STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **19**

to

Contract Number **071B6600011**

CURRENT CONTRACTOR	NEW CONTRACTOR
SOCRATA, INC.	TYLER TECHNOLOGIES INC
255 South King Street , Suite 1100	1517 12th Avenue, Suite 101
Seattle, WA 98104	Seattle, WA 98122
John Stehle	Natalie La Barbera
724-355-1992	612-220-0710
john.stehle@tylertech.com	Natalie.LaBarbera@tylertech.com
CV0006686	CV0136837

STATE CONTACTS

Program Manager	Various	DTMB	Contract Administrator	Matt Weiss	DTMB
				(517) 256-9895	
				weissM4@michigan.gov	

CONTRACT SUMMARY

OPEN DATA PORTAL (DTMB CSS) - STATEWIDE, INCLUDING

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 15, 2015	October 14, 2016	4 - 1 Year	October 14, 2023

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (PRC)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$4,351,422.00	$0.00	$4,351,422.00

DESCRIPTION

Effective 11/10/2021, the parties hereby agree to assign this contract from Socrata, Inc. to Tyler Technologies. From this point forward, Tyler Technologies will assume all Contractor responsibilities.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB Central Procurement approval.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Jason Wilkinson	517-643-6992	WilkinsonJ5@michigan.gov

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **18**

to

Contract Number **071B6600011**

CONTRACTOR	
	SOCRATA, INC.
	255 South King Street , Suite 1100
	Seattle, WA 98104
	John Stehle
	724-355-1992
	john.stehle@tylertech.com
	CV0006686

STATE			
	Program Manager	Various	DTMB
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY			
OPEN DATA PORTAL (DTMB CSS) - STATEWIDE, INCLUDING			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
October 15, 2015	October 14, 2016	4 - 1 Year	October 14, 2021
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ PRC	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☒	2-Years	☐		October 14, 2023
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$3,911,422.00	$440,000.00		$4,351,422.00	

DESCRIPTION

Effective 10/14/2021, this Contract is hereby extended through 10/14/2023. This Contract is increased by $440,000.00 to cover the cost through 10/14/2023. Two (2) additional, 1-year options are available, which may extend the Contract through 10/14/2025 at the State's sole discretion. The following amendment is hereby incorporated into the Contract to update the Terms and Pricing.

The State Administrative Board approved funding on 9/24/2020.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Jason Wilkinson	517-643-6992	WilkinsonJ5@michigan.gov

Contract Change Notice Number 18

This Contract Change Notice 18 ("Change Notice") is made effective ("Effective Date") this 14th of October 2021 by and between the Contractor and the State of Michigan

WHEREAS, Socrata, Inc. ("Socrata") and State are parties to an agreement dated 10/15/2015, Contract No. 071B6600011 ("Contract"); and

WHEREAS, on April 30, 2018, Socrata was acquired and became a wholly owned subsidiary of Tyler; and

WHEREAS, Contractor and State desire to amend the terms of the Contract as provided herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Contractor and State agrees a follows:

1. The Michigan Department of Technology, Management, and Budget IT Services "Statement of Work" is revised as follows:

    a. The Period of Coverage: 10/15/2021 – 10/14/2023 (up to 10/14/2025)

    b. Reporting and Meetings: References here and throughout the Contract to "Monthly Active User" are hereby replaced with "User".

    c. The "Payment Schedule" table is hereby replaced with the "Investment Summary" attached to this Change Notice as "Exhibit B ", and Exhibit B is hereby added to the Contract.

    d. Line items 1-3 in the paragraph beginning "The above pricing" is replaced with Exhibit B.

    e. Upon execution of this Change Notice, the Term of the Contract is extended through 10/14/2023 ("Initial Term") with 2, 1-year options, unless earlier terminated in accordance with its terms, and the following provisions are added to the Contract.

