

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

CHANGE NOTICE NO. 4
 to
CONTRACT NO. 071B8200300
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Interactive Procurement Technologies by BidNet 20A Railroad Ave. Albany, NY12205	Janine Rossi	JRossi@bidnet.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(800) 677-1997 x 227	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Mike Breen	(517) 241-7720	BreenM@michigan.gov
BUYER	DTMB	Steve Motz	(517) 241-3215	motzs@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Online Bid System - DTMB			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 15, 2008	September 14, 2011	Five One-Year	September 14, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	1 Year	September 14, 2013
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$74,000.00		
Effective immediately this contract is hereby EXTENDED one year exercising one, one year option. The new end date is September 14, 2013.				
All other pricing, terms and conditions remain the same.				
Per vendor agreement and DTMB Procurement approval.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET September 14, 2011
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI48909
 OR
 530 W. ALLEGAN, LANSING, MI48933

**NOTICE
 TO
 CHANGE NOTICE NO. 3
 CONTRACT NO. 071B8200300**

(Supersedes Contract No.)

between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR Interative Procurement Technologies by BidNet 20A Railroad Ave. Albany, NY12205 <p style="text-align: right;">Email: JRossi@bidnet.com</p>	TELEPHONE: Janine Rossi (800) 677-1997 extension 227 <hr/> CONTRACTOR NUMBER/MAIL CODE <hr/> BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Steve Motz (517) 241-3215 <p style="text-align: center;">Online Bid System - DMB</p>	
CONTRACT PERIOD: 4, 1yr From: September 15, 2008 To: September 14, 2012 <i>options remain</i>	
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>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE(S):

Effective immediately, this contract is hereby EXTENDED one year exercising one, one year option of the five available in this Contract. The new end date is September 14, 2012.

In addition the Contractor will dispose of system records in accordance with the attached State of Michigan records and retention schedules as applicable:

- **General Schedule #5 – Administrative Records,**

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

AUTHORITY/REASON(S):

Per agency request and vendor negotiations completed 9/8/2011.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$74,000.00

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

July 9, 2010

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B8200300
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE: Janine Rossi (800) 677-1997 extension 227
Interative Procurement Technologies by BidNet 20A Railroad Ave. Albany, NY 12205 Email: JRossi@bidnet.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Steve Motz (517) 241-3215 Online Bid System - DMB		
CONTRACT PERIOD: From: September 15, 2008		To: September 14, 2011
TERMS	N/A	SHIPMENT N/A
F.O.B.	N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE(S):

Effective immediately, this contract is hereby INCREASED by \$50,000.00 to allow for enhancements to www.Bid4Michigan.com. The Contract is amended to include the security enhancements described in the attached scope of work.

\$50,000.00 approved by the Administrative Board on 6/30/2010
\$5,950.00 reduced through scope of work (Change Notice #2)
\$44,050.00 available for future enhancements

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

AUTHORITY/REASON(S):

Per agency request and vendor concurrence and Ad Board approval on 6/30/2010.

INCREASE: \$50,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$74,000.00

September 2, 2009

Quote #: 090209A

Prepared By: IPT
20A Railroad Avenue
Albany, NY 12205
Attn: Janine Rossi

Prepared For: State of Michigan
Department of Management & Budget
530 West Allegan Street
Lansing, MI 48909

Proposal For: Add an additional security level for government users to the Bid4Michigan system.

Scope of Work: Create a security level for government users to allow them access to the Bid Libraries (Bid4Michigan, MITN, BidNet's National) and Online Responses. No posting or award capabilities.

Create a new buyer main menu for the new security level with the following links:

- The Bid4Michigan.com Bid Library
- The Bid4Michigan.com & MITN Bid Libraries
- BidNet's National Bid Library
- Online Responses

Add the new security level to the "Security Access Management" area

Modify the "Summary Notice" – Gray out the following links for the new security level:

- Issue New Notice
- Downloading History/Vendor Activity (Summary)
- Detailed Solicitation Statistics

Create a new page for authorized users to view "Online Responses" for bids and quotes (line item or lump sum). This new page will only allow users to view online responses for the agency they are set up under.

Other than the Company Name, no other vendor information will be available.

Estimated Minimum Time to Complete:	4 Days
Rate Per Day:	\$850
Total Estimate:	\$3400

July 21, 2009

Quote #: 072109A

Prepared By: IPT
20A Railroad Avenue
Albany, NY 12205
Attn: Janine Rossi

Prepared For: State of Michigan
Department of Management & Budget
530 West Allegan Street
Lansing, MI 48909

Proposal For: Add an additional security level for government users to the Bid4Michigan system

Scope of Work: Create a security level for government users to allow them access to the Bid Library area only. This security level will allow access to the Bid4Michigan, MITN and the National Bid Libraries.

Create a new buyer main menu for the new security level with the following links:

- The Bid4Michigan.com Bid Library
- The Bid4Michigan.com & MITN Bid Libraries
- BidNet's National Bid Library

Add the new security level to the "Security Access Management" area

Modify the "Summary Notice" – Gray out the following links for the new security level:

- Issue New Notice
- Downloading History/Vendor Activity (Summary)
- Detailed Solicitation Statistics

Estimated Minimum Time to Complete:	3 Days
Rate Per Day:	\$850
Total Estimate:	\$2550

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

July 9, 2010

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B8200300
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE: Janine Rossi (800) 677-1997 extension 227	
Interative Procurement Technologies by BidNet 20A Railroad Ave. Albany, NY 12205 Email: JRossi@bidnet.com		VENDOR NUMBER/MAIL CODE	
		BUYER/CA (517) 241-3215 Steve Motz	
Contract Compliance Inspector: Steve Motz (517) 241-3215 Online Bid System - DMB			
CONTRACT PERIOD:		From: September 15, 2008	To: September 14, 2011
TERMS	N/A	SHIPMENT	N/A
F.O.B.	N/A	SHIPPED FROM	N/A
MINIMUM DELIVERY REQUIREMENTS N/A			

NATURE OF CHANGE(S):

This Change Notice is to document Contract revisions pertaining to MITN:

- 1) **The State of Michigan will not be a member of MITN. Contractor will tie the State and MITN Systems together and offer a discount to vendors who register on both for e-mail notification.**
 - a. Paid MITN members will be offered a pricing discount to join State of Michigan System
(See updated pricing below - Article 1, Section 1.601)
 - b. Paid State of Michigan members will be offered a pricing discount to join MITN System
(See updated pricing below - Article 1, Section 1.601)
- 2) **Attachment B – MITN Agreement is hereby removed from this contract**

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

AUTHORITY/REASON(S):

Per agency request and vendor concurrence

TOTAL ESTIMATED CONTRACT VALUE: \$24,000.00

The following Article 1, Section 1.6 updates the Compensation and Payment Sections agreed upon in the executed contract.

1.6 Compensation and Payment

1.1. Participating Organization (State of Michigan) Fees:

- 1.1.1. Subscription Fees: There will be no subscription or support fees incurred by the State of Michigan.
- 1.1.2. Mailing Fees: Contractor will send an invoice to the State for reimbursement of postage fees incurred to produce the mailing to vendors.
- 1.1.3. Programming Fees: The State agrees to use the **State of Michigan** System on as “as is” basis. Agencies can request custom programming which will be made available as described below

1. Services Available – At Additional Cost to the State:

- a. Ability to sell surplus equipment online. A 5% charge applies to only those items that are sold
- b. Ability to use BidNet’s Development and QA team to add features not currently available. Some examples are shown below. These quotes are obviously estimates. More final pricing can be provided with more details provided by the State:

Description of New Feature	Low End Estimate	High End Estimate
* Contract Management System	\$850 / day	\$850 / day
* Integration with the State Financial System	\$850 / day	\$850 /day

* The number of days to develop these features is totally dependant on the requirements of the State of Michigan

- 1.1.4. Surplus Auction Fees: Contractor will provide an online auction system as an integral part of the **State of Michigan** System. A 5% commission will be paid to Contractor for items sold on the surplus auction system by a participating member.
- 1.1.5. Future Enhancements: Contractor reserves the right to offer future services to the Participating Organization which may or may not include service fees.

1.2. Vendor Registration Fees:

1.2.1 No Notification: This option gives vendors access to search for documents of interest for all Participating Organizations actively using the **State of Michigan** System at no charge, but requires them to remember to login frequently to ensure they catch opportunities before they close. This includes bids, addendums and awards.

1.2.2 Automatic Notification: Vendors that choose to register for automatic notification will pay for e-mail notification at the rates of:

- 1 year - \$49.95/yr, and
- 2 years - \$79.95 (2-years).

This includes notification from all Participating Organizations when bids, addendums and awards are posted on the **State of Michigan** System that matches their profile.

1.2.3 Multiple System Discounts:

Contractor will provide paid MITN vendors a discount of approximately 30%, (\$15) to join the State System, ultimately bringing the cost for MITN vendors to join the State System down to \$35.00 for a total for joint membership of \$84.95.

Contractor will provide paid State of Michigan vendors a discount of approximately 30%, (\$15) to join the MITN System, ultimately bringing the cost for State vendors to join the MITN down to \$35.00 for a total for joint membership of \$84.95.

- 1.2.4** Future Enhancements: New services that Contractor may decide to offer to vendors in the future may come with increased costs but the basic services and pricing schedules as they exist today will remain intact throughout the term of this Agreement.

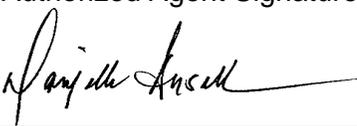
It is expected that Contractor will develop enhanced services for vendors who would like to enter multiple contacts to receive notifications (similar to the services the main contact on each account receives now). If **the State of Michigan** would like to be a beta test site for such enhancements, Contractor will work with the Participating Organizations to keep them informed of our plans for new service options, estimated timelines for production, estimated trial periods, pricing options that may be included, etc.

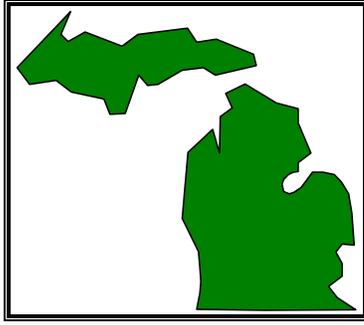
The State of Michigan will be given the option to implement any such enhancements to their vendors as they become available, however, any new charges to vendors to take advantage of any such features will not require negotiation and Contractor is in no way obligated to implement any beta test if it is determined it is not profitable to the Company

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. 071B8200300
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR BidNet 20A Railroad Ave. Albany, NY 12205	TELEPHONE: Danielle Ansell (800) 677-1997 VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-3215 Email: Steve Motz
Contract Compliance Inspector: Steve Motz (517) 241-3215 <p style="text-align: center;">Online Bid System - DMB</p>	
CONTRACT PERIOD: From: September 15, 2008 To: September 14, 2011	
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: In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$24,000.00	

FOR THE VENDOR: <p style="text-align: center;">BidNet</p> <hr/> <p style="text-align: center;">Firm Name</p> <p style="text-align: center;">Danielle Ansell, Executive Vice President</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <p style="text-align: center;"></p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <p style="text-align: center;">Danielle Ansell</p> <hr/> <p style="text-align: center;">Date</p> <p style="text-align: center;">September 15, 2008</p>	FOR THE STATE: <hr/> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Steve Motz, IT Division Buyer</p> <hr/> <p style="text-align: center;">Name/Title</p> <p style="text-align: center;">Purchasing Operations</p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p>
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STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations

Contract No.071B8200300
Online Bid System
BidNet



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Article 1 – Statement of Work (SOW)

1.0 Project Identification

1.001 PROJECT REQUEST

This Contract is for an online bid notification / vendor management system and services provided through the online system, currently used by the Michigan Inter-governmental Trade Network (MITN), or through a similarly made system for the State, herein after defined as the MITN system. The Internet-based procurement system will be a fully integrated system to be used for obtaining goods, consulting, and construction services for the formal and informal solicitation process. The Contractor will provide the State of Michigan “State” with a hosted software solution that will enable the State to provide vendors who belong to the MITN system through an annual subscription, with automatic e-mail (and/or fax) bid notification services. Vendors who are not paying for premium service will receive all other functionality identified in Article 1, Section 1.104 of this contract.

1.002 BACKGROUND

The State of Michigan currently posts all solicitation opportunities greater than \$25,000 on a State website that is accessible to the public. The solicitation opportunities are listed with a title description, and vendors are required to check the website frequently and review the opportunities in order to determine if they are interested in bidding. Vendors have expressed a great desire to be able to register for commodities/services and receive electronic e-mail notifications when a Request for Proposals (RFP) is posted to the website that fits their unique product/service line. This system will provide vendors with this ability.

1.1 Scope of Work and Deliverables

1.101 IN SCOPE

1. **Summary of System Features and Services – Offered At No Charge to the State:**
 - A Full hosting, redundancy and backup services with high security provided with Contractor servers
 - B Ability to customize various areas of the system quickly and easily
 - C Access to Contractor’s marketing team to clean the State vendor database
 - D Mailing services to all State vendors announcing the new system or membership on the MITN System
 - E On-site training for all State users
 - F Full support by Contractor to all State users and vendors
 - G Live access to Contractor support from 8:00 AM – 8:30 PM Eastern Time.
 - H **Public Area of the System that Includes:**
 - i Open and closed bids that allow visitors to preview bid information prior to registering
 - ii Vendor registration options that explain benefits of e-mail notification vs. free search access
 - iii Vendor registration area that can capture authorized signer information for electronic bidding
 - 1 Ability to add up to 6 contacts to receive e-mail notification
 - 2 Ability to select NIGP codes that define the opportunities they want to be notified of
 - 3 Ability to pay by credit card or check if select e-mail notification
 - iv Easy access to contact Contractor support
 - v Vendor Login area that includes forgot username or password feature
 - I **Secure Area for Vendors that Register for E-mail Notification that Includes:**
 - i Documents and addenda that match the company’s profile (NIGP codes)
 - ii All documents and addenda that has been posted to the system
 - iii Ability to submit pricing / respond to quotes online.
 - iv Ability to submit pricing / respond to formal bids and proposals online (when buyers allow) – optional
 - v Ability to work on responses to submit online (store, edit, view, replace, etc)
 - vi. Ability to submit responses by line item or lump sum (based on buyer format)



- vii. Award information that match the company's profile (NIGP codes)
- viii. All award information that has been posted to the system
- ix. Ability to manage their own account information
- x. Ability to add or delete NIGP codes from their company profile
- xi. Ability to contact Contractor support (by email or phone) from 8:00 AM – 8:30 PM Eastern Time
- xii. Easy access to free software viewers (Adobe, Excel, Word)
- xiii. Ability to renew their own account online
- J **Secure Area for Vendors that Register for Free Search Only Access that Includes:**
 - i. Ability to search for documents and addenda of interest by agency (or department)
 - ii. Ability to submit pricing / respond to quotes online.
 - iii. Ability to submit pricing / respond to formal bids and proposals online (when buyers allow) – optional
 - iv. Ability to work on responses to submit online (store, edit, view, replace, etc)
 - v. Ability to submit responses by line item or lump sum (based on buyer format)
 - vi. Ability to search for award information of interest by agency (or department)
 - vii. Ability to manage their own account information
 - viii. Ability to add or delete NIGP codes from their company profile
 - ix. Ability to contact Contractor support (either by email or phone) from 8:00 AM – 8:30 PM Eastern Time
 - x. Easy access to free software viewers (Adobe, Excel, Word)
 - xi. Ability to renew their own account online
- K **Secure Area for State of Michigan Staff that Includes:**
 - i. Advertising and notification services for solicitations:
 - 1 Flexibility to select standard document types and acronyms (RFP, ITB, RFP, etc)
 - 2 Flexibility to add default information to all notice forms to save buyers time
 - 3 Ability to include an auto bid numbering system by document type
 - 4 Flexibility to indicate type of responses allowed by document type (hardcopy, online, or either)
 - 5 Flexibility to indicate plan holder rules and other functions for construction related solicitations
 - 6 Flexibility to indicate the format to use (summary or by line item)
 - 7 Ability to import line items from an Excel spreadsheet
 - 8 Ability to include special notices to vendors (installation, meetings, bid bond required, etc.)
 - 9 Ability to select companies to be notified (by NIGP code, State, City and County)
 - 10 Ability to upload documents one at a time or use a multiple file upload routine (no limit)
 - 11 Ability to watch e-mail messages as they are sent to each company
 - 12 Ability to increase competition by tapping into Contractor's national vendor database
 - ii. Ability to store solicitations to be issued at a later date
 - iii. Ability to add NIGP codes to solicitations already published to contact more vendors
 - iv. Ability to post additional attachments to solicitations already published (not to be used for addenda)
 - v. Ability to recover a solicitation that was being drafted
 - vi. Ability to re-issue / re-publish any solicitation from the bid library
 - vii. Advertising and notification services for addenda:
 - 1 Allows buyers to cancel a solicitation
 - 2 Allows buyers to change a deadline for a solicitation
 - 3 Allows buyers to include general comments with each addendum message
 - 4 Allows buyers to include unlimited attachments with each addendum message
 - 5 Ability to restrict addendum messages to only those companies that attended mandatory meetings
 - viii. Ability to search for NIGP codes prior to creating a new solicitation notice
 - ix. Ability to review responses received from vendors online (including attachments)
 - x. Easy form that allows buyers to view low bidder by line item
 - xi. Advertising and notification services for award information:



- 1 Ability to attach unlimited documents
- 2 The option to publish a notice of the “apparent low bidder” (otherwise known as intent to award)
- 3 The option to publish a notice of the final award
- 4 The option to publish a “no award” notice
- 5 The option to publish only a comment (used when none of the above are appropriate)
- 6 The ability to notify only the companies that responded vs. all companies that matched
- 7 Ability to select multiple companies for an award
- xii. Buyer In-Box area allows easy management of bids closing the current week and those missing awards
- xiii. Ability to search the bid library (this would either be the State bid library or MITN)
- xiv. Access to Contractor’s national bid library for buyers to search for specs from thousands of agencies
- xv. Access to contact Contractor support (either by email or phone) from 8:00 AM – 8:30 PM Eastern Time
- xvi. Access to two “quick guides” that explain each feature of the system and all report options
- xvii. Statistics by buyer that displays number of documents posted (format used, responses received, etc)
- xviii. Ability to manage users with the security access management area
- xix. Ability to search the vendor database (either the State database or MITN)
- xx. Ability to print documents for vendors (rarely used)
- xxi. Ability to “pre-register” a vendor not already in the database
- xxii. Ability to manage plan holder lists online (optional)
- xxiii. Report options include:
 - 1 Activity report for all participating state departments
 - 2 Activity report for all participating agencies (only if join the MITN system)
 - 3 Count of vendors that matched all documents
 - 4 Document matches for a specific vendor
 - 5 Matching and downloading history for a specific document
 - 6 Award history for all participating state departments
 - 7 Detailed solicitation statistics
 - 8 Line items within a solicitation
 - 9 Timeliness of posting award information
 - 10 Vendors that responded late to a solicitation
 - 11 All vendors by state
 - 12 Vendors by NIGP category or code
 - 13 List of all vendors with an e-mail address
 - 14 Registration statistics
 - 15 Renewal statistics
 - 16 Report of minority vendors
 - 17 Vendors that change their account information
 - 18 Business classification and minority company statistics
 - 19 Email service vendors pending activation
 - 20 Minority vendors by NIGP category
 - 21 Number of businesses registered by date range
 - 22 Ability to request additional reports at no charge
- L **Additional Support Service that Include:**
 - i Custom programming – minor changes, new reports, etc. at no charge.
 - ii Follow-up on all undeliverable e-mail messages by Contractor support staff
 - iii Reminder messages for buyers – non construction – sent daily
 - iv Reminder messages for buyers – construction – sent every 3 days to update plan holder lists
 - v Reminder messages for vendors – responses in storage not submitted
 - vi. Renewal messages for vendors – free access vs. e-mail – sent 30 days prior to expiration date



- vii. Inactive messages for vendors – free access vs. e-mail – sent 30 days after expiration date
- viii. No match messages to vendors – free access only – not logged in within 30 days
- ix. Refresher classes for buyers as needed

1.102 OUT OF SCOPE

This solution will not replace the current vendor registration system maintained by the Office of Financial Management. The Contractor solution is for vendors interested in bidding on opportunities, not for vendors interested in registering for Electronic Funds Transfer, or other payee information.

This solution will not replace the State of Michigan legacy systems (ADPICS and R*STARS).

1.103 TECHNICAL ENVIRONMENT

It is currently not within the scope of this contract for the Contractor's solution to interface with existing State of Michigan systems. As an option the State may seek additional services that include interfaces. If the State exercises this option the following shall apply:

The Contractor's solution must be integrated effectively into the State of Michigan's current technical environment and must continue to do so as this environment evolves. The links below provide information on the State's Enterprise IT policies, standards and procedures which includes security policy and procedures, IT strategic plan and the State Unified Information Technology Environment (SUITE).

The State has methods, policies, standards and procedures that have been developed over the years. The Contractor's services and products for this solution must conform to State IT policies and standards.

Enterprise IT Policies, Standards and Procedures:

<http://www.michigan.gov/dit/0,1607,7-139-34305---,00.html>

All software and hardware provided by the Contractor must run on and be compatible with the MDIT Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by MDIT. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The State's Project Manager and MDIT must approve any tools, in writing, before use on any information technology project.

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. Any changes must be approved, in writing, by the State's Project Manager and MDIT, before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:

<http://www.michigan.gov/dit/0,1607,7-139-34305-108216--,00.html>

The State's security environment includes:

- MDIT provided SQL security database.
- Secured Socket Layers.
- SecureID (State Security Standard for external network access and high risk Web systems)

State and Agency Rules



1. Contractor shall follow State/Agency policies for computer and Internet usage and will be required to sign any agreements, as required of the State's own employees:
 - a. PC Acceptable Use Policy at http://www.michigan.gov/documents/PCAcceptableUsePolicy1460_1_72034_7.pdf
 - b. Authentication Requirement for Access to Networks, Systems, Computers, Databases, and Applications at http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf
 - c. Authorization Prerequisite for Access to Protected Data Resources at http://www.michigan.gov/documents/dmb/1350.20_184600_7.pdf
 - d. Access Control Criteria for Right to Use Automated Information Resources at http://michigan.gov/documents/Policy_1350_157471_7.40_Access_Control_Final_PDF.pdf
 - e. Secure Disposal of Installed and Removable Digital Media at http://michigan.gov/documents/Policy_1350_157496_7.90_media_disposal_Final_PDF.pdf
 - f. Michigan State Government Network Security Policy at http://www.michigan.gov/documents/141017_36297_7.pdf
 - g. Enterprise Administration.

IT Strategic Plan:

<http://www.michigan.gov/dit/0,1607,7-139-30637-135173--,00.html>

The State Unified Information Technology Environment (SUITE):

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: <http://www.michigan.gov/suite>

1.104 WORK AND DELIVERABLE

[Overview of the Implementation Process for State of Michigan:](#)

1 Identification of Required Customizations

Contractor will coordinate a demonstration of a system with the most current features. Presentations can be done face-to-face at the agency location, or online via a webinar. Key decision makers will join the presentation in order to familiarize key staff with the systems' capabilities. Areas that may require custom modifications are discussed and carefully documented in order to ensure the system will meet the State's needs prior to going live.

2 Creation of Vendor Notification Letters

Contractor will work with the appropriate staff to create a letter that will be sent to the current list of vendors the State does business with (or have done business with in the past). This letter is to announce and introduce the new bid system and invite their vendors to register online. Letters also typically include a date when the State would expect to begin notifying their vendors electronically when new solicitations are published.

3 Cleansing of the State Vendor Database

The State can choose to process the mailing to their vendors themselves, or use Contractor's marketing team to process the mailing on their behalf. If the Contractor processes the mailing we have found from experience that most vendor lists contain significant duplication, irrelevant records (i.e., non vendors), and erroneous mailing addresses. Contractor work with the United States Post Office as part of this process to validate current mailing addresses. Vendor will "clean" the State database and code each of these type records, then do a mailing to the remaining names using the State's letterhead and envelopes. The State is will review the final results of the Contractor's marketing team determines are "real vendor records" prior to releasing the mailing. There is no charge for this service. The only cost will be actual postage costs incurred by the contractor.



4 **Vendor Registration Assistance**

As vendors begin to register, Contractor's e-Procurement Support staff will assist them with any questions they might have. The State is not required to be involved in helping vendors get registered on the new system.

5 **Account Profile for State**

Contractor will work with the State to complete an account profile form. This form captures all key contacts within the State, staff that will be authorized to use the system (including appropriate security levels), types of documents the State would like to publish and rules associated with each document type. As an example, the State can set a rule to allow online responses for RFQ's, but require hardcopy responses for Bids and RFP's.

6 **Training of State Staff**

While vendors are registering, Contractor will provide onsite training to the State of Michigan staff that will be using the system. Training consists of "walking" through all system features, with a main focus on issuing sealed solicitations, online solicitations, addenda, awards and receiving and reviewing responses received online. Training typically takes the better part of one day. Contractor acknowledges the size of the State staff may preclude training to be completed in one day, and as such will discuss multiple training sessions.

7 **Ongoing Technical Support**

After training is completed and the State is "up and running", they will receive ongoing support from Contractor's Customer and Technical Support staff anytime they require it. All questions from vendors regarding registration, selecting the appropriate product and service codes when registering, responding to solicitations online or by mail, updating their account information, etc, are handled by Contractor's Support teams. Likewise, questions from purchasing staff, or suggestions from them for system enhancements are managed by the State Project Manager and/or Contractor's Support teams, and coordinated with the key decision makers within the State to continue to improve system features if desired.



Overview of Basic System Features:

Three basic areas will be incorporated into the State of Michigan Bid System: A Public Area, A Secure Area for Registered Vendors and A Secure Administration Area for State of Michigan staff. Many of these features are customizable and additional functionality can be included if desired.

The following is a list of the standard features that comprise each of these areas and a brief explanation of how each one works:

THE PUBLIC AREA (A)

A.1 Open and Closed Bid Opportunities

This area allows any visitor to preview the list of open and closed solicitations that are posted to the system by the State. For those solicitations that are still open, vendors are required to register then login to a secure main menu before they are allowed to obtain the supporting documents. All solicitations that are closed allow vendors to access all supporting documents (specifications, addenda and award information) without registering.

A.2 Vendor Registration Options

This area explains the options vendors have prior to registering. This page will be customized based on the business model preferred by State (i.e., if vendors would be required to pay a small annual fee for automatic e-mail notification vs. no fee for notification if the State prefers to pay this cost).

A.3 The Vendor Registration Area

This area captures the information the State would like to require from all vendors that register. The form is customizable and can include or exclude the ability to allow vendors to request small business certification. This process commonly includes the selection of 5 digit NIGP codes to allow vendors to pinpoint the products and services they offer and are interested in receiving notification of. Should the State wish to incorporate a different coding structure Contractor will accommodate any request. After completing the registration process the main contact receives a welcome message with their username and password and instructions where to go to login.

Should the State wish to incorporate electronic signatures into the system, the registration form would also require a minimum of one contact name (maximum of two) who are authorized to sign bids, offers and contracts on behalf of their company. At the end of the registration process, each authorized signer would receive their own message containing their username, password and PIN (digital signature). A valid PIN would be required before a company would be allowed to submit a response to any solicitation online. All PIN#'s are unique and cannot be viewed by any Contractor team member for security purposes.

A.4 Contact Support

A contact support form is easily accessible for any visitor to the system. The form in the public area allows a visitor to submit questions or request assistance quickly and easily by filling out the form and submitting it to Contractor's Support Department by e-mail. For those visitors that may prefer immediate assistance, Contractor's toll free telephone number and hours of operation are also included. Telephone support is available from **8:00 A.M. to 8:30 P.M. Eastern Time.**

A.5 Surplus Auctions

Our auction feature is available to allow the State the ability to sell their unwanted surplus items at their convenience. This area allows visitors to register into a separate database so as not to confuse companies that are seeking to receive bid opportunities from those individuals who are interested in bidding on surplus items. For reference, members of the Michigan "MITN" System have sold almost \$2,000,000 in unwanted items through this program. Items such as computer



equipment, vehicles and even fire trucks have been successfully sold using Contractor's online auction software.

A.6 **Vendor Login Area**

This area allows registered vendors to login to the system with their username and password. Should a vendor forget this information (or their PIN), this area provides a link to quickly request it by providing their e-mail address. Once a vendor successfully logs into the system they have several options available from their main menu. For more details please see section 3.2 "The Secure Area for Registered Vendors" below.

THE SECURE AREA FOR REGISTERED VENDORS (B):

Once a vendor completes the registration process, the following options are available from their main menu:

B.1 **Documents and Addenda That Match the Company Profile**

This link automatically displays the list of open document titles the company has matched with. Any title can be selected from the list to go to a summary notice, which also includes links to all supporting documents. In addition, companies are given an option to review all "closed documents that they matched with" should they wish to review this history.

B.2 **All Documents and Addenda Posted to the System**

This link works similarly to the feature above except it displays all open documents on the system (including the documents the company matched with), and gives the option to review all closed documents as well. This allows companies to ensure they are not missing opportunities.

B.3 **Submitting Pricing / Responding to Solicitations**

Should the State decide to allow online responses to certain solicitations, this area allows each company to view and edit responses they submit online. Companies cannot see each other's information they can only view their own.

For those solicitations that are still open, companies are given instructions on how to respond to each one based on the requirements of the buyer.

For those solicitations that do not allow companies to submit responses online, they are directed to follow the instructions in the specifications and submit hardcopy responses.

For those solicitations that do allow online responses, companies are directed to use the appropriate buttons to either submit pricing, or a no bid response. This program also allows companies to:

- Attach an unlimited number of supporting documents.
- Includes security by capturing a digital signature with each online submission (if the State desires).
- Work on responses and put into storage until complete.
- View line items individually, or in groups of 25.
- Submit multiple responses to each solicitation if they desire.
- Receive various warning messages if they have 30 minutes or less to submit their response.

For those documents that are closed (no longer accepting responses), companies are only given an opportunity to view the information they submitted. No changes or withdrawals can be made.

B.4 **All Documents and Addenda Posted to the System**

This link allows companies to see a list of document titles that have award information



that matches their profile. They can select any title to see the summary notice, which includes the link to the award information and any other supporting documentation the buyer may include.

B.5 **All Award Information Posted to the System**

This link works similarly to the feature above except it displays all solicitations that have award information on the system.

B.6 **Manage Account Information**

This area is designed to be identical to the initial vendor registration form and allows each company to update their information as needed. For those companies that do not visit this area in a six-month period, the system will prompt them to do so when they login. This ensures the State of Michigan Vendor Database remains clean and up-to-date at all times.

Companies not only register themselves online (or with Contractor's assistance), they are also responsible for maintaining and updating their own account information. The State is instantly freed from any current tasks of maintaining and updating vendor (or bidder) lists.

Company reporting numbers (Federal ID and SSN), usernames and passwords are encrypted in the database, but are unencrypted in this area to allow each company to see this information. As the company exits this form this information is re- encrypted in the database.

Additional security is also included in this area to ensure digital signatures (i.e., PIN's) cannot be seen, and any changes to an authorized signers e-mail address prompts the system to send a new PIN. PIN's are encrypted in the database and cannot be unencrypted by Contractor. This would only be applicable if the State decides to add the electronic signature feature to their system.

B.7 **Add or Delete NIGP Codes From the Company Profile**

This area displays the list of NIGP codes the company selected in registration and allows them to add or delete from the list as desired. Should the State wish to use an alternative coding system, Contractor will incorporate it into this area as well.

B.8 **Contact Support**

A contact support form allows a registered company to submit questions or request assistance from Contractor quickly and easily. As they are logged into the system, this form is pre-filled with their company and contact information for faster processing. For those companies that may prefer immediate assistance, Contractor's toll free telephone number and hours of operation are also included. Support is available from 8:00 A.M. to 8:30 P.M. Eastern Time.

B.9 **Access to Free Software Viewers**

Each company main menu provides links to the Word, Adobe and Excel viewers should they require any of these to open attachments to bid solicitation notices.

***Additional Notes for THE SECURE AREA FOR REGISTERED VENDORS:***

The contractors system will be supported by Vendor Registration Fees for E-mail and Fax Notification:

- B.10 The Contractor will implement a system that is supported by companies that select automatic e-mail or fax notification, only the companies that register for these services will be given the menu options above. No charges will be expected of the State.

This business model will also allow all companies to register for free "search only access". This option will require them to login and check the site frequently to ensure they do not miss bid, addenda and award information they may be interested in. Companies that register for "free search only" access are not notified when this information is published. Again, no charges would be expected of the State.

- B.11 Contractor will ensure companies that register for free are prompted to renew their accounts every six months to ensure they want to remain active on the Michigan Bid System and will maintain up-to-date account information.
- B.12 Should a company not renew their account after six months, Contractor will send a 2nd message reminding them that their account is expired and that they need to either login to their main menu and renew online, or contact Contractor for assistance to re-activate their account. Inactive companies that initially registered free will not need to register again as no vendor data will ever be purged from the main State of Michigan Vendor Database. Any inactive account can be reactivated quickly and easily.

Additional Notes for THE SECURE AREA FOR REGISTERED VENDORS (BB):

The State has the option to provide all vendors with access the entire system without vendor registration fees. If this option were to be exercised, the following would apply. Should the State implement a system that is supported by State funds (no vendor registration fees), all companies that register on the State Bid System will be given automatic e-mail (and/or fax) notification service, which will include the menu options above, at no charge.

- BB.1 Contractor will ensure they are prompted to renew their accounts annually to ensure all registered companies who want to remain active on the Michigan Bid System maintain up-to-date account information.
- BB.2 Should a company not renew their account after 12 months, Contractor will send a 2nd message reminding them that their account is expired and that they need to either login to their main menu and renew online, or contact Contractor for assistance to re-activate their account. Inactive companies will not need to register again as no vendor data will ever be purged from the main State of Michigan Vendor Database. Any inactive account can be reactivated quickly and easily.

**THE ADMINISTRATION AREA FOR STATE OF MICHIGAN STAFF (C):**

All State users that are given access to the system will have the following basic options available. Contractor will work with the State to customize these areas if needed and set security levels for each staff member to restrict access from certain features if desired.

C.1 Advertising and Notification Services for Solicitations

The State will have the ability to customize the document types their buyers are allowed to post to the system. There is no limit to the number of supporting documents that can be included with each document type. This allows registered companies to view or print this information quickly and easily from their secure main menu and enable the State to drastically reduce e-mailing, or printing and mailing costs.

- Flexibility to indicate the type of responses allowed within each document type. For instance, Managers are able to set a rule to only allow hardcopy responses for RFP's, but allow hardcopy or online responses for RFQ's. There is no limit to the number of document types allowed.
- Flexibility to indicate various options allowed for buyers when posting construction related documents. These options include whether or not to even allow construction documents to be posted to the system, and if so, the format to be used, the type of responses allowed and rules when displaying the plan holder list online.
- Flexibility to indicate the format to use (summary, or line item). Buyers can publish their notifications in a simple summary paragraph or with more detail by line item. This option is available with each document type.
- The ability to "import" line item information into the system from a spreadsheet. This feature is handy when buyers have numerous line items that they prefer to "prep" locally on their own computer, rather than typing the data in online.
- The ability to select the list of companies to be notified. Additional options are included to add and remove companies by State, City, County, and company name.
- The ability to upload supporting documents that contain multiple folders, sub-folders and documents within those folders with one click, or upload files one at a time.
- The ability to notify additional companies by using Contractor's national vendor database. This feature is very helpful should the State want to increase competition on specific solicitations and there are not enough vendors in the State of Michigan Vendor Database to reach out to.

C.2 Storing Solicitations

Buyers can choose to create solicitations and store them to be released at a later date.

C.3 Add NIGP Codes to a Solicitation

This program can be used to add more codes to a solicitation that has already been posted to the Michigan Bid System. Buyers are given the ability to see the list of companies they originally notified, and pick more company names from the new list that match the new codes they added. Companies who already received



a message are not notified again. As mentioned a couple of times throughout this document, should the State decide to implement a different coding system, Contractor will incorporate it into this area.

C.4 **Post Additional Attachments**

If a buyer would like to post more supporting documents to a solicitation that has already been published they may do so with this feature. All companies that matched the original notice receive a message alerting them that there is additional information they can access. This feature is not to be used in lieu of the "Addendum" program and should only be used for information that is not critical for companies that are planning to respond. As an example, some buyers use this feature to post directions to a meeting. The Michigan Bid System will have a separate feature for buyers to publish addenda.

C.5 **Recover a Lost Solicitation**

Buyers who remain idle on the Michigan Bid System for over 20 minutes will be logged off and required to login again. If they were in the middle of creating a solicitation notice when this occurs, this feature allows them to select the document they were working on from a drop down list and begin where they left off. They do not have to start over from scratch.

C.6 **Re-Issue / Re-Publish a Solicitation**

This feature is handy when a buyer would like to re-issue any document that has been previously published. All solicitation notices will be stored in the State of Michigan Bid Library and provide the ability to be "re-issued". This saves buyers a significant amount of time when they need to re-advertise contracts that are expiring, especially those that contain a significant number of line items. Most of the information in the original solicitation notice can be republished. The only data that would require editing are: the document number, close date and time, and delivery date. Any attachments to the original notice are dropped (specs, addenda and award info), and the buyer can attach new supporting documents if desired.

C.7 **Advertising and Notification Services for Addenda**

The addendum program will allow the State to "cancel" a solicitation, change the close date and time and publish a general comment describing the change to the original notification. Additional options included in this area are:

- The ability to attach an unlimited number of supporting documents to each addendum.
- The ability to restrict addendum messages to only those vendors that attended mandatory conferences, vs. release messages to all companies that matched the original solicitation notice. If mandatory conferences apply, buyers only need to place a check mark next to each company name that attended a conference and that should be notified. If companies are de-selected from receiving an addendum message, and if subsequent addenda are issued, the system will notify only those companies that were selected to receive the last message published.

C.8 **Search for NIGP Codes**

This feature is helpful as it allows buyers the ability to take their time to determine the product and service codes that apply to each solicitation before they begin to post it on the system. Should an alternative to the NIGP Code System be desired, Contractor will incorporate it into this area.

C.9 **Surplus Auctions Area**

This is an optional program that would require each seller within the State to register into a separate database to be able to sell unwanted items. This is a very straight-forward program that is easy to learn and use. More information can be provided should the State be interested in using this feature.

C.10 **Online Responses and Awards Area**



Buyers are given the ability to open all responses received online, but only after solicitations close. Buyers are restricted from accessing any responses received from vendors while solicitations are still open, unless the State chooses otherwise. As an example, some agencies allow their buyers to review response to quotes prior to the deadline, but block this ability for formal bids.

Should the electronic signature program be activated for formal bids, no buyers will be allowed to access bid responses prior to the close date and time specified.

The online and responses and awards area displays all vendor responses at the top of the page, ranked low to high bidder. Vendors who submit “no bid” responses are included at the bottom of the list. To make it easier for buyers, the system will also change company names to red if they took exception to any area of the solicitation.

This area also displays each line item and each company that responded to the line item, again ranked lowest to highest bidder. Alternate brand information can be seen for each response as well as any comments each vendor may have provided. This format allows the buyer to quickly review the original information they requested in each line item and compare it to each vendor’s corresponding response.

This area also allows buyers to switch to “spreadsheet view”. As buyers have different preferences when reviewing this information, buyers can choose the format they are more comfortable using. Several sort options are provided along with the ability to export all results to Excel.

This area also allows the buyers to review each vendor’s complete response, which includes the miscellaneous questions they answered (warranty info, minimum order requirement, discounts, etc.) as well as any supporting documents the vendor may have included and the person who authorized their bid to be submitted online.

When a buyer is ready to make an award (or select the apparent low bidder / intent to award) within each line item, they simply click on the radio button next to the appropriate company name. When all line items show a company selected, buyers are allowed to proceed with posting the preliminary results, or the final award information. Although this program also allows buyers to attach supporting documents we have found this unnecessary as the system automatically tabulates all responses by line item. This eliminates the need for buyers or administrative staff to create tabulated responses so they can focus on more important issues.

When the information is published, the system sends a message to the companies who responded (including companies that responded with a no bid). Vendors that matched but did not respond will not receive a message when this information is published. Buyers can, at their option, override the system and send messages to whichever vendors they would like to, whether they submitted a response or not.

All vendors who are interested in award information can access all awards from their main menu at their convenience. This includes access to award information for solicitations that they did not respond to.

C.11 **Advertising and Notification Services for Award Information**

The State will be given two award programs. One program offers buyers the



ability to enter award information regarding bid responses they receive by hardcopy, the other allows them to review responses received online (by line item or lump sum).

Additional options included in both of these areas are:

- The ability to attach an unlimited number of supporting documents.
- The option to publish a notice of the “apparent low bidder” (otherwise known as intent to award)
- The option to publish a notice of the final award information.
- The option to publish a “no award” notice.
- The option to publish a comment (used when none of the above are appropriate)
- The ability to notify only the companies that responded vs. all companies that matched.
- The ability to select multiple companies for an award.

C.12 **Buyer In-Box Area**

This feature provides buyers with an easy to follow report that includes all solicitations that are closing within the next 5 days, all sealed hardcopy solicitations that are closed but missing award information and all online solicitations that are closed but missing award information. Managers typically use this area to monitor buyer activity to ensure awards are being posted in a timely manner.

C.13 **The State of Michigan Bid Specification Library**

All solicitations (to include supporting documents, addenda and award information) will be stored in the State of Michigan Central Bid Library. The State will have the ability to search for stored solicitations in a multitude of ways including; bid title, product or service category, document number and buyer.

C.14 **Contractor’s National Bid Specification Library**

As a courtesy, the State will also be given the ability to search Contractor’s National Bid Library, where there are thousands of bid specs available for research purposes, should a need arise.

C.15 **Links to Contractor's Support Department**

All State of Michigan staff members can contact Contractor with questions and concerns anytime they need it. Contractor’s hours of operation for telephone support are Monday through Friday, 8:00 AM – 8:30 PM, Eastern Time.

C.16 **Quick Guide Options**

Currently there are two quick guide options that are available to all State users from their main menu. These areas provide brief information how to use each feature on the main administration menu. One section explains the “main menu” options, the other “report options”.

C.17 **Statistics for Each Buyer**

This link provides the buyer who is logged into the system a quick report of the number of formal and informal bids, and the number of formal and informal awards they have posted to the Michigan Bid System. Each of these 4 areas are broken down by type of responses that were allowed (online, hardcopy, or either).

C.18 **Security Access Management Area for State of Michigan**

This feature allows the State to establish accounts by buyer, within each department, and associate rules of what they are allowed to access and publish.

C.19 **The State of Michigan Vendor Database**

All records in the vendor database will be easily accessible and searchable from the “Administration Main Menu”. The ability will be given to look up vendors by



general product or service category, specific product or service code, company name, contacts last name, and account number.

All information collected on a company when they register will be able to be viewed instantly, such as, the status of their account (i.e., active or inactive), the date they registered, general company information such as address, website address, main contact, payment / remittance contact, contacts that are authorized to sign bids, offers and contracts, other minority information, and all product and service codes they selected during registration.

The State will be given the ability to enter comments in any vendor's record quickly and easily. All agency staff can view this information, which includes the date the comment was entered, the user name and the comment itself. Vendors do not have access to this information it will be searchable only by State of Michigan staff.

C.20 **Print Documents for Vendors**

All companies that register on the Michigan Bid System will have the ability to obtain supporting documents online. This feature, though rarely used, will allow the State (or Contractor's Support team), to select the document number a vendor is requesting and tie the order to their vendor id number. This directs the user to the appropriate bid notice to open the links to all supporting documents required to send to any vendor.

By using this program, the Michigan Bid System will track all companies that obtain supporting documents when ordering them outside of the "typical" downloading system from their main menu.

It is more common for agencies to direct companies to Contractor's Support Department when they require hardcopies of bid documents, so it is rare when an agency uses this feature.

C.21 **Pre-Register a Vendor**

The State will have the ability to enter very brief information on companies they would like to send a solicitation notice to, but are not yet registered in the Michigan Bid System. This routine sends an e-mail with an assigned username and password, with instructions where the company should go to login to complete the missing account information.

C.22 **Plan Holder List Management Area**

This area is customizable and will be based on the rules the State of Michigan uses to manage this information internally. Buyers are given the ability to mark companies that are primes vs. subs, mark companies that attended meetings, ordered plans and specs, etc. Should the State wish to de-activate this feature this is also an option.

C.23 **Late Responses from Vendors**

This feature provides buyers with a report to track all late responses vendors attempted online, should an inquiry ever be made. The Michigan Bid System will provide companies with warning messages if they attempt to respond to a solicitation online and they are within 30 minutes of the deadline. Pop-up messages provide companies the exact number of minutes they have left in five-minute intervals in order to ensure they are aware of how much time they have left.

For those companies that attempt to respond online but do not complete their response before the official deadline, they are provided instructions that explain why their response was not accepted. These "late" responses are stored in this area for documentation if ever needed.

C.24 **Reports**

There are numerous reports built into the system that the State will be able to run



at anytime from the “Administration Main Menu”. Examples of some of these reports include; registered vendors by product category or specific commodity/service code, vendors that downloaded specific documents (to include addenda), statistics of how many vendor’s are registered on the system, names and addresses of all registered vendors, new vendors that register each day, minority firms and more.

Should the State require changes or additions to the report options Contractor would typically complete any request the same day, free of charge.

ADDITIONAL SUPPORT SERVICES FROM CONTRACTOR (D):

In addition to the initial setup, mailing to vendors, on-site training for State of Michigan staff, general customer and technical support for all buyers and suppliers, the following are additional support services from Contractor:

D.1 Follow-up on All Undeliverable Messages

Messages that do not get delivered are returned to Contractor’s Support Department for appropriate follow-up. It is important to ensure vendors that match with bids, addenda and awards receive their messages, and if not, are made aware that there is a problem with their e-mail address. Calls are made within 24 hours and vendors are either instructed to login to update their account information, or our support staff will do this for them.

Contractor’s team will also work with vendors to ensure their email program does not block email messages the State attempts to send. This is a common challenge for many companies, and without notification that they are not receiving e-mail messages they would never know, and would miss critical bid information.

D.2 Reminder Messages for Buyers for Non-Construction Documents

Messages are sent to buyers who have solicitations closing that day. Messages provide a link that allows buyers to automatically login to the system and visit their “in-box” for more information, as well as view all solicitations they have closing within the next five days.

D.3 Reminder Messages for Buyers for Construction Documents

Messages are sent to buyers every 3 days to remind them to update the plan holders’ list for those solicitations that are marked as “construction”. Messages provide links that allow buyers to automatically login to the system and visit their “in-box” for more information and view all solicitations they have closing within the next five days, or use a separate link to go directly to the plan holder’s list.

D.4 Reminder Messages for Vendors

Messages are sent to vendors who have bid responses “in storage” that have not been officially submitted for solicitations that are closing that day. Messages provide a link that allows vendors to automatically login to the system and visit their online responses area for more information.

D.5 Renewal Messages to Vendors

Renewal messages are sent 30 days in advance to prompt vendors to login to the system and renew their account. We suggest the State require all vendors renew their accounts once a year for e-mail or fax notification and every six months for vendors that register for free “search only” access.

D.6 Inactive Messages to Vendors

Inactive messages are sent 30 days after each vendor’s expiration date to prompt them a second time to renew their account. Vendors that do not renew their accounts when this second reminder is sent are changed to “inactive” and will no longer be notified of bid opportunities until they login and renew their account.



They do not need to register again.

D.7 No Match Messages to Vendors

Messages are sent to any vendor who has not matched with a solicitation in a five-month period. Messages explain this may be normal based on their product or service line, but invite companies to contact Contractor to review the list of product and service codes to be sure they are not missing opportunities.

D.8 Refresher Classes for Buyers

Contractor offers refresher classes if they would like to review the system features to ensure they are comfortable with any enhancements. Buyers are always welcome to schedule refresher classes via phone at anytime.

1.2 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

Contractor will be responsible for providing all staffing required to provide a fully functioning vendor registration system as identified in Article 1, Section 1.104.

Vendor will provide a single point of contact of all issues relating to the implementation/ rollout and ongoing support of this contract.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

State will provide a single point of contact of all issues relating to the implementation/ rollout.

1.203 OTHER ROLES AND RESPONSIBILITIES

RESERVED

1.3 Project Plan

1.301 PROJECT PLAN MANAGEMENT

Within ten business days of Contract award, Contractor shall submit a project work plan to the designated Contract Compliance Inspector for acceptance by the State.

1.302 REPORTS

Progress reports of all work will be provided to the Department of Management and Budget until the project is closed. Additional reporting requirements are indicated in Article 1, Section 1.104.

1.4 Project Management

1.401 ISSUE MANAGEMENT

See Risk Management as listed below, and provide an appropriate escalation process, including contact information.

1.402 RISK MANAGEMENT

Contractor shall provide implementation assistance at no additional charge to the State.

Beyond implementation Issues will be addressed as follows:

All trouble calls will receive an initial contact response within 24 hours or less, according to the problem severity (see below).

Critical system failures are defined as: failures, or program bugs, which affect multiple users, shut down even a single user, and/or corrupt an entire audit file without regaining lost data. Critical system failures will be escalated as follows: Contractor will make initial contact with reporting user within 1 hour. Critical



system failures are to be resolved within 24 hours of initial trouble report or supply Department Information Technology (DIT) with a work around in that period of time.

Moderate system failures are defined as those issues or program bugs, which interfere with the processing and completion of system designed functions, such as web interface issues. Inability to move an audit to the web will be considered a moderate system failure. Moderate system failures will be escalated as follows: Contractor will make initial contact with reporting user within 24 hours. Moderate system failures are to be resolved within 48 hours of initial trouble report. Failure to resolve moderate system failures within 48 hours will result in the failure being moved to the critical list, and the associated escalation process shall apply.

Low Priority system failures are defined as those issues or program bugs, which cause unexpected processing delays, but do not actually prevent completion of necessary functions, such as individual audit corruption, with the ability to regain lost data expeditiously. Low priority system failures will be escalated as follows: Contractor will make initial contact with reporting user within 48 hours. Low Priority system failures are to be resolved within 5 business days of initial trouble report. Failure to resolve within 5 business days, will cause escalation to the Moderate system failure process, and then finally the Critical if still unresolved.

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. **Vendors who provide products or services prior to the issuance of a Contract Change Notice by the DMB Office of Purchasing Operations, risk non-payment for the out-of-scope/pricing products and/or services.**

1.5 Acceptance

1.501 CRITERIA

RESERVED

1.502 FINAL ACCEPTANCE

Final acceptance is achieved when the supplied product functions according to the requirements, and State of Michigan Project Manager signs off that the solution is performing per the contract requirements.

1.7 Compensation and Payment

1.3. Participating Organization (State of Michigan) Fees:

1.1.6. Subscription Fees: There will be no subscription or support fees incurred by the State of Michigan.

1.1.7. Mailing Fees: Contractor will send an invoice to the State for reimbursement of postage fees incurred to produce the mailing to vendors.

1.1.8. Programming Fees: The State agrees to use the **MITN** System on as "as is" basis. Agencies can request custom programming which will be made available as described below

2. Services Available – At Additional Cost to the State:

- a. Ability to sell surplus equipment online. A 5% charge applies to only those items that are sold
- b. Ability to use BidNet's Development and QA team to add features not currently available. Some examples are shown below. These quotes are obviously estimates. More final pricing can be provided with more details provided by the State:



Description of New Feature	Low End Estimate	High End Estimate
Additions to the Vendor Registration Form on MITN System. This would include same changes to: - Free vendors – update account info form - E-mail vendors – update account info form - Buyer area - search the vendor database - Add new reports to display new info as required (no charge) - Notify all active vendors to update their account forms (approx 7,000 active in August 2008)	\$3,500	\$6,500
Should the State decide to create their own site and not join the MITN System there would be no charge to make the above changes as no vendors would be in the system.	No Charge	No Charge
* Contract Management System	\$850 / day	\$850 / day
* Integration with the State Financial System	\$850 / day	\$850 /day

* The number of days to develop these features is totally dependant on the requirements of the State of Michigan

1.1.9. Surplus Auction Fees: Contractor will provide an online auction system as an integral part of the **MITN** System. A 5% commission will be paid to Contractor for items sold on the surplus auction system by a participating member.

1.1.10. Future Enhancements: Contractor reserves the right to offer future services to the Participating Organization which may or may not include service fees.

1.4. Vendor Registration Fees:

1.2.5 No Notification: This option gives vendors access to search for documents of interest for all Participating Organizations actively using the **MITN** System at no charge, but requires them to remember to login frequently to ensure they catch opportunities before they close. This includes bids, addendums and awards.

1.2.6 Automatic Notification: Vendors that choose to register for automatic notification will pay for e-mail notification at the rates of:

- 1 year** - **\$49.95/yr**, and
- 2 years** - **\$79.95 (2-years)**.

This includes notification from all Participating Organizations when bids, addendums and awards are posted on the **MITN** System that matches their profile.

1.2.7 Future Enhancements: New services that Contractor may decide to offer to vendors in the future may come with increased costs but the basic services and pricing schedules as they exist today will remain in tact throughout the term of this Agreement.

It is expected that Contractor will develop enhanced services for vendors who would like to enter multiple contacts to receive notifications (similar to the services the main contact on each account receives now). If **MITN** would like to be a beta test site for such enhancements, Contractor will work with the Participating Organizations to keep them informed of our plans for new service options, estimated timelines for production, estimated trial periods, pricing options that may be included, etc.



MITN will be given the option to implement any such enhancements to their vendors as they become available, however, any new charges to vendors to take advantage of any such features will not require negotiation and Contractor is in no way obligated to implement any beta test if it is determined it is not profitable to the Company.

1.7 Additional Terms and Conditions Specific to this SOW
RESERVED



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

This Contract is for the State of Michigan. Orders will be issued directly to the Contractor by the Department of Management and Budget on the Purchase Order Contract Release Form.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by Purchasing Operations, State of Michigan, Department of Management and Budget, hereinafter known as Purchasing Operations, for the State of Michigan. Where actions are a combination of those of Purchasing Operations and the State agencies, the authority will be known as the State.

Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Purchasing Operations is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Purchasing Operations and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget
Purchasing Operations
Steve Motz
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 241-3215
motzs@michigan.gov

2.003 NOTICE

Any notice given to a party under this Contract must be written and 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.

2.004 CONTRACT TERM

The initial term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately **9/15/2008** through **09/14/2011**.

Options to Renew. The State reserves the right to exercise five (5), one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

Extension. At the sole option of the State, the contract may also be extended. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.



Written notice, of the State's intent to extend, will be provided to the Contractor before the contract expires. Successful completion of negotiations surrounding the terms of the extension will be a pre-requisite for the exercise of any option year.

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106

Sherman Act, 15 U.S.C.S. § 1 et seq.

Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.

Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the 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. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**2.008 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 this Contract.

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 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.

2.011 SURVIVORSHIP

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

2.012 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.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor/Contractor Obligations**2.101 ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan.

2.102 NOTIFICATION OF OWNERSHIP

RESERVED

2.103 SOFTWARE COMPLIANCE

RESERVED

2.104 IT STANDARDS

1. 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://michigan.gov/dit>.
2. PM METHODOLOGY STANDARDS. The State has adopted a standard documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. This policy is referenced in the document titled "Project Management Methodology" – DMB Administrative Guide Procedure 1380.02 issued June 2000. Vendors may obtain a copy of this procedure, as well as the State of Michigan Project Management Methodology, from the Department of Information Technology's website at <http://www.michigan.gov/projectmanagement>.



The contractor shall use the State's PPM to manage State of Michigan Information Technology (IT) based projects. The Requesting agency will provide the applicable documentation and internal agency processes for the methodology. If the vendor requires training on the methodology, those costs shall be the responsibility of the vendor, unless otherwise stated.

3. **ADHERENCE TO PORTAL TECHNOLOGY TOOLS.** The State of Michigan, Department of Information Technology, has adopted the following tools as its Portal Technology development efforts:

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

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

Under special circumstances vendors that are compelled to use alternate tools must submit an exception request to the Department of Information Technology, Enterprise Application Services Office, e-Michigan Web Development team, for evaluation and approval of each alternate tool prior to proposal evaluation by the State.

2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE)
RESERVED

2.106 PREVAILING WAGE
RESERVED

2.107 PAYROLL AND BASIC RECORDS
RESERVED

2.108 COMPETITION IN SUB-CONTRACTING
RESERVED

2.109 CALL CENTER DISCLOSURE

Vendor and/or all subcontractors involved in the performance of this contract providing call or contact center services to the State of Michigan 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 agreement.

20A Railroad Ave.
Albany, NY 12205
 1-800-677-1997, ext 214

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE
RESERVED

**2.202 CONTRACT PAYMENT SCHEDULE**

See Article 1, Section 1.601

2.203 POSSIBLE PROGRESS PAYMENTS

RESERVED

2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS

RESERVED

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State contractors. Contractor is required register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 PERFORMANCE OF WORK BY CONTRACTOR

RESERVED

2.3 Contract Rights and Obligations**2.301 INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

2.302 CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.303 ASSIGNMENT AND DELEGATION

RESERVED

2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.



2.304 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.

**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.

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

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

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

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

2.305 LIMITATION OF LIABILITY

The Contractor's liability for damages to the State shall be limited to two times the value of the Contract. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.



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

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

2.307 CONTRACT DISTRIBUTION

The State of Michigan, as the licensee, enters into this contract on behalf of all state agencies over which the State has actual or statutory oversight control. The Michigan Department of Information Technology will administer the license for all the agencies on behalf of the State by managing the request for additional users and issuing interagency billings for license fees.

All licensing information, modifications and support will be controlled by the designated Contractor staff for the State of Michigan, who will be responsible for accounting for and controlling the number of licenses and enforcing the terms of this agreement.

2.308 FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

2.310 RESERVED

2.311 RESERVED

2.312 RESERVED

2.313 SOFTWARE LICENSE RESERVED

2.314 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.



2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Purchasing Operations of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Purchasing Operations.** The Contract Compliance Inspector for this project is:

To Be Determined

2.402 RESERVED

2.403 RESERVED

2.5 Quality and Warranties

2.501 RESERVED

2.502 RESERVED

2.503 RESERVED

2.504 **GENERAL WARRANTIES (goods)**
RESERVED

2.505 CONTRACTOR WARRANTIES

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.



9. The contract appendices, attachments, and exhibits identify all software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.
10. The Contractor 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 license use, as applicable, of any and all Deliverables.
11. 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 as set forth 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.
12. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
13. The Contractor is qualified and registered to transact business in all locations where required.
14. 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.
15. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB 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 changes in the business, properties, financial condition, or results of operations of Contractor. 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.

2.506 STAFF

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment



2.507 SOFTWARE WARRANTIES
RESERVED

2.508 RESERVED

2.509 PHYSICAL MEDIA WARRANTY
RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); 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 best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive 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 from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The 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 as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the 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.

2.7 Remedies

2.701 CANCELLATION

The State may cancel 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:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within a reasonable period of, time, 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 cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.
2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not 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 Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The 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 project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to 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 the Contractor's business integrity.



5. 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, section 5, and Civil Service Rule 7. 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.

**2.702 RIGHTS UPON CANCELLATION
RESERVED**

2.703 RESERVED

2.704 INSURANCE

A. 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 coverage provided relative to this Contract/Purchase Order is PRIMARY 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. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See www.michigan.gov/cis

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 both parties sign the Contract 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 coverage afforded under the policies WILL NOT BE CANCELLED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing 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 on the certificate 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 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 on the certificate 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 a self-insurer provides the applicable coverage, 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.

4. Employers liability insurance with the following minimum limits:
 - \$100,000 each accident
 - \$100,000 each employee by disease
 - \$500,000 aggregate disease

5. Employee Fidelity, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00).

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

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



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

B. Subcontractors

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

C. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of 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, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

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

**2.705 SUSPENSION OF WORK
RESERVED**

- 2.8 Changes, Modifications, and Amendments: No modifications of any type will be considered accepted, until a Contract Change Notice is issued by DMB Purchasing Operations.**



**2.801 APPROVALS
RESERVED**

**2.802 TIME EXTENTIONS
RESERVED**

**2.803 MODIFICATION
RESERVED**

**2.804 AUDIT AND RECORDS UPON MODIFICATION
RESERVED**

**2.805 CHANGES
RESERVED**

Attachment Listing:

Attachment A – BidNet Agreement for Services

Attachment B – MITN Agreement



ATTACHMENT A – BidNet Agreement for Services



Attachment A



ATTACHMENT B - MITN Agreement



By-Laws

1. The founding nine members are Cities of Birmingham, Dearborn, Farmington Hills, Rochester Hills, Royal Oak, Sterling Heights, Troy, Warren and the County of Livingston. The founding members will form the MITN steering committee.
2. Each member shall have one vote and a simple majority is required. At any meeting a quorum shall consist of at least five (5) steering committee members after notification to all nine (9) founding members.
3. Each participant of MITN must be a public entity. The steering committee will review and vote on additions and removals of participants in the MITN system.
4. These by-laws may be amended at any meeting provided a two-thirds majority vote is rendered.
5. Participants may submit improvement suggestions to any MITN steering committee member for review and consideration. Upon approval by the steering committee the suggestion will be forwarded to BidNet for consideration and implementation.
6. The user agency agrees to use the MITN system as the primary mechanism for solicitation of ITB's, RFP's, RFQ's, RFI's and SOQ's. Failure to adhere to this requirement may cause removal from the system. Each agency will promote the MITN system to the vendor community.
7. The steering committee reserves the right to remove any member from the MITN system who is found to be in violation of the MPPOA Code of Ethics and/or the terms and conditions of the BidNet agreement and the MITN By-Laws
8. The By-Laws will be accepted and signed by the chief procurement official or designee of the user agency and provided to the designated MITN agency.



PARTICIPATING AGENCIES

CITY OF BIRMINGHAM
 Finance Department
 (248) 844-1900 ext. 319
www.ci.birmingham.mi.us

CITY OF DEARBORN
 Purchasing Division
 (313) 943-2376
www.cityofdearborn.org

CITY OF FARMINGTON HILLS
 Purchasing Division
 (248) 473-9528
www.ci.farmington-hills.mi.us

LIVINGSTON COUNTY
 Purchasing Department
 (517) 562-2318
www.co.livingston.mi.us

CITY OF ROCHESTER HILLS
 Purchasing Division
 (248) 841-2538
www.rochesterhills.org

CITY OF ROYAL OAK
 City Manager's Office
 (248) 246-3202
www.ci.royal-oak.mi.us

CITY OF STERLING HEIGHTS
 Purchasing Division
 (586) 446-2740
www.sterling-heights.net

CITY OF TROY
 Purchasing Department
 (248) 524-3576
www.ci.troy.mi.us

CITY OF WARREN
 Purchasing Division
 586-574-4639
www.cityofwarren.org

Signed and accepted: _____
Name/Title

Agency Name: _____

Date: _____