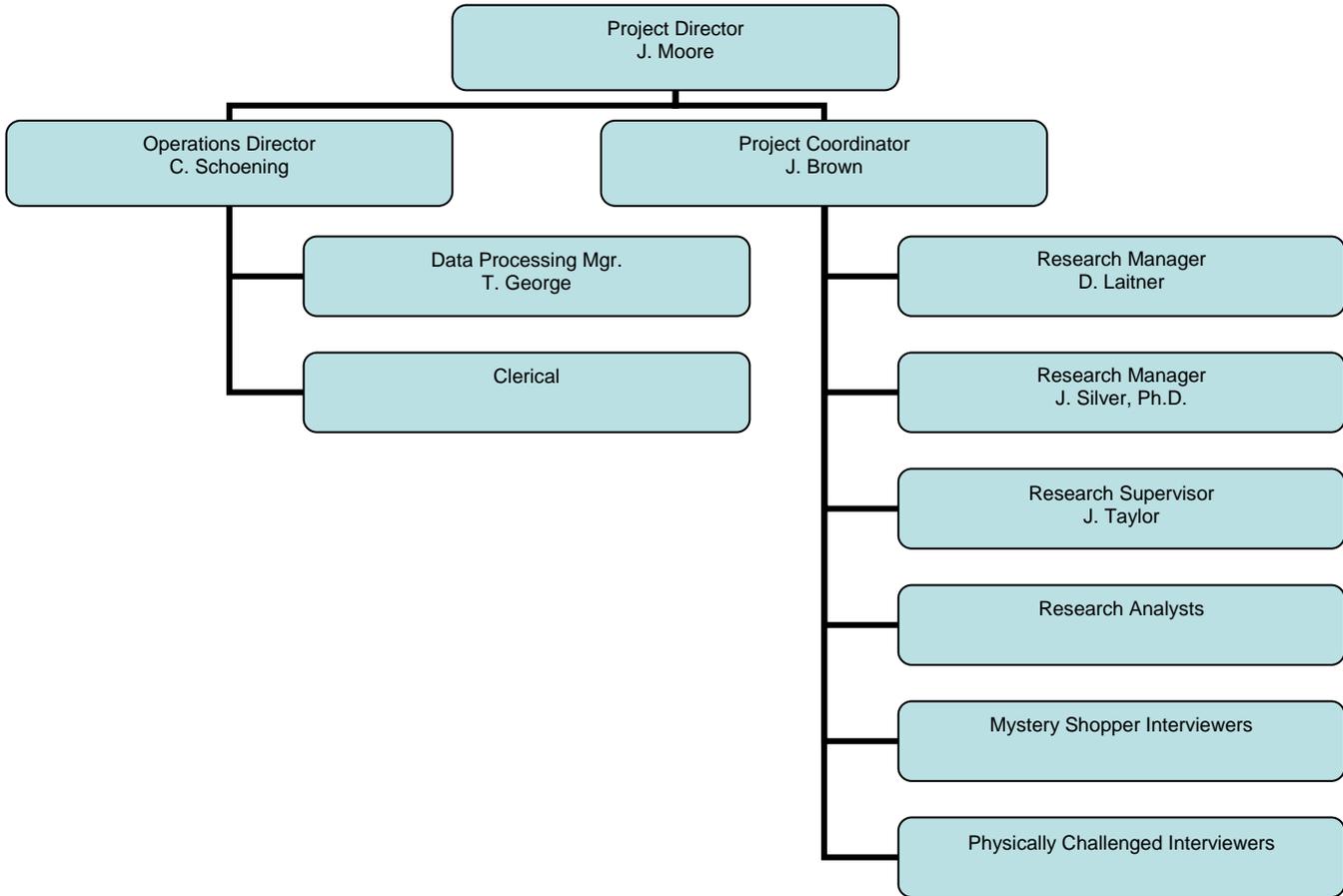


Article 1, Attachment A
Pricing for 3-Year Contract

<u>Price Proposal</u>	<u>Costs</u>
Costs For Oversight Of The Project	\$ 62,767.00
Wages For Staff Conducting The Surveying	\$ 159,320.00
Benefits For Staff Conducting The Surveying	\$ 59,918.00
Cost Of Supplies And Materials	\$ 47,709.00
Mileage	\$ 27,996.00
Lodging	\$ 11,047.00
Meals	\$ 6,343.00
Other Expenses	\$-0-
<i>TOTAL BUDGET</i>	\$375,100.00



Article 1, Attachment B
Organizational Chart, including Key Personnel





Article 1, Attachment C
Labor Rates

The following lists Moore & Associates loaded hourly labor rates.

<u>Job Category</u>	<u>Fully Loaded Hourly Labor Rate</u>
Director	\$100.00
Operations Director	\$80.00
Senior Research Manager	\$75.00
Data Processing Manager	\$75.00
Research Supervisor	\$50.00
Research Analysts	\$35.00
Mystery Shopper Interviewers	\$25.00
Physically Challenged Interviewers	\$25.00
Clerical Support	\$25.00



Article 1, Attachment D – RESERVED
Deliverables



Article 1, Attachment E - RESERVED
Project Plan



Article 1, Attachment F - RESERVED
Service Level Agreement



Article 2 – General Terms and Conditions

2.010 Contract Structure and Administration

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.
- (o) “Work in Process” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

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.

2.014 Issuing Office

This Contract is issued by the Department of Management and Budget, Purchasing Operations ("PO") and Department of Labor & Economic Growth, Bureau of Workforce Programs ("BWP"), (collectively, including all other relevant State of Michigan departments and agencies, the "State"). PO is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. **PO 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 Purchasing Operations for this Contract is:

Kevin Dunn
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
dunnk3@michigan.gov
517-241-4225

2.015 Contract Compliance Inspector

Upon receipt at PO of the properly executed Contract, it is anticipated that the Director of DMB Purchasing Operations, in consultation with the Department of Labor and Economic Growth, 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 Purchasing Operations.** The Contract Compliance Inspector for this Contract is:

Yvette Harris
Department of Labor & Economic Growth, Bureau of Workforce Programs
201 N. Washington Square, Victor Building, 5th Floor
Lansing, MI 48913
Email: Harrisy@michigan.gov
Phone: 517-241-0092
Fax: 517-373-7794

**2.016 Project Manager**

The following individual will oversee the project:

Yvette Harris
Department of Labor & Economic Growth, Bureau of Workforce Programs
201 N. Washington Square, Victor Building, 5th Floor
Lansing, MI 48913
Email: Harrisy@michigan.gov
Phone: 517-241-0092
Fax: 517-373-7794

2.020 Contract Objectives/Scope/Background**2.021 Background - RESERVED****2.022 Purpose - RESERVED****2.023 Objectives and Scope - RESERVED****2.024 Interpretation - RESERVED****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 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.

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.

2.032 Contract Term

This Contract is for a period of three (3) years commencing on September 30, 2006 and ending on September 29, 2009. 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 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.

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) Key Personnel
- (i) In discharging its obligations under this Contract, Contractor shall provide the named Key Personnel on the terms indicated. **Exhibit C** provides an organization chart showing the roles of certain Key Personnel, if any.
 - (ii) Key Personnel shall be dedicated as defined in **Exhibit C** 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 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 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 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 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 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.



- (d) 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.
- (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.
- (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.
- (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.

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.

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.

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, Purchasing Operations 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 E** 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.
- (e) 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.

2.045 Contractor Responsibility for Personnel

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

2.050 State Standards

2.051 Existing Technology Standards - RESERVED

2.052 PM Methodology Standards - RESERVED

2.053 Adherence to Portal Technology Tools - RESERVED

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.

2.060 Deliverables**2.061 Ordering**

- (a) Any Services/Deliverables to be furnished under this Contract shall be ordered by issuance of written Purchase Orders/Blanket Purchase Order by the State after approval by the Contract Administrator or his/her designee. All orders are subject to the terms and conditions of this Contract. In the event of conflict between an order and this Contract, the Contract shall take precedence as stated in **Section 2.293**. In no event shall any additional terms and conditions contained on a Purchase Order/Blanket Purchase Order be applicable, unless specifically contained in that Purchase Order/Blanket Purchase Order's accompanying Statement of Work.

2.062 Software - RESERVED**2.063 Hardware - RESERVED****2.064 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.

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.
- (c) 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.

2.073 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 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.

**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.

2.076 Service Level Agreements (SLAs) - RESERVED2.080 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 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 30 days of receipt, the cure for such damaged deliveries shall transfer to the delivery signing party.