2. "Exhibit A" is revised as follows:

    a. The second paragraph beginning with "This contract" is replaced as follows:

        i. This Contract may be renewed for up to two (2) additional one (1) year periods after the two-year Initial Term ending 10/14/2023. Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

b. Section 1, “Definitions” is supplemented with the following:

“Active Account” means an account where the User was invited to the site, accepted the invitation, and where the account has not been deactivated.

“Guest User” means a user that is outside of the organization invited by a User to collaborate on the State’s site.

“Investment Summary” means the agreed upon cost proposal for the products and services attached as Exhibit B.

“SCGC Site” means single domain or instance of a Socrata Connected Government Cloud (“SCGC”) Site, and the number of SCGC Sites is defined in the Investment Summary.

“User” means any Active Account added to the Client’s Site that is not a Guest User.

c. Section 8.2, “Fees During Renewal Terms” is replaced to read as follows:

8.2 Fees During Renewal Terms. Contractor’s Fees are fixed during the first year ending 10/14/2022 of the Renewal Term. Contractor may increase Fees for any subsequent year if usage exceeds 100 Users, as set forth in Exhibit B.

3. This Change Notice is governed by the terms and conditions of the Contract. Except as modified by this Change Notice, the Contract remains in full force and effect.

4. In the event of conflict, the terms and conditions of this Change Notice shall take priority and supersede the terms and conditions of the Contract.

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EXHIBIT B - INVESTMENT SUMMARY

Quoted By:	Doran King
Quote Creation:	8/12/21
Quote Expiration:	2/8/22
Quote Name:	
Contract Start Date	10/15/21
Contract End Date	10/14/23

Sales Quotation For:
State of Michigan
320 S Walnut St Fl 2
Lansing MI 48933-2014

Services:	Firm Fixed Price
Payment Terms:	Net 45
Frequency:	Annual

	Year 1	Year 2	Option Year 3	Option Year 4
	10/15/21 - 10/14/22	10/15/22 - 10/14/23	10/15/23 - 10/14/24	10/15/24 - 10/14/25
Recurring Costs	$ 220,000	$ 220,000	$ 220,000	$ 220,000
One-Time Cost	$ 0	$0	$ 0	$0
Total	$ 220,000	$ 220,000	$ 220,000	$ 220,000

Total Contract Value for Initial Term ending 10/14/2023 (subject to any User increases after Year 1, as set forth in the "Special Conditions" below)	$ 440,000

Tyler Software and Related Services - Annual

Description	SKU	Monthly Term	Quantity	Total Price
Socrata				
Software				
Insights Dashboard	SOC-INS-1	24	1	$ 0
Socrata Connected Government Cloud - Program Edition	SOC-SCGC-PRO	24	1	$ 440,000
	TOTAL			**$ 440,000**

Professional Services (One-Time Services)

Description	Start Date	End Date	Quantity	Sales Price	Total Price
Socrata					
Socrata Consultant	10/15/21	10/14/22	100	$ 0	$ 0
TOTAL					**$ 0**

Maintenance / Uplift Schedule

Description	SKU	Start Date	End Date	Year 1	Year 2	Option Year 3	Option Year 4
Socrata							
Software							
Insights Dashboard	SOC-INS-1	10/15/21	10/14/23	$ 0	$ 0	$ 0	$ 0
Socrata Connected Government Cloud - Program Edition	SOC-SCGC-PRO	10/15/21	10/14/23	$ 220,000	$ 220,000	$ 220,000	$ 220,000

Product Description	
SOC-INS-1 -	A user-friendly dashboard for the exploration, analysis, and benchmarking of data across geographies. If the service is configured to provide benchmarking data from from third party sources (e.g., census bureau), or the Socrata Open Data Network, this data is provided as-is without warranties, is subject to change, and is subject to the data publisher?s terms of use. Capacity Up to 20 datasets total.
SOC-SRV-00500 -	Socrata Consultant (professional services). Socrata Consultants will provide expertise and best practices in data extraction, transformation, standardization and consumability. Using data to manage performance to results. Price is per hour.
SOC-SCGC-PRO -	Socrata Connected Government Cloud - Program: The full Socrata product suite. Limits: 25 Monthly Active Users, 500K External API calls, 2TB of data storage. Includes Silver Support and Standard Education. Excludes: Set-Up

