

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

March 10, 2010

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B720083
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Crusecom Technology Consultants, LLC 4238 California Street Oscoda, MI 48750 <p style="text-align: right;">ceo@crusecom.com</p>	TELEPHONE (989) 739-5070 Art Cruse
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1916 Jim Wilson
Contract Compliance Inspector: Paul Kollmeyer (231) 775-9727 Burn Permit Call Center – Department of Natural Resources and Environment	
CONTRACT PERIOD: From: January 1, 2007 To: December 31, 2010	
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>	

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby EXTENDED through December 31, 2010, and INCREASED by \$55,000.00.

All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per agency request (PRF dated 10/20/09), Ad Board approval on 03/02/10, and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$324,100.00.

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

January 13, 2010

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B720083
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Crusecom Technology Consultants, LLC 4238 California Street Oscoda, MI 48750 ceo@crusecom.com	TELEPHONE (989) 739-5070 Art Cruse
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1916 Jim Wilson
Contract Compliance Inspector: Paul Kollmeyer (231) 775-9727 Burn Permit Call Center – Department of Natural Resources	
CONTRACT PERIOD: From: January 1, 2007 To: March 31, 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 March 31, 2010.

NOTE: The DMB Buyer for this Contract is now Jim Wilson (517) 241-1916.

All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per agency request and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$269,100.00.

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

January 8, 2009

CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B720083
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR		TELEPHONE (989) 739-5070
Crusecom Technology Consultants, LLC 4238 California Street Oscoda, MI 48750 ceo@crusecom.com		Art Cruse
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241- Lance Kingsbury
Contract Compliance Inspector: Paul Kollmeyer (231) 775-9727 Burn Permit Call Center – Department of Natural Resources		
CONTRACT PERIOD:		From: January 1, 2007 To: December 31, 2009
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** to December 31, 2009, and **INCREASED** by \$6,900.00. See attachments for new pricing. **NOTE:** The DMB Buyer for this Contract is now Lance Kingsbury (517) 241-3768. All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per request from Agency (PRF dated 12/2/2008) Contractor agreement (letter dated 11/24/08), and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$269,100.00.

CHANGE AUTHORIZATION REQUEST

Contract No. 071B7200083

Change Authorization Request No. 2009-001

I. General

This Change Authorization Request is subject to all terms and conditions of the subject contract between Crusecom Technology Partners, Inc. and the State of Michigan. Except as expressly specified herein, all terms and conditions of the Contract shall remain in full force and effect upon execution of this request. This request is not valid until all parties sign it, the Issuing Office prepares a Contract Change Notice and the Department of Natural Resources issues a Purchase Order.

II. Description of Change

The purpose of the change is to extend the contract one year to December 31, 2009 and revise the pricing page (Attachment 1) to reflect the program changes that will occur in 2009. The new pricing will reflect those changes.

In 2009 the DNR will replace the current website program with a new program in which the CSR will simply place their cursor over the county indicated by the caller and read to said caller, the burning status guidelines that pop up. The redesigned website will allow for efficient and productive service to the caller as the CSRs will only read the "pop up" burn/no burn instructions for the indicated area. The Caller will no longer need to provide their personal data...(name, address, phone, cross street, etc.) therefore CSRs will no longer input the data and provide permit numbers via computer to the DNR website. This will make for a much more "user friendly, cost effective" process for Michigan residents

Year round staffing 12 hours per day, 7 days per week. CSRs available 7 days weekly, between the hours of 8am and 8pm to accept these calls.

During "snow cover" season, the call center will continue to provide a message indicating Burning requirements. In addition, there will be an opt out for the caller in case they have a emergency need to speak to a CSR.

Article 1, Attachment A Pricing

Item No.	Description of Service	Unit Cost
1.	Price Charged Per Month – During Burn Permit Season (April 1 to December 1) for providing answering services	\$ <u>250.00</u> /Month
	Price Charged Per Month – During Off-Season (December 1 – April 1) for providing pre-recorded message and limited answering services.	\$ <u>250.00</u> /Month
2.	Message/Burn Permit Issuance Call Charges	

	Charge per call when permits are not required – Pre-Recorded Message Only (Estimate 15,000 calls per year)	\$ <u>0.15</u> /Call
	Charge per call when permits are not required – Pre-Recorded Message Only -- and caller requests operator assistance. (Estimate 5,000 calls per year)	\$ <u>1.05</u> /Call
	Charge Per Minute when Permits Are Being Issued – Pre-Recorded Message, Permit Issuance, and Internet Database Entry (Estimate 100,000 calls per year)	\$ <u>0.48</u> /Call
3.	Out-Dial Charge	
	Charge per Call Placed by The Operator to Contact DNR for Information, Relay Complaints, Dispatch Information	\$ <u>1.05</u> /Call
	Call Volume Estimated at 120,000 calls per Year	

III. Costs

Costs have decreased and are reflective above.

IV. Impact on Contract

The extension year will require the contract to be increased by \$6,900 for a revised total of \$269,100.

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

December 28, 2006

NOTICE
TO
CONTRACT NO. 071B720083
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Crusecom Technology Consultants, LLC 4238 California Street Oscoda, MI 48750 <p style="text-align: right;">ceo@crusecom.com</p>	TELEPHONE (989) 739-5070 Art Cruse
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1916 Jim Wilson
Contract Compliance Inspector: Paul Kollmeyer (231) 775-9727 Burn Permit Call Center – Department of Natural Resources	
CONTRACT PERIOD: From: January 1, 2007 To: December 31, 2008	
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>	

The terms and conditions of this Contract are those of ITB #071I6200233, this Contract Agreement and the vendor's quote dated 06/12/2006. 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: **\$262,200.00**

**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. 071B7200083
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Crusecom Technology Consultants, LLC 4238 California Street Oscoda, MI 48750</p> <p style="text-align: right;">ceo@crusecom.com</p>	TELEPHONE (989) 739-5070 Art Cruse VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-1916 Jim Wilson
Contract Compliance Inspector: Paul Kollmeyer (231) 775-9727 <p style="text-align: center;">Burn Permit Call Center – Department of Natural Resources</p>	
CONTRACT PERIOD: From: January 1, 2007 To: December 31, 2008	
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 #071I6200233, this Contract Agreement and the vendor's quote dated 06/12/2006. 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: \$262,200.00</p>	

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

Contract No. 071B7200083
Michigan Department of Natural Resources
Burn Permit Call Center

Buyer Name: Jim Wilson
Telephone Number: 517-241-1916
E-Mail Address: wilsonj4@michigan.gov



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- Appendix B – Pre-Recorded Introductory Message
- Appendix C – Screen Shot 1
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Article 1 – Statement of Work (SOW)

1.0 Project Identification

1.001 PROJECT REQUEST

The purpose of this contract is for telephone answering services for the issuance of Michigan Department of Natural Resources (DNR) burning permits for forty-seven (47) counties located in the Upper and Northern Lower Peninsulas of Michigan. Contractor to provide operator staffing year-round. Contractor will have operators available to take burn permit information during the snow free fire season, 12 hours per day, 7 days per week. The term of the contract will be approximately January 1, 2007 through December 31, 2008.

1.002 BACKGROUND

Currently DNR issues burn permits during the snow free fire season from telephone requests received at multiple DNR offices throughout the State. A contract for a telephone answering service will provide phone operators who will enter information from callers on to a web based burn permit database. The database will provide DNR with a cost effective method to handle permit requests and streamline the permit process.

1.1 Scope of Work and Deliverables

1.101 IN SCOPE

Contractor will staff incoming toll free number year-round, from 8:00 AM to 8:00 PM, EST, seven days per week. During snow free fire season, operators will issue burn permits in forty-seven counties in the Upper and Northern Lower Peninsulas of Michigan. Counties include: Alcona, Alger, Alpena, Antrim, Arenac, Baraga, Bay, Benzie, Charlevoix, Cheboygan, Chippewa, Clare, Crawford, Dickinson, Delta, Emmet, Gladwin, Grand Traverse, Gogebic, Houghton, Iosco, Iron, Kalkaska, Keweenaw, Lake, Leelanau, Luce, Mackinac, Manistee, Marquette, Mason, Mecosta, Menominee, Midland, Missaukee, Montmorency, Newaygo, Oceana, Ogemaw, Ontonagon, Osceola, Oscoda, Otsego, Presque Isle, Roscommon, Schoolcraft, Wexford. Toll free telephone number will be set up by contractor. Operators will provide callers with fire danger information and input burn permit information into a web based burn permit database.

Currently Crusecom supports 4 (T1) circuits into our facility and would extend another T1 circuit to support the DNR burn permit call center. Crusecom will provide a message that will be presented to the caller and they will have the option to speak to a CSR between the hours of 8:00 a.m. to 8:00 p.m.

CSR will provide callers with fire danger information and input burn permit information in a web based burn permit database.

Crusecom will offer an option that will automate this process by providing a web-based portal that can be update to inform CSR of current status and /or situations. DNR offices will have access to this web-based portal through a secure login.

1.102 OUT OF SCOPE

Incoming calls that do not pertain to wildland fire and burn permits are considered out of the scope of this project. If calls pertain to natural resource management, they should be directed to contact one of the following service centers during normal business hours.

Baraga Operations Service Center

906-353-6651

Bay City Operations Service Center

989-684-9141

Cadillac Operations Service Center

231-775-9727

Gaylord Operations Service Center

989-732-3541



Newberry Operations Service Center
906-293-5131

Roscommon Operations Service Center
989-275-5151

Marquette Operations Service Center
906-228-6561

1.103 ENVIRONMENT

- Phone system must have capability to allow callers to hear a pre-recorded 1 minute message, before being connected to an operator.
- Contractor must have ability to log information received from callers into a DNR operated internet database.
- Hours of operation are for 12 hours per day, 7 days per week, year-round, operator staffing. 8:00 AM-8:00 PM EST.
- Operators must be able to collect data from callers and provide information to callers as provided by the DNR, during data entry on the website.
- Contractor must have the ability to back-up tape/archive incoming & outgoing call information for a minimum of thirty days.
- Contractor must have the ability to refer complaints to the appropriate DNR office. (See Appendix A)
- Contractor must have the ability to provide detailed monthly invoices and provide supplemental information as indicated in specifications.

The Crusecom call center is a U.S.-based, disabled veteran organization. Our customer services meet and/or exceed all the requirements and performance measurements of the State of Michigan.

Crusecom monitors all customer service operations through automated reporting tools to ensure that superior customer service is provided and all performance standards are met. Training specifically focused on the DNR Burn Permit is provided to CSR and additional trained staff is provided to meet increased demands. Crusecom meets or exceeds the following ITB Requirements:

- *Phone system must have capability to allow callers to hear a pre-recorded 1 minute message, before being connected to an operator.*
- *Contractor must have ability to log information received from callers into a DNR operate internet database. Hours of operation are for 12 hours per day, 7 days per week, year-round, operator staffing. 8:00 AM-8:00 PM EST.*
- *Operators must be able to collect data from callers and provide information to callers as provided by the DNR, during data entry on the website.*
- *Contractor must have the ability to back-up tape/archive incoming & outgoing call information for a minimum of thirty days.*
- *Contractor must have the ability to refer complaints to the appropriate DNR office. (See Appendix A)*
- *Contractor must have the ability to provide detailed monthly invoices and provide supplemental information as indicated in specifications.*

Crusecom provides and maintains a Michigan-based Customer Service Center.



Michigan retailers use the customer service center for settlement information, manual food assistance program authorization; reporting problems with equipment at their locations; and for general questions and problem resolution and account and benefit information.



The EBT customer service center operation offered by Crusecom for Michigan represents the primary point of interaction for both clients and retailers, and assists them with their questions, processing needs and problem resolution. Virtually every EBT client and retailer will call the toll-free client customer service center at least once, and most will call several times.

The Crusecom Oscoda, Michigan facility has been selected as the location for the customer service center because of its present capacity. With more than 26+ agent positions as well as disaster prevention and recovery provided by multiple power access points, generator, uninterrupted power supplies, and redundant central processing units (CPU's); Crusecom has the facility with enough capacity to provide DNR with 100 percent recovery in case of any unit fails.

Our customer service center features a full range of leading-edge technology that has made Crusecom a customer service center industry leader in Northern Michigan. This includes:



- Cat 6 Industry Standard Cabling
- Intelligent Call Routing IVRU
- Comprehensive Reporting
- Automatic Call Distribution
- Diverse routing for both power and telecommunications
- Internal Digital (VoIP) Phone System
- Redundant capacity in the automated call distributor and IVRU
- Pentium 4 – 17” monitor at all CSR stations

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:

SPECIFICATIONS:

Contractor shall pay for the cost of installing all 1-800 telephone lines to the contractor's premises. Once installed, the will pay the cost of maintaining and repairing all systems. DNR will retain exclusive rights to use the assigned toll free number upon expiration of this contract.

Contractor will staff incoming toll free number 12 hours per day, 7 days per week year-round, and during snow free fire season will issue DNR burn permits in forty seven (47) counties in Northern Michigan.

Counties included: Alcona, Alger, Alpena, Antrim, Arenac, Baraga, Bay, Benzie, Charlevoix, Cheboygan, Chippewa, Clare, Crawford, Dickinson, Delta, Emmet, Gladwin, Grand Traverse, Gogebic, Houghton, Iosco, Iron, Kalkaska, Keweenaw, Lake, Leelanau, Luce, Mackinac, Manistee, Marquette, Mason, Mecosta, Menominee, Midland, Missaukee, Montmorency, Newaygo, Oceana, Ogemaw, Ontonagon, Osceola, Oscoda, Otsego, Presque Isle, Roscommon, Schoolcraft, and Wexford.

1. The phone system used by the contractor must have the capability to allow callers to hear a pre-recorded one minute message providing burn permit and fire prevention information. Recording shall be played prior to calls being connected to an operator.
2. Operators will acquire information from callers by asking questions and log it into a DNR operated internet database. (See Sec. 1.701 Additional Terms & Conditions Specific to Statement of Work for information regarding data that will need to be entered into internet database for caller.) This action is performing a service as an intermediary for citizens without access to the World Wide Web. Information will include; the callers county, township, and if known legal description. A street address, telephone number and the material that will be burned. The web site will be created and maintained by DNR. Permit restrictions will be managed by the local DNR fire supervisors and be viewable by county emergency dispatch offices.
3. A unique statewide 3-digit confirmation number changed daily will be provided by DNR generated through the web site. Callers will receive this at the completion of their call to verify they have been issued a permit for that day.
4. There will be days with restrictions on burn permits or when permits will not be issued at all. Some callers from specific townships and communities will not be able to obtain a permit through this system due to local regulations; these areas will be identified clearly on the web site. DNR will make daily adjustments to the web site modifying permit availability based on fire danger. Standard messages will appear that need to be read to the caller regarding fire conditions, restrictions, or contact information on where to obtain a burn permit from another entity issuing permits. These messages will vary widely across the 47 county area on any given day
5. When there is snow cover, a burn permit is not required. A 30 second pre-recorded message will be played to inform the caller of this. However since not all locations have snow cover throughout the winter on any given day, some callers will still need a permit and require assistance from an operator.
6. Contractor's pricing per call should include all set-up costs, any monthly fees, and call charges. It is expected that most calls will require less than one (1) minute of operator time. It is impossible to determine caller volume during this time period prior to implementing the system. Best information available indicates there could be as many as 15,000 calls or as few as several hundred calls per month during the snow free season and depending on the month and prevailing weather conditions at the time. It is also impossible to determine exact time of day or days of the week that call volume will be highest. However, past history has indicated daylight hours on weekends during pleasant spring and fall days generate the largest volume of calls.



Year 2000 Census data reveals the population of the Upper Peninsula is 317,616. The following data has been collected from 2005.

Year 2000 Census data reveals the population of the counties within the Northern Lower Peninsula is 832,642. We do not have any data records for the Northern Lower Peninsula.

2005 Upper Peninsula Data

Month	0:00	1:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total		
April	1	1	1	1		6	59	305	675	633	411	331	273	268	261	252	132	87	54	32	9	5	2	3799		
May	1					12	69	325	829	793	495	369	326	280	249	256	121	106	93	32	22	3	2	4383		
June						3	17	125	240	270	209	140	148	104	93	73	72	45	29	25	18	9		1620		
July						1	15	59	139	167	119	100	83	57	63	61	47	30	18	14	13	5		991		
August					2	1	18	112	273	295	183	137	133	123	111	91	69	57	29	16	7			1657		
Sept.							16	139	301	259	187	163	137	120	92	105	67	35	45	15	5	1		1687		
Oct.							14	158	269	320	241	186	153	143	134	115	53	42	16	1			1	1846		
Nov.						1	11	80	144	125	111	77	89	63	68	39	12	8	4	1	2			835		
Totals	2	1	1	1	2	24	219	130	287	3	0	2862	1956	1503	1342	1158	1071	992	573	410	288	136	76	23	5	16818