2.082 Delivery of Deliverables

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.

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.
- (b) 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.

**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.

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 100 pages or less and ten (10) Business Days for Written Deliverables of more than 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 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.

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 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 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.

2.087 Process for Approval of Physical Deliverables

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (failing which the State Review Period, by default, shall be 30 continuous Business Days for a Physical Deliverable). 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 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.

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.

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**). 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 C** 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**.

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 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.

**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. Events of non-appropriation are addressed further in **Section 2.210** of this Contract.

2.094 Holdback

The State shall have the right to hold back, as a retainage, an amount equal to 15% of all amounts invoiced by Contractor for Services/Deliverables. The amounts held back shall be released to Contractor after the State has granted Final Acceptance.

2.095 Electronic Payment Availability

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the Contract & Payment Express website (www.cpexpress.state.mi.us).

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.

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.

2.103 Reports and Meetings**(a) Reports.**

Within 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.



- (ix) 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.
- (b) Meetings.
Within 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.

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.

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, Purchasing Operations.
- (vi) 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.

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 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.

2.110 Records and Inspections

2.111a Records and Inspections - RESERVED

2.111b Records and Inspections

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

**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 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.

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**.

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/dit/service/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.



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").

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, 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.

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.

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.

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.

**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).

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.

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.

2.160 Proprietary Rights**2.161a Ownership – RESERVED****2.161b Cross-License - RESERVED****2.161c License - RESERVED****2.162 Source Code Escrow - RESERVED****2.163 Rights in Data - RESERVED****2.164 Ownership of Materials - RESERVED****2.165 Standard Software - RESERVED****2.166 Pre-existing Materials for Custom Software Deliverables - RESERVED****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.



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

**2.172 Software Warranties - RESERVED****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 warrants 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.

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.

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 Operations, 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 30 days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, 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.
 - 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 Purchasing Operations a 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 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.

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.

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.



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.
- (c) 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.

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 \$2,000,000 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.

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.

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 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 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.

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 30 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 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 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 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.

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.

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.

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.

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.



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 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.
- (c) 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.
- (d) 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 **Exhibit D**. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

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.

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 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.

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 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**.

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 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**.

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**.

2.240 Reserved2.250 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.

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 Operations, 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 60 calendar days, the Director of Purchasing Operations, DMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within 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.

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.

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.

2.260 Federal and State Contract Requirements

2.261 Nondiscrimination

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.

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 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 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 Purchasing Operations.
 - (2) Contractor shall also notify Purchasing Operations within 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.
 - (3) Contractor shall also notify Purchasing Operations within 30 days whenever changes to company affiliations occur.

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.

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.

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.

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.

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.

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.

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.

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.

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 of Michigan
Purchasing Operations
Attention: Kevin Dunn
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

with a copy to:

State of Michigan
Department of Labor & Economic Growth, Bureau of Workforce Programs
Attention: Yvette Harris
201 N. Washington Square, Victor Building, 5th Floor
Lansing, MI 48913

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

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.

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.

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.

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.

**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.

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.

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.

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.

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 managers, 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.

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.

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.



2.310 *Reserved*

2.320 *Extended Purchasing*

2.321 MiDEAL - RESERVED

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/epl/servlet/EPLSearchMain/1>



APPENDIX A



MICHIGAN WORKS! SYSTEM

GOVERNANCE AND MINIMUM STANDARDS

Adopted
November 7, 2001



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Attachment A20



EXECUTIVE SUMMARY

Michigan's Career Development System encompasses the education/career preparation, workforce development, and worker enhancement sub-systems. The mission of the Michigan Department of Career Development (MDCD) and all of its partners is to continuously improve the career development system that produces a workforce with the required skills to enhance the Michigan economy.

The Michigan Works! System is a comprehensive sub-system within the Career Development System composed of a collaboration of service providers who collectively deliver many programs and services that prepare people for careers and jobs. Goals of the Michigan Works! System include:

- Providing employers with a supply of skilled workers that are recruited in a friendly and responsive way; and
- Providing a seamless system of programs and services to allow workers to advance their knowledge and skills through a system that is understandable and convenient to navigate.

The Michigan Works! System is governed locally by a partnership between the Workforce Development Boards (WDBs) and Local Elected Officials (LEOs). This partnership is responsible for the design of a local system that meets customer's needs. There are 25 WDBs in Michigan. Board members are appointed by the LEOs and are certified annually by the Governor.

Through the private-public partnership, the Michigan Works! System oversees approximately 100 Michigan Works! Service Centers. A Service Center is a location where a wide range of employment, training, and career education services are available to Michigan employers and job seekers. Service Centers may be supplemented with satellite offices offering varying combinations of services. Conceptually, the Michigan Works! system is to be a composite of Service Centers and satellite offices, establishing multiple approaches to services that permit expansion of service delivery to every community and all customers.

An array of core services is available at each Service Center to employers and job seekers free of charge. Employers have access to a pool of qualified workers and related services to support their economic and workforce development activities. Such services include:

- Assistance in finding qualified workers;
- Interview facilities at the Service Centers;
- Information on and referral to business start-up, retention and expansion services;
- Information on and referral to customized training programs; and
- Information on labor markets, workplace accommodations and tax credits for new hires.

Job seekers can access services which prepare them for job search, including actual job search activities. These services include:

- Job, career, and skill self-assessment tools and assessment services;
- Career, job, and labor market information;
- Resume writing software and support materials;
- Directories of human service agencies and employers;
- Information on financial aid, occupational training, and workplace accommodations; and
- Access to the TalentFreeway including the Michigan Talent Bank (MTB).

Based on eligibility, some job seekers may have access to an expanded scope of services and training.

The Michigan Works! System Governance and Minimum Standards are the "base line" for serving customers of the local Michigan Works! System. WDBs and LEOs are encouraged to extend beyond these services and standards to better serve employers and job seekers.



INTRODUCTION

The goal of the Michigan Works! System is that every entry point leads to services relevant to our customers. Collocation of service providers and the integration of services to the fullest extent possible are the priorities of this system. The Michigan Works! System focuses on providing information and resources to enable employers and job seekers to successfully compete in today's economy and achieve economic security. The system utilizes a comprehensive strategy designed to break down barriers to promote the establishment of a service delivery system which is responsive to the needs of our customers. As a system, the services from the state's major workforce development programs are accessible in a manner that is seamless to the customer. A single delivery system at the local level provides customers access to services in an integrated, rather than fragmented, manner.

The Michigan Works! System provides services to all employers and all job seekers. Employers, students, persons with disabilities, veterans, welfare recipients, migrant seasonal farm workers, unemployed, underemployed and employed individuals will all have equal access to services. A core set of services will be available, free of charge, to all who seek them.

The local Workforce Development Board has discretion, within the requirements of this document, to determine the local service delivery structure. Service delivery locations are Michigan Works! Service Centers and optional satellite offices offering services to customers, which are established with local discretion. A Michigan Works! Service Center is a location where all of the "core" services are accessible and where services from workforce development programs are collocated for easy customer access. Service Centers may be supplemented with satellite offices offering "core" services, "intensive" services, "training" services or any combination of such services. Conceptually, the Michigan Works! System is to be a composite of Service Centers and satellite offices, establishing multiple approaches to service that permit expansion of service delivery to every community and all customers.

The system is governed locally by a partnership between the Workforce Development Board and local elected officials. This partnership is responsible for the design of a local system which meets customers' needs and the Minimum Standards contained in this document. While local partnerships have direct control over the majority of the programs included in the system through the receipt of the funds, local partnerships should also influence the expenditure of other funds which impact the education, training and employment of the workforce.

GUIDING PRINCIPLES

The Michigan Works! System is based on a collaboration of service providers who collectively provide the services identified in this document in an integrated manner to meet individual customers' needs. The system design must be based on these guiding principles:

- Adherence to a regionally developed career development strategic plan that encourages a common direction among diverse employment, education, and training programs;
- Universality of access by employers and job seekers with multiple access points;
- Customer choice with respect to both the method of access and the information and services provided;
- Ease of customer access with center locations being based on population density and other factors that make locations convenient for customer use, with a minimum of one physical center per Michigan Works! region that has programs collocated and which offers all of the core services;
- Service delivery that is driven by individual customer needs rather than program offerings;
- Market driven through private sector leadership and by serving the workforce with services responding to the marketplace;
- Integration of services across agencies and programs, replacing fragmentation and duplication with coordination and consolidation;
- Customer service focus of staff, facilities and services supported by customer satisfaction measures directed to a continuous improvement program;



- Maximum utilization of resources through collocation and shared operating costs; and
- Accountability focused on results and documented by performance measures.

SYSTEM GOVERNANCE

Local Regions

The boundaries of the local workforce investment board (WIB), designated by the Governor in accordance with the Workforce Investment Act (WIA) of 1998, will be used to define the local regions for implementation of the Michigan Works! System.

Local Elected Officials

Local elected officials identified by the Governor are expected to play a major role in that they make appointments to local Workforce Development Boards, based on nominations received from local entities representing the sector for the appointment, and are partners with the Boards in the oversight of the Michigan Works! System. Local elected officials should ensure that all appointees to the Boards reflect the broad scope of the mission of the Boards and that staff support to the Board is appropriate given the extraordinary responsibilities of the Boards. Simply put, the Boards should be made up of people capable of, in their own right, making major differences in their communities and the staffs to the Boards should be able to carry out the policies of the Boards without interference. All Boards will be certified annually by the Governor.

Workforce Development Boards

It is intended that the major function of the Boards be decision making, not advising other local decision makers. Workforce Development Boards are to be “driven” by their private sector members. These members should know the needs of employers in their communities. These private sector representatives of the Boards must ensure that the Boards establish policies that integrate workforce development programs and target them to support economic development programs at the state and local levels. Boards are to ensure that the workforce related needs of employers and employees in their area are met. These needs include new hires, upgrading of existing workers, and accommodations for disabled workers. Specifically, the need for well educated and well trained workers must be met. Boards must consider themselves to be part of the area's job creation/job retention system with strong ties to local economic developers and to the Michigan Economic Development Corporation's (MEDC's) account management teams. WDBs must also work closely with schools and colleges to improve the skills of the workforce in their respective regions.

Each Workforce Development Board is required to operate a Michigan Works! System which meets the Minimum Standards contained in this document. Boards are to ensure that their activities are integrated with the activities of the Boards in surrounding areas.

Boards are to utilize funds made available for the administration of workforce development programs to support activities in each of their respective areas. Adequate funding is to be made available to the Boards.

The State of Michigan has exercised its option under the WIA to “grandfather” in the Workforce Development Boards (WDBs) as alternative entities to local workforce investment boards. Each Board must have a majority of its membership drawn from the private sector.

Education Advisory Groups

Education Advisory Groups (EAGs) serve as strategic planning arms of the WDB on educational issues. EAGs advise the Boards on issues concerning education, including the educational portion of local strategic plans and programs. In addition, the EAG helps guide career development programs such as career and technical education, career preparation, and adult education consistent with the locally-developed strategic plan.



In accordance with MDCD policies and appropriate state statute, the EAG should consist of high-level decision-makers, such as school superintendents and community college presidents, who could make key policy and financial decisions and speak for their respective boards.

Conflict of Interest

There should not be even the slightest appearance of a conflict of interest on the part of Board members. A conflict of interest exists when a Board member is employed by an organization which receives funds under the direct control of the Board. At all times, all individuals on the WDB must comply with the conflict of interest policy. While recognizing that in some instances

Board members may be associated with organizations which receive funds under the partial or complete control of the Boards, these instances should be few in number and be readily understood by the general public as not involving a conflict of interest on the part of the affected Board members. Examples of these "exceptions" are schools which enroll students whose tuition is paid with funds under the control of the Boards or employers who accept funds under the control of the Boards to compensate them for the extraordinary costs of providing on-the-job training to program participants.

Service Delivery

Except as noted, employees of the agencies which provide staff support to Workforce Development Boards may not provide direct services to program applicants and participants. This includes the provision of intake, counseling, eligibility determination, and case management services. Exceptions will be made annually in those instances where, after review by the Governor's Workforce Commission and approval by the Governor, it is determined that no other agency is capable of providing the services required by a Workforce Development Board at a reasonable cost.

System Parameters

The services from the state's major workforce development programs comprise the Michigan Works! System. These programs include:

- WIA Title I Adult, Dislocated Worker and Youth;
- Work First;
- Welfare-to-Work;
- Food Stamps Employment and Training;
- Transportation-to-Work;
- Parolee and Inmate Services;
- Employment Service;
- North American Free Trade Agreement Transitional Adjustment Assistance (NAFTA);
- Trade Adjustment Assistance (TAA);
- Vocational Rehabilitation;
- Career Preparation;
- Career and Technical Education (Perkins Secondary and Postsecondary);
- WIA Title II Adult Education and Literacy, State Adult Education, and Partnership for Adult Learning (PAL);
- Unemployment Insurance;
- Veterans Employment Service;
- WIA Title I funded Migrant Seasonal Farm Workers;
- Senior Community Service Employment Program;
- WIA Title I Job Corps;
- WIA Title I Veterans;
- WIA Title I Native Americans;
- WIA Title I Youth Opportunity Grants;
- Community Services Block Grant Employment and Training; and
- Housing and Urban Development Employment and Training.



Local System Configuration

There are two service delivery options available for local system design:

Service Center(s) Model - agencies are actually physically located in the same building, integrated and/or linked electronically.

Service Center(s) and Satellite Office(s) Model - main Service Center location(s) and other point(s) of entry that link with the main center.

Regardless of which service delivery model is selected for implementation in an area, each system will adhere to a common set of minimum standards, as contained in this document.

Functions/Responsibilities of the Board

Boards are to carry out the following functions consistent with the locally-developed strategic plan, as it relates to:

- A. WIA Title I Adult, Dislocated Worker and Youth Funds Allocated or Awarded to Service Delivery Areas Based on the Statute: The Boards are to carry out activities as described in the WIA. These funds are to be expended based upon plans submitted by the Boards and local elected officials. In accordance with the WIA, the Boards are responsible for selecting the administrative entity and local service providers, while the local elected officials serve as the grant recipients.
- B. Funds Distributed at the Discretion of the Governor: These funds are to be expended based upon plans submitted by the Boards and local elected officials. In accordance with the WIA, the Boards are responsible for selecting the administrative entity and local service providers, while the local elected officials serve as the grant recipients.
- C. Work First: These funds are to be expended based upon plans submitted by the Boards and local elected officials. In accordance with the WIA, the Boards are responsible for selecting the administrative entity and local service providers, while the local elected officials serve as the grant recipients.
- D. Career Preparation: EAGs shall review and approve local Career Preparation plans and Boards shall certify whether such plans are consistent with the local strategic plan.
- E. Perkins Secondary and Postsecondary Technical Education: EAGs shall review and approve Perkins Secondary plans and Boards shall certify whether such plans are consistent with the local strategic plan. EAGs shall review and recommend Perkins Postsecondary plans and Boards shall certify whether such plans are consistent with the local strategic plan.
- F. Partnership for Adult Learning Program: These funds are to be expended based upon plans submitted by the Boards and local elected officials who will distribute the funds within the region through competitive grants to adult learning providers in accordance with authorizing state legislation. In accordance with the WIA, the Boards are responsible for selecting the administrative entity and local service providers, while the local elected officials serve as the grant recipients.
- G. Welfare-to-Work: These funds are to be expended based upon plans submitted by the Boards and local elected officials. In accordance with the WIA, the Boards are responsible for selecting the administrative entity and local service providers, while the local elected officials serve as the grant recipients.
- H. Food Stamps Employment and Training: These funds are to be expended based upon plans submitted by the Boards and local elected officials. In accordance with the WIA, the Boards are responsible for selecting the administrative entity and local service providers, while the local elected officials serve as the grant recipients.
- I. Transportation-to-Work: These funds are to be expended based upon plans submitted by the Boards and local elected officials, in coordination with the Local Transit Authority. In accordance with the WIA, the Boards are responsible for selecting the administrative entity and local service providers, while the local elected officials serve as the grant recipients.



- J. Employment Service: These funds are to be expended based upon plans submitted by the Boards and local elected officials. In accordance with the WIA, the Boards are responsible for selecting the administrative entity and local service providers, while the local elected officials serve as the grant recipients.
- K. Parolee and Inmate Services Program: These funds are to be expended based upon plans submitted by the Boards and local elected officials. In accordance with the WIA, the Boards are responsible for selecting the administrative entity and local service providers, while the local elected officials serve as the grant recipients. This program is not operated in all regions.
- L. North American Free Trade Agreement Transitional Adjustment Assistance (NAFTA): These funds are to be expended to provide assistance to customers in the application for NAFTA services and, once an individual is determined eligible for services, enrollment and arrangements for the provision of training.
- M. Trade Adjustment Assistance (TAA): These funds are to be expended to provide assistance to customers in the application for TAA services and, once an individual is determined eligible for services, enrollment and arrangements for the provision of training.
- N. Economic Development Job Training Grants: While not a system program, the Boards and local elected officials are to be full partners along with the local economic development agencies, schools, and companies involved in negotiating Economic Development Training Grants, if the application involves the hiring of new employees. The Boards are to work closely with the MEDC's workforce development specialists during these negotiations. It is expected that the Boards will give priority to using resources under their control to supplement the Grants.
- O. Other Federally Funded System Programs: Boards and local elected officials should use their influence to affect the expenditure of all such resources. While the Boards and local elected officials will have no authority to control how these state or locally administered program funds are expended, it is clear that the Boards should coordinate the activities under their control with these other activities.

MINIMUM STANDARDS

General Design Features

The following standards are the "base line" for serving customers of the local Michigan Works! System. They are intended as customer service standards that shift service delivery from a program-driven system to a system focused on customers. These standards are only minimums and local Workforce Development Boards/Local Elected Officials (WDB/LEOs) are encouraged to extend beyond these services and standards to better serve customers. Each local system must meet the following minimum standards.

Customer Services

Core Services for Employers

Integrated services provided to all employers, at their request, at no cost through a single point of contact, or other method, to support economic/workforce development efforts. These services, at a minimum, include:

- Assistance in finding qualified workers;
- Labor exchange using the Michigan Talent Bank component of the TalentFreeway;
- Interview facilities at Service Centers;
- State and/or federally generated Labor Market Information (LMI);
- State and/or federally generated information on Americans with Disabilities Act (ADA);
- Information regarding consultations on workplace accommodations for persons with disabilities;
- Information on and referral to business start-up, retention and expansion services;



- Information on and referral to sources for developing customized training programs;
- Information on and referral to Career Preparation activities;
- Rapid response to mass layoffs and plant closings;
- Information about training incentives such as on-the-job training programs (based on worker eligibility); and,
- State and/or federally generated information on tax credits for new hires.

Core Services for Individuals

Core services are information and resources available to everyone free of charge. They help people access resources for job-finding efforts, including the use of information and tools, whether on electronic systems, printed or audio-visual in nature, and are preparatory to job search. These services, at a minimum, consist of:

- Outreach, intake (which may include worker profiling), and orientation to the information and other services available through the Michigan Works! System;
- Program information describing eligibility requirements and application procedures;
- Determinations of whether individuals are eligible to receive assistance from WIA Title I Adult or Dislocated Worker funding;
- Assistance in establishing eligibility for Welfare-to-Work activities authorized under Section 403(a)(5) of the Social Security Act (as added by Section 50001 of the Balanced Budget Act of 1997) available in the local area and for programs of financial aid assistance for training and education programs that are not funded under the Workforce Investment Act that are available in the local area;
- Provision of information regarding filing claims for unemployment compensation;
- Provision of information relating to the availability of supportive services, including child care and transportation, available in the local area, and referral to such services, as appropriate;
- Referral for all programs identified in the “system program and partners” section of this document and local option programs. This includes screening to determine likelihood of eligibility for various programs and financial assistance sources. If this service is accessed, a common procedure will be used across programs to capture information needed to prepare a local service plan and information will be shared, as appropriate, with system partners;
- Labor exchange using the Michigan Talent Bank component of the TalentFreeway;
- Job, career and skill self-assessment tools;
- Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
- Employer directories for job search, e.g., America’s Labor Market Information System (ALMIS) resources, Internet-based directories, commercial products;
- Resume writing software and support materials;
- The Michigan Occupational Information System (MOIS), Open Options, and the TalentFreeway;
- Local human services directory;
- Occupational training information;
- Financial aid information;



- Job search skills information;
- Workplace accommodations information;
- Career, job and local, regional and national labor market information, including job vacancy listings in such labor markets; information on job skills necessary to obtain the jobs described in the job vacancy listings; and information relating to local occupations in demand and the earnings and skill requirements for such occupations;
- The Career Education Consumer Report component of the TalentFreeway, which provides performance information and program cost information on eligible providers of training services as described in WIA Title I Section 122, by program;
- Provision of performance information and program cost information on providers of adult education described in WIA Title II, providers of postsecondary career and technical education activities and career and technical education activities available to school dropouts under the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301 et seq.), and providers of vocational rehabilitation program activities described in Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.);
- Provision of information regarding how the local area is performing on the local performance measures and any additional performance information with respect to the Michigan Works! System in the local area; and,
- Follow up services, including counseling regarding the workplace, for customers in WIA Title I activities who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

Intensive Services for Job Seekers

There are intensive services available to targeted populations to support workforce development efforts based on program eligibility and other criteria determined locally. This does not constitute an entitlement. Minimally, the following customer groups will be afforded access to intensive services available within funding constraints and based on eligibility:

- Adults and dislocated workers who are unemployed and are unable to obtain employment through core services provided and who have been determined by a Service Center operator to be in need of more intensive services in order to obtain employment;
- Adults and dislocated workers who are employed, but who are determined by a Service Center operator to be in need of such intensive services in order to obtain or retain employment that allows for self-sufficiency as defined by the Governor and the local area;
- Persons who have disabilities;
- Persons who are public assistance recipients;
- Persons who are eligible for adult education;
- Persons who are veterans; and,
- Persons who are migrant seasonal farm workers.

The following intensive services, at a minimum, will be available, as funding permits, to customers who are included in one of the above-mentioned customer groups. Some individuals may not be eligible to receive all intensive services.

- Comprehensive and specialized assessments of the skill levels and service needs, which may include diagnostic testing and use of other assessment tools and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals;



- Group counseling;
- Individual counseling and career planning;
- Case management for participants seeking training and career education services; and,
- Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.

Training and Career Education Services for Jobs Seekers

Training and career education services are available to targeted populations to support workforce development efforts based on program eligibility and other criteria determined locally. This does not constitute an entitlement. Minimally, the following customer groups will be afforded access to training and career education services available within funding constraints and based on eligibility:

- Adults and dislocated workers who have met the eligibility requirements for intensive services and who are unable to obtain or retain employment through such services;
- Adults and dislocated workers who after an interview, evaluation or assessment and case management have been determined by a Service Center operator or Service Center partner, as appropriate, to be in need of training and career education services and to have the skills and qualifications to successfully participate in the selected program of training and career education services;
- Adults and dislocated workers who select programs of training and career education services that are directly linked to the employment opportunities in the local area involved or in another area in which the adults or dislocated workers receiving such services are willing to relocate;
- Adults and dislocated workers who are unable to obtain other grant assistance for such services, including federal Pell Grants or who require assistance beyond the assistance made available under other grant assistance programs, including federal Pell Grants;
- Adults and dislocated workers who are determined to be eligible in accordance with the state's priority system, if established by the Governor;
- Persons who have disabilities;
- Persons who are public assistance recipients;
- Persons who are eligible for adult education;
- Persons who are veterans; and,
- Persons who are migrant seasonal farm workers.

The following training and career education services may be available, as funding permits, to customers who are included in one of the above-mentioned customer groups. Some customers may not be eligible to receive all training and career education services.

- Occupational skills training, including training for nontraditional employment;
- On-the-job training;
- Programs that combine workplace training with related instruction, which may include cooperative education programs;



- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Job readiness training;
- Adult education and literacy activities; and,
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

System Programs and Partners

At a minimum, access to the services from the following programs will be included in the local Michigan Works! System, i.e., either at a Service Center location or through referral.

- WIA Title I Adult, Dislocated Worker and Youth;
- Work First;
- Welfare-to-Work;
- Food Stamps Employment and Training;
- Transportation-to-Work (where available);
- Parolee and Inmate Services (where available);
- Employment Service;
- North American Free Trade Agreement Transitional Adjustment Assistance (NAFTA);
- Trade Adjustment Assistance (TAA);
- Vocational Rehabilitation;
- Career Preparation;
- Career and Technical Education;
- WIA Title II Adult Education and Literacy, State Adult Education, and Partnership for Adult Learning (PAL);
- Unemployment Insurance;
- Veterans Employment Service;
- WIA Title I funded Migrant Seasonal Farm Workers;
- Senior Community Service Employment Program;
- WIA Title I Job Corps (where available);
- WIA Title I Veterans;
- WIA Title I Native Americans;
- WIA Title I Youth Opportunity Grants (where available);
- Community Services Block Grant Employment and Training; and,
- Housing and Urban Development Employment and Training (where available).

Local WDB/LEOs are encouraged to incorporate into the system the following services/programs as well as others based on local conditions:

- Community college and secondary career and technical education placement services, job search classes, financial aid, and related services;
- Government procurement services;
- Community mental health programs, particularly those related to job training/placement;
- Substance abuse services;
- Economic development services;
- AmeriCorps program;
- Homeless programs;
- Transportation systems and service providers; and,
- All local employment and training programs and sources of funds.



Customer Satisfaction and Service Accountability

There are information and data collection functions as well as operational procedures for tracking customer services and outcomes that are fundamental to a customer-driven system. These functions and processes are related to maintaining high levels of customer satisfaction and program accountability. At a minimum, the following must be addressed:

- Each local system must utilize the data generated through the state developed system of measuring customer satisfaction for employers and job seekers for the purposes of monitoring customer service levels and implementing service improvements;
- To ensure integrated and effective services, each local system must utilize, to the degree possible, the One-Stop Management Information System (OSMIS), a centralized, integrated management information system with the capability of sharing participant records among service delivery programs and partners;
- Adhere to confidentiality protections for customers, as required by state and federal law and regulations; and other considerations as described in interagency agreements for information sharing.
- Each local system must institute the state developed system of measuring performance, once national system performance standards are issued and state-specific system performance standards are developed.

System Design

- Service Center locations will be based on factors that make locations convenient for customers to access. The primary factor in determining center locations will be population density and it is expected that there will be a Service Center in areas warranted by sufficient population density. Other factors to consider are accessibility for individuals with disabilities, public transit routes, commuting patterns for jobs, conventional wisdom in the region regarding acceptable travel distance for services, proximity of ancillary services, parking, unemployment level, poverty level, among others. After considering the above factors, cost should be considered.
- At a minimum, each Michigan Works! region must have at least one Michigan Works! Service Center, which is a physical location that:
 - 1) Provides at least the “core” services identified in this document; and,
 - 2) Has all of the following programs physically located at the site - - if the program is funded and available in the local area. For the program to be determined physically located at the site, the program must offer, at a minimum, the services noted in the following matrix.



<u>PROGRAM</u>	SERVICES REQUIRED AT SERVICE CENTERS			
	Provide Information on and Referral to Program	Intake/Registration	Eligibility Determination	Enrollment in Program and Referral to Program Activity
<u>PROGRAM SERVICES DELIVERED AT THE SERVICE CENTER (AT A MINIMUM)</u>				
WIA Title I Adult	X	X	X	X
WIA Title I Dislocated Worker	X	X	X	X
Employment Service	X	X	X	X
Veterans Employment Service	X	X	X	X
Vocational Rehabilitation	X	X	X	X
North American Free Trade Agreement Transitional Adjustment Assistance (NAFTA)	X	X	X	X
Trade Adjustment Assistance (TAA)	X	X	X	X
<u>PROGRAM SERVICES AVAILABLE THROUGH REFERRAL (AT A MINIMUM)</u>				
WIA Title I Youth	X			
Work First	X			
Transportation-to-Work	X			
Welfare-to-Work	X			
Food Stamps Employment and Training	X			
Unemployment Insurance	X			
Senior Community Service Employment Program	X			
Career Preparation	X			
Secondary and/or Postsecondary Career and Technical Education	X			
WIA Title II Adult Education and Literacy, State Adult Education, and Partnership for Adult Learning (PAL)	X			
Parolee and Inmate Services	X			
WIA Title I funded Migrant Seasonal Farm Workers	X			
WIA Title I Job Corps	X			
WIA Title I Veterans	X			
WIA Title I Native Americans	X			
WIA Title I Youth Opportunity Grants	X			
Community Services Block Grant Employment and Training	X			
Housing and Urban Development Employment and Training	X			



WDB/LEOs are encouraged to go beyond this minimum standard for collocation. WDB/LEOs are encouraged to consider, dependent on local conditions, defining collocation of programs as having the Service Center as the sole location for the delivery of services from that program and with the Service Center being the publicly recognized location for customers to access services from the program. Administrative functions of the program may be at a different location.

- Service Centers must have facilities that accommodate:
 - both individual and group work with customers,
 - a common reception area,
 - a self-serve resource area (e.g., a “resource room”),
 - space for itinerant staff, and,
 - employer interview functions.

A cafeteria, child care facilities, and other special features are encouraged to support a customer friendly system.

- Services from the Employment Service staff, which are supported by Wagner-Peyser funding, must be exclusively located at a Service Center. Any additional locations require the approval of the Michigan Department of Career Development.
- The customer flow of local systems incorporating satellite offices must be designed so that regardless of where the customer enters the system, the customer will not have to go to more than two locations to access all of the core services.
- The local system must have an integrated system of customer access and awareness that ensures the local Michigan Works! System is easy to locate and access, as well as highly visible, by incorporating a common system telephone number, common publicity, a world wide web site and other means as necessary.
- Priority will be given to assuring that throughout the system persons with disabilities will have programmatic access to all services. The commitment to adequately serving persons with disabilities extends beyond the specialized services of vocational rehabilitation to the system as a whole and assumes the responsibility of continuously enhancing system capacity for achieving that aim.
- A system of management and staff development that supports the integration and collocation principles, as well as informed, professional and customer friendly service must be in place.



System Marketing and Customer Relations

Effective marketing and customer relations throughout the Michigan Works! System will establish and sustain a broad awareness in the marketplace. These efforts are to be a priority for continued success and visibility.

- Incorporation of the Michigan Works! Service Center name and logo as a common statewide identifier for all locations that meet the criteria of a Service Center as described in this document. The Michigan Works! Service Center signage will be sufficiently prominent to assure customer recognition of the location. The sign will be larger in size than the signage of any other programs. The display of signage is to be at the point in time that the location meets the criteria to be designated as a center.
- Although logo dominance is important on the sign, it is equally important not to add other logos or information that detract from the Michigan Works! identity. Additions to the sign should be limited and appealing.
- The Michigan Works! Logo is black and red. "Michigan" is black and set above the larger word "Works!" The word "Works!" should be displayed in red (Pantone 200). There is a Michigan Works! Logo manual designed to maintain the integrity of the logo, which specifies any variations allowed.
- The name and logo are to be included on various forms, communications and publicity materials.
- Certified Michigan Works! Service Centers should only use the Michigan Works! signage. Although, each Michigan Works! Service Center may have services specific to the local area, each Service Center has core services available to each customer. The Michigan Works! brand ultimately sets up an expectation of the services provided inside the center for the customer. Satellite or affiliated offices should be given the right to use the Michigan Works! logo judiciously with thought given to the expectation of the customer.
- Local systems must use the common, statewide toll-free telephone number, 1-800-285-WORKS, in all marketing and public relations materials.
- All telephone greetings must incorporate the Michigan Works! System identity.
- Each office location must have staff to direct customers appropriately, upon customer entry, through the use of a receptionist.
- Each Michigan Works! Agency will send all publicity materials as a matter of record and best practice to a single depository as designated by MDCD. This will allow for coordination of new materials and will also minimize duplication of effort and resources in the 25 regions as well as at the state level.



- Each Michigan Works! Agency will create a basic schedule of publications, television/radio/billboard advertisements, job fairs, etc. indicating any marketing and public relations activities. This plan will be shared with the MDCD Marketing and Public Relations office for inclusion in the statewide marketing grid disseminated to the 25 regions.

Resource Rooms

Service Centers must have a self-serve resource area or “resource room” which at a minimum offers the following services to our customers:

- Labor Exchange Tools
- Computer Applications Software
- Resume Writing Software
- Career Exploration Software
- Job, Career, and Skill Self-Assessment Tools
- Career, Job, and Labor Market Information
- Career Planning Information
- Job Search Information
- Interviewing Information
- Information on Resumes, Cover Letters, etc.
- Information on Job Retention
- Directories
- Periodicals

Specific requirements include:

- Career exploration computer applications to benefit job seekers; including MOIS, Open Options, and TalentFreeway.
- Labor exchange using the Michigan Talent Bank component of the TalentFreeway, as required for core services.

Specific materials are not required for the other types of services listed above, however suggestions on materials to fulfill the requirements are provided in “Attachment A”.

Information Technology Systems

Common information systems, open access to information systems, and connectivity among systems, are required to support the Michigan Works! System for an effective and efficient workforce development system. They support integrated service delivery by making data exchange, or access to information, on customers possible. Common, open and linked systems also conserve resources and in some cases provide a common statewide identity for the Michigan Works! System. For these reasons, each local system must:

- Conduct state-wide labor exchange via the Michigan Talent Bank component of the TalentFreeway; and
- Utilize, to the degree possible, OSMIS, a centralized, integrated management information system with the capability of sharing participant records among service delivery programs and partners.

WDB/LEOs may determine locally to:

- Use technology and automated systems to support information sharing in an integrated delivery system.
- Institute electronic transfer of program-specific data into individual program reporting systems.



Resource Integration

Operations of a Michigan Works! System requires the allocation of resources for system operation. Minimally, the WDB will ensure that the local delivery system addresses:

- Contributions by required programs (and other locally-determined partners) of appropriate staff positions to an integrated service delivery system, often requiring changes in the way work is performed.
- Contribution by required programs (and other locally-determined partners) of buildings, equipment, and other assets to the larger picture of integrated programming.
- Redirection of program operations to support an integrated service delivery system, often requiring changes in mixes and levels of service within programs.



Examples of Resources that Fulfill the Minimum Requirements for Resource Rooms

Resource Room Service	Specific Examples Offered
Labor Exchange Tools	<ul style="list-style-type: none"> ▪ Michigan Talent Bank Component of the TalentFreeway ▪ Restricted Use Telephones for Local Employer Calls with TTY ▪ Access to Facsimile Machine ▪ Access to Photocopy Machine ▪ Access to Printers ▪ Internet Access to Other Job Hunting Sites with Specific Sites Book Marked for Customers
Computer Applications Software	<ul style="list-style-type: none"> ▪ Word Processing Software <ul style="list-style-type: none"> - Microsoft Word - Corel WordPerfect ▪ Accessible Software for Persons with Disabilities
Resume Writing Software	<ul style="list-style-type: none"> ▪ CHOICES ▪ Easy Resume ▪ Job Works ▪ Military Resume Writer ▪ Resume Maker ▪ Sample Job Applications ▪ Winway Resume
Career Exploration Software	<ul style="list-style-type: none"> ▪ Michigan Occupational Information System (MOIS) ▪ Occupational Information Network (O*NET) ▪ Occupational Outlook Handbook ▪ Open Options ▪ TalentFreeway
Job, Career, and Skill Self-Assessment Tools	<ul style="list-style-type: none"> ▪ APTICOM ▪ Career Ability Placement Survey (CAPS) ▪ Career Exploration Inventory ▪ Career Occupational Preference Survey (COPS) ▪ Career Pathways ▪ Discover ▪ Holland's Self-Directed Search (SDS) ▪ IDEAS Interest Test ▪ Job Search Attitude Inventory (JSAI) ▪ Leisure Work Search Inventory ▪ Mavis Typing Test and Typing Tutor ▪ Skill Stalker ▪ Substance Abuse Self-Assessment Instrument (SASSI) ▪ Skills Identification
Career, Job, and Labor Market Information	<ul style="list-style-type: none"> ▪ A Tough New Labor Market ▪ America's 50 Fastest Growing Jobs ▪ Apprenticeship Information ▪ Are You Better Off Working? ▪ Atlas of the American Economy ▪ Employment Service Agency LMI Web Site (www.michlmi.org) ▪ Ferguson's Guide to Apprenticeship ▪ Michigan Outlook 2005 ▪ Occupational Outlook Handbook ▪ Peterson's Job Opportunities ▪ The Adams Jobs Almanac ▪ The Career Box ▪ U.S. Industry and Trade Outlook ▪ Work in the New Economy



Resource Room Service	Specific Examples Offered
Career Planning Information	<ul style="list-style-type: none"> ▪ Change Your Job, Change Your Life ▪ Discover the Best Jobs for You ▪ Guerilla Tactics in the New Job Market ▪ How to Look for Work ▪ Job Hunting Handbook ▪ Job Search Briefs (50 Briefs by Job Shop, Inc.) ▪ The Best Jobs for the 1990's and Into the 21st Century ▪ Wishcraft ▪ What Color is Your Parachute?
Job Search Information	<ul style="list-style-type: none"> ▪ 50 Ways to Get Hired ▪ Finding a Job on the Internet ▪ Find the Job You've Always Wanted in Half the Time with Half the Effort ▪ Getting the Job you Really Want ▪ How to Locate Jobs and Land Interviews ▪ Knock 'Em Dead ▪ The 110 Biggest Mistakes Job Hunters Make (And How to Avoid Them) ▪ The New Quick Job-Hunting Map ▪ The Job Doctor: Good Advice on Getting a Job ▪ The Very Quick Job Search Book ▪ Job Search Methods That Get Results ▪ Job Search Skills for Tough Times ▪ Paper Job Search Tools
Interviewing Information	<ul style="list-style-type: none"> ▪ 101 Great Answers to the Toughest Interview Questions ▪ Dynamite Answers to Interview Questions ▪ How to Have a Winning Job Interview ▪ Interviewing for Success: A Practical Guide to Increasing Job Interviews, Offers, and Salaries ▪ Knock 'Em Dead (With Great Answers to Tough Interview Questions) ▪ Sweaty Palms: The Neglected Art of Being Interviewed ▪ The Quick Interview and Salary Negotiation Book ▪ Doing Mock Interviews ▪ How Do I Get Started Interviewing? ▪ Interviewing: Answering Problem Questions ▪ Interviewing: Mastering the Job Interview ▪ Succeeding in Your Interview ▪ The Seven Phases of a Job Interview ▪ Tips for Successful Interviewing
Information on Resumes, Cover Letters, etc.	<ul style="list-style-type: none"> ▪ Cover Letters They Don't Forget ▪ Damn Good Resume Guide ▪ Does Your Resume Wear Blue Jeans ▪ Dynamic Cover Letters ▪ Dynamite Resumes: 101 Great Examples and Tips for Success ▪ Gallery of Best Resumes ▪ How to Write a Winning Resume ▪ The Perfect Resume ▪ The Quick Resume and Cover Letter Book ▪ Writing Resumes
Information on Job Retention	<ul style="list-style-type: none"> ▪ Job Survival Skills ▪ Keeping Your Job ▪ Negotiate for Whatever You Want ▪ Positive Work Habits



Resource Room Service	Specific Examples Offered
Directories	<ul style="list-style-type: none"> ▪ Touch-Screen Kiosk and General Information and Services Offered in the Service Center ▪ Chamber of Commerce Directories ▪ Local Human Services Directory ▪ Michigan Business Directory ▪ Michigan Manufacturers Directory ▪ Telephone Directories
Periodicals	<ul style="list-style-type: none"> ▪ Local Newspapers ▪ Business Periodicals ▪ Crain's Detroit Business ▪ The Wall Street Journal
General Information	<ul style="list-style-type: none"> ▪ Adult Education Information ▪ Child Day Care Information ▪ Financial Aid Information ▪ High School Equivalency (G.E.D. Testing) Information ▪ Job Training Information ▪ Local Transportation Information ▪ Medicaid Information ▪ Workplace Accommodation Information ▪ Americans With Disabilities Act (ADA) and Job Site Accommodations Information ▪ Information on ADA Consultation ▪ Information on Ergonomic Assessments ▪ Information on Worksite/Job Accommodations ▪ Information on Retention Services for the Troubled Employee ▪ Information on Disability Sensitivity Awareness Training ▪ Information on Return to Work Services ▪ Unemployment Insurance Handbook
Assistive Technology/ and Alternative Formats	<ul style="list-style-type: none"> ▪ Braille Printers With Appropriate Braille Translation Software ▪ Closed Captioned Videotapes ▪ TTY/TDD – Telecommunications Device for the Deaf ▪ textHELP Read and Write ▪ Zoom Text – Screen Magnifier ▪ WiVik – Onscreen Keyboard Used In Conjunction With The Trackball ▪ Large Computer Monitor (19 In.)Trackball, And A Switch (Large button that works like the left click button on a mouse.) ▪ Height Adjustable Work Stations which can be raised or lowered to accommodate wheelchairs.



APPENDIX B

Area Community Service Employment and Training (ACSET) Council

- | | | | |
|----|---------|---|---|
| 1. | Allegan | Michigan Works!
Service Center-
Allegan | 2891 116 th Avenue
Allegan, MI 49010-9004
(269) 686-5079 |
| 2. | Kent | Michigan Works!
Service Center-
Leonard | 1560 Leonard N.E.
Grand Rapids, MI 49525
(616) 336-4460 |
| 3. | Kent | Michigan Works!
Service Center-
Sheldon | Sheldon Complex-Lower Level
121 Franklin Street SE
Grand Rapids, MI 49507
(616) 336-4040 |

Office of Michigan Works! Berrien-Cass-Van Buren

- | | | | |
|----|-----------|--|---|
| 4. | Berrien | Michigan Works!
Employment and Resource
Center-Benton Harbor | 499 West Main Street
Benton Harbor, MI 49022
(269) 927-1799 |
| 5. | Berrien | Michigan Works!
Employment and Resource
Center-Niles | 1105 North Front Street
Niles, MI 49120
(269) 687-9348 |
| 6. | Cass | Michigan Works!
Employment and Resource
Center-Dowagiac | 601-D Front Street
Dowagiac, MI 49047
(269) 782-9864 |
| 7. | Van Buren | Michigan Works!
Employment and Resource
Center-South Haven | 950 Bailey Avenue
Suite 4
South Haven, MI 49090
(269) 637-4020 |
| 8. | Van Buren | Michigan Works!
Employment and Resource
Center-Paw Paw | 232 East Michigan Street
Paw Paw, MI 49079
(269) 657-7014 |

Calhoun Intermediate School District

- | | | | |
|-----|---------|--|---|
| 9. | Barry | Hastings Michigan Works!
Service Center | 535 West Woodlawn
Hastings, MI 49058
(269) 945-9545 ext. 40 |
| 10. | Branch | Coldwater Michigan Works!
Service Center | 210 Vista Drive
Coldwater, MI 49036
(517) 278-0201 |
| 11. | Calhoun | Battle Creek Michigan
Works! Service Center | 135 Hamblin Avenue
Battle Creek, MI 49017
(269) 660-1412 |
| 12. | Calhoun | Albion Michigan Works!
Service Center | 112 East Erie Street
Albion, MI 49224
(517) 629-5413 |



Capital Area Michigan Works!

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|-----|---------|---|--|
| 13. | Clinton | Capital Area Michigan Works! Service Center | 101 West Cass Street
Suite A
St. Johns, MI 48879
(989) 224-2000 |
| 14. | Eaton | Capital Area Michigan Works! Service Center | 311 West First Street
Charlotte, MI 48813
(517) 543-5278 |
| 15. | Ingham | Capital Area Michigan Works! Service Center | 2110 S. Cedar
Lansing, MI 48910
(517) 492-5500 |

Michigan Works! Career Alliance

- | | | | |
|-----|------------|------------------------------------|--|
| 16. | Genesee | Michigan Works!
Career Alliance | 711 North Saginaw Street
Suite 100
Flint, MI 48503
(810) 234-9880 |
| 17. | Shiawassee | Michigan Works!
Career Alliance | 1795 West Main Street
Owosso, MI 48867
(989) 729-6663 |

Central Area Michigan Works! Consortium (CAMWC)

- | | | | |
|-----|----------|--------------------------------|---|
| 18. | Gratiot | Michigan Works! Service Center | 327 East Center Street
Alma, MI 48801
(989) 466-4832 |
| 19. | Ionia | Michigan Works! Service Center | 307 West Adams Street
Ionia, MI 48846
(616) 527-1360 |
| 20. | Isabella | Michigan Works! Service Center | 1803 South Mission Street
Mt. Pleasant, MI 48858
(989) 772-5304 |
| 21. | Montcalm | Michigan Works! Service Center | 114 South Greenville West Dr.
Greenville, MI 48838
(616) 754-3611 |

Detroit Workforce Development Department

- | | | | |
|-----|-------|--|--|
| 22. | Wayne | Detroit Workforce Development Department | 707 West Milwaukee
1 st Floor
Detroit, MI 48202
(313) 873-7321 |
| 23. | Wayne | Detroit's Work Place South | 455 West Fort Street
Detroit, MI 48226
(313) 962-9675 |



24. Wayne SER Metro, Inc. 9301 Michigan Avenue
Detroit, MI 48209
(313) 846-2240 ext. 255

25. Wayne Samaritan Center 5555 Conner
Detroit, MI 48215
(313) 579-4100

Eastern Upper Peninsula Michigan Works!

26. Chippewa Michigan Works! 1118 East Easterday Avenue
Sault Ste. Marie, MI 49783
(906) 635-1752

Kalamazoo/St. Joseph Michigan Works! Upjohn Institute

27. Kalamazoo Michigan Works! Service Center 1601 South Burdick Street
Kalamazoo, MI 49001
(269) 383-2536

28. St. Joseph Michigan Works! Service Center 222 Enterprise Drive
Employment and Training Connections Three Rivers, MI 49093
(269) 273-2717

Michigan Works! The Job Force

29. Delta Michigan Works! Service Center 2831 North Lincoln Road
EsCANABA, MI 49829
(906) 789-9732

30. Marquette Michigan Works! Service Center 1498 O'dovero
Marquette, MI 49855
(906) 228-3075

Livingston County Michigan Works!

31. Livingston Livingston County 1255 East Grand River Avenue
Michigan Works! Howell, MI 48843
(517) 546-7450

Macomb/St.Clair Workforce Development Board

32. Macomb Michigan Works! Service Center 43630 Hayes
Suite 100
Clinton Township, MI 48038
(586) 263-1501

33. Macomb Michigan Works! Service Center 75 N. River Road
Mt. Clemens, MI 48043
(586) 469-7702

34. Macomb Michigan Works! Service Center 15950 12 Mile Road
Roseville, MI 48066
(586) 447-9200

35. St. Clair Michigan Works! Service Center 100 McMORRAN, 6th Floor
Port Huron, MI 48060
(810) 966-3300

**Muskegon/Oceana Consortium**

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|-----|----------|---|---|
| 36. | Muskegon | Michigan Works!
Muskegon Heights Workforce
Development Center | Mailing Address: 2920 Leahy
Service Center Location:
2913 Hoyt Street
Muskegon Heights, MI 49444
(231) 830-3820 |
| 37. | Muskegon | Michigan Works!
Family Services Workforce
Development Center | 1516 Peck Street
Muskegon, MI 49441
(231) 726-2626 |
| 38. | Muskegon | Michigan Works! White Lake
Workforce Development Center | 541 East Slocum Street
Whitehall, MI 49461
(231) 893-0515 |
| 39. | Muskegon | Michigan Works! Goodwill
Industries Workforce Development
Center | 765 Norton Ave.
Muskegon, MI 49441
(231) 739-9010 |
| 40. | Muskegon | Michigan Works! Orchard View
Workforce Development Center | 1550 East Laketon Avenue
Muskegon, MI 49442
(231) 760-1474 |
| 41. | Oceana | Michigan Works! Oceana Employment
and Training Workforce Development
Center | 169 North Michigan Avenue
Shelby, MI 49455
(231) 861-2073 |

Northeast Michigan Consortium

- | | | | |
|-----|-------------|-----------------------------|---|
| 42. | Alcona | Alcona Michigan Works! | 202 S. 2 nd Street, Suite B
P.O. Box 316
Lincoln, MI 48742
(989) 736-6082 |
| 43. | Alpena | Alpena Michigan Works! | 315 West Chisholm
Alpena, MI 49707
(989) 356-3339 |
| 44. | Cheboygan | Cheboygan Michigan Works! | 825 South Huron, Suite 5
P.O. Box 5217
Cheboygan, MI 49721
(231) 627-4303 |
| 45. | Crawford | Crawford Michigan Works! | 4595 Salling Street
P.O. Box 333
Grayling, MI 49738
(989) 348-8709 |
| 46. | Montmorency | Montmorency Michigan Works! | Elkland Center
12519 State Street, P.O. Box 836
Atlanta, MI 49709
(989) 785-4054 |
| 47. | Oscoda | Oscoda Michigan Works! | 1329 South Mt. Tom Street
P.O. Box 608
Mio, MI 48647
(989) 826-6107 |



48. Otsego Otsego Michigan Works!
111 South Michigan
P.O. Box 1220
Gaylord, MI 49734
(989) 732-3886

49. Presque Isle Presque Isle Michigan Works!
20709 State Street
P.O. Box 711
Onaway, MI 49765
(989) 733-8548

Northwest Michigan Council of Governments

50. Emmet Northwest Michigan Works!
Service Center
2225 Summit Park Drive
Petoskey, MI 49770
(231) 347-5150
1-800-442-1074

51. Grand Traverse Northwest Michigan Works!
Service Center
1209-C South Garfield Road
Traverse City, MI 49686
1-800-442-1074

52. Kalkaska Northwest Michigan Works!
Service Center
103 Third Street
Kalkaska, MI 49646
1-800-442-1074

53. Manistee Northwest Michigan Works!
Service Center
1660 U.S. 31 South
Manistee, MI 49660
(231) 723-2535
1-800-442-1074

54. Wexford Northwest Michigan Works!
Service Center
401 North Lake Street
Cadillac, MI 49601
(231) 775-3408
1-800-442-1074

Oakland County Michigan Works!

55. Oakland Walled Lake Michigan Works!
Service Center
9491 Wise Road
Commerce Township, MI 48382
(248) 956-5060

56. Oakland North Oakland Service Center-
Oxford
1370 S. Lapeer Road
Oxford, MI 48371
(248) 969-2399

57. Oakland Waterford Michigan Works!
Service Center
1150 Scott Lake Road
Waterford, MI 48328
(248) 682-3417

58. Oakland Troy Michigan Works!
Service Center
550 Stephenson Highway
Suite 400
Troy, MI 48083
(248) 823-5101

59. Oakland Southfield Service Center
21030 Indian
Southfield, MI 48034
(248) 796-4550



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|-----|---------|--|--|
| 60. | Oakland | Oak Park Michigan Works!
Service Center | 22180 Parklawn
Room 111
Oak Park, MI 48237
(248) 691-8437 |
| 61. | Oakland | North Oakland Michigan Works!
Service Center - Highland | 2218 S. Milford Road
Highland, MI 48357
(248) 889-0410 |
| 62. | Oakland | Ferndale Michigan Works!
Service Center | 713 East Nine Mile Road
Ferndale, MI 48220
(248) 545-0222 |
| 63. | Oakland | Job Link Michigan Works!
Service Center | 1847 North Perry Street
Pontiac, MI 48340
(248) 276-9470 |

Ottawa County Michigan Works!

- | | | | |
|-----|--------|---|--|
| 64. | Ottawa | Job Connections Michigan
Works! Service Center-South | 121 Clover Avenue
Holland, MI 49423
(616) 396-2154 |
| 65. | Ottawa | Job Connections Michigan
Works! Service Center-North | 1830-G 172 nd Avenue
Grand Haven, MI 49417
(616) 296-0795 |

Region 7B Michigan Works! Agency

- | | | | |
|-----|-----------|-----------------|--|
| 66. | Arenac | Michigan Works! | 4480 West M-61
Standish, MI 48658
(989) 846-2111 |
| 67. | Clare | Michigan Works! | 402 North First Street
Harrison, MI 48625
(989) 539-2173 |
| 68. | Gladwin | Michigan Works! | 150 Commerce Court
Gladwin, MI 48624
(989) 426-8571 |
| 69. | Iosco | Michigan Works! | 1230 E. US-23
East Tawas, MI 48730
(989) 362-6407 |
| 70. | Ogemaw | Michigan Works! | 630 Progress
West Branch, MI 48661
(989) 345-1090 |
| 71. | Roscommon | Michigan Works! | Health & Human Services Building
1015 Short Street
Prudenville, MI 48651
(989) 366-8660 |



Saginaw-Midland-Bay Michigan Works!

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|-----|----------|--|--|
| 72. | Bay City | Bay County Michigan Works!
Service Center | North Pointe Plaza
4061 North Euclid Avenue
Bay City, MI 48706
(989) 667-0500 |
| 73. | Midland | Midland Michigan Works!
Service Center | 1409 Washington
Midland, MI 48640
(989) 631-3073 |
| 74. | Saginaw | Saginaw–Downtown Michigan Works!
Service Center | 614 Johnson Street
Saginaw, MI 48607
(989) 776-1511 |
| 75. | Saginaw | Bay Road Michigan Works!
Service Center | 3875 Bay Road
Suite 7
Saginaw, MI 48603
(989) 249-5232 |

South Central Michigan Works!

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|-----|-----------|---|--|
| 76. | Jackson | Jackson Michigan Works!
Service Center | Commonwealth Commerce Center
209 E. Washington Avenue, Suite 100
Jackson, MI 49201
(517) 841-JOBS (5627) |
| 77. | Hillsdale | Hillsdale Service Center | 23 Care Drive
Hillsdale, MI 49242
(517) 437-3381 |
| 78. | Lenawee | Lenawee Michigan Works!
Service Center | Lenawee County
Human Services Building
1040 S. Winter, Suite 1014
Adrian, MI 49221
(517) 266-JOBS (5627) |

Southeast Michigan Community Alliance (SEMCA)

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|-----|--------|---|--|
| 79. | Monroe | Monroe Michigan Works!
Service Center | 1531 North Telegraph Road
Suite D
Monroe, MI 48162
(734) 240-7950 |
| 80. | Wayne | Southgate Michigan Works!
Service Center | 15100 Northline Road
Southgate, MI 48195
(734) 362-3466 |
| 81. | Wayne | Wayne Michigan Works!
Service Center | 3693 Metro Place Mall
Wayne, MI 48184
(734) 858-4284 |
| 82. | Wayne | Dearborn Michigan Works!
Service Center | 6451 Schaefer
Dearborn, MI 48126
(313) 945-8159 |



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|-----|-------|---|---|
| 83. | Wayne | Highland Park Michigan Works!
Service Center | 13700 Woodward
Highland Park, MI 48203
(313) 826-0299 |
| 84. | Wayne | Livonia Michigan Works!
Service Center | 30246 Plymouth Road
Livonia, MI 48150
(734) 513-4900 |

Thumb Area Michigan Works! Employment and Training Consortium

- | | | | |
|-----|---------|---|--|
| 85. | Huron | Thumb Area Michigan Works!
Huron County Service Center | 614 N. Port Crescent
Bad Axe, MI 48413
(989) 269-2311 |
| 86. | Lapeer | Thumb Area Michigan Works!
Lapeer County Service Center | 323 E. Genesee
P.O. Box 600
Lapeer, MI 48446
(810) 664-1680 |
| 87. | Sanilac | Thumb Area Michigan Works!
Sanilac County Service Center | 213 North Elk Street
P.O. Box 147
Sandusky, MI 48471
(810) 648-5800 |
| 88. | Tuscola | Thumb Area Michigan Works!
Tuscola County Service Center | 1184 Cleaver Road
Caro, MI 48723
(989) 673-8103 |

Washtenaw County Workforce Development Board-Employment Training and Community

- | | | | |
|-----|-----------|--------------------------------|---|
| 89. | Washtenaw | Michigan Works! Service Center | 304 Harriet Street
Ypsilanti, MI 48197
(734) 481-2517 |
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Michigan Works! West Central

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| 90. | Lake | Michigan Works! West Central | 5252 South M-37
Baldwin, MI 49304
(231) 745-2703 |
| 91. | Mason | Michigan Works! West Central | 5722 West US-10
Ludington, MI 49431
(231) 843-2563 |
| 92. | Mecosta | Michigan Works! West Central | 826 North State Street, Suite B
Big Rapids, MI 49307
(231) 796-0049 |
| 93. | Newaygo | Michigan Works! West Central | 4747 West 48 th Street
Suite 162
Fremont, MI 49412
(231) 924-3230 |
| 94. | Osceola | Michigan Works! West Central | 240 East Church Street
Reed City, MI 49677
(231) 832-3131 |



Western Upper Peninsula Manpower Consortium

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| 95. | Baraga | Michigan Works! Baraga County | 115 North Front
L'Anse, MI 49946
(906) 524-5300 |
| 96. | Gogebic | Michigan Works! Gogebic County | 100 West Cloverland
Ironwood, MI 49938
(906) 932-4059 |
| 97. | Iron | Michigan Works! Iron County | 237 East Caspian Avenue
P.O. Box 670
Caspian, MI 49915
(906) 265-0532 |
| 98. | Ontonagon | Michigan Works! Ontonagon County | 906 River Street
Ontonagon, MI 49953
(906) 884-4753 |
| 99. | Houghton | Michigan Works! Houghton County | 902 Razorback Drive
Houghton, MI 49931
(906) 482-6916 |

Total # of Service Centers: 99