SPECIAL CONDITIONS:

1. In SOC-SCGC-PRO -- Limited to 100 Users instead of 25 Monthly Active Users.
2. If the State of Michigan exceeds 100 Users after the first year of the term, then the pricing for SCGC-PRO will be increased or pro-rated to total $300,000 per year for a maximum of 200 Users. Any increase beyond 200 Users will be negotiated and mutually agreed upon by the parties.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **17**

to

Contract Number **071B6600011**

CONTRACTOR	
	SOCRATA, INC.
	255 South King Street , Suite 1100
	Seattle, WA 98104
	John McLeod
	312-608-1860
	melanie.thaden@tylertech.com
	CV0006686

STATE			
	Program Manager	Various	MULTI
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY			
OPEN DATA PORTAL (DTMB CSS) - STATEWIDE, INCLUDING			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
October 15, 2015	October 14, 2016	4 - 1 Year	October 14, 2020
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ PRC	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		October 14, 2020
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$3,611,422.00	$0.00		$3,611,422.00	

DESCRIPTION

Effective October 14, 2020, State Budget Office (SBO) will be removed from this Contract. Following removal from the Contract, SBO will no longer be held to any financial obligations or agreements in the contract.
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Mike Moody	517-335-1942	MoodyM1@Michigan.gov
DTMB	Jason Wilkinson	517-643-6992	WilkinsonJ5@michigan.gov
DTMB	Heather Boyd	517-373-0447	BoydH@michigan.gov

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **16**

to

Contract Number **071B6600011**

CONTRACTOR	
	SOCRATA, INC.
	255 South King Street , Suite 1100
	Seattle, WA 98104
	Jon Stehle
	724.355.1992
	jon.stehle@tylertech.com
	CV0006686

STATE			
	Program Manager	Various	MULTI
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

OPEN DATA PORTAL (DTMB CSS) - STATEWIDE, INCLUDING

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 15, 2015	October 14, 2016	4 - 1 Year	October 14, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☒	1-year, plus 4, 1-year options	October 14, 2021

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$3,611,422.00	$300,000.00	$3,911,422.00

DESCRIPTION

Effective 9/24/2020, this Contract is hereby extended through 10/14/2021. This Contract is increased by $300,000.00 to cover the cost through 10/14/2021. Four (4) additional, 1-year options are added, which may extend the Contract through 10/14/2025 at the State's sole discretion. The following amendment is hereby incorporated into the Contract to updated the Terms, Security Schedule, and Pricing.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 9/24/2020.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Mike Moody	517-335-1942	MoodyM1@Michigan.gov
DTMB	Jason Wilkinson	517-643-6992	WilkinsonJ5@michigan.gov
DTMB	Heather Boyd	517-373-0447	BoydH@michigan.gov

MICHIGAN DEPARTMENT OF TECHNOLOGY,

MANAGEMENT AND BUDGET

IT SERVICES

STATEMENT OF WORK

Project Title: Useful Life Extension of Tyler Technology Contract # 071B6600011	**Period of Coverage:** 10/15/2020 – 10/14/2021 (up to 10/14/2025)
Requesting Department: DTMB's Office of Continuous Improvement Engagement and Performance Division (EPD)	**Date:** 10/15/2020
Agency Project Owner: Jason Wilkinson	**Phone:** 517-643-6992
DTMB Project Manager: Senthiljumar Kuppuswamy	**Phone:** 517-284-4459

BACKGROUND:

The Tyler Technologies platform is currently used for the following:

- The State's Open Data Portal to host and share tabular data. The Open Data Portal is a collaborative effort by DTMB's Office of Continuous Improvement Engagement and Performance Division (EPD) and DTMB's Enterprise Information Management (EIM) organization. The Open Data Portal provides a cost-effective method for state agencies to share information with constituents including responses to Freedom Of Information Act (FOIA) requests.
- The State's performance management platform to host and share departmental performance information with internal and external stakeholders.
- A customized platform for displaying the Treasury Community Engagement and Finance Division's (CEFD) local government financial dashboards, which helps allow Michigan's local governments to meet revenue sharing reporting requirements, as well as provide a public look at local government finances. In ongoing efforts to increase transparency in government, this platform is additionally utilized to provide local government financial datasets for public consumption.

PROJECT OBJECTIVE: The updating of contract terms, pricing, and security language as required for all new contracts and extensions.

SCOPE OF WORK: This Contract is an extension of the work under the Original Contract with Tyler Technology.

SOFTWARE LICENSES:

See Section 3 of the Contract Terms and Section 3.5 “License Grant for SCGC-PE” of Change Notice 11.

REPORTING and MEETINGS:

- Tyler Technology will provide the following reports monthly:
  - Identified Monthly Active Users. Lists specific users and how many times they signed-in during a given month.
  - Number of Monthly Active Users Overtime by Month. A summarized view of the above data.
  - API calls Overtime. This is extracted from a usage dataset on data.michigan.gov.
  - API calls Overtime by Month. A summarized view of the above
- Tyler Technology will conduct a bi-yearly check in meeting to discuss trends over the last 6 months related to active users and API calls.

DELIVERABLES: Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables will be spelled out in subsequent Change Notices.

ACCEPTANCE CRITERIA: Will be identified in subsequent Statements of Work (SOW) attached to individual Change Notices.

SPECIFIC DEPARTMENT STANDARDS: Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Option Years 1-5

Product	SKU	Price	Product Description
Socrata Connected Government Cloud - Department Edition	SOC-SCGC-DEP	$300,000	Socrata Connected Government Cloud - Department: The full Socrata product suite. Limits: 50 Monthly Active Users, 1M External API calls, 4TB of data storage, 10K Alerts/month. Includes Support and Education. Excludes: Set-Up.
Insights Dashboard	SOC-INS-1	$0	A user-friendly dashboard for the exploration, analysis, and benchmarking of data across geographies. If the service is configured to provide benchmarking data from third party sources (e.g., census bureau), or the Socrata Open Data Network, this data is provided as-is without warranties, is subject to change, and is subject to the data publisher’s terms of use. Capacity Up to 20 datasets total.

Socrata Consultant	$254 per hour	Up to 325 Hours at $0	Socrata SME's that support implementing, automating Tyler technology to achieve client's business goals, and enabling Michigan staff to best leverage Tyler technology to efficiently deliver essential services
	Total:	**$300,000**	

The above pricing includes:

1. The Socrata Connected Government Cloud Department edition to support additional capacity now and in the future as well as the Insights Dashboard in support of Federal reporting requirements at no cost.
2. 325 hours of services (valued at 1 FTE to support State of Michigan priorities).
3. Tyler Technology will provide price certainty and thus no out year increases for each option year of the contract as long as the State stays within the license thresholds.
    a. If the State goes beyond the thresholds in a given year, there will be no automatic price increases. Once an option year is executed, the price is set for the year, and it will not increase.
    b. Usage will be evaluated at the end of each option year and a new price for the following option year will be agreed upon between the State and Tyler Technology if the State is consistently using capacity above the thresholds noted within this SOW.

Payment will be made on an annual basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES: The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

DTMB Office of Continuous Improvement Engagement and Performance Division (EPD):
The designated Agency Project Manager is:
Name: Jason Wilkinson
Department: DTMB
Address: Romney Building, Lansing, MI
Phone Number: 517-643-6992
Email Address: wilkinsonj5@michigan.gov

The designated DTMB Project Managers is:
Name: Senthiljumar Kuppuswamy
Department: DTMB

Address: Mason Building, Lansing, MI
Phone Number: 517-284-4459
Email Address: KuppuswamyS1@michigan.gov

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Work is to be performed at Tyler Technology and State of Michigan facilities in Lansing, Michigan. Requests for alternative work locations must be made to the DTMB and Agency Project Manager.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

STATE OF MICHIGAