

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT & REAL ESTATE SERVICES ADMINISTRATION
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 21, 2011

CHANGE NOTICE NO. 6
TO
CONTRACT NO. 071B7200335
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (517) 482-4161	
Michigan Council on Crime and Delinquency 1115 S. Pennsylvania, Suite 201 Lansing, MI 48912		Elizabeth Arnovits	
		BUYER/CA (517) 373-6327	
barnovits@miccd.org		Mary Ostrowski	
Contract Compliance Inspector: James Yarborough (517) 335-3638			
Capacity Building for Michigan Prisoner Re-Entry Initiative (MPRI) - Department of Corrections			
CONTRACT PERIOD:		From: September 24, 2007	To: September 23, 2012
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 March 1, 2011, the deliverables of this Contract are hereby reduced to only B(9) Youthful Offender Reentry, and B(11) AmeriCorps Inner-City Neighborhoods Project (see attached). All other Contract deliverables are no longer required.

Funding for B(9) Youthful Offender Re-entry is \$32,834.00, and funding for B(11) AmeriCorps Inner-City Neighborhoods Project is \$225,000.00.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request, vendor concurrence, and DTMB/Purchasing Operations' approval.

ESTIMATED CONTRACT VALUE REMAINS: \$3,157,570.00

Change Notice #6 to Contract #071B7200335

Article 1 - Attachment A

Change Notice # 6 reduces contract deliverables to B(9) and B(11) only; All other Contract deliverables listed below are no longer required)

Deliverables, Activities and Budget for the MCCD Contract
October 1, 2010 to September 30, 2011

Deliverables/Activities	Budget
<p>Deliverable A: Public Education and Outreach <i>Build community and constituent knowledge of and support for the MPRI and create the political will to fund and support the Initiative. Build capacity of statewide and local partners to conduct effective public education and outreach.</i></p>	\$120,000
<p>A (1) E-Newsletter</p> <ul style="list-style-type: none"> • Develop, write, and disseminate MPRI electronic newsletters to report on the progress of the Initiative and provide updates and information on upcoming events. • Maintain distribution list of MPRI partners and stakeholders. • Distribute bi-monthly. to report on the progress of the Initiative and provide updates and information on upcoming events. 	
<p>A (2) MPRI Website</p> <ul style="list-style-type: none"> • Host and maintain the MPRI website as a clearinghouse of information about MPRI. 	
<p>A (3) Communications Materials</p> <ul style="list-style-type: none"> • Research, write and design polished public outreach and education tools, including an up-to-date MPRI Progress Report, for use by the MDOC and its statewide and local partners. 	
<p>A (4) Public Education and Outreach Forums</p> <ul style="list-style-type: none"> • Coordinate planning of stakeholder forums to communicate implementation progress and gather feedback to inform strategic planning. 	
<p>A (5) Consultation for Community Outreach</p> <ul style="list-style-type: none"> • Provide technical assistance to MDOC and local partners for media outreach. • Draft media responses (e.g. letters to the editor) for MDOC and local partners. • Facilitate communication between MDOC and local sites concerning media outreach and response activities. • Assist with planning and implementation of local public education and outreach activities. 	

<p>A (6) Surveys</p> <ul style="list-style-type: none"> • Design surveys and collect, analyze and report data in order to improve responsiveness of capacity building activities and inform MDOC planning. 	
<p>A (7) Focus Groups</p> <ul style="list-style-type: none"> • Design, coordinate and facilitate focus groups and report participant feedback as a means of providing MDOC and its partners more detailed information about the nature and nuances of stakeholder perceptions of specific issues and concepts. 	
<p>Deliverable B: Technical Assistance <i>Organize, coordinate and deliver training and consultation and create materials and resources aimed at implementing and sustaining the MPRI Model, with focus on best practices, evidence-based practices and continuous quality management.</i></p>	\$725,085
<p>B (1) Stakeholder Training</p> <ul style="list-style-type: none"> • Identify community training needs. • Coordinate pre-meeting planning with MPRI partners to determine date, topic, target audience, presenter(s) and agenda. • Work with presenter(s) to develop meeting materials. • When appropriate, procure services of expert presenters, coordinate subcontractor activities, review deliverables and report outcomes. • Manage training logistics (invitations, attendance, meeting facilities, food, etc.). • Document meetings using MDOC-approved format (e.g. Taking Action Briefs). 	
<p>B (2) Technical Assistance to Sites</p> <ul style="list-style-type: none"> • Provide on-site technical assistance regarding special projects, local problems and issues, collaboration and outreach. • Act as point of communication between local sites and statewide partners. • Respond daily to requests from Coordinators, Co-Chairs and members of local teams for information and assistance. • Develop strategies for addressing identified technical assistance needs. • Develop and support multi-site projects. 	
<p>B (3) MPRI Learning Site</p> <ul style="list-style-type: none"> • Provide on-site coaching and other staff development support for Learning Site staff. • Participate on Learning Site Evaluation Advisory Team. 	

<p>B (4) Project Management System</p> <ul style="list-style-type: none"> • Implement tracking and reporting system to support UTS project management. • Report progress to MPRI UTS group. • Provide technical assistance to MDOC staff to embed UTS Project Management system within the department. 	
<p>B (5) PCB: Evidence-based decision-making</p> <ul style="list-style-type: none"> • Provide training to PCB members on topics such as evidence-based practices in reentry and sex offender management. • Provide training, technical assistance and consultation to assess PCB practice and support PCB initiatives to align practice with reentry model. 	
<p>B (6) Collaborative Case Management</p> <ul style="list-style-type: none"> • Provide on-site technical assistance to the Training Division and other MDOC staff involved in the development of the case management manuals and accompanying coaching kits to finalize a strategic plan for implementation of the coaching materials. • Participate in train-the-trainer events on the coaching materials. • Provide follow-up consultation, including observation of MDOC-delivered training and delivery of feedback to enhance quality and sustainability of implementation. 	
<p>B (7) Gender Responsivity</p> <ul style="list-style-type: none"> • Provide technical assistance to Women’s Transition from Prison to Community work group. 	
<p>B (8) Sex Offender Management</p> <ul style="list-style-type: none"> • Participate on MDOC Sex Offender Programming workgroup and subcommittees. • Provide technical assistance and expert consultation to SOP Workgroup. • Develop and deliver sex offender management training to MDOC staff and community partners. 	
<p>B (9) Youthful Offender Reentry</p> <ul style="list-style-type: none"> • Work with DHS and community partners to assess the capacity building needs for MYRI. • Implement evaluation of MYRI, report on outcomes and conduct all activities authorized within the existing Interagency Agreement between the Michigan State Departments of Human Services and Corrections. 	

<p>B (10) Healing Communities</p> <ul style="list-style-type: none">• Support and document locally-managed implementation of the HC model in one site to guide future implementation and sustainability in other sites using Comprehensive Plans and other local funding.	
<p>B (11) AmeriCorps Inner-City Neighborhoods Project</p> <ul style="list-style-type: none">• Services provided are part of Federal Grant #MACF-11-33309 which includes match money provided by the MDOC.• Establish and manage model multi-faceted public safety and national service project launched in 5 inner-city neighborhoods.• Coordinate activities with Coordinators and Steering Teams in Grand Rapids, Saginaw, Benton Harbor and Detroit.• Provide all staff and administrative support.• Hire and supervise 16 AmeriCorps full-time members to work with returning prisoners.• Connect former prisoners to sustainable “green” jobs in the construction industry’ through transitional employment.• Enroll former prisoners in AmeriCorps, engage them in unpaid service projects and pro-social activities.• Coordinate law enforcement participation.• Coordinate public education and outreach build community support for the project components.	

<p>Deliverable C: Consultation/Strategic Planning <i>Provide consultation, coordination and facilitation of strategic planning activities in order to ensure that work to build capacity in the local sites, MDOC and other state departments is consistent with mission, vision and evolving strategies of the MPRI.</i></p>	<p>\$96,000</p>
<p>C (1) Director’s Meetings</p> <ul style="list-style-type: none"> • Meet bi-weekly with Director to provide consultation on MPRI implementation. 	
<p>C (2) Partners Meetings</p> <ul style="list-style-type: none"> • Coordinate agenda and record outcomes of bi-weekly meetings of MPRI partner organizations – MDOC, MCCD and PPA. 	
<p>C (3) UTS</p> <ul style="list-style-type: none"> • Support MDOC Director and Executive Bureau with planning, coordination and documentation of UTS meetings. 	
<p>C (4) Resource Team</p> <ul style="list-style-type: none"> • Participate on the Resource Team to provide perspective of statewide and local partners. 	
<p>Deliverable D: Transition Training and Knowledge Transfer <i>Report annually on the progress of the capacity building activities described above.</i></p>	<p>\$4,000</p>
<p>Total October 1, 2010 to September 30, 2011</p>	<p>\$945,085.00</p>

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET November 17, 2010
PROCUREMENT & REAL ESTATE SERVICES ADMINISTRATION
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B7200335
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (517) 482-4161	
Michigan Council on Crime and Delinquency 1115 S. Pennsylvania, Suite 201 Lansing, MI 48912 barnovits@miccd.org		Elizabeth Arnovits	
		BUYER/CA (517) 373-6327 Mary Ostrowski	
Contract Compliance Inspector: James Yarborough (517) 335-3638			
Capacity Building for Michigan Prisoner Re-Entry Initiative (MPRI) - Department of Corrections			
CONTRACT PERIOD:		From: September 24, 2007	To: September 23, 2012
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 INCREASED by \$945,085.00. Please note that the buyer is changed to Mary Ostrowski.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request, Ad Board approval on 11/16/10, and DTMB/Procurement & Real Estate Services Administration approval.

INCREASE: \$945,085.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$3,157,570.00

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

June 7, 2010

CHANGE NOTICE NO. 4 (REVISED)
TO
CONTRACT NO. 071B7200335
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (517) 482-4161
Michigan Council on Crime and Delinquency 1115 S. Pennsylvania, Suite 201 Lansing, MI 48912 barnovits@miccd.org		Elizabeth Arnovits
		BUYER/CA (517) 241-3768 Lance Kingsbury
Contract Compliance Inspector: James Yarborough (517) 335-3638		
Capacity Building for Michigan Prisoner Re-Entry Initiative (MPRI) - Department of Corrections		
CONTRACT PERIOD: From: September 24, 2007		To: September 23, 2012
TERMS	N/A	SHIPMENT
		N/A
F.O.B.	N/A	SHIPPED FROM
		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby **EXTENDED** through September 23, 2012 and **INCREASED** by \$362,785.00.

In addition please note the attached Article 1, Attachment A, Pricing and SECTION 1.104 Work and Deliverables which are hereby incorporated into this Contract.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request (PRF dated 3/25/10), Ad Board approval on 5/18/10, and DTMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$2,212,485.00

Article 1, Attachment A

Pricing

The State is not obligated to purchase any of the deliverables or sub-tasks of the deliverables in any amount and that payment will be issued only for items ordered from individual State departments or agencies.

Section Reference	DELIVERABLE	Year 1 FY-08	Year 2 FY-09	Year 3 FY-10	Total
1.104 A	Newsletter (estimated 4 per year)	\$3,000	\$3,000	\$3,000	\$9,000
1.104 B (1)	Video Modules – Conversion and Upload (estimated 1 per year)	\$2,600	\$2,600	\$2,600	\$7,800
1.104 B (2-4)	Video Modules – Update (1 per year, burn (estimated 300) and distribute (estimated 200 at annual stakeholders meeting, and the remainder upon request)	\$3,000	\$3,000	\$3,000	\$9,000
1.104 C	Presentation Materials <ul style="list-style-type: none"> • Power Point (est. 5/year) • Issue Briefs (est. 4/year) • Action Briefs (est. 6/year) • Brochures (develop 1 and print 5000 per year) • Brochure Inserts (develop 18 and print 1000 per year) 	\$47,400	\$47,400	\$47,400	\$142,200
1.104 D (1)	Surveys (estimated 3 per year)	\$4,000	\$4,000	\$4,000	\$12,000
1.104 E (2)	Focus Groups (estimated 4 per year)	\$2,000	\$2,000	\$2,000	\$6,000
1.104 F (3)	Technical Assistance <ul style="list-style-type: none"> • Site visits to each of 18 locations twice per year • Revision of Comprehensive Technical Assistance Plan once per year • Collaboration and Implementation of Evidence based practices 	\$229,900	\$697,900	\$828,685	\$1,756,485
1.104 G (1-3)	Strategic Planning <ul style="list-style-type: none"> • Scale Up meetings • Weekly Partner meetings • Quarterly Strategic meetings 	\$44,000	\$102,000	\$112,000	\$258,000
1.104 H	Transition Training and Knowledge Transfer	\$4,000	\$4,000	\$4,000	\$12,000
Totals		\$339,900	\$865,900	\$1,006,685	\$2,212,485

Breakdown of Amendment Costs:

Training Plan: Enhanced MPRI initiatives	\$101,869
Children's Visitation Program	\$200,000
Juvenile Justice Program	\$ 60,916
Total Program Costs	\$362,785

**Michigan Council on Crime and Delinquency
Attachment for Change Notice 4
Contract # 071B7200335**

SECTION 1.104 Work and Deliverables

Training Plan: The Contractor will develop and implement a work plan for the provision of training and technical assistance to the MDOC to enhance MPRI Initiatives resulting in a Contract increase of \$101,869.00. This work plan will include the following tasks and will require monthly documentation and status updates of each task:

Task	Deliverable	Cost
Complete Collaborative Case Management manual and Coaching Kits	Finalized CCM Manual Finalized CCM-W Manual Finalized Accompanying Coaching Kits	\$8,000.00
Presentation at training event for supervisors and managers	Two (2) hour presentation about role of leadership in organizational culture change. Discuss roles and responsibilities and highlight activities underway to implement and sustain Collaborative Case Management.	\$2,964.00
Incorporate Vital Issues curriculum into the Collaborative Case Management manual.	Revised, updated, integrated Vital Issues and Gender Responsive Curriculum. Short and long versions	\$8,000.00
Develop Collaborative Case Management Master Trainers Manual and Certification Program	Finalized curriculum and master trainer certification program.	\$15,000.00
Technical Assistance to sex offender programming workshop	MDOC implementation plan and "Model" for redesign of SOP and continuum of supervision and treatment.	\$50,000.00
Develop sex offender management curriculum for field staff	Skill based sex offender management curriculum for probation and parole officers, supervisors and managers. Long and short version.	\$38,000.00
Parole and Commutation Board activities	Training session for new parole commutation board members. Revised parole release conditions and implementation plan Training session for all parole commutation board members.	\$37,865.00
MPRI Learning Site	Three (3) onsite coaching/training events for supervisors and managers at Bellamy Creek learning site and up to two (2) other correctional facilities identified by MDOC.	\$10,000.00

Technical Assistance Plan: The Contractor will develop and implement a Children's Visitation Program at Huron Valley Correctional Facility resulting in a Contract increase of \$200,000.00. The criteria to be eligible for this program are that the incarcerated mother resides in an MDOC correctional facility, has one (1) or more dependent children aged infant through 17 years old who is at risk of out of home placement and has intent to reunite with, and care for the child(ren) upon release and has been approved for services by DHS prevention staff. Services may also be provided to non-parental relatives of eligible mothers singled by this program and /or caregiver families of the children of eligible mothers if the caregivers are in need of supportive services to provide care to a minor child(ren) to prevent DHS foster care placement. The Contractor will provide monthly reports on the effectiveness and activities performed. The monthly report will include:

1. Program objectives, activities and outcomes;
2. Number of clients served by service category:
 - a. Name, date and number of children visiting correctional facilities each month;
 - b. Name and number of home visits each month;
 - c. Name and number of children referred to community services;
 - d. Number of participating inmates released;
 - e. Number of families re-unified upon release and six (6) month and one (1) year intervals; and
 - f. Number of parent education sessions conducted with date and list of participants.

Technical Assistance Plan: The Contractor will implement and administer a re-entry strategic plan for DHS and the juvenile justice system resulting in a Contract increase of \$60,916.00 of which \$25,000 is for the evaluation. The services to be provided include:

1. Assistance in leveraging resources.
2. Engagement of service providers, courts and law enforcement.
3. Assistance in the development of a reentry framework for juvenile justice and the implementation and coordination of that framework.
4. Work with DHS to determine the capacity building needs for Michigan Youth reentry Initiative (MYRI).
5. Develop an evaluation process and report outcome criteria on a quarterly basis throughout the duration of this Contract.

The Contractor will provide monthly reports summarizing the re-entry service activities.

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

May 26, 2010

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B7200335
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (517) 482-4161
Michigan Council on Crime and Delinquency 1115 S. Pennsylvania, Suite 201 Lansing, MI 48912 barnovits@miccd.org		Elizabeth Arnovits
		BUYER/CA (517) 241-3768 Lance Kingsbury
Contract Compliance Inspector: Le'Ann Duran (517) Capacity Building for Michigan Prisoner Re-Entry Initiative (MPRI) - Department of Corrections		
CONTRACT PERIOD: From: September 24, 2007 To: September 23, 2012		
TERMS	N/A	SHIPMENT
		N/A
F.O.B.	N/A	SHIPPED FROM
		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby **EXTENDED** through September 23, 2012 and **INCREASED** by \$372,785.00.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request (PRF dated 3/25/10), Ad Board approval on 5/18/10, and DTMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$2,222,485.00

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

September 15, 2009

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B7200335
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (517) 482-4161	
Michigan Council on Crime and Delinquency 1115 S. Pennsylvania, Suite 201 Lansing, MI 48912 barnovits@miccd.org		Elizabeth Arnovits	
		BUYER/CA (517) 241-3768 Lance Kingsbury	
Contract Compliance Inspector: Le'Ann Duran (517)			
Capacity Building for Michigan Prisoner Re-Entry Initiative (MPRI) - Department of Corrections			
CONTRACT PERIOD:		From: September 24, 2007	To: September 23, 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 INCREASED by \$200,000.00. Additionally, the attached Article 1, Attachment A - Pricing and MICCD Budget are hereby incorporated into this Contract.

NOTE: The DMB Buyer for this Contract is changed to Lance Kingsbury (517) 241-3768.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request (PRF dated 7/30/09), Ad Board approval on 8/1/09, and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$1,849,700.00

Article 1, Attachment A
Pricing

The State is not obligated to purchase any of the deliverables or sub-tasks of the deliverables in any amount and that payment will be issued only for items ordered from individual State departments or agencies.

Section Reference	DELIVERABLE	Year 1 FY-08	Year 2 FY-09	Year 3 FY-10	Total
1.104 A	Newsletter (estimated 4 per year)	\$3,000	\$3,000	\$3,000	\$9,000
1.104 B (1)	Video Modules – Conversion and Upload (estimated 1 per year)	\$2,600	\$2,600	\$2,600	\$7,800
1.104 B (2-4)	Video Modules – Update (1 per year, burn (estimated 300) and distribute (estimated 200 at annual stakeholders meeting, and the remainder upon request)	\$3,000	\$3,000	\$3,000	\$9,000
1.104 C	Presentation Materials <ul style="list-style-type: none"> • Power Point (est. 5/year) • Issue Briefs (est. 4/year) • Action Briefs (est. 6/year) • Brochures (develop 1 and print 5000 per year) • Brochure Inserts (develop 18 and print 1000 per year) 	\$47,400	\$47,400	\$47,400	\$142,200
1.104 D (1)	Surveys (estimated 3 per year)	\$4,000	\$4,000	\$4,000	\$12,000
1.104 E (2)	Focus Groups (estimated 4 per year)	\$2,000	\$2,000	\$2,000	\$6,000
1.104 F (3)	Technical Assistance <ul style="list-style-type: none"> • Site visits to each of 18 locations twice per year • Revision of Comprehensive Technical Assistance Plan once per year • Collaboration and Implementation of Evidence based practices 	\$229,900	\$697,900	\$465,900	\$1,393,700
1.104 G (1-3)	Strategic Planning <ul style="list-style-type: none"> • Scale Up meetings • Weekly Partner meetings • Quarterly Strategic meetings 	\$44,000	\$102,000	\$112,000	\$258,000
1.104 H	Transition Training and Knowledge Transfer	\$4,000	\$4,000	\$4,000	\$12,000
Totals		\$339,900	\$865,900	\$643,900	\$1,849,700

Michigan Council on Crime and Delinquency
Family Reunification Budget
10-30-08 to 09-01-09

Article 1 - Attachment A, amendment language under Section 1.014 (F.3) and the draft DOC 09-IA-03

SALARIES	\$	83,000.00
FRINGE BENEFITS	\$	27,000.00
OCCUPANCY	\$	17,000.00
COMMUNICATION	\$	7,500.00
SUPPLIES	\$	7,500.00
TRANSPORTATION	\$	16,000.00
CONTRACTUAL	\$	42,000.00
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TOTAL	\$	200,000.00

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

May 15, 2009

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B7200335
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (517) 482-4161	
Michigan Council on Crime and Delinquency 1115 S. Pennsylvania, Suite 201 Lansing, MI 48912 barnovits@miccd.org		Elizabeth Arnovits	
		BUYER/CA (517) 373-8530 Rebecca Nevai	
Contract Compliance Inspector: Le'Ann Duran			
Capacity Building for Michigan Prisoner Re-Entry Initiative (MPRI) - Department of Corrections			
CONTRACT PERIOD:		From: September 24, 2007	To: September 23, 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 INCREASED by \$679,800.00. Additionally, the attached Article 1, Attachment A Pricing is hereby incorporated into this Contract.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request (PRF dated 8/6/08), and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$1,649,700.00

Article 1, Attachment A

Pricing

The State is not obligated to purchase any of the deliverables or sub-tasks of the deliverables in any amount and that payment will be issued only for items ordered from individual State departments or agencies.

Section Reference	DELIVERABLE	Year 1 FY-08	Year 2 FY-09	Year 3 FY-10	Total
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1.104 B (1)	Video Modules – Conversion and Upload (estimated 1 per year)	\$2,600	\$2,600	\$2,600	\$7,800
1.104 B (2-4)	Video Modules – Update (1 per year, burn (estimated 300) and distribute (estimated 200 at annual stakeholders meeting, and the remainder upon request)	\$3,000	\$3,000	\$3,000	\$9,000
1.104 C	Presentation Materials <ul style="list-style-type: none"> • Power Point (est. 5/year) • Issue Briefs (est. 4/year) • Action Briefs (est. 6/year) • Brochures (develop 1 and print 5000 per year) • Brochure Inserts (develop 18 and print 1000 per year) 	\$47,400	\$47,400	\$47,400	\$142,200
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1.104 E (2)	Focus Groups (estimated 4 per year)	\$2,000	\$2,000	\$2,000	\$6,000
1.104 F (3)	Technical Assistance <ul style="list-style-type: none"> • Site visits to each of 18 locations twice per year • Revision of Comprehensive Technical Assistance Plan once per year 	\$229,900	\$497,900	\$465,900	\$1,097,700
1.104 G (1-3)	Strategic Planning <ul style="list-style-type: none"> • Scale Up meetings • Weekly Partner meetings • Quarterly Strategic meetings 	\$44,000	\$102,000	\$112,000	\$258,000
1.104 H	Transition Training and Knowledge Transfer	\$4,000	\$4,000	\$4,000	\$12,000
Totals		\$339,900	\$665,900	\$643,900	\$1,649,700

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

August 15, 2008

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B7200335
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (517) 482-4161	
Michigan Council on Crime and Delinquency 1115 S. Pennsylvania, Suite 201 Lansing, MI 48912 barnovits@miccd.org		Elizabeth Arnovits	
		BUYER/CA (517) 373-8530 Rebecca Nevai	
Contract Compliance Inspector: Le'Ann Duran Capacity Building for Michigan Prisoner Re-Entry Initiative (MPRI) - Department of Corrections			
CONTRACT PERIOD:		From: September 24, 2007	To: September 23, 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 INCREASED by \$24,900.00. Additionally, Article 1, Attachment A is hereby REPLACED with the attached, revised Article 1, Attachment A. All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request (PRF dated 8/6/08), and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$969,900.00

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

September 21, 2007

NOTICE
 TO
 CONTRACT NO. 071B7200335
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR		TELEPHONE (517) 482-4161	
Michigan Council on Crime and Delinquency 1115 S. Pennsylvania, Suite 201 Lansing, MI 48912 barnovits@miccd.org		Elizabeth Arnovits	
		BUYER/CA (517) 373-8530 Rebecca Nevai	
Contract Compliance Inspector: Le'Ann Duran			
Capacity Building for Michigan Prisoner Re-Entry Initiative (MPRI) - Department of Corrections			
CONTRACT PERIOD:		From: September 24, 2007	To: September 23, 2010
TERMS	N/A	SHIPMENT	N/A
F.O.B.	N/A	SHIPPED FROM	N/A
MINIMUM DELIVERY REQUIREMENTS N/A			

The terms and conditions of this Contract are those of ITB #071I7200229, this Contract Agreement and the vendor's quote dated 07/10/2007. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$945,000.00

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

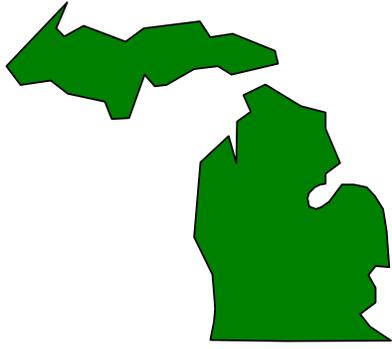
CONTRACT NO. 071B7200335
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Michigan Council on Crime and Delinquency 1115 S. Pennsylvania, Suite 201 Lansing, MI 48912</p> <p style="text-align: right;">barnovits@miccd.org</p>	TELEPHONE (517) 482-4161 Elizabeth Arnovits BUYER/CA (517) 373-8530 Rebecca Nevai
Contract Compliance Inspector: Le'Ann Duran Capacity Building for Michigan Prisoner Re-Entry Initiative (MPRI) - Department of Corrections	
CONTRACT PERIOD: From: September 24, 2007 To: September 23, 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>	
MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract are those of ITB #071I7200229, this Contract Agreement and the vendor's quote dated 07/10/2007. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>Estimated Contract Value: \$945,000.00</p>	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I7200229. Orders for delivery may be issued directly by the Department of Corrections through the issuance of a Purchase Order Form.

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

<p>FOR THE VENDOR:</p> <p>Michigan Council on Crime and Delinquency _____ Firm Name</p> <p>_____ Authorized Agent Signature</p> <p>_____ Authorized Agent (Print or Type)</p> <p>_____ Date</p>	<p>FOR THE STATE:</p> <p>_____ Signature Melissa Castro, CPPB, Buyer Manager _____ Name/Title Services Division, Purchasing Operations _____ Division</p> <p>_____ Date</p>
--	--



**STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations**

Contract Number 071B7200335
Capacity Building for the Michigan Prisoner Re-Entry Initiative (MPRI)

Buyer Name: Rebecca Nevai
Telephone Number: 517-373-8530
E-Mail Address: nevair@michigan.gov



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Article 1 – Statement of Work (SOW)

1.0 Project Identification

1.001 PROJECT REQUEST

The purpose of this Contract is to obtain services for the Michigan Prisoner Re-Entry Initiative (MPRI) Capacity Building Project to successfully integrate MPRI strategic planning, training, and public education and outreach.

These services are limited to the Contract term. By the end of the Contract term, the Contractor must turn over all data, and train Department of Corrections (DOC) staff as necessary in order to transition all project functions and deliverables to the State. After the Contract term, the State anticipates that DOC staff will internally complete all of these tasks.

1.002 BACKGROUND

The MPRI Model was developed through a public/private partnership with the National Institute of Corrections, National Governor's Association, Public Policy Associates, Inc., the Michigan Council on Crime and Delinquency, and the State of Michigan. The mission of the MPRI is to reduce crime by implementing a seamless system of services and supervision – delivered through state and local collaboration – that begins at intake and continues through successful discharge, reintegration, and aftercare in the community.

MPRI is on an aggressive implementation schedule to accomplish this mission. By October 1, 2007, every community in Michigan will be participating in MPRI. By the end of 2010, MPRI will be fully up-to-scale and will be embedded in every aspect of the DOC.

To achieve this mission, it is necessary to build the capacity of the DOC, MPRI communities and other State and local organizations to effectively develop, coordinate, and deliver the services associated with reducing crime, reducing Michigan's recidivism rate, and leveraging other sources of funding to support the MPRI. Without cross-system strategic planning, training, and outreach, the DOC cannot be successful in implementing its number one crime fighting strategy: MPRI.

For MPRI to meet the challenges of achieving these goals, it needs the full engagement of these three (3) types of critical players:

1. **Community Service Providers and Advocates.** Research shows that the two (2) most important factors affecting former prisoner success are the degree to which they return to supportive families and the extent and integrity of their involvement in the human service delivery system. Agencies and institutions must be the first champions of change for the MPRI so that their opinion, education, advocacy and public education messages are consistent with, fully support and lead the charge. Community and faith-based organizations and service providers are built by the leaders in business and civic affairs who populate their boards and who are, therefore, critical to social change.
2. **Opinion Leaders.** These include federal, state and local elected officials and other opinion leaders who influence the positions of elected officials. The media must be fully engaged as well.
3. **Policymakers.** The top managers of the DOC, Department of Human Services, Department of Community Health, Department of Education and Department of Labor and Economic Growth, are responsible for responding to laws and funding opportunities that affect former prisoners and establishing policies, procedures and programs that can support the vision and mission of MPRI.

These three (3) groups represent the knowledge base, and operational capacity to achieve the goals of reducing crime and costs associated with crime in Michigan. A critical challenge facing the proponents of the MPRI is how to ensure these stakeholders gain the knowledge base that forms the foundation for the ability to guide the operations of community- and faith-based agencies so that the needs of former prisoners are fully embedded in their policies and service delivery priorities. Sharing accurate information in a way that creates champions who can further educate others is the fundamental purpose of capacity building.



To ensure the successful implementation of MPRI in every community, Michigan must build the capacity of each community, each opinion leader, and each policymaker to understand the complex strategies of reducing crime. These stakeholders must have the tools – knowledge, skill and compelling rationale – to champion the MPRI vision and mission. For these groups to obtain the tools they need to effectively reduce crime, two (2) simultaneous capacity-building strategies must be fully developed, implemented and maintained:

1. Public education and outreach
2. Training

For the past year, MPRI has been engaging a broad group of stakeholders through simultaneous, but separate, efforts at public education and outreach, but it is now time to transform this preliminary engagement into a full-blown collaboration. For 2007, MPRI has designed several tactics to further penetrate the public's perception of crime, justice and the ways that the MPRI will reduce the criminal activity of former prisoners. These tactics, taken together and pursued in each of the communities that will in 2007 form the statewide MPRI partnership, will create the knowledge base to forge a new service delivery system for former prisoners.

1.1 Scope of Work and Deliverables

1.101 IN SCOPE

Over a three-year period, the Contractor is to plan and deliver three (3) categories of MPRI capacity-building activities in collaboration with DOC:

- A. Create and deliver trainings for the purpose of increasing stakeholder capabilities for providing evidence-based services.
- B. Develop a public education and outreach plan and conduct a public education and outreach campaign to raise awareness and increase support for the MPRI.
- C. Engage DOC and other partners in an ongoing facilitated and documented strategic planning process that produces a strategic plan that is updated regularly based on the progress made in implementing the MPRI Model.

1.102 OUT OF SCOPE

Delivery of MPRI training and orientation services directly to prisoners and parolees will not be the responsibility of the Contractor.

1.103 ENVIRONMENT

- A. The Contract may require work to be conducted at State of Michigan correctional facilities.

Upon request by the State, the Contractor shall provide the results of all security background checks performed by the Contractor. The State, in its sole discretion, will decide whether to issue State ID badges to the Contractor's on-site personnel or accept the ID badge issued to on-site personnel by the Contractor.

The State may also perform security background checks, including but not limited to a L.E.I.N. criminal background check. If so, the Contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth. Social security number or driver license number may also be required.

The Contractor and its subcontractors shall comply with the security access requirements of the individual State facilities. Contractor personnel who will be working on-site at a correctional facility will also be required to review the DOC policies for "Working Conditions Inside and Outside Prisons."

- B. The Contractor may be required to have contact with prisoners.
- C. The Contractor may be required to have contact with parolees.

**Contractor Response to Task:**

Staff from the Michigan Council on Crime and Delinquency (MCCD) and staff from our subcontractor, Public Policy Associates (PPA), have been cleared by DOC to work in State of Michigan correctional facilities, currently have DOC ID badges, and are currently engaged in work inside of these facilities. MCCD and PPA comply with DOC's policies and procedures to ensure that all work done in correctional facilities is done within allowable security and safety measures. Any additional project staff will have security background checks performed and the State will be informed as to how they are performed, what the security check consists of, and the name of the company that performs the security checks. All project staff will also wear State issued ID badges as requested. MCCD and PPA will provide documentation to the State indicating that each project staff has satisfactorily completed a security check and is suitable for assignment to State facilities. If requested by the State, MCCD and PPA will provide the results of all security background checks.

MCCD and PPA also agree to comply with the State's security background and L.E.I.N. criminal background checks. If requested, MCCD and PPA will provide the State with a list of all delivery people that will service State of Michigan facilities, including name, date of birth, social security number, and driver license number. MCCD and PPA will comply with the security access requirements of all State facilities. All staff working on-site at a correctional facility will also review the DOC policies for working conditions inside and outside prisons.

MCCD and PPA are aware that staff may be required to have contact with prisoners and parolees and see no problem with this.

1.104 WORK AND DELIVERABLE

The Contractor shall provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, including, but not limited to those set forth below. The following tasks are required to be completed by the Contractor.

After the development of each deliverable, all materials developed by the Contractor are to be turned over to the State for the State to use at its discretion.

- A. Newsletters: The Contractor will develop, write, print, and disseminate newsletters on the events and activities of MPRI. Current newsletters are approximately four (4) to eight (8) pages in length and should be disseminated four (4) times a year based on a mutually-agreed upon schedule. All newsletters should be submitted three (3) weeks before the publication date to allow for sufficient time for review by DOC and revisions by the Contractor.

Contractor Response to Task:

Since 2006, MCCD has worked with Public Policy Associates (PPA) in developing, writing, printing and disseminating electronic newsletters for the MPRI. Under MCCD direction, our subcontractor, PPA will continue to be responsible for developing, writing, printing, and disseminating MPRI Electronic Newsletters covering the events and activities of MPRI. These electronic newsletters will be created and distributed quarterly to all MPRI partners, stakeholders, and participants to create consistent communications among everyone involved with the MPRI. The newsletters will report on the progress of the Initiative and provide updates and information on upcoming events. A professional graphics organization will be contracted to assist in the layout and design of the MPRI electronic newsletter and perform high-end production. (MCCD will submit the sub-contractor information to the DOC CCI for review and approval before the professional design organization begins any work related to this Contract.) This expertise will also come with the equipment and skills needed to perform technical demands such as enhanced graphics and the incorporation of technology. MCCD will ensure that all newsletters are submitted three (3) weeks before the publication date to allow for sufficient time for review by DOC and revisions. It is understood that the State will utilize all products produced through this contract as it sees fit.

- B. Video Modules: MPRI video modules have been created and disseminated to state and local stakeholders on DVD. The video modules communicate the key messages of MPRI.
1. In 2007, these modules need to be converted into streaming video format and loaded on the MPRI Website. The Contractor is responsible for the conversion of the videos, ensuring compatibility with the MPRI Website, and loading them onto the MPRI Website.

**Contractor Response to Task:**

In 2006, MCCD worked with PPA to develop the official MPRI web site. Through this contract, we will be responsible for enhancing the MPRI web site by adding streaming video modules obtained from the official MPRI video DVD. The videos will be converted to ensure compatibility with the MPRI Website, and loaded onto the MPRI Website. This advanced website will establish a polished presence in cyberspace and serve as a place to refer stakeholders for more detailed information about the Initiative.

2. The Contractor is also responsible for coordinating the distribution of existing DVDs to approximately 200 attendees during stakeholder meetings.
3. Additionally, the Contractor is responsible for copying DVDs as necessary to respond to DOC's requests for stakeholder meetings and also additional DVDs within two (2) weeks of the request.
4. The Contractor will modify, tape, and re-edit the modules by June 2008 to keep the video elements current at no additional charge. The video modules should be modified in consultation with DOC and must be approved by DOC prior to finalizing the content of the modules.

Contractor Response to Task:

In 2006, the official MPRI public education and outreach DVD was developed by PPA with input from MCCD. This public education promotional DVD highlights the key areas of the MPRI. The video contains several educational modules and has been edited to create a summary MPRI Promotional DVD. DVDs have been distributed in public education and outreach packets to MPRI partner groups, partner agencies, stakeholders, and local MPRI sites. We will be responsible for coordinating the distribution of existing MPRI DVDs to all attendees during stakeholder meetings. DVDs will be copied as necessary and all DOC DVD requests will be responded to within two (2) weeks. With input and approval by DOC, modules will be modified, taped, and re-edited by June 2008 to keep the video elements current at no charge to the state.

- C. Presentation Materials: PowerPoint files, Issue and Action Briefs, Brochures, and Brochure Inserts have been developed that reinforce the branding of MPRI. Additional PowerPoint files, Issue and Action Briefs, Brochures, and Brochure Inserts need to be created to meet the needs of local community coordinators and co-chairs, as well as other champions of MPRI who are conducting public education and outreach. The Contractor will also give up to 50 presentations each year on MPRI using these materials. The Contractor will develop, adapt, and distribute these materials to MPRI stakeholders as described below. DOC will approve all deliverables before final publication or presentation.
1. PowerPoint files. A PowerPoint Template should be developed by the Contractor that can be used on all versions of PowerPoint that includes the MPRI Logo and other branding images associated with MPRI. The Contractor will develop a general MPRI overview in PowerPoint that describes the MPRI Model, the State and Local Governance Structure, the Transition Accountability Plan Process, In-reach, and Comprehensive Planning. Five (5) audience-specific PowerPoint presentations will be developed by the Contractor for law enforcement, prosecutors, elected officials, local Advisory Council members, and Co-Chairs. DOC will approve all presentations in advance of the event.
 2. Issue and Action Briefs. An Action Brief will be developed by the Contractor following every Taking Action meeting (at least six (6) per year). At least four (4) Issue Briefs on other topics defined by DOC should be developed each year. All Briefs should be developed in consultation with DOC and should be submitted to DOC at least 30 days before publication for review, modification, and approval.
 3. Brochures. Currently, two (2) general MPRI Brochures have been developed. The Contractor will develop, print, and disseminate another general MPRI Brochure during the contract period. At least 5,000 brochures should be printed. The MPRI Brochure should be developed in consultation with DOC and should be submitted to DOC at least 30 days before publication for review, modification, and approval.
 4. Brochure Inserts. Currently, each of the MPRI sites has one customized Brochure Insert for use with the General MPRI Brochure. The Contractor will develop a customized insert for each of the 18 MPRI sites in collaboration with the Community Coordinator, Local Co-Chairs, and DOC. All inserts should be submitted to DOC and the Community Coordinator and Co-Chairs at least 30 days before publication for review, modification, and approval. At least 1,000 inserts should be printed for each site.

**Contractor Response to Task:**

MCCD has worked with PPA and DOC to develop several PowerPoint Files, Issue Briefs, Brochures, and Brochure Inserts for the MPRI and used these materials to conduct presentations on the MPRI. Through this Contract we agree to be responsible for conducting up to 50 additional presentations each year. With input and approval by DOC, we will also develop a PowerPoint Template that can be used on all versions of PowerPoint that includes the MPRI Logo and other branding images associated with MPRI. In addition we will develop a general MPRI overview PowerPoint that describes the MPRI Model, the State and Local Governance Structure, the Transition Accountability Plan process, In-reach, and Comprehensive Planning. Five audience-specific PowerPoint presentations for law enforcement, prosecutors, elected officials, local Advisory Council members, and Co-Chairs will also be developed.

With input and approval by DOC, we will also work with PPA to develop at least 6 action briefs that correspond to Taking Action meeting topics defined by DOC each year. The Taking Action Briefs will include the following sections:

- A summary existing local and statewide barriers;
- A summary of best practices that should be considered to overcome these barriers and effectively address the needs of returning prisoners;
- Recommended changes to state and local policies;
- Recommended changes to departmental or organizational procedures;
- Prioritized statewide and local action steps; and
- Guidance on how MPRI sites should work with recommended stakeholders, service providers, and practitioners at the local and state level to access the needed resources and/or technical assistance to implement the action steps.

We will identify and work with the appropriate stakeholder, service provider, and/or practitioner groups to collaboratively identify and develop the best practice and local resource sections of the Taking Action Brief. All Briefs will be developed in consultation with DOC and will be submitted to DOC at least 30 days before publication for review, modification, and approval.

There are also topics and issues outside of the Taking Action structure that require the development of Issue Briefs. Over the past two years, MCCD has collaborated with DOC, PPA, and other stakeholders to create multiple briefs on topics such as: community coordination, local governance structure, prison in-reach, and the MPRI statewide implementation plan. With input and approval by DOC, we will develop at least 4 additional Issues Briefs each year on topics defined by DOC.

With input and approval by DOC, a new MPRI Brochure will be developed and at least 5,000 copies will be printed and disseminated. The deliverable will be submitted to DOC at least 30 days before publication for review, modification and approval.

With input and approval by DOC, MCCD will develop a customized insert for each of the 18 MPRI sites in collaboration with Community Coordinators and local Co-Chairs and have at least 1,000 inserts printed for each site. Inserts will be submitted to DOC, Community Coordinators, and Co-Chairs at least 30 days before publication for review, modification and approval.

- D. Surveys and Focus Groups: To understand the needs of the three (3) primary stakeholder groups, surveys and focus groups need to be conducted to understand how to refine the communication tools. All research questions, surveys, and focus group protocols must be reviewed and approved by DOC before distribution.
1. The Contractor will develop, conduct, analyze, and report on at least three (3) stakeholder surveys during the Contract period.
 2. The Contractor will conduct four (4) focus groups per year to understand the needs of the primary MPRI stakeholders. The timeline and content for the focus groups will be mutually agreed to by the Contractor and DOC.

Contractor Response to Task:

With input and approval by DOC, MCCD will develop and administer at least three (3) stakeholder surveys and conduct four (4) stakeholder focus groups to help improve the current usefulness of existing public education, outreach, training, and technical assistance resources and to better understand the needs of MPRI stakeholders. Surveys will be designed using an automated, web-based system, which will allow us to quickly and efficiently gather and analyze feedback from key stakeholders.



In order to gain a more complete understanding of stakeholder feedback, we will organize four (4) focus groups. We will design focus group questions with input from DOC and facilitate the discussion. To avoid additional travel, we will schedule focus groups in conjunction with other trainings and other statewide meetings when practical. These surveys and focus groups will provide an opportunity to gain valuable insight on:

- The current effectiveness of existing MPRI communication processes;
- The usefulness of existing MPRI communication resources and tools;
- Recommendations for improving the current communication capabilities;
- The current effectiveness of MPRI training and technical assistance;
- Existing training and technical assistance needs;
- The impact of strategic planning;
- Existing barriers that prohibit local and state MPRI stakeholders from effectively completing their work tasks; and
- Other issues of significance that may be important to MPRI stakeholder groups

The results of the surveys and focus groups will be shared with DOC and key stakeholders. The results will guide the future capacity building strategies.

- E. Plan of Action: Public Education and Outreach - The Contractor must develop a plan for DOC to approve by October 1, 2007 to achieve the Public Education and Outreach goals as MPRI is taken to full scale over the next few years. The plan should include the activities described above, but is not necessarily to be limited to those activities.
1. Public Education and Outreach Plan: The Statewide Public Education and Outreach Plan, including a detailed timeline, must be developed for the next three years to build MPRI capacity. The Contractor will develop an outreach plan and timeline including the tasks used to accomplish all deliverables. The implementation of the deliverables must be done in close collaboration with the Michigan Department of Corrections, and the Contractor will describe in their outreach plan how this collaboration will be achieved.
 2. Implement Deliverables: The tactics described above must be implemented and adapted as needed to meet the needs of MPRI stakeholders. The Contractor will implement the outreach plan so that all deliverables are submitted according to the timeline.

Contractor Response to Task:

In order to achieve the intended impact, the tools described above must be built into a comprehensive strategy for public outreach and education. Therefore, MCCD will develop a detailed, state-wide MPRI Public Outreach and Education Plan that:

- Incorporates goals, objectives, and key messages that are consistent with the mission and vision of the MPRI;
- Identifies target audiences;
- Defines how public education and outreach tools, including those described above, are matched with appropriate audiences;
- Describes how we plan to increase the capacity of local sites and statewide stakeholders to conduct effective outreach and education; and
- Establishes a strategy and timeline, and implement the deliverables by the timeline dates.

Over the past two years, through regular meetings, surveys, and document review, the DOC, as well as other key MPRI stakeholders, has had significant input into the design and implementation of our public outreach and education activities. We will use the same approach in developing the plan for the next three years. DOC will be engaged in planning through the weekly partner meeting structure described in section 1.104(G) and coordination with the DOC Public Information Office. Additional local and statewide stakeholders will have the opportunity to provide input into the plan through surveys and focus groups, as described in section 1.104(D).

MCCD, with the assistance of our subcontractor, PPA, will coordinate the implementation of deliverables. In addition to our own expertise, we will contract with a professional graphics and design organization, as needed. (MCCD will submit the sub-contractor information to the DOC CCI for review and approval before the professional design organization begins any work related to this Contract.) Furthermore, key stakeholders, particularly at the local level, have played and will continue to play an important role in conducting public outreach and education activities. Using the training and technical assistance plans described below in Section 1.104(F), we will continue to build the knowledge and skills of the local Steering Teams to become effective champions of the MPRI.



Thus, by October 1, 2007, we will create a public outreach and education plan designed to achieve the following objectives:

- Position MPRI as *the* tough-on-crime approach to corrections.
- Preempt or mitigate the intense negative reactions to crisis events.
- Develop a cohesive voice for the MPRI in Michigan and around the country.
- Provide leadership in re-entry education and facilitate education networking among local ReEntry Advisory Councils across the state and other stakeholder groups.
- Encourage greater involvement of local stakeholders in local MPRI activities.
- Raise the profile of the benefits derived from MPRI through increased awareness and public education.
- Provide a clearinghouse of information and resource materials for the purpose of establishing and maintaining MPRI communications with a broad range of constituent groups.
- Identify and develop opportunities to publicize milestones and key noteworthy occasions pertaining to MPRI.
- Enlist the participation of individuals in key state, community, and public positions to advocate for MPRI.
- Develop and promote community events to generate ongoing interest and awareness among primary audiences.

- F. Plan of Action: Training and Technical Assistance - Effective public education, however, cannot on its own, accomplish what is needed to build and sustain support. The stakeholder groups of community leaders, policymakers and opinion leaders must have the ability to do good work and demonstrate results. Research shows that the most important aspect of accomplishing the tasks of working with former prisoners is to provide training to people on the ground.

The MPRI Training Plan focuses on 19 critical areas, including the 16 service areas described in each communities' Comprehensive Plan (i.e. housing, employment, substance abuse services, mental health treatment, etc.) and three (3) supplemental areas (gender-responsive strategies, evidence-based practices, and collaborative case management). Training topics should also include risk/need assessment, using evidence-based practices, developing MPRI policy, evaluation, public education and outreach, comprehensive planning, local governance, etc.

For the past two (2) years, 19 MPRI committees met to develop policies and implementation recommendations. The work of the MPRI committees has culminated in many recommendations for implementation. Now it is time to merge these recommendations into the work of the MPRI communities and ensure that this work is informing the policy-making process at the State level. To unite these two tracks, "Taking Action" meetings will be held regularly which will serve as well-organized sessions on content areas and have immediate implications for the local communities, Departmental Implementation Resource Teams, the Executive Management Team and State Policy Team to consider.

Each meeting will include a presentation of the current research and best practices in the content area by a content-specific expert. The audience will include local stakeholders (co-chairs, community coordinators, local experts, and service providers) and State policymakers. In addition to considering the perspective of the best practices, participants will discuss early lessons learned from our work in Michigan and the policy implications of those lessons.

Each of these meetings should result in some immediate action steps for the local communities and State departments. Over the course of the year, Action Briefs will be developed after each Taking Action meeting to summarize the lessons learned about the topic area. Each Action Brief will also contain a summary of policy recommendations that will be forwarded to the appropriate Departmental Resource Team(s) for consideration. Once the Resource Teams finalize their recommendations, they will present their decisions to the Executive Management Team, who will then submit recommendations to the State Policy Team for formal adoption into the MPRI Model.

These Taking Action meetings build on the foundation of training that has been conducted to date and are the next step in the evolution of the MPRI Training Plan which will provide the forum for building the capacity of local stakeholders and State policymakers.



The Plan of Action Training and Technical Assistance must include, but is not limited to, the following:

1. Plan of Action: Training and Technical Assistance - The Contractor must develop a plan for DOC to approve by October 1, 2007 to achieve the training and technical assistance goals as MPRI is taken to full scale over the next few years. The plan should include the activities described above, but is not necessarily limited to those activities.
2. Training Plan: The Statewide Training Plan, including a detailed timeline must be developed for the next three (3) years to take MPRI to full scale. The Contractor will develop a training plan and timeline including the tasks used to plan and coordinate the Taking Action meetings as described above as well as other training events that may be important to the success of the MPRI. The implementation of the deliverables must be done in close collaboration with the Michigan Department of Corrections, and the Contractor will describe in their training plan how this collaboration will be achieved.
3. Technical Assistance Plan: The Contractor will develop and implement a Technical Assistance Plan that includes a description of how the Contractor will provide daily support in the form of phone calls and email communication with community coordinators and community co-chairs and a description of how the Contractor will improve the capacity of local Administrative Agencies and service providers to implement evidence-based practice programs through site visits and tool development. The Contractor will be responsible for conducting at least two (2) site visits with DOC to each of the 18 MPRI sites each year. Additionally, the Contractor will be responsible for redeveloping the Comprehensive Prisoner ReEntry Plan based on the feedback of community coordinators and co-chairs in consultation with DOC. The Comprehensive Plan modifications must be submitted to DOC for review and approval by DOC no later than January 30 of each year of the Contract period. Additional monitoring and assessment tools should be developed by the Contractor in consultation with DOC to determine each MPRI site's performance on implementing the MPRI Model and evidence-based programs. These tools should be submitted to DOC at least 30 days prior to their use for review and approval.
4. Implement Deliverables: The tactics described above must be implemented and adapted as needed to meet the needs of MPRI stakeholders. The Contractor will implement the training plan and technical assistance plan and conduct the Taking Action meetings and other trainings according to the timeline.

Contractor Response to Task:

Since July, 2005, MCCD has taken the lead in coordinating the development and implementation of the training and technical assistance plan for MPRI. In order to effectively build the capacity of the key MPRI stakeholders to lead the efforts to reduce crime by increasing the success of former prisoners re-entering Michigan communities, we have worked hard to ensure that the plan meets the needs of community service providers and advocates, opinion leaders, and policy makers. The plan was developed in consultation with the other statewide MPRI partner organizations: the DOC and PPA. Through meetings with the stakeholders, surveys, participant evaluations of training activities, input from the MPRI Committee recommendations, and collaboration with DOC and PPA, we created and implemented a training and technical assistance plan over the past two years that has been highly responsive to the evolving needs of the key MPRI players at both the state and local levels. (For an example, please see Attachment 1B.201 Report Samples for the attached FY 2006 MPRI Training Report.)

By October 1, 2007, we will develop a training and technical assistance plan that builds on our continuing efforts to provide the people on the ground the knowledge and skills needed to work effectively with returning prisoners and community stakeholders. In order to make sure we continue to meet the needs of the stakeholder groups, we will again survey the local sites and statewide partners to help us determine and prioritize the current needs. In addition, using the weekly partner meetings, which are described in the following section, we will present the elements of the plan in development in order to gather DOC input into and approval of the design. As a result of our planning work, we will have a training and technical assistance plan for MPRI that:

- Focuses on the 19 critical areas described in each community's Comprehensive Plan (16 service areas and the three supplemental areas of gender-responsive strategies, evidence-based practice, and collaborative case management);
- Responds to the evolving needs expressed by local stakeholders and statewide MPRI partners;
- Builds on the MPRI Committee recommendations;
- Seeks ongoing feedback from participants in order to evaluate success and guide improvement efforts;
- Is both cost effective and cost efficient; and
- Increases the success of MPRI to reduce crime.



This plan will consist of two key elements, The Statewide Training Plan and the Technical Assistance Plan.

Statewide Training Plan

Using the process outlined above, MCCD will develop a training plan for the next three years to take MPRI up to full scale. The plan will include, but is not limited to, the following elements:

Taking Action Meetings:

In February, 2007, the two-year MPRI committee process to develop implementation recommendations and the local implementation and skill building efforts merged in the first of an ongoing series of Taking Action meetings. The Taking Action on Housing meeting, coordinated by MCCD, included a presentation of the current research and best practices in housing services for returning prisoners, a discussion of the early lessons learned in Michigan, the remaining gaps and barriers affecting housing services for returning prisoners, and recommendations for changes in state policies and departmental or organizational procedures and local action steps. Participants included Community Coordinators, local Steering Team Co-Chairs, local experts and service providers, representatives from the Michigan State Housing Development Authority (MSHDA), the Michigan Chapter of the Corporation for Supportive Housing (CSH), and representatives from DOC. We have summarized the rich discussion from the meeting for the Action Brief (see previous section for a description of the Action Brief), and representatives from MCCD, PPA, and the MSHDA and DOC Implementation Resource Teams are currently working on finalizing the policy recommendations and immediate action steps. Once vetted by the MPRI Executive Management Team and adopted by the State Policy Team, the Action Brief, along with the research and resources disseminated at the meeting, will guide the efforts to increase the success of returning prisoners in securing safe and affordable long-term housing.

Over the next three years, MCCD will coordinate six Taking Action meetings per year that will follow a similar format to the event described above and cover remaining Comprehensive Plan service areas and additional topics vital to the success of MPRI. Each meeting will include Steering Team Co-Chairs, Community Coordinators, local experts and service providers, representatives from the appropriate state agency, and representatives from DOC. Topics will be prioritized and the meetings scheduled in cooperation with DOC and the key stakeholder groups. While it is necessary to make adjustments based on content areas, a typical agenda for the day is as follows:

- 9:00 – 12:00 Expert Presenter
Prior to each meeting, all participants will receive a review of the current literature and practices in the topic area, including what is currently happening in the MPRI sites related to the topic area. An expert or experts in the field will help develop these materials and will be invited to help us work through some of this information during the meeting. Depending on the presenter and the topic of the meeting, this time may be used to present a sampling of best practices or highlight a particular practice that is especially relevant to the work of MPRI. The focus will be on using the current research and the experience of the presenter to inform the planning and implementation of MPRI.
- 12:00 – 1:00 Lunch and Networking
- 1:00 – 2:00 Expert Presenter (Cont.)
The topics to be covered during the Taking Action Meetings (i.e. Workforce Development, Housing, etc.) are quite complex. Therefore, we want to provide adequate time for our expert presenter(s) to present the information and field questions.
- 2:00 – 4:00 MPRI Panel Discussion
In addition to understanding more about the national research and service delivery models, it is equally important that we increase our awareness of the modes of service delivery and lessons learned from the MPRI sites. Therefore, individuals representing a sample of the innovative work happening in Michigan will sit on a panel for a facilitated large group discussion. This time will allow sites to share ideas, as well as discuss solutions for some of the common barriers.
- 4:00 – 5:00 Action Planning
Information presented during the day will be used to answer the key Taking Action questions:
 - *What policy changes at the state level are needed to improve returning prisoner success in this service area?*
 - *What policy changes at the local level are needed to improve returning prisoner success in this service area?*
 - *What departmental/organizational procedure changes are needed to improve returning prisoner success in this service area?*
 - *What are the most important local action steps to improve returning prisoner success in this service area?*

The following is the list of implementation activities and deliverables to be coordinated by MCCD for each Taking Action meeting:



Pre-Meeting

- Coordinate date and secure facility
- Identify and hire content-area expert to serve as training consultant
- Identify local practices that are demonstrating success
- Create a bibliography of relevant research literature, with substantial input from expert presenter
- Collect and analyze appropriate MPRI Committee recommendations
- Develop meeting agenda
- Coordinate attendance list
- Collect handouts and tools for distribution

Meeting

- Facilitate meeting
- Record meeting discussion points for Taking Action Brief

Post-Meeting

- Draft Taking Action Brief
- Distribute brief to appropriate stakeholders for comment
- Organize follow-up technical assistance for sites to develop and implement appropriate action plans
- Finalize brief, based on feedback, and present it to the MPRI Executive Management Team

Comprehensive Plan Development and Implementation Training:

In addition to building the necessary knowledge and skills to improve service delivery with returning prisoners, the people on the ground in the local sites need training on the skills and processes required to create and manage a successful Comprehensive Plan. Over the past two years, MCCD has coordinated training on facilitating community change, group dynamics, the MPRI local governance structure, Comprehensive Plan writing, and other topics relevant to operating a successful local MPRI site. Coordinators and other local site representatives have indicated that ongoing training of this type is necessary to be effective in the community organizing and coordinating required to create and to implement good plans for successful re-entry in the local sites. MCCD will conduct four Comprehensive Plan development and implementation trainings per year over the next three years.

The following is a list of implementation activities to be coordinated by MCCD for each of these trainings:

Pre-meeting

- Coordinate date and secure facility
- Plan agenda
- Hire training consultant(s) as needed
- Coordinate attendance list

Meeting

- Facilitate meeting
- Record minutes

Post-meeting

- Post meeting resources on MPRI website and/or extranet as appropriate
- Analyze participant evaluations

Quarterly Community Coordinator Meetings:

The primary role of the MPRI Community Coordinator is to be the “point person” to coordinate the community’s input in the design and implementation of the Comprehensive Plan and have in place a communications system to make certain everyone is clear about the process and has a voice in its development. To be effective in this role and carry out the necessary tasks of convening, brokering, managing the flow of information between and site and the statewide partners, and public outreach, Coordinators need sufficient time to meet as a group to discuss challenges and lessons learned, receive information from the statewide partnership about recent developments in MPRI Model implementation, and provide feedback about the operation of the local sites.

To facilitate these necessary activities, MCCD has scheduled and facilitated regular Community Coordinator meetings over the past two years. The agendas for these meetings were developed based on the expressed needs of the Coordinator. Additional participants (i.e. content experts, representatives from DOC, etc.) were invited as needed. Coordinators have indicated that these meetings were valuable and requested that these meetings continue on a regular basis.



Over the next three years, MCCD will plan and facilitate quarterly Community Coordinator meetings. The following is a list of tasks to be coordinated by MCCD for each of these meetings:

Pre-meeting

- Coordinate date and secure facility
- Plan agenda based on input from Coordinators
- Invite additional participants as needed

Meeting

- Facilitate meeting
- Record meeting minutes

Post meeting

- Distribute minutes
- Coordinate follow-up activities as determined in the meeting

Technical Assistance Plan

In addition to the training events described above, the MPRI stakeholder groups have expressed a need for ongoing technical assistance and support. Through the activities described below, MCCD will coordinate the effort to:

- Keep information flowing to the local stakeholders
- Provide guidance and support as questions and issues arise
- Assist DOC in designing the Comprehensive Plan, reporting templates, and other tools needed by the local sites
- Assist DOC in providing on-site monitoring and guidance for the local sites
- Collect feedback from the sites to improve the technical assistance process
- Provide needed assistance to local MPRI administrative agencies

Phone/email consultation and troubleshooting:

Since July, 2005, when the first round of MPRI sites came on board, MCCD has served as a single point of contact for questions from the Community Coordinators. As the local teams have encountered barriers or needed additional clarification from the statewide partners, those questions were routed through the Coordinators to a single person at MCCD. MCCD then assumed the responsibility of working with the appropriate partners to coordinate one response.

Over the next three years, MCCD will continue to serve as the single point of contact for sites. We will continue to communicate with the local sites through telephone and email contact, as well as through the communication tools we have developed on the MPRI website and extranet. This process will continue to enhance communication and information sharing between the local sites and the statewide partners by:

- Ensuring that local sites receive answers and information quickly;
- Getting the correct information to the sites the first time, through engaging all of the appropriate parties in responding to the questions;
- Building statewide knowledge of what issues, concerns, and barriers are cutting across sites; and
- Using the knowledge gained from the process to inform the strategic planning process to meet the training and technical assistance needs of the sites.

Monthly conference calls:

As MPRI evolves, change occurs rapidly in departmental policies and procedures, expectations of site performance, the political and public relations environment, and many other areas affecting the work on the ground. Therefore, it is important to get timely and consistent information out to the sites. MCCD has found that the conference call format is a cost efficient and effective means of getting the information to all of the sites at once. Over the past two years, we have facilitated many conference calls with the Coordinators and other site representatives as needed. Due to the efficiency of this method, we will increase the frequency to monthly conference calls over the next two years.

The following is the list of implementation activities for monthly conference calls:

- Coordinate agenda for call with input from DOC, PPA, and the local sites
- Determine and notify appropriate call participants
- Send agenda to all participants at least two days prior to call
- Facilitate call
- Distribute minutes to participants and other appropriate parties following the call

**Site Visits:**

Despite centralized meetings and regular contact with Community Coordinators and other site representatives, it is impossible to gain a complete understanding of the progress at the local level, as well as the remaining needs for guidance and support, without going to the sites. For this reason, we have found visits to each of the sites a vital component of effective technical assistance. By accompanying DOC on bi-annual site visits, we have been able to meet with local MPRI leadership, witness the progress of each site's Comprehensive plan implementation, and provide guidance and support for quality improvement.

Over the next three years, MCCD, with DOC and PPA, will conduct two site visits per year to each of the 18 MPRI sites, which will include the following activities:

- Review progress of the implementation of the current year's Comprehensive Plan
- Provide guidance to Administrative Agencies and service providers to deliver and monitor evidence-based services (see section on fidelity and monitoring tools for more detail)
- Answer questions and provide guidance on the planning for the next year's Comprehensive Plan
- Discuss the local governance structure and site process and assist in making improvements where needed
- Provide training and guidance to the Local Advisory Council on implementing the MPRI Public Education and Outreach Plan

Fidelity and Monitoring:

Considering that many of the local Administrative Agencies have limited experience in monitoring service delivery based on the ability of programs to address criminogenic needs of returning prisoners in 16 service areas, it has been necessary to provide support and guidance for these activities.

Through a relationship between PPA and criminal justice researchers at the University of Cincinnati, we have begun a process to introduce the Evidence Based Correctional Program Checklist as a tool to assist sites in monitoring and quality improvement. The tool, supported by several recent studies (Holsinger, 1999; Lowenkamp and Latessa, 2003; Lowenkamp, 2003; Lowenkamp and Latessa, 2005a; Lowenkamp and Latessa, 2005b), is used to determine how closely correctional programs meet known principles of effective intervention. During site visits conducted during April and May, 2007, we introduced the tool to the sites and provided them with the information they should begin collecting from sub-contracted service providers. Representatives from MCCD, PPA, and DOC will receive training in August, 2007 on how to implement the Correctional Program Checklist using existing funding. We then plan to pilot test the assessment during site visits in September, 2007.

Based on the information gained during the testing process, MCCD will work with PPA and DOC to develop a plan and coordinate the effort to train each of the 18 sites on administering the tool and using the results to assess subcontractor performance.

Comprehensive Plan and supplemental tool design:

The Comprehensive Plan is a tool used by the local sites to engage in multi-system change as part of MPRI. It includes a community assessment of the assets, gaps, and barriers within 16 service areas crucial to successful re-entry, proposed solutions based on the assessment, a summary of leveraged funding, the local plan for participating in the DOC case management strategy, a description of the sites plan management and monitoring procedures, and the request for state funding to support implementation of proposed solutions. Considering the large volume of information included in the plan, it is important that it not become so cumbersome as to negate its usefulness as a planning tool. Therefore, MCCD has worked with DOC and PPA to improve the plan, taking into account the quality of plans submitted the previous year, the feedback of the end users, and the evolving information-gathering needs of DOC (See Attachment 1B.201 Report samples). Over the next three years, MCCD will continue to coordinate the quality improvement of the Comprehensive Plan, in cooperation with DOC, PPA, and the local sites. Modifications to the plan will be submitted to DOC no later than January 30 of each contract year.

In addition to the Comprehensive Plan, MCCD has assisted DOC in the creation and modification of additional tools to assist sites and DOC in monitoring the progress of MPRI Model implementation. For instance, MCCD designed the current Monthly Report submitted to DOC by the Community Coordinators (See Attachment 1B.201 Report Samples) sample Community Coordinator Monthly Report). Based on feedback from the local sites and DOC, MCCD will continue to improve these types of monitoring and assessment tools. In addition, as the need arises for additional tools, MCCD will take the lead in developing these tools during the contract period. Any modifications and/or new tools will be submitted to DOC for approval at least 30 days prior to their use.



- G. Plan of Action: Strategic Planning - In order to develop appropriate Training and Public Education and Outreach Plans, capacity building partners should also fully participate in the strategic planning activities of the MPRI. The Contractor will participate in weekly partner meetings and engage in ongoing and regular communication with the DOC. The Contractor will submit a plan and timeline by October 1, 2007 for participating with Michigan Department of Corrections in the strategic planning activities that will ensure MPRI is successful and is implemented to scale. The plan should include the following elements:
1. **MPRI Scale Up Meetings:** Scale Up meetings are day-long facilitated discussions with DOC's Director, Deputy Directors, and key staff to determine the strategy for developing the capacity to serve every returning prisoner by FY2009. The Contractor will schedule, coordinate, and document monthly MPRI Up-to-Scale meetings in collaboration with DOC. The documentation of the meeting in the form of meeting minutes and an updated implementation plan should be submitted to DOC no later than seven (7) days following the Up-to-Scale meetings.
 2. **Weekly Partner Meetings:** The Contractor will host the weekly partner meetings and prepare the agenda, meeting materials, and meeting minutes for each of the weekly partner meetings.
 3. **Quarterly Strategic Planning Meetings:** The Contractor will participate in quarterly strategic planning meetings, hosted by DOC, with all of the relevant staff from the Contractor's agency and DOC. These meetings typically last 90 minutes and serve as a forum for staff from the Contractor's agency and DOC to interact on issues that effect both groups.

Contractor Response to Task:

As statewide partners, as well as to ensure that our work to build capacity in the local sites, DOC and other state departments is consistent with mission, vision and evolving strategies of the MPRI, MCCD and PPA have assisted DOC in planning and facilitating the strategic planning activities of the MPRI. Over the next three years, we will continue to engage in strategic planning activities to help guide the MPRI as it expands statewide and grows to full-scale implementation. By October 1, 2007, we will submit a plan and timeline for participating with DOC in strategic planning activities, including, but not limited to:

Up-to-Scale Meetings

Since 2006, MCCD and PPA have worked with the DOC to develop and implement strategic plans for taking the MPRI up to scale. With input and approval by DOC, MCCD and PPA will continue to be responsible for scheduling, coordinating, and documenting MPRI Up-to-Scale Meetings as requested by DOC Director Caruso.

During these planning sessions, MCCD and PPA will help the DOC develop plans and strategies that ensure all prisoners are provided with the opportunity to flow through a seamless assessment and case-management process. The ultimate goal of the strategy will be to help DOC create a Department that is capable of fulfilling the Vision of the MPRI. MCCD and PPA will work with the DOC to help move every administration to a point where the development and implementation of policies and procedures allow staff to engage in the work required to increase prisoner success.

MCCD and PPA envision this work surrounding ten core areas over the next fiscal year. The development and implementation of these areas will serve to form a Strategic Plan for taking the MPRI up to scale. A summary of goals and outcomes for these ten areas is provided below.

1. **Mid-level organizational structure:** To ensure that the DOC organizational structure has mid-level managers within each administration who are competent and capable of overseeing the facility, field, and community work required to improve prisoner success. The number-one priority for organizational change is to create the capacity to move the inter-workings of the entire Department. Creating a sufficient layer of mid-level managers allows the front-line staff to continue implementation and operational activities and administrators ample time to engage in strategic-planning and assessment activities.
2. **Seamless case management:** To ensure a seamless case-management process from intake through re-entry back into the community is provided to all prisoners beginning with an intake assessment and continuing through Transition Accountability Planning and reassessment. The lynchpin of success in the MPRI is the universal application of effective case-management principles. The DOC must ensure that every prisoner receives seamless case-management services to increase the chances of prisoner success.
3. **Resources for staff:** To ensure all staff have the tools and resources necessary to improve prisoner success. The current DOC budget does not provide staff with incentives, rewards, technology, and training that will be required to conduct business according to the Vision of the MPRI. It will be necessary for the DOC to analyze and realign existing resources to ensure budgetary barriers are addressed.



4. **Fully integrated:** To ensure that DOC policies and procedures reflect that prisoner re-entry is no longer an “initiative” but is standard operating procedure. While the Vision of the MPRI is being shared across the four administrations of the Department, more work needs to be done to modify existing, and/or create new policies and procedures that help operationalize this Vision. Enacting policies and procedures that support the Vision will sustain and institutionalize the new way of doing business in DOC.
5. **Responsive programming and classification:** To ensure that prison programming and classification decisions are responsive to prisoner assessments and Transition Accountability Plans. The implementation of the core COMPAS is just the beginning of systematic change in prisoner assessment. The DOC must ensure all prisoners are provided with a prison programming experience and living environment that helps reduce the criminogenic factors associated with their criminal behavior.
6. **Internal and external collaboration.** To ensure that prisoner success begins inside the prison, and is sustained when the prisoner re-enters the community. Prison in-reach is operational at all prison facilities and local steering teams are working with the Field Operations Administration (FOA) and the Correctional Facilities Administration (CFA) staff to improve prisoner success. Effective and strategic collaboration with prison staff, parole agents and community-based agencies will be key in determining the short, intermediate, and long-term success of former prisoners.
7. **Budget alignment.** To ensure that the allocation of resources is consistent with policies and procedures. The entire DOC budget should be analyzed to determine if current expenditures are supportive of the Vision of the MPRI. Expenditures not associated with prisoner success should be eliminated and reinvested in areas that bolster prisoner success. Emphasis should be given to mid-level management and technological infrastructure.
8. **Measurement and evaluation.** To ensure that the DOC develops and implements new and innovative ways to measure prisoner success and failure. More resources need to be allocated to evaluating evidence-based practices and researching risk-assessment tools for the wider criminal justice continuum, some of which may not yet exist and may need to be developed. Understanding that the DOC is a national leader on re-entry policy and practice, it is imperative to also take the lead in redefining how policy makers and practitioners view and use risk assessment for all of criminal justice including discussions that address the underlying causes of recidivism (e.g., housing, employment, mental health, etc.)
9. **State of Michigan ReEntry:** To ensure that the other state departments represented on the MPRI State Policy Team enact policies and procedures that promote prisoner success and remove barriers to prisoner success. The issue of prisoner re-entry must become a matter of concern for the entire State of Michigan in order to build the capacity and competency to take the work up to scale.
10. **Quality and Quantity.** To ensure data drives decisions aimed at improving policies, procedures, and programs on an ongoing basis. DOC has developed and implemented quality-assurance mechanisms that continually assess program fidelity, staffing efforts, and prisoner outcomes. The Department must continue to view program and staff evaluation as a priority line item in the fiscal operating budget. The quantity and quality of data needed to support these mechanisms will require new approaches to data entry, such that data entry is a transparent part of doing the job, not a separate add-on job that seems to have no meaning or use. The Department must use data to make decisions at the mid-management, administrative, and executive levels to such a degree that staff feel the data is important and that staff are concerned with its accuracy and that it represents their efforts.

Weekly Partner Meetings:

A structure to support regular and ongoing communication and collaboration between the statewide partners is essential considering the size and scope of the MPRI and the speed at which change happens. Recognizing this need, MCCD has organized weekly partner meetings for the past two years. The meetings, held at MCCD’s office, provide an opportunity for key players in the partner organizations to discuss important MPRI topics and events from the previous week; use that information to plan upcoming activities, and update the group on any pending changes in policy and/or procedures that will affect the MPRI.

For the length of the contract, MCCD will continue to host weekly partner meetings. A regular meeting time will be coordinated with DOC and each meeting will last two to three hours. For each meeting, MCCD will:

- Prepare the agenda with input from the partners;
- Gather necessary meeting materials; and
- Record meeting minutes.

**Quarterly Strategic Planning Meetings:**

In an effort to keep the group small enough to facilitate quick decision making on a broad range of topics, we limited the attendance at partner meetings to only the key staff from each organization. However, it remains important that a broader group of relevant staff from DOC and the partner organizations get together on a regular basis to discuss the issues that affect both groups. MCCD will continue to participate in the quarterly strategic planning meetings convened by DOC.

- H. The request for the services in this Contract is limited to the base contract term, as stated in Section 2.032. By the end of the Contract term, the Contractor must turn over all data, and train DOC staff as necessary in order to transition all data, project functions and deliverables to the State. After the base contract term, the State anticipates that DOC staff will internally complete all of these tasks. This does not relieve the Contractor of the responsibility to complete all Contract tasks during the base Contract term.

The Contractor should provide a high level transition plan to ensure that all knowledge and skills required to continue Training, Technical Assistance, Public Education and Outreach, and Strategic Planning are transferred to DOC by the end of the Contract.

Contractor Response to Task:

The activities described throughout our statement of work are designed not only to build the capacity of the primary stakeholders to achieve the goals of the MPRI, but also to build within DOC the knowledge and skills required to continue Training, Technical Assistance, Public Education and Outreach, and Strategic Planning. For instance, appropriate DOC staff members have been and will be included in all of the training activities, from planning through implementation. Furthermore, as mentioned in the previous section, a primary focus of our strategic planning work, particularly with the Up-to-Scale meetings, is and will be to assist DOC in designing a training strategy that will build the capacity of DOC to continue this work. Finally, all of the tools we develop, including but not limited to training plans, technical assistance plans, the Action Brief format, the MPRI Comprehensive Plan design, data collection and monitoring tools, and strategic planning tools, will be available to DOC throughout the length of the contract and transitioned to the State by the end of the contract period. These items will serve as guidance for ongoing capacity-building activities. At the beginning of the last contract year, we will submit to the CCI a detailed plan for transitioning these and all other data, project functions, and deliverables to the State.

The Contractor must submit a detailed transition plan at the beginning of last Contract year to the CCI for approval. The plan must allow that all data, project functions, and deliverables are completed and transitioned to the State by the end of the contract period.

While the State anticipates services will be completed, and all work will be transitioned to the State at the end of the base Contract period, if deemed necessary by the State, the State reserves the right to exercise contract option years, as stated in Section 2.033.

1.2 Roles and Responsibilities

1.201 BIDDER STAFF, ROLES, AND RESPONSIBILITIES

The Contractor must identify their staff and sub-contractors who will be involved in the project, identify by name individuals that are to be designated as key personnel, and describe in detail all roles and responsibilities. Descriptions of roles should be functional and not just by title. It is acceptable to duplicate roles that are listed in other sections of the SOW. The Contractor should identify names of individuals where appropriate. Additionally, the Contractor should keep in mind that all of the Contractor's staff assigned to work inside the correctional facilities must pass a Criminal History Background Check and a L.E.I.N. check.

The Contractor should identify where Contractor personnel will be physically located during Contract performance. The Contractor should identify any part-time personnel.

The Contractor should also include an organization chart, including Key Personnel, as Article 1, Attachment B.



Contractor Response:

As shown in the organization chart (See Article 1, Attachment B) the project will be administered by **Elizabeth Arnovits**, Executive Director of MCCD. She will have overall responsibility for the project, financial oversight, client relations, contract negotiations, signature/responsible for final design and submission of products and annual reports. Ms. Arnovits will be the leader for Task 1, launch of the project. Ms. Arnovits will also be the co-leader on Task 4, engage in MPRI strategic planning. Ms. Arnovits will participate in weekly partner meetings.

The Training and Technical Assistance Director is **Robert Burroughs**. He will be the leader for Task 3, develop and implement Training and Technical Assistance Plan and Task 5, reporting. Mr. Burroughs also will be responsible for the facilitation of internal meetings and notes, assurance that activities and products are completed on time, day-to-day management of project activities, and monthly/quarterly reports. Mr. Burroughs will participate in weekly partner meetings.

We plan to subcontract with **PPA** for assistance with several project tasks. **Jeffrey D. Padden**, President of PPA, will be co-leader on Task 4, engage in MPRI strategic planning. **Paul Elam**, MPRI Project Manager at PPA, will be the leader on Task 2, develop and implement Public Education and Outreach Plan. Mr. Padden and Mr. Elam will participate in weekly partners meetings.

Pamela VanDreumel, the MCCD Financial Director, will be responsible for the fiscal management for the project.

Mary Taylor will provide administrative support and assist with training and technical assistance logistics.

All project staff is located in Lansing.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The Deputy Director of Planning and Community Development (PCD) Administration, the Manager of Office of Offender ReEntry, and the Grant Analyst of the Office of Offender Re-Entry will all have a role in this Contract.

- A. The Deputy Director of PCD will be responsible for approving all deliverables as described in Section 1.101 of this Contract.
- B. The Manager of the Office of Offender ReEntry will be responsible for managing the daily activities associated with the implementation of the public education and outreach plan, the training plan, and the strategic plan.
- C. The Grant Analyst will be responsible for supporting DOC's work associated with this Contract.

1.203 OTHER ROLES AND RESPONSIBILITIES

Directors and Managers from the Department of Labor and Economic Growth, the Department of Community Health, the Department of Human Services, the Department of Education and the Michigan State Housing Development Authority (MSHDA).

Department of Human Services, Department of Community Health, Department of Education and Department of Labor and Economic Growth, are responsible for responding to laws and funding opportunities that affect former prisoners and establishing policies, procedures and programs that can support the vision and mission of MPRI.

State agencies are major MPRI participants. The Contractor shall specify their plan for interacting with, and including state agencies in their work plan. Contractors should include their plan for engaging each state agency in MPRI planning and implementation.

Contractor Response:

MCCD's strategy for engaging state agencies in our work plan focuses on three areas. First, we will engage the partnering state agencies and appropriate state associations through established statewide structures. MCCD's Executive Director, Elizabeth Arnovits, is a member of the MPRI Executive Management Team (EMT). This team includes directors and managers from all of the state agencies involved with MPRI and recommends policies and implementation strategies to the State Planning Team (SPT). As members of the EMT, MCCD and PPA were instrumental in revising the Local MPRI governance structure to better serve returning prisoners through strong ties with Michigan Works! Agencies (MWA). The new governance structure provides stability and support for local MPRI efforts and ensures continued MPRI implementation.



This is just one example of how MCCD has resolved implementation barriers for local sites through strong ties to state government officials. Through our continued participation on the EMT we will advance the engagement of state agencies, not only in planning and implementation but also in local problem solving.

MCCD and PPA have also participated in State Policy Team meetings. The members of the Team are directors (or designees) from the Department of Labor and Economic Growth, the Department of Community Health, the Department of Human Services, the Department of Education and the Michigan State Housing Development Authority (MSHDA) and members of the Governor's policy staff. Through the State Policy Team, all state departments have agreed to establish an MPRI Departmental Implementation Resource Team. These departmental teams are comprised of top level managers who are responsible for moving the MPRI Model into the policies and procedures of their respective department and assuring the Model is fully implemented at both the state and local level. The Implementation Resource Teams are responsible for interpreting how their departments' functions will need to be adapted to correspond with every aspect of the MPRI Model to assure efficient implementation. Because employment is integral to parolee success, MCCD, DOC and PPA have focused attention on creating the first departmental Resource Team in DELG and on enhancing communication and planning with the Michigan Works! Association. We meet with MWA members monthly to discuss MPRI local implementation issues and to seek input into resolving problems. We continue to work with DELG on Resource Team initiatives. During the course of this project, MCCD will provide similar assistance to other relevant departments and associations. Additionally, we will continue to provide technical assistance and information to MWA's through yearly site visits and regular communication.

Second, we will engage each partnering state agency through our work at the local level. With MCCD's assistance each local site has formed an MPRI Steering Team that is responsible for guiding the planning and implementation of the local Comprehensive Plan. Each team is comprised of representatives from the 16 key service areas. Where appropriate, those representatives are drawn from local offices of partnering state agencies. For instance, a manager from the local Department of Community Health may serve as the healthcare representative on the Steering Team. In those cases where a state agency representative is unable to serve on the Steering Team, that agency is engaged through the Advisory Council or other site activities. Therefore, as we engage local sites in our training, technical assistance, public education, and outreach activities, we will be working to build the capacity of state agencies to do the work of MPRI at the local level.

Finally, as described in section 1.104 F, representatives from the appropriate state agency are among the targeted participants for each Taking Action Meeting. As an active participant in the meeting discussion, the state agency can further define its commitment to working with MPRI. Furthermore, just as we are currently working with representatives from the Michigan State Housing Development Authority (MSHDA) to finalize the Housing Action Brief, which will include a detailed description of MSHDA's commitment to solving housing problems for returning prisoners, we will engage each appropriate state agency in determining a plan of action for the specified service area following each Taking Action meeting. State agency representatives have been and will continue to be actively involved in the planning and delivery of content for Taking Action Meetings. Both MSHDA and MWA have served on planning committees and helped design trainings. In addition to assuring that the subject matter is accurate and current, involvement of state departments and stakeholder organizations also promotes commitment to assuring MPRI implementation.

1.3 Project Plan

1.301 PROJECT PLAN MANAGEMENT - RESERVED

1.302 REPORTS

The Contractor must submit monthly progress reports on development issues, and monthly reporting on service delivery. The Contractor must also deliver the elements as proposed in the Public Education and Outreach, Training, and Strategic Plans. The Contractor must meet all deadlines and assure that the deliverables submitted are complete and accurate as specified by the State.

The Contractor will submit a monthly summary to the Contract Compliance Inspector (CCI) of activity and progress toward achieving objectives.

The details to be included in the monthly summary report will be finalized with the Contractor after the Contract award with the CCI. The monthly summary report may be submitted via email to the CCI.



Failure to submit timely reports may be considered a breach of contract, and may result in the cancellation of the Contract.

Contractor Response:

MCCD agrees to submit monthly progress reports to the Contract Compliance Inspector that include a summary of activity and progress toward achieving objectives, as well as any deliverables developed during the reporting period.

MCCD will provide all reports in the timeframes specified.

1.4 Project Management

1.401 ISSUE MANAGEMENT

Issues are those things that endanger the project. It includes imminent threats and events that may have already occurred.

The Contractor should propose a standard issue management process for managing the project as part of its bid response. The Contractor should identify the issue management process to be utilized for this project, including responsible parties, phone numbers, email addresses if relevant, and processes.

Contractor Response:

As issues occur, they will be dealt with by the appropriate staff member or sub-contractor, based on assigned roles (see section 1.201). If the issue is not resolved at that level, it will be escalated to the MCCD Executive Director. Issues not resolved by MCCD will be brought to the weekly partner meetings. Our experience is that issues can be identified and resolved very quickly, so long as we maintain constant, open communication with the statewide partners. The monthly reports will document issues as they arise and their resolutions.

1.402 RISK MANAGEMENT

Risk and Issues are not the same. Risks are those things that you can assume or anticipate in a project. Issues are imminent threats or things that have already occurred. Risk management generally involves (1) identification of the risk, (2) assigning a level of priority based on the probability of occurrence and impact to the project, (3) definition of mitigation strategies, and (4) monitoring of risk and mitigation strategy. Risk assessment review should be conducted on a regular basis.

The Contractor should propose a standard risk management process for managing the project as part of its bid response. The Contractor should identify the risk management process to be utilized for this project, including responsible parties, phone numbers, email addresses if relevant, and processes.

Contractor Response:

At this point, we do not anticipate any risks associated with this project. However, throughout the duration of the contract, MCCD will work with the statewide partners and stakeholders to identify potential risks. If a risk is identified, we will use the weekly partners meetings to define a strategy for mitigating the risk. MCCD will take the lead on implementing that strategy and monitoring the impact. As lead administrator for the project, Elizabeth Arnovits, Executive Director of MCCD is responsible for the risk management process. Her contact information is as follows:

Elizabeth Arnovits, Executive Director
Michigan Council on Crime and Delinquency
1115 S. Pennsylvania Avenue, Ste. 201
Lansing, MI 48912
Phone: 517-482-4161
Fax: 517-482-0020
barnovits@miccd.org

**1.403 CHANGE MANAGEMENT**

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

Contractor Response:

MCCD acknowledges and accepts the State's change notice process, and that scope changes with or without an associated cost must be formalized through an official change notice prior initiation of any work related to the change.

1.5 Acceptance**1.501 CRITERIA**

Acceptance of each sub task within each deliverable in Section 1.104 Work and Deliverable will be issued independently by the State. The following criteria will be used by the State to determine Acceptance of the Services and/or Deliverables provided under this SOW.

The State shall have two (2) weeks to review the sub-task of each deliverable to determine if:

- 1) Errors are noted in the draft or,
- 2) The State does not agree with format,
- 3) Additional adjustments or clarification are needed

Once the State forwards its comments to the Contractor, within seven (7) business days the Contractor will forward the State a final revised version for review and comment.

1.502 FINAL ACCEPTANCE - RESERVED



1.6 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

- A. Prices are firm, fixed for the duration of any resulting Contract.
- B. State of Michigan standard payment terms are Net 45 days.
- C. All Contract costs shall be included in the prices specified in Attachment A, and may not be billed separately, including but not limited to printing, copying, development, travel or related expenses.
- D. Compensation and payment will be made when acceptance of deliverables is given by DOC, per Section 1.501, for each of the deliverables as follows:
 - 1. Newsletter- Payment will be made individually after DOC approves each of the four (4) newsletters estimated to be requested.
 - 2. Video Modules- Payment will be made individually as specific milestones are completed: 50% payment for module conversion and posting on the MPRI website with the remaining 50% paid after the DVD's are burned and delivered as specified and approved by DOC.
 - 3. Presentation Materials- Payment of 75% will be made when delivery of the presentation materials has been accepted by DOC. The remaining 25% will be paid after the presentations are completed and approved by DOC.
 - 4. Surveys and Focus Groups- Payment will be made individually after each of the surveys are presented and after completion of each of the focus groups.
 - 5. Issue Briefs and Action Briefs- Payment will be made individually after DOC approves each brief.
- E. The Contractor agrees that the State is not obligated to purchase any of the deliverables or sub-tasks of the deliverables in any amount.

1.7 Additional Terms and Conditions Specific to this SOW

1.701 ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO THIS SOW – RESERVED



Article 1, Attachment A
Pricing

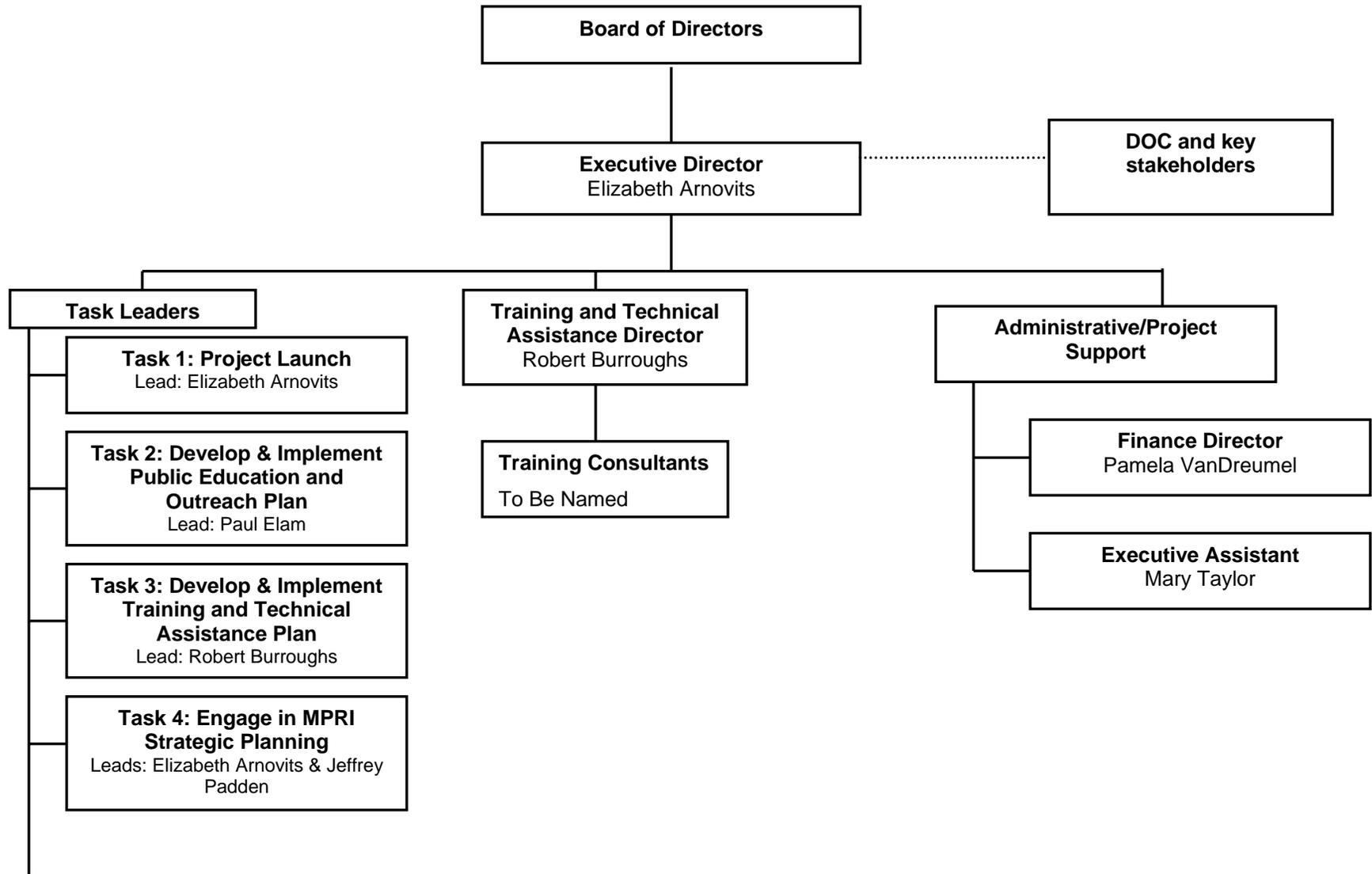
The State is not obligated to purchase any of the deliverables or sub-tasks of the deliverables in any amount and that payment will be issued only for items ordered from individual State departments or agencies.

Section Reference	DELIVERABLE	ANNUAL PRICE	3 YEAR CONTRACT PERIOD TOTAL COST
1.104 A	Newsletter (estimated 4 per year)	\$3,000	\$9,000
1.104 B (1)	Video Modules – Conversion and Upload (estimated 1 per year)	\$2,600	\$7,800
1.104 B (2-4)	Video Modules – Update (1 per year, burn (estimated 300) and distribute (estimated 200 at annual stakeholders meeting, and the remainder upon request)	\$3,000	\$9,000
1.104 C	Presentation Materials <ul style="list-style-type: none"> • Power Point (est. 5/year) • Issue Briefs (est. 4/year) • Action Briefs (est. 6/year) • Brochures (develop 1 and print 5000 per year) • Brochure Inserts (develop 18 and print 1000 per year) 	\$47,400	\$142,200
1.104 D (1)	Surveys (estimated 3 per year)	\$4,000	\$12,000
1.104 E (2)	Focus Groups (estimated 4 per year)	\$2,000	\$ 6,000
1.104 F (3)	Technical Assistance <ul style="list-style-type: none"> • Site visits to each of 18 locations twice per year • Revision of Comprehensive Technical Assistance Plan once per year 	\$205,000	\$615,000
1.104 G (1-3)	Strategic Planning <ul style="list-style-type: none"> • Scale Up meetings • Weekly Partner meetings • Quarterly Strategic meetings 	\$44,000	\$132,000
1.104 H	Transition Training and Knowledge Transfer	\$4,000	\$12,000
<u>TOTAL CONTRACT COSTS</u>			<u>\$945,000</u>



Article 1, Attachment B

Organizational Chart, including Key Personnel and sub-contractors





Article 1, Attachment B
MCCD Organizational Chart for Capacity Building for the MPRI

Staff and Subcontractor Responsibilities

Elizabeth Arnovits, Executive Director – contract negotiations, strategic planning, signature/responsible for final design and submission of plans and deliverables, lead for project launch and co-leader for strategic planning.

Robert Burroughs, Technical Assistance and Training Director – facilitation of internal meetings and notes, assurance that activities and products are completed on time, day-to-day management of project activities, problem solving, leader for training and technical assistance and reporting.

Pamela VanDreumel, Finance Director – fiscal oversight

Mary Taylor, Executive Assistance – project logistical support, administrative support

Public Policy Associates, Inc., Subcontractor –

Jeffrey D. Padden – co-leader for strategic planning

Paul Elam – leader for public education and outreach

TBD Training Consultants – present training content within field of expertise



Article 1, Attachment C, D, E, and F – RESERVED



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

2.012 Attachments and Exhibits

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

2.013 Statements of Work

- (a) The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract, or an amendment to this Contract (see 2.106). Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.
- (b) Unless otherwise agreed by the parties, each Statement of Work (as defined in Article 1) will include, or incorporate by reference to the appropriate Contract Article 1 Attachment containing, the following information:
 - a description of the Services to be performed by Contractor under the Statement of Work;
 - a project schedule (including the commencement and completion dates for all tasks, subtasks (for all projects of sufficient duration and complexity to warrant sub task breakdown), and Deliverables;
 - a list of the Deliverables to be provided, if any, including any particular specifications and acceptance criteria for such Deliverables, and the dates on which the Deliverables are scheduled to be completed and delivered to the State;
 - all Deliverable price schedules and other charges associated with the Statement of Work, the overall fixed price for such Statement of Work and any other appropriate pricing and payment terms;
 - a specification of Contractor’s and the State’s respective performance responsibilities with respect to the performance or completion of all tasks, subtasks and Deliverables;



- a listing of any Key Personnel of Contractor and/or its Subcontractors for that Statement of Work and any future Statements of Work;
 - any other information or provisions the parties agree to include.
- (c) Reserved.
- (d) The initial Statements of Work, as of the Effective Date, are attached to this Contract.

2.014 Issuing Office

This Contract is issued by the Department of Management and Budget, Purchasing Operations ("PO") and the Department of Corrections (DOC) (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:

Rebecca Nevai
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Email nevair@michigan.gov
Phone 517-373-8530
Fax 517-335-0046

2.015 Contract Compliance Inspector

Upon receipt at PO of the properly executed Contract, it is anticipated that the Director of DMB Purchasing Operations, in consultation with the Department of Corrections, 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:

Le'Ann Duran
Office of Offender ReEntry
Department of Corrections
P.O. Box 30003
Lansing, MI 48909
Phone: 517-373-3653
E-mail: duanl@michigan.gov

2.016 Project Manager - RESERVED

2.020 Contract Objectives/Scope/Background

2.021 Background - RESERVED

2.022 Purpose - RESERVED

2.023 Objectives and Scope - RESERVED

2.024 Interpretation - RESERVED

2.025 Form, Function and Utility

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

2.030 Legal Effect and Term**2.031 Legal Effect**

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

2.032 Contract Term

This Contract is for a period of three (3) years commencing approximately September 24, 2007 through September 23, 2010. All outstanding Purchase Orders shall also expire upon the termination (cancellation for any of the reasons listed in 2.210) of the Contract, unless otherwise extended pursuant to the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.033 Renewal(s)

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

2.040 Contractor Personnel**2.041 Contractor Personnel**

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

(b) Key Personnel

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

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

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

(iv) Contractor shall not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. If the Contractor does remove Key Personnel without the prior written consent of the State, it shall be considered an unauthorized removal ("Unauthorized Removal"). It shall not be considered an Unauthorized Removal if Key Personnel must be replaced for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment.



It shall not be considered an Unauthorized Removal if Key Personnel must be replaced because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State shall review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its rights under **Section 2.210**.

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

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

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

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

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

(e) Staffing Levels.

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

(ii) Contractor shall provide sufficient personnel resources for the completion of Contract tasks indicated in Contractor's project plan approved by the State. If the level of personnel resources is insufficient to complete any Contractor Contract tasks in accordance with the Contract time schedule as demonstrated by Contractor's failure to meet mutually agreed to time schedules, Contractor shall promptly add additional qualified personnel resources to the performance of the affected tasks, at no additional charge to the State, in an amount sufficient to complete performance of Contractor's tasks in accordance with the Contract time schedule.



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

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

2.042 Contractor Identification

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

2.043 Cooperation with Third Parties

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

2.044 Subcontracting by Contractor

(a) Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

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

(c) In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor.



The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.

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

(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>.

2.052 PM Methodology Standards - RESERVED

2.053 Adherence to Portal Technology Tools - RESERVED

2.054 Acceptable Use Policy

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

2.060 Deliverables

2.061 Ordering

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

2.062 Software - RESERVED

2.063 Hardware - RESERVED

2.064 Equipment to be New and Prohibited Products - RESERVED

2.070 Performance**2.071 Performance, In General**

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

2.072 Time of Performance

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

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

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

2.073 Liquidated Damages - RESERVED**2.074 Bankruptcy**

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

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

2.075 Time is of the Essence - RESERVED**2.076 Service Level Agreements (SLAs) - RESERVED**2.080 Delivery and Acceptance of Deliverables**2.081 Delivery Responsibilities**

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

(a) Shipment responsibilities - Services performed/Deliverables provided under this Contract shall be delivered "F.O.B. Destination, within Government Premises." The Contractor shall have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.



(b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.

(c) Damage Disputes - At the time of delivery to State Locations, the State shall examine all packages. The quantity of packages delivered shall be recorded and any obvious visible or suspected damage shall be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record such.

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

2.082 Delivery of Deliverables

(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 (2) 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 10% of such excess expenditure to cover the State's general expenses provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

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

2.085 Process for Approval of Written Deliverables

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

2.086 Process for Approval of Services

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



2.087 Process for Approval of Physical Deliverables

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

2.088 Final Acceptance

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

2.090 Financial

2.091 Pricing

(a) Fixed Prices for Services/Deliverables

Each Statement of Work/PO issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. To the extent the parties agree that certain specific Services will be provided on a time and materials basis, such Services shall be provided at the Amendment Labor Rates in the Contract. 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 the Contract 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 the Contract.

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 the Contract. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 2.094**.



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

(b) Taxes (See Section 2.305 and Article 3, Section 3.022-3.024 for additional)
The State is exempt from Federal Excise Tax, State and Local Sales Taxes, and Use Tax with respect to the sale to and use by it of tangible personal property. Such taxes shall not be included in Contract prices as long as the State maintains such exemptions. Copies of all tax exemption certificates shall be supplied to Contractor, if requested.

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

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

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

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

2.093 State Funding Obligation

The State's obligation under this Contract is payable only and solely from funds appropriated for the purpose of this Contract. Contractor acknowledges and agrees that all funds for payments after the end of the current fiscal year are subject to the availability of a legislative appropriation for the purpose of this Contract. Events of non-appropriation are addressed further in **Section 2.210** of this Contract.

2.094 Holdback - RESERVED

2.095 Electronic Payment Availability

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

2.100 Contract Management

2.101 Contract Management Responsibility

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



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

2.102 Problem and Contract Management Procedures

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

2.103 Reports and Meetings - RESERVED

2.104 System Changes - RESERVED

2.105 RESERVED

2.106 Change Requests

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

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

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

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

(a) Change Requests

(i) State Requests

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

(ii) Contractor Recommendations

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



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

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

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

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

2.107 Management Tools

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

2.110 Records and Inspections

2.111 Records and Inspections

The Contractor agrees that the State may, upon 48-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

2.112 Errors

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



(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 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

2.161 Ownership

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 C**, 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

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

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.
- (l) All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or such department within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of such contract.

2.172 Software Warranties - RESERVED**2.173 Equipment Warranty - RESERVED****2.174 Physical Media Warranty - RESERVED****2.175 Standard Warranties****(a) Warranty of Merchantability**

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

(b) Warranty of Fitness for a Particular Purpose

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



(c) Warranty of Title

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

2.176 Consequences for Breach

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

2.180 Insurance

2.181 Liability Insurance

(a) Liability Insurance

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

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

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

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

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

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

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

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



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

1. Commercial General Liability with the following minimum coverage:

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

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

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

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

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

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

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

4. Employers liability insurance with the following minimum limits:

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

(b) Subcontractors

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

(c) Certificates of Insurance and Other Requirements

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



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

2.190 Indemnification

2.191 Indemnification

(a) General Indemnification

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

(b) Code Indemnification

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

(c) Employee Indemnification

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

(d) Patent/Copyright Infringement Indemnification

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

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



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

2.192 Continuation of Indemnification Obligations

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

2.193 Indemnification Procedures

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

(a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within 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 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

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

Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.203 Disaster Recovery

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

2.210 Termination/Cancellation by the State

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

2.211 Termination for Cause

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



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

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

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

2.212 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 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 30 days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

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

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

**2.214 Criminal Conviction**

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

2.215 Approvals Rescinded

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

2.216 Rights and Obligations Upon Termination

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

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

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

2.217 Reservation of Rights

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

2.218 Contractor Transition Responsibilities

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



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

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

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

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

2.219 State Transition Responsibilities

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

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.220 Termination by Contractor

2.221 Termination by Contractor

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

2.230 Stop Work

2.231 Stop Work Orders

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



2.232 Cancellation or Expiration of Stop Work Order

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

2.233 Allowance of Contractor Costs

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

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

(i) The representatives of Contractor and the State shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

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

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

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



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

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

2.253 Injunctive Relief

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

2.254 Continued Performance

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

2.260 Federal and State Contract Requirements

2.261 Nondiscrimination

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

2.262 Unfair Labor Practices

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

2.263 Workplace Safety and Discriminatory Harassment

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

2.270 Litigation

2.271 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act.



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

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

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

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

- (i) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor shall notify the Office of Purchasing Operations.
- (ii) Contractor shall also notify the Office of Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (iii) Contractor shall also notify Purchasing Operations within 30 days whenever changes to company affiliations occur.

2.272 Governing Law

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

2.273 Compliance with Laws

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

2.274 Jurisdiction

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

2.280 Environmental Provision**2.281 Environmental Provision - RESERVED**2.290 General**2.291 Amendments**

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

2.292 Assignment

(a) Neither party shall have the right to assign the Contract, or to assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as such affiliate is adequately capitalized and can provide adequate assurances that such affiliate can perform the Contract. Any purported assignment in violation of this Section shall be null and void. It is the policy of the State of Michigan to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

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

2.293 Entire Contract; Order of Precedence

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

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

2.294 Headings

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

2.295 Relationship of the Parties (Independent Contractor Relationship)

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

2.296 Notices

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

State:

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

with a copy to:

Le'Ann Duran
Office of Offender Re-Entry
Department of Corrections
P.O. Box 30003
Lansing, MI 48909
Phone: 517-373-3653
E-mail: duanl@michigan.gov

Contractor(s):

Elizabeth Arnovits, Executive Director
1115 S. Pennsylvania Ave, Suite 201
Lansing, MI 48912
Phone: 517-482-4161
E-mail: barnovits@miccd.org

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

(b) Binding Commitments

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

2.297 Media Releases and Contract Distribution**(a) Media Releases**

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

(b) Contract Distribution

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

2.298 Reformation and Severability

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

2.299 Consents and Approvals

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

2.300 No Waiver of Default

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

**2.301 Survival**

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

2.302 Covenant of Good Faith

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

2.303 Permits - RESERVED**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

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

Contractor Response (to include city, state, and country):

MCCD and our subcontractors are not involved in providing call or contact center services to the State.

2.308 Future Bidding Preclusion

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

2.310 Reserved



2.320 Extended Purchasing

2.321 MiDEAL - RESERVED

2.322 State Employee Purchases – RESERVED

2.330 Federal Grant Requirements

2.331 Federal Grant Requirements

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

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

http://straylight.law.cornell.edu/uscode/html/uscode31/usc_sec_31_00001352----000-.html

http://www.archives.gov/federal_register/codification/executive_order/12549.html

http://www.archives.gov/federal_register/executive_orders/pdf/12869.pdf

<http://www.epls.gov/epls/servlet/EPLSSearchMain/>



Exhibit A
Approved Sub-Contractors

1. Public Policy Associates
2. An un-named professional graphics organization. (MCCD will submit the sub-contractor information to the DOC CCI for review and approval before the professional design organization begins any work related to this Contract.)



Exhibit B, C, and D – RESERVED