7. Contractor must provide sufficient staffing to meet the specification requirements.
8. Contractor's facility must allow for a sufficient number of 1-800 telephone lines for the public to acquire burn permits to comply with the specifications of the contract.
9. Contractor will provide network-based On-line Call Detail Reporting (OCDR), and Automatic Call Distribution (ACD) and reporting. The DNR will be permitted full access to the OCDR and ACD reporting system and all related reports. The contractor must either mail, email, or fax such reports to the DNR at no cost to the DNR. The DNR staff must also be allowed to review them at the contractor's call center during normal business hours. The contractor will provide DNR with the ability to dial in to the ACD reporting system for the purpose of viewing the "real time" activity for the permit program. The contractor's telephone answering and processing system must meet the following requirements. As a part of the bid, the bidder must explain and provide sample reports to indicate how these requirements will be met. All ACD reporting shall be based on the hours of operation of the burn permit center operators actually processing reservations.
10. The contractor will provide a telephone service factor of 80% average per week (Sunday through Saturday), or better: All calls will be answered within an average of 2 minutes with a live agent. For callers awaiting the next available operator a system generated message indicating all calls will be answered in the order received.
11. Average weekly (Sunday through Saturday) wait time for a burn permit operator shall not exceed 2 minutes. The goal is that no caller shall be in queue for more than 240 seconds without being connected to an operator who must process their permit information. MERELY speaking to a live person for a moment who does not actually finalize the caller's burn permit request does not meet this requirement.
12. All calls should be concluded within 5 minutes or less, including the amount of time that a caller is placed on hold. The DNR reserves the right to review the burn permit results of all calls. Special attention will be paid to those calls which exceed 5 minutes in length.
13. The goal is to have 0% busy-outs. The contractor will work with the DNR to develop solutions to meet that goal.
14. Average weekly abandoned call rate shall not exceed 5%
15. The Contractor's phone system will be capable of expansion or reduction in operator personnel and equipment, as demand changes due to call volume fluctuations.
16. The Contractor will provide after-hours answering with appropriate recorded messages about fire prevention and burn permits, as approved by the DNR.
17. In order to comply with the requirements as determined by the Americans with Disabilities Act (ADA), the contractor must provide a TDD capability at the call center such that an individual with a hearing impairment may fully utilize all contractor services provided to the public. This TDD capability must also utilize a toll-free number.
18. RESERVED
19. Contractor's operators shall direct the caller to contact one of the DNR offices to report a burn permit complaint. (Appendix A)
20. Operators shall handle emergency DNR & county dispatch notification as follows: Have the caller contact the local emergency dispatch center by dialing 911 in case of an escaped fire or other hazardous situation.
21. Contractor shall provide the following detailed information as a supplement to the monthly invoice:
 - a. The number of calls per county
 - b. The number of after-hours calls, and
 - c. The answering service charges per call.

Contractor Response

Per section 1.104 – Crusecom shall provide deliverable/services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1.0.1 1-800 Line

Crusecom shall pay for the cost of installation of a T1 circuit with 23 available ports and provide a 1-800 number to our premises. Once installed, Crusecom will pay the cost of maintaining and repairing all systems. DNR will maintain exclusive rights to use the assigned toll free number upon expiration of this contract. We see this as being critical tasks.

1.0.2 CSR Staffing

Crusecom will provide call center services 12 hours per day – 7 days a week year round, and during snow free fire season will issue DNR burn permits for forty-seven (47) counties.



Counties included: Alcona, Alger, Alpena, Antrim, Arenac, Baraga, Bay, Benzie, Charlevoix, Cheboygan, Chippewa, Clare, Crawford, Dickinson, Delta, Emmet, Gladwin, Grand Traverse, Gogebic, Houghton, Iosco, Iron, Kalkaska, Keweenaw, Lake, Leelanau, Luce, Mackinac, Manistee, Marquette, Mason, Mecosta, Menominee, Midland, Missaukee, Montmorency, Newaygo, Oceana, Ogemaw, Ontonagon, Osceola, Oscoda, Otsego, Presque Isle, Roscommon, Schoolcraft, and Wexford.

1.0.3 IVR Phone System

Thank you for calling the DNR Burn Permit Line. Permits are also available on line from WWW. XXXXXX .com Please Pay close attention to the following instructions.

Burn permits are issued only for limbs, brush, stumps, needles, leaves, and grass.

Keep your fire small enough to control with garden tools and a hose. Do not burn if winds are gusty. An adult must be in constant charge of the fire until it is completely out. If the fire escapes your control, call 911 immediately Air quality laws prohibit the burning of demolition debris, construction material and automotive parts. No permits can be issued within 1400 feet of an incorporated city or village. Any person allowing a fire to escape control is liable for suppression costs and any damages. Please be prepared with the following information: Your Name, Address, Phone Number and the material being burned. Also know the site of your burn by County, and Township name, plus the location distinguished by either a street address, nearest road intersection or the properties legal description.

Crusecom will utilize our PBXtra IVR and ACD Phone System to provide callers with a pre-recorded one minute message providing burn permit and fire prevention information. Recording will be played prior to calls being connected to an operator.

Crusecom has a couple of options at no cost to DNR:

1. We can play the pre-recording then add an option 1 for the caller to talk to a live Operator or process directly to the queue.
2. Provide an option 2 that will allow the caller to access the telephone numbers to their local Operation Center
3. Gather additional information that may allow for additional options to improve services and productivity for the caller.

3.5.4 DNR Web-Based Form

A unique statewide 3-digit confirmation number changed daily will be provided by DNR generated through the web site. Callers will receive this at the completion of their call to verify they have been issued a permit for that day.

Crusecom operators will acquire information from callers by asking questions and log it into a DNR operated internet database. (See Sec. 1.701 Additional Terms & Conditions Specific to Statement of Work for information regarding data that will need to be entered into internet database for caller.) This action is performing a service as an intermediary for citizens without access to the World Wide Web. Information will include; the callers county, township, and if known legal description. A street address, telephone number and the material that will be burned. The web site will be created and maintained by DNR. Permit restrictions will be managed by the local DNR fire supervisors and be viewable by county emergency dispatch offices.

3.5.5 Restrictions

There will be days with restrictions on burn permits or when permits will not be issued at all. Some callers from specific townships and communities will not be able to obtain a permit through this system due to local regulations; these areas will be identified clearly on the web site. DNR will make daily adjustments to the web site modifying permit availability based on fire danger. Standard messages will appear that need to be read to the caller regarding fire conditions, restrictions, or contact information on where to obtain a burn permit from another entity issuing permits. These messages will vary widely across the 47 county areas on any given day.

For liability issues, Crusecom suggest that the CSR read the restriction posted on the DNR website before issuance of the 3 digit confirmation number. This process will ensure that the caller has been made aware of the restrictions and the CSR verifies that the caller understands the restrictions.



3.5.6 Snow Cover

When there is snow cover, a burn permit is not required. A 30 second pre-recorded message will be played to inform the caller of this. However since not all locations have snow cover throughout the winter on any given day, some callers will still need a permit and require assistance from an operator.

As required, Crusecom shall change the pre-recorded message at the request of the DNR. Callers shall also have the option to talk to a live operator during normal Burn Permit business days and hours.

3.5.7 Pricing and Average Call Time

Contractor's pricing per call should include all set-up costs, any monthly fees, and call charges. It is expected that most calls will require less than one (1) minute of operator time.

It is impossible to determine caller volume during this time period prior to implementing the system. Best information available indicates there could be as many as 15,000 calls or as few as several hundred calls per month during the snow free season and depending on the month and prevailing weather conditions at the time. It is also impossible to determine exact time of day or days of the week that call volume will be highest. However, past history has indicated daylight hours on weekends during pleasant spring and fall days generate the largest volume of calls.

Crusecom shall provide pricing on a per call basis. This cost shall cover all set-up fees, consulting, monthly fees, and call charges. DNR expectation is to complete a call within one (1) minute. Crusecom experience has shown that most call can be completed within 1:30 minutes including reading the restrictions to the caller.

We reserve the option with the State of Michigan to evaluate this requirement as we collect efficient data to effectively measure caller time. Also, with the call volume averaging at 400 calls per hour during peak season with 1 (T1) circuit we could have callers getting a busy signal. Our recommendation to avoid a busy signal will be to adapt our T1 lines to allow overflow to the provider. A message will play which will allow the caller to be placed on hold until a trunk line is available.

3.5.8 Ensuring Staffing Levels During Peak Times

Section 8.0 of this proposal details how we will meet this requirement.

We will determine the estimated live agent needs for Michigan at various times of the day, week or month. Should more coverage be necessary, Crusecom can add additional resources. To ensure that we assign sufficient number of CSR's to each shift, we carefully examine the most up-to-date call statistics to project our CSR needs. During the course of the project, our reporting and call forecasting capabilities will us to monitor call volumes and CSR performance to continually meet Michigan's expectation and service requirements.

3.5.9 Network-Based On-line Call Detail Reporting

Contractor will provide network-based On-line Call Detail Reporting (OCDR), Automatic Call Distribution (ACD) and reporting, Interactive Voice Response (IVR), and Computer Telephone Integration (CTI). The DNR will be permitted full access to the OCDR and ACD reporting system and all related reports. The contractor must mail, email, or fax such reports to the DNR at no cost to the DNR. The DNR staff must also be allowed to review them at the contractor's call center during normal business hours. The contractor will provide DNR with the ability to dial in to the ACD reporting system for the purpose of viewing the "real time" activity for the reservation program. The contractor's telephone answering and processing system must meet the following requirements. As a part of the bid, the bidder must explain and provide sample reports to indicate how these requirements will be met. All ACD reporting shall be based on the hours of operation of the burn permit center operators actually processing reservations.

1.302 REPORTS

a. Contractor shall provide on a monthly basis along with their detailed invoice, a report on the number of calls per county during normal office hours, the number of after hour calls, and the answering service charges per call.

b. The Contractor must be able to track and provide the following for each call on a monthly basis along with the invoice:



1. The number of times and the length of time the phone rang before being answered on specific dates and specific times.
2. The amount of time each caller was placed on hold on specific dates at specific times.
3. The length of incoming and outgoing calls and identification of each operator for each incoming and outgoing call.

Crusecom additional business unit includes a web design and development department. As part of the process, Crusecom design on-line secure areas that allow our clients to view reports online, and allow our clients access to our ACD system via a control panel login. We also email all weekly and monthly reports based on client's requirements as necessary to ensure communication with stake holders.

DNR will have access to the system to review additional reports, and view statistics of each operator, if desired. Below is an example of an online report provided to the State of Michigan – EBT project directors:

CDR Reports
Search Information for Date Range : 2006-05-22 to 2006-05-30

	Total CNT Calls	Total CSR Calls	Total Calls Answered	% of Calls Answered	Abandoned Calls	% of Abandoned Calls	Busy Calls	% of Calls Busy	Average Call Length	Average Speed to Answer	Average Speed to Abandon
<u>Client English</u>	416932	21563	17258	80.00%	4305	20.00%			00:01:40	00:1:52	00:1:05
<u>Client Spanish</u>		224	199	89.00%	25	11.00%			00:02:00	00:00:52	00:00:59
<u>Client Arabic</u>		80	65	80.00%	15	20.00%			00:01:50	00:00:29	00:00:31
<u>Retailers</u>		1548	1394	90.00%	154	10.00%			00:03:40	00:00:41	00:01:30
Total Calls	416932	23415	18916	81.00%	4499	19.00%					

Once we are able to gather the required information for the reports, Crusecom will build the online reports and have them approved by DNR before going live with the call center.

Additional example includes:



Call Distribution Reports:

Call Distribution :: Hour				
Date	Completed	Abandoned	Total Calls	Complete / Abandon / Volume
12am - 1am	98 calls	158 calls	256 calls	38% Complete, 62% Abandon, 5% Volume
1am - 2am	101 calls	67 calls	168 calls	60% Complete, 40% Abandon, 3% Volume
2am - 3am	46 calls	7 calls	53 calls	87% Complete, 13% Abandon, 1% Volume
3am - 4am	18 calls	7 calls	25 calls	72% Complete, 28% Abandon, 0% Volume
4am - 5am	23 calls	8 calls	31 calls	74% Complete, 26% Abandon, 1% Volume
5am - 6am	25 calls	2 calls	27 calls	93% Complete, 7% Abandon, 1% Volume
6am - 7am	64 calls	15 calls	79 calls	81% Complete, 19% Abandon, 2% Volume
7am - 8am	139 calls	55 calls	194 calls	72% Complete, 28% Abandon, 4% Volume
8am - 9am	291 calls	67 calls	358 calls	81% Complete, 19% Abandon, 7% Volume
9am - 10am	339 calls	81 calls	420 calls	81% Complete, 19% Abandon, 8% Volume
10am - 11am	362 calls	62 calls	424 calls	85% Complete, 15% Abandon, 8% Volume
11am - 12pm	369 calls	44 calls	413 calls	89% Complete, 11% Abandon, 8% Volume
12pm - 1pm	357 calls	60 calls	417 calls	86% Complete, 14% Abandon, 8% Volume
1pm - 2pm	330 calls	40 calls	370 calls	89% Complete, 11% Abandon, 7% Volume
2pm - 3pm	345 calls	35 calls	380 calls	91% Complete, 9% Abandon, 7% Volume
3pm - 4pm	300 calls	24 calls	324 calls	93% Complete, 7% Abandon, 6% Volume
4pm - 5pm	288 calls	21 calls	309 calls	93% Complete, 7% Abandon, 6% Volume
5pm - 6pm	193 calls	13 calls	206 calls	94% Complete, 6% Abandon, 4% Volume
6pm - 7pm	142 calls	29 calls	171 calls	83% Complete, 17% Abandon, 3% Volume
7pm - 8pm	135 calls	20 calls	155 calls	87% Complete, 13% Abandon, 3% Volume
8pm - 9pm	79 calls	18 calls	97 calls	81% Complete, 19% Abandon, 2% Volume
9pm - 10pm	96 calls	46 calls	142 calls	68% Complete, 32% Abandon, 3% Volume
10pm - 11pm	61 calls	23 calls	84 calls	73% Complete, 27% Abandon, 2% Volume
11pm - 12pm	44 calls	5 calls	49 calls	90% Complete, 10% Abandon, 1% Volume



Abandoned Call Report

Abandoned :: Summary			
Abandoned Call Count:	421 calls	Completed Call Count:	1012 calls
Abandoned Call Rate:	29.4%	Completed Call Rate:	70.6%
Abandonment Total Hold Time:	8.1 hours	Completion Total Hold Time:	52.6 hours
Abandonment Avg. Hold Time:	1.2 minutes	Completion Avg. Hold Time:	3.1 minutes

General Summary Report

General Summary	
Total Completed Calls:	1012 calls
Total Abandoned Calls:	426 calls
Total Hold Time For All Calls:	52.6 hours
Average Hold Time Per Call:	3.1 minutes

Agent Report

Agent Report						
Ext.	Agent's Name	Avg. Time?	Total Time?	Time %?	Completed %?	Completed
204	A, 4	3.9 minutes	3.1 hours	3%	3%	48 calls
203	A, 3	4.9 minutes	1.4 hours	1%	1%	17 calls
202	A, 2	3.8 minutes	4.1 hours	4%	4%	64 calls
201	A, 1	3.6 minutes	4.6 hours	5%	5%	77 calls
212	B, 2	3.7 minutes	6.4 hours	7%	7%	105 calls
214	B, 4	3.2 minutes	5.7 hours	6%	7%	107 calls
213	B, 3	3.3 minutes	4.0 hours	4%	5%	72 calls
211	B, 1	3.0 minutes	4.9 hours	5%	6%	99 calls
215	B, 5	3.2 minutes	4.7 hours	5%	6%	86 calls
216	B, 6	4.3 minutes	5.8 hours	6%	5%	80 calls
222	C, 2	5.5 minutes	4.5 hours	5%	3%	49 calls
221	C, 1	2.8 minutes	5.9 hours	6%	8%	125 calls
224	C, 4	2.7 minutes	4.8 hours	5%	7%	108 calls
223	C, 3	4.0 minutes	6.2 hours	7%	6%	93 calls
234	D, 4	3.9 minutes	3.6 hours	4%	4%	55 calls
233	D, 3	3.3 minutes	7.1 hours	8%	8%	130 calls
231	D, 1	3.3 minutes	6.1 hours	7%	7%	112 calls
232	D, 2	5.3 minutes	10.1 hours	11%	7%	115 calls
18 Total Agents		3.6 minutes	93.0 hours			1542 calls



Real Time Control Panel Report

Call Distribution :: Hour				
Date	Completed	Abandoned	Total Calls	Complete / Abandon / Volume
12am - 1am	98 calls	158 calls	256 calls	38% Complete, 62% Abandon, 5% Volume
1am - 2am	101 calls	67 calls	168 calls	60% Complete, 40% Abandon, 3% Volume
2am - 3am	46 calls	7 calls	53 calls	87% Complete, 13% Abandon, 1% Volume
3am - 4am	18 calls	7 calls	25 calls	72% Complete, 28% Abandon, 0% Volume
4am - 5am	23 calls	8 calls	31 calls	74% Complete, 26% Abandon, 1% Volume
5am - 6am	25 calls	2 calls	27 calls	93% Complete, 7% Abandon, 1% Volume
6am - 7am	64 calls	15 calls	79 calls	81% Complete, 19% Abandon, 2% Volume
7am - 8am	139 calls	55 calls	194 calls	72% Complete, 28% Abandon, 4% Volume
8am - 9am	291 calls	67 calls	358 calls	81% Complete, 19% Abandon, 7% Volume
9am - 10am	339 calls	81 calls	420 calls	81% Complete, 19% Abandon, 8% Volume
10am - 11am	362 calls	62 calls	424 calls	85% Complete, 15% Abandon, 8% Volume
11am - 12pm	369 calls	44 calls	413 calls	89% Complete, 11% Abandon, 8% Volume
12pm - 1pm	357 calls	60 calls	417 calls	86% Complete, 14% Abandon, 8% Volume
1pm - 2pm	330 calls	40 calls	370 calls	89% Complete, 11% Abandon, 7% Volume
2pm - 3pm	345 calls	35 calls	380 calls	91% Complete, 9% Abandon, 7% Volume
3pm - 4pm	300 calls	24 calls	324 calls	93% Complete, 7% Abandon, 6% Volume
4pm - 5pm	288 calls	21 calls	309 calls	93% Complete, 7% Abandon, 6% Volume
5pm - 6pm	193 calls	13 calls	206 calls	94% Complete, 6% Abandon, 4% Volume
6pm - 7pm	142 calls	29 calls	171 calls	83% Complete, 17% Abandon, 3% Volume
7pm - 8pm	135 calls	20 calls	155 calls	87% Complete, 13% Abandon, 3% Volume
8pm - 9pm	79 calls	18 calls	97 calls	81% Complete, 19% Abandon, 2% Volume
9pm - 10pm	96 calls	46 calls	142 calls	68% Complete, 32% Abandon, 3% Volume
10pm - 11pm	61 calls	23 calls	84 calls	73% Complete, 27% Abandon, 2% Volume
11pm - 12pm	44 calls	5 calls	49 calls	90% Complete, 10% Abandon, 1% Volume

3.5.10 Telephone Service Factor

The contractor will provide a telephone service factor of 80% average per week (Sunday through Saturday), or better: All calls will be answered within an average of 1 minute with a live agent. For callers awaiting the next available operator a system generated message indicating expected hold time and providing DNR-supplied information is preferable. No caller shall be told to hang up and call back later. All calls will be answered in the order received with an automated message that calculates and replies wait time, i.e. "Your estimated wait time will be XX minutes."



Section 8.0 provides detailed information on our process to ensure we meet this performance standard.

Crusecom ACD systems provide reporting capability that will measure call completion to abandon calls. Crusecom agrees that the telephone service factor must be equal to or greater than 80% and that the hold time per caller will be equal to or less than 1 minute as an average for all callers. A message will be provide to the caller on hold that tells them the number they are in queue with an estimated wait time.

3.5.11 Average Weekly Wait Time

Average weekly (Sunday through Saturday) wait time for a burn permit operator shall not exceed 1 minute. The goal is that no caller shall be in queue for more than 180 seconds without being connected to an operator who must process their permit information. MERELY speaking to a live person for a moment who does not actually finalize the caller's burn permit request does not meet this requirement.

Section 8.0 provides detailed information on our process to ensure we meet this performance standard.

Crusecom acknowledges that the wait time per caller should not exceed 180 seconds with the goal over time to be equal to or less than 60 seconds (1 minute). Merely speaking to an agent will not be acceptable, all callers will be processed when answered in order by the operators.

3.5.12 Average Call Time

All calls should be concluded within 5 minutes or less, including the amount of time that a caller is placed on hold. The DNR reserves the right to review the burn permit results of all calls. Special attention will be paid to those calls which exceed 5 minutes in length.

Crusecom acknowledges that all calls should be completed within an average of 5 minutes or less which includes the hold time. DNR has authorization to review all calls including any calls that exceeded the 5 minute time frame.

3.5.13 Goal of 0% Busy Out

The goal is to have 0% busy-outs. The contractor will work with the DNR to develop solutions to meet that goal.

Crusecom will work with the DNR to establish goals, objectives and milestones that can address 0% busy out.

3.5.14 Average Weekly Abandon Calls

Average weekly abandoned call rate shall not exceed 5%

Though it is impossible to prevent the caller from abandoning their call, Crusecom will make every effort to provide an efficient and productive process that will get the caller to and operator and process their request. We want the caller to have an enjoyable experience retrieving their burn permit. Crusecom acknowledges that the DNR goal is to keep abandon rate equal to or less than 5 percent.

3.5.15 Phone System Expansion

The Contractor's phone system will be capable of expansion or reduction in operator personnel and equipment, as demand changes due to call volume fluctuations.

Crusecom will deploy and utilize a phone system that can be expanded and grow based on demand. We have the capability to add phones to our systems as the demand for call volume increases, as well as remove phones from the queue.

3.5.16 After Hour Message

The Contractor will provide after-hours answering with appropriate recorded messages about fire prevention and burn permits, as approved by the DNR.

Crusecom will provide an after hour message to the caller as part of the service. Options will also be available to the DNR as defined and required to improve communication to the caller.



3.5.17 TDD Capability

In order to comply with the requirements as determined by the Americans with Disabilities Act (ADA), the contractor must provide a TDD capability at the call center such that an individual with a hearing impairment may fully utilize all contractor services provided to the public. This TDD capability must also utilize a toll-free number.

Crusecom TTY capability provides the same high-quality assistance to hearing-impaired callers as to all other callers. Incoming TTY calls are routed by the IVR to a CSR where we have experience TTY CSR's trained to answer burn-permit related calls.

3.5.18 Recording Calls

The Contractor shall tape record all incoming and outgoing calls and archive the taped information for 30 days.

The PBXtra ACD system allows our CSR to record their conversation with callers. The format of the files is WAV and can be stored for 20 days on our internal storage system..

3.5.19 Complaints

Contractor's operators shall direct the caller to contact one of the DNR offices to report a burn permit complaint. (Appendix A).

Crusecom will inform all callers that any complaints should be directed to their local DNR office.

3.5.20 Emergency Calls

Operators shall handle emergency DNR & county dispatch notification as follows: Have the caller contact the local emergency dispatch center by dialing 911 in case of an escaped fire or other hazardous situation.

All emergency calls will have the operator inform the caller to hang up and dial 911. It is also an option to put this on the incoming message so that the caller can immediately be informed.

3.5.21 Supplement to the Monthly Invoice

Contractor shall provide the following detailed information as a supplement to the monthly invoice:

- a. The number of calls per county*
- b. The number of after-hours calls, and*
- c. The answering service charges per call.*

Crusecom will provide an internal web-based report that will capture the number of calls per county, the number of after hour calls, and the answering service charges per call.



1.2 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

Contractor must provide a list identifying key personnel which will be assigned to this contract as well as a staffing table of other personnel that will be assigned to contract work that includes name of individual, title, and brief description of job function. Contractor will be required to assume responsibility for all contractual activities offered in this contract, whether or not that contractor performs them. Further, the State will consider the prime contractor the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, contractor must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. State reserves the right to approve subcontractors and to require the primary contractor to replace subcontractors found to be unacceptable. Contractor is totally responsible for adherence by the subcontractor to all provisions of the contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

Crusecom knows that our projects are only as successful as the personnel who staff them. With Michigan's Burn Permit needs in mind, we assembled a project team of highly competent directors, managers and support personnel dedicated to operating an exceptional Burn Permit Call Center project in the State of Michigan. Each staff member was selected based on experience, performance in positions of similar responsibilities, and subject area expertise. Not only does this team bring a profound depth of experience in all aspects of a call center – from fine tuning web applications to the needs of individual clients to managing large call centers – they have worked together on all of our most recent conversions and will apply the lessons learned from these recent transitions to ensure that the conversion is transparent to Michigan Burn Permit clients and participants

Our experience operating call center projects has shown us that appointing personnel with demonstrated qualifications is vital to operating a successful project. For this reason, there are no TBD's in our organization chart. Instead we have placed the name of a qualified staff member with directly relevant experience in each box. Our personnel draw on experience successfully performing more conversions than any other conversion team and are lead by one of Crusecom most accomplished project director, Art Cruse. Mr. Cruse currently oversees Michigan EBT Call Center operations from the conversion to the daily operations phase.

The organization chart, shown in Exhibit 4-1 features our proposed Burn Permit personnel divided by functional area. Crusecom designed a balanced organization and placed experience call center employees in each key position to ensure the delivery of uninterrupted services to Michigan Burn Permit callers.

Crusecom considers its employees to be our company's greatest asset; therefore, we have chosen only the best, most highly qualified people to staff the Michigan Burn Permit Call Center project. Crusecom staff members serve as the project management infrastructure, overseeing operations and quality assurance. Project Director Art Cruse acts as the point of contact for the State of Michigan and as final authority for Call Center Operations, but he is supported by control staff that help coordinate business-level activities for the project. The following table provides detail on each proposed key staff member's role, responsibility and qualifications.



CRUSECOM KEY PERSONNEL		
Name / Title	Responsibility	Qualifications
Art Cruse Project Director	<ul style="list-style-type: none"> Responsible for the day-to-day management of staff and services provided to the State, including conversion activities and ongoing operations. Represents Crusecom in day-to-day negotiations and resource allocations. Primary liaison with the State Project Manager 	<ul style="list-style-type: none"> 20 years of experience in working with state and local government Directing the transition of Michigan EBT call center from India to Michigan Directed the implementation of Telsource Call Center to Michigan
Jeremy Spencer Technical Manager	<ul style="list-style-type: none"> Responsible for the technical systems, software, PBX, ACD and operations necessary to support the Burn Permit Call Center Responsible for managing the software, engineering, documentation, scripts, technical writing and system certification 	<ul style="list-style-type: none"> Serves as technical project manager for the Michigan EBT call center & Telsource Call Center 10 years of call center related management experience More than 8 years of experience with telecommunication operations
Cindy Walker Call Center Manager	<ul style="list-style-type: none"> Responsible for managing the services and that all callers have access to all contracted services Manages a staff of 26+ employees 	<ul style="list-style-type: none"> More than 10 years of experience in customer service management Developed training program for Call Center projects Experience includes recruitment, training material development, training assistance, deployment and implementation of Call Centers.
Leesa Young Report Manager	<ul style="list-style-type: none"> Responsible for accounting and financing, call center reports and human resources. 	<ul style="list-style-type: none"> 15 years of accounting and financing experience 5 years application support and maintenance

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The person named below will be authorized to administer the contract on a day-to-day basis during the term of the contract. However, administration implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such contract. That authority is retained by Department of Management & Budget – Purchasing Operations.

Paul Kollmeyer
 Michigan Department of Natural Resources
 Cadillac Operations Service Center
 8015 Mackinaw Trail
 Cadillac, MI 49601
 Phone: 231-775-9727



1.203 OTHER ROLES AND RESPONSIBILITIES

1.3 Project Plan

1.301 PROJECT PLAN MANAGEMENT

The contractor will carry out this project under the direction and control of the Michigan Department of Natural Resources. The contractor will provide a project plan with their bid response. The plan should include the following:

- a. Contractor's organizational structure
- b. Contractor's staffing table with names and title of personnel assigned to the project. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State
- c. The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.

Although there will be continuous liaison with the contractor team, the DNR project manager will meet monthly as a minimum, with the contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the contractor in solving problems which arise.

The contractor will submit brief written monthly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the DNR project manager; and notification of any significant deviation from previously agreed upon work plans.

1.302 REPORTS

- a. Contractor shall provide on a monthly basis along with their detailed invoice, a report on the number of calls per county during normal office hours, the number of after hour calls, and the answering service charges per call.
- b. The Contractor must be able to track and provide the following for each call on a monthly basis along with the invoice:
 1. The number of times and the length of time the phone rang before being answered on specific dates and specific times.
 2. The amount of time each caller was placed on hold on specific dates at specific times.
 3. The length of incoming and outgoing calls and identification of each operator for each incoming and outgoing call.

1.4 Project Management

1.401 ISSUE MANAGEMENT

The primary issues with this project involve the development and implementation of the internet web site and the telephone answering service. They are symbiotic and must be delivered simultaneously. This is a new process that the public is unaccustomed to using. We expect burn permit users to eventually become comfortable with the system which will speed up the call times. Callers may have complaints about the system and the contractor will forward complaints to the DNR contacts listed in Appendix A. Contractor should include with their bid response a risk management process for managing this project. The process should include a definition of issue escalation to include whether escalation will be based on age, severity, budget impact, etc. and where the escalation levels are.

Throughout the project there are issues that must be identified, tracked and resolved. Like our overall approach to project management, our procedures for issue tracking and resolution are proactive. Once an issue is identified, we provide feedback and updates on a regular basis to keep the State well abreast of our progress.



Crusecom maintains an escalation process that clearly identifies the responsible party for resolution of each issue type. Crusecom management knows that the key to successful issue resolution is early identification, before issues develop into larger problems. Our escalation proves matches a particular issue with the appropriate subject matter expert for the most efficient resolution.

No matter who identifies an issue, the Crusecom project director immediately notifies the appropriate manager for resolution of that issue. The Crusecom project director also notifies the State project manager within 24-hours of identification to describe the issue, its resolution, and report on anticipated completion. The Crusecom project director logs and monitors the issue and person responsible until resolution.

Crusecom maintains control over project activities through two very important management tools – the Project Work Plan (during the design, development and transition phases) and our agreed performance standards (during the operations phase).

Performance standards are an ideal tool for managing project operation. Measuring operational performance against prescribed standards not only ensures the completeness and integrity of the work to be done, but it also provides a way to effectively communicate and demonstrate that the required work is being done well. Crusecom management uses performance measurements throughout all operations across core businesses, whether contractually required or not. In is engrained in our operations culture.

1.402 RISK MANAGEMENT

The major risks facing this project is the ability to have a call center in place that can handle a tremendous shift in call volume from month to month, day to day, and hour to hour.

Another risk is a system failure affecting either the phone system or data collection portions of the project. The contractor must also have the ability to enter caller information into a separate data collection spread sheet as a backup for a web based system failure. Information would be logged and saved in a file. This file would be sent electronically daily at the close of business to identified DNR contacts whenever a web based failure occurs. Contractor should identify the risk management process to be utilized for this project, including responsible parties, phone numbers, email addresses if relevant, and processes.

Crusecom devotes significant attention during the planning stages to development and refinement of procedures to identify, monitor, and mitigate risk in each project phase. The purpose of these risk procedures is to implement an avoidance strategy that minimizes risk in all service areas. Our risk procedures are effective because they are not theoretical, but experienced-based, with concrete processes for identifying and managing project performance areas prone to risk. Below is a brief discussion on how we mitigate risk in various project services.

Crusecom has formulated a three-pronged risk management strategy to accommodate all types of events within the project. These include:

2. **Mitigation Strategies** – These are the most common methods of addressing risk. They involve accepting risk, but minimizing its impact. An example of risk mitigation includes our methodology for PBX/ACD conversions. An example:

Converting the client to a live PBX requires that the design, process flow of the calls are documented, voice responses are approved and accurate.

3. **Avoidance Strategies** – It makes sense in many instances to simply avoid potential risk.
4. **Elimination Strategies** – Crusecom actually eliminates risk in certain activities through proven process or technology. We are a very successful web development and consulting firm.

The project schedule is monitored by the project director and technical manager to avoid slippage in planned time frames. Critical path items, milestones and control checkpoints are scrutinized closely to ensure the project's schedule, quality, and scope meet all State requirements. Our project director conducts internal meetings to review the progress of the tasks and provides assistance, or assigns additional resources where needed to avoid slippage in schedule.



Burn Permit Issuance Database Field Formats

Field Name	Field Format	Field Size
Time Stamp	Date/Time (hh:nnam/pm ddd mmm dd", " yyyy)	50
Permittee Name	Text	80
Permittee Address	Text	80
City/State	Text	50
Phone Number	Text	50
Material Burned	Text	80
Burn Location	Text	80
City	Text	50
County	Text	50
Township	Text	50
Section #, if known - optional	Text	80

1.403 CHANGE MANGEMENT

In the case of any change desired or requested by either DNR or the contractor, the contractor will prepare and submit to DNR 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 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 Office of Acquisition Services, risk non-payment for the out-of-scope/pricing products and/or services.**

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 contract.

Receipt of reports required under Section 1.302, as well as the continuous liaison and monthly meetings between contractor's team and the DNR project manager. The information provided in the brief written monthly summaries of progress that outline work accomplished, problems – real or anticipated that need to be brought to DNR's attention, and notification of any significant deviation from previously agreed upon work plan.

The deliverables noted above will be reviewed and accepted by the following DNR project manager:

Paul Kollmeyer
 Michigan Department of Natural Resources
 Cadillac Operations Service Center
 8015 Mackinaw Trail
 Cadillac, MI 49601
 Phone: 231.775.9727

1.502 FINAL ACCEPTANCE –

Upon receipt and acceptance of the deliverables defined in Sections 1.104 and 1.302, DNR will make final payment.



1.6 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

Prices quoted will be made in accordance with the Pricing Page (Article 1, Attachment A). Pricing is a firm fixed unit price and will be the maximum for each fire season; estimated April 1 – December 1. No price changes will be allowed during this time period. Invoices will be received no later than the 15th of the following month and will reflect actual work done. Specific details of invoices and payments will be agreed upon between DNR project manager and contractor as indicated in Section 1.302.

1.7 Additional Terms and Conditions Specific to this SOW

1.701 ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO THIS SOW

See Appendices A, B, C, and D which are examples of requirements/information to be provided to callers in fulfillment of this contract.:

Appendix A	DNR Contact Information
Appendix B	Pre-recorded Introductory Message
Appendix C	Web-based Burn Permit Management System
Appendix D	Web-based Burn Permit Confirmation



Article 1, Attachment A
Pricing

Item No.	Description of Service	Unit Cost
1.	Price Charged Per Month – During Burn Permit Season (April 1 to December 1) for providing answering services Price Charged Per Month – During Off-Season (December 1 – April 1) for providing pre-recorded message and limited answering services.	\$__1000__ /Month \$__400__ /Month
2.	Message/Burn Permit Issuance Call Charges Charge per call when permits are not required – Pre-Recorded Message Only (Estimate 15,000 calls per year) Charge per call when permits are not required – Pre-Recorded Message Only -- and caller requests operator assistance. (Estimate 5,000 calls per year) Charge Per Call when Permits Are Being Issued – Pre-Recorded Message, Permit Issuance, and Internet Database Entry (Estimate 100,000 calls per year)	\$___.15__ /Call \$__1.08__ /Call \$__1.02__ /Call
3.	Out-Dial Charge Charge per Call Placed by The Operator to Contact DNR for Information, Relay Complaints, Dispatch Information	\$__1.08__ /Call
	Call Volume Estimated at 120,000 calls per Year	
	Implementation Fee	\$18,000.00



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.**

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 the Department of Natural Resources – Forest, Mineral, and Fire Management Division (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 Purchasing Operations for this Contract is:

Jim Wilson
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Wilsonj4@michigan.gov
517-241-1916

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 DNR, 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:

Paul Kollmeyer
Department of Natural Resources
Cadillac Operation Service Center
8015 Mackinaw Trail
Cadillac, MI 49601
Email: kollmep@michigan.gov
Phone: 231-775-9727

2.016 Project Manager

The following individual will oversee the project:

Paul Kollmeyer
Department of Natural Resources
Cadillac Operation Service Center
8015 Mackinaw Trail
Cadillac, MI 49601
Email: kollmep@michigan.gov
Phone: 231-775-9727



2.020 Contract Objectives/Scope/Background

2.021 Background -RESERVED

2.022 Purpose-RESERVED

2.023 Objectives and Scope-RESERVED

2.024 Interpretation

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

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 two (2) years commencing on the date that the last signature required to make the Contract enforceable is obtained. All outstanding Purchase Orders shall also expire upon the termination (cancellation for any of the reasons listed in 2.210) of the Contract, unless otherwise extended pursuant to the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.033 Renewal(s)

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

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 thirty (30) days of shadowing unless parties agree to a different time period. The Contractor with the State shall review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its rights under **Section 2.210**.
- (v) It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.210**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount shall be \$25,000.00 per individual provided Contractor identifies a replacement approved by the State pursuant to **Section 2.041** and assigns the replacement to the Project to shadow the Key Personnel s/he is replacing for a period of at least thirty (30) days prior to such Key Personnel's removal. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least thirty (30) days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor shall pay the amount of \$833.33 per day for each day of the thirty (30) day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide thirty (30) days of shadowing shall not exceed \$50,000.00 per individual.

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

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

2.052 PM Methodology Standards

The State has adopted a standard documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. See the State's PMM website at <http://www.michigan.gov/projectmanagement>. The Contractor shall use the State's PPM to manage this Contract. If the Contractor requires training on the PMM, those costs shall be the responsibility of the Contractor, unless otherwise stated.

2.053 Adherence to Portal Technology Tools

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

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

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

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

**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 thirty (30) days, or if the Contractor becomes insolvent, be adjudicated bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver shall be appointed due to its insolvency, and Contractor and/or its affiliates are unable to provide reasonable assurances that Contractor and/or its affiliates can deliver the services provided herein, the State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option,



may take possession of the "Work in Process" and finish such Works in Process by whatever appropriate method the State may deem expedient. Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

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

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) -- RESERVED

2.080 Delivery and Acceptance of Deliverables

2.081 Delivery Responsibilities -- RESERVED

2.082 Delivery of Deliverables

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

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

2.086 Process for Approval of Services

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



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 thirty (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 thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

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** 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 forty-five (45) days after receipt, provided the State determines that the invoice was properly rendered.

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

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

(c) Out-of-Pocket Expenses

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

(d) Pro-ration

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

(e) Antitrust Assignment

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

(f) Final Payment

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

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 -- RESERVED

2.095 Electronic Payment Availability

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

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

- (i) separately address Contractor's performance in each area of the Services;
- (ii) for each area of the Services, assess the degree to which Contractor has attained or failed to attain the pertinent objectives in that area, including on-time completion and delivery of Deliverables;
- (iii) explain the reasons for any failure to achieve on-time completion and delivery of Deliverables and include a plan for corrective action where appropriate;
- (iv) describe any circumstances that Contractor anticipates will impair or prevent on-time completion and delivery of Deliverables in upcoming reporting periods;
- (v) include plans for corrective action or risk mitigation where appropriate and describe the status of ongoing problem resolution efforts;
- (vi) provide reports setting forth a comparison of actual hours spent by Contractor (including its augmented personnel and Subcontractors) in performing the Project versus hours budgeted by Contractor.
- (vii) set forth a record of the material personnel changes that pertain to the Services and describe planned changes during the upcoming month that may affect the Services.
- (viii) include such documentation and other information may be mutually agreed to verify compliance with, and meeting the objectives of, this Contract.
- (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 thirty (30) days after the Effective Date, the parties shall determine an appropriate set of meetings to be held between representatives of the State and Contractor. Contractor shall prepare and circulate an agenda sufficiently in advance of each such meeting to give participants an opportunity to prepare for the meeting. Contractor shall incorporate into such agenda items that the State desires to discuss. At the State's request, Contractor shall prepare and circulate minutes promptly after a meeting.

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, Office of Acquisition Services.

(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 -RESERVED

2.110 Records and Inspections

2.111 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 forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.

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

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

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

Ownership of Work Product by State. All Deliverables shall be owned by the State and shall be considered works made for hire by the Contractor for the State. The State shall own all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.



Vesting of Rights. With the sole exception of any preexisting licensed works identified in **Exhibit J**, the Contractor shall assign, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any such Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon State's request, the Contractor and/or its personnel shall confirm such assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State shall have the right to obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

2.162 Source Code Escrow -- RESERVED

2.163 Rights in Data

(a) The State will be and remain the owner of all data made available by the State to Contractor or its agents, Subcontractors or representatives pursuant to the Contract. Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of Contractor, nor will any employee of Contractor other than those on a strictly need to know basis have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, Contractor shall only use personally identifiable information as strictly necessary to provide the Services and shall disclose such information only to its employees who have a strict need to know such information. Contractor shall comply at all times with all laws and regulations applicable to such personally identifiable information.

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

2.164 Ownership of Materials

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

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 its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.
- (m) All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, 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.
- (n) 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 Acquisition Services, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Acquisition Services, 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 the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

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 \$200,000. 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 thirty (30) days), or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of termination to Contractor, terminate this Contract in whole or in part, for cause, as of the date specified in the notice of termination.

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

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

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

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 thirty (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 thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff).

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

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

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 ninety (90) days. These efforts shall include, but are not limited to, the following:

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

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

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

(e) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates specified by **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 thirty (30) days), then Contractor may terminate this Contract, in whole or in part based on Statement of Work for cause, as of the date specified in the notice of termination; provided, however, that Contractor must discharge its obligations under **Section 2.250** before any such termination.

2.230 Stop Work

2.231 Stop Work Orders

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

2.232 Cancellation or Expiration of Stop Work Order

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

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 Reserved

2.250 Dispute Resolution

2.251 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work shall be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor shall submit a letter executed by Contractor's Contract Administrator or his designee certifying that (a) the claim is made in good faith,



(b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the supporting data provided with such an affidavit are current and complete to Contractor's best knowledge and belief.

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 Acquisition Services, DMB, or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:

- (i) The representatives of Contractor and the State shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.
- (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (iv) Following the completion of this process within sixty (60) calendar days, the Director of Purchasing Operations, DMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within thirty (30) calendar days. The opinion regarding the dispute shall be considered the State's final action and the exhaustion of administrative remedies.

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

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

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 thirty (30) days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as such. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

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

- (i) the ability of Contractor (or a Subcontractor hereunder) to continue to perform this Contract in accordance with its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor hereunder) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in such Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that:
 - (A) Contractor and/or its Subcontractors hereunder will be able to continue to perform this Contract and any Statements of Work in accordance with its terms and conditions, and
 - (B) Contractor and/or its Subcontractors hereunder have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in such Proceeding.



- (c) Contractor shall make the following notifications in writing:
- (1) Within thirty (30) days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor shall notify the Office of Acquisition Services.
 - (2) Contractor shall also notify the Office of Acquisition Services within thirty (30) days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - (3) Contractor shall also notify Acquisition Services within thirty (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

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, such construction materials as paint thinners, solvents, gasoline, oil, etc., and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials such as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act. This Contract does not cover the handling, removal, or disposal of all Hazardous Materials.

(a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor's Work. Prior to the commencement of Work, the State shall advise Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of such Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, give written notice to the State of the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.



(c) Once the Hazardous Material has been removed or rendered harmless by the State, the affected Work shall be resumed as directed in writing by the State. Any determination by the Michigan Department of Community Health and/or the Michigan Department of Environmental Quality (whichever is applicable) that the Hazardous Material has either been removed or rendered harmless shall be binding upon the State and Contractor for the purposes of resuming the Work. If any such incident with Hazardous Material 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 as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material in accordance with Applicable Laws to the condition approved by applicable regulatory agency(ies). If the Contractor fails to take appropriate action pursuant to Applicable Laws and consistent with the State requirements, then the State may take appropriate action.

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:

State of Michigan
Purchasing Operations
Attention: Jim Wilson
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor(s):

Crusecom Technology Consultants, LLC
Attention: Art Cruse
4238 California Street
Oscoda, MI 48750

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

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

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 -- RESERVED**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- RESERVED

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 -RESERVED



**DNR Contact Information
Burn Permit Complaints**

Marquette Warehouse/ICC	906-249-1497	Duty Officer
Roscommon ICC	800-968-3473	Duty Officer
Cadillac OSC	231-775-9727	Kollmeyer/Cross
State Wide Duty Officer Pager	517-232-0000	Johnson/Kollmeyer/Cross

Forest, Mineral and Fire Management Offices

UPPER PENINSULA

MARQUETTE OPERATIONS SERVICE CENTER
1990 US-41 South, Marquette MI 49855
(906) 228-6561

BARAGA OPERATIONS SERVICE CENTER
427 US-41 North, Baraga MI 49908
(906) 353-6651

NEWBERRY OPERATIONS SERVICE CENTER
5100 State Hwy M-123, Newberry MI 49868-8117
(906) 293-5131

BARAGA MANAGEMENT UNIT
427 US-41 North, Baraga MI 49908
(906) 353-6651

Baraga, Gogebic, Houghton, Keweenaw, and Ontonagon Counties.

Twin Lakes Field Office
6204E Poyhonen, Toivola MI 49965
(906) 288-3058

CRYSTAL FALLS MANAGEMENT UNIT
1420 US-2 West, Crystal Falls MI 49920
(906) 875-6622

Iron and Dickinson counties.

Norway Field Office
500 Murray Rd, US-2 West, PO Box 126, Norway MI 49870
(906) 563-9042

Felch Field Office



PO Box 188, Felch MI 49831
(906) 246-3245

ESCANABA MANAGEMENT UNIT
6833 Hwy 2, 41 & M-35, Gladstone MI 49837
(906) 786-2354

Menominee County and the West part of Delta County.

Stephenson Field Office
West 5420 River Rd, Stephenson MI 49887
(906) 753-6317

GWINN MANAGEMENT UNIT
410 West M-35, Gwinn MI 49841
(906) 346-9201

Marquette and western Alger Counties.

Ishpeming Field Office
1985 US 41 Hwy West, Ishpeming MI 49849
(906) 485-1031

NEWBERRY MANAGEMENT UNIT
Box 428, Newberry MI 49868
(906) 293-3293

Luce County and western Chippewa County.

SAULT STE MARIE MANAGEMENT UNIT
Box 798, 2001 Ashmun, Sault Ste Marie MI 49783
(906) 635-5281

Chippewa and Mackinac counties

Naubinway Field Office
PO Box 287, US 2, Naubinway MI 49762
(906) 477-6048

Detour Field Office
PO Box 92, M-134, Detour MI 49725
(906) 297-2581

SHINGLETON MANAGEMENT UNIT



M-28 West, PO Box 67, Shingleton MI 49884
(906) 452-6227

Alger, Delta and Schoolcraft Counties.

Seney Field Office
Corner of M-77 & M-28, PO Box 72, Seney MI 49883
(906) 499-3346

Wyman Nursery
480N Intake Park Rd, Manistique MI 49854
(906) 341-8463

NORTHERN LOWER PENINSULA

GAYLORD OPERATIONS SERVICE CENTER
1732 West M-32, Gaylord MI 49735
(989) 732-3541

CADILLAC OPERATIONS SERVICE CENTER
8015 Mackinaw Trail, Cadillac MI 49601
(231) 775-9727

ROSCOMMON OPERATIONS SERVICE CENTER
8717 N Roscommon Rd, Roscommon MI 48653
(989) 275-5151

ATLANTA MANAGEMENT UNIT
13501 M-33, Atlanta MI 49709
(989) 785-4251

Cheboygan (east of Black River), Presque Isle, Alpena, and Montmorency Counties.

Alpena Field Office
4343 M-32 West, Alpena MI 49707
(989) 354-7822

Onaway Field Office
2312 North M-211 Rd, Onaway MI 49765
(989) 733-8774

GAYLORD MANAGEMENT UNIT
1732 West M-32, Gaylord MI 49735



(989) 732-3541

Cheboygan (SW of Black River), Antrim, Charlevoix, Emmet, and Otsego Counties.

Bellaire Field Office
701 E Cayuga St., PO Box 278, Bellaire MI 49615
(231) 533-8341

Indian River Field Office
PO Box 10, 6984 Wilson, Indian River MI 49749
(231) 238-9314

Pellston Field Office
304 Stimson, Box 126, Pellston MI 49769
(231) 539-8564

Cadillac Management Unit
*Mason, Oceana, Newaygo and Mecosta .
Missaukee, Osceola, Lake, and Wexford Counties.*

Baldwin Field Office
2468 W 24th St, Baldwin MI 49304
(231) 745-4651

Manton Field Office
521 N. Michigan, Manton MI 49663
(231) 824-3591

Ewart Field Office
951 W 7th St, Ewart MI 49631
(231) 734-5840

Oceana Field Office
1757 E Hayes Rd, M-20, Shelby MI 49455
(231) 861-5636

TRAVERSE CITY MANAGEMENT UNIT
970 Emerson, Traverse City MI 49686
(231) 922-5280

Benzie, Grand Traverse, Kalkaska, Leelanau, and Manistee Counties.

Kalkaska Field Office
2089 N. Birch St, Kalkaska MI 49646
(231) 258-2711



Platte River Field Office
15210 US 31 Hwy, Beulah MI 49617
(231) 325-4611

GLADWIN MANAGEMENT UNIT
801 N Silverleaf, Gladwin MI 48624
(989) 426-9205

Clare, Isabella, Gladwin, Midland, Arenac part of Iosco and Bay.

Harrison Field Office
2115 Sullivan Dr, Harrison MI 48625
(989) 539-6411

Standish Field Office
527 N M76, Box 447, Standish MI 48658
(989) 846-4104

Sanford Field Office
118 W Saginaw, Sanford MI 48657
(989) 687-7771

GRAYLING MANAGEMENT UNIT
1955 N I-75 BL, Grayling MI 49738
(989) 348-6371

Crawford, Oscoda, Alcona, and the north half of Iosco Counties.

Lincoln Field Office
408 Main St, PO Box 122, Lincoln MI 48742
(989) 736-8336

Mio Field Office
191 S Mt Tom Rd., Mio MI 48647
(989) 826-3211

ROSCOMMON MANAGEMENT UNIT
Box 218, Roscommon MI 48653
(989) 275-4622

Roscommon and Ogemaw Counties.

Houghton Lake Field Office
180 S Harrison Rd, Houghton Lake MI 48629
(989) 422-2897



West Branch Field Office
410 Fairview Rd., West Branch MI 48661
(989) 345-0472

**PRE-RECORDED INTRODUCTORY MESSAGE**

Thank you for calling the DNR Burn Permit Line. Permits are also available on line from WWW. XXXXXX .com

Please Pay close attention to the following instructions.

Burn permits are issued only for limbs, brush, stumps, needles, leaves, and grass.

Keep your fire small enough to control with garden tools and a hose.

Do not burn if winds are gusty.

An adult must be in constant charge of the fire until it is completely out.

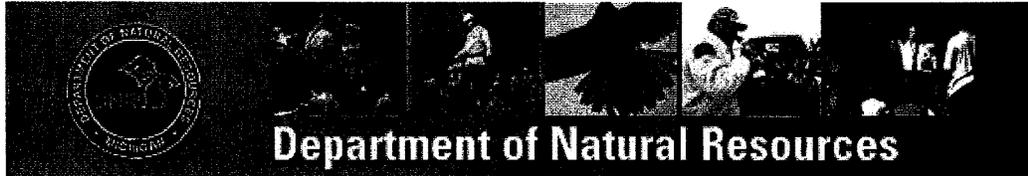
If the fire escapes your control, call 911 immediately

Air quality laws prohibit the burning of demolition debris, construction material and automotive parts. No permits can be issued within 1400 feet of an incorporated city or village.

Any person allowing a fire to escape control is liable for suppression costs and any damages.

Please be prepared with the following information: Your Name, Address, Phone Number and the material being burned.

Also know the site of your burn by County, and Township name, plus the location distinguished by either a street address, nearest road intersection or the properties legal description.



County Name:

Township Name:

Burning Location:

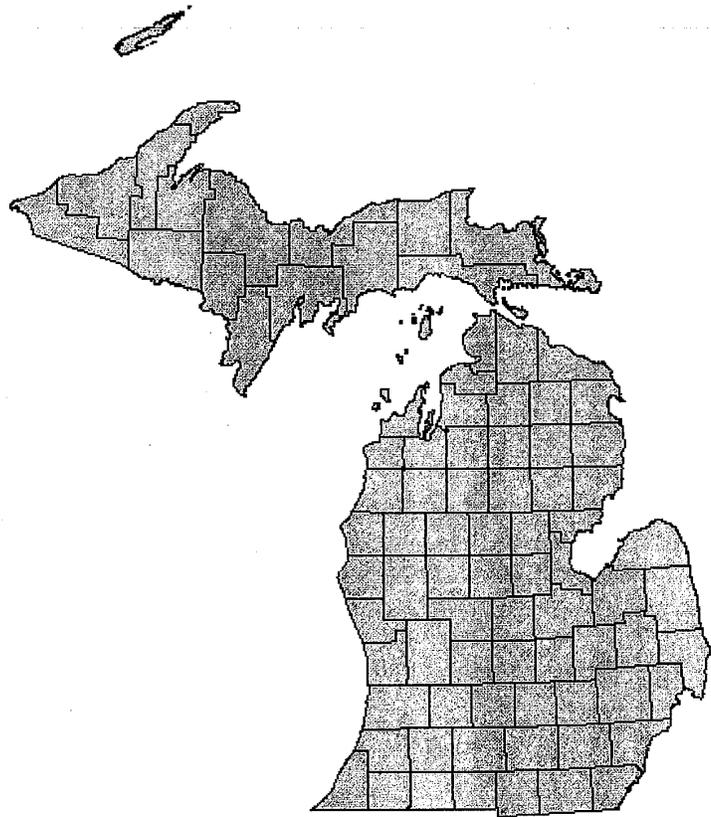
First Name: *

Last Name: *

Your Address: *

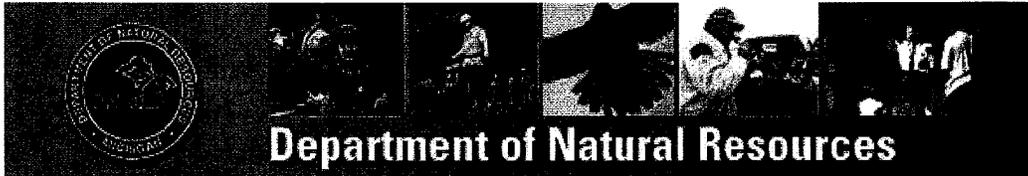
Your Phone #: *

Material Type:



Please Check If You Are Applying For a Permit under the Following Circumstances :

- 1. You are clearing land for commercial purposes.
- 2. You are registering a blanket burn permit.



Confirmation of Burn Permit

Thanks for you applied burn permit from this Web service.

Your Burn Permit request has been issued, the permit number is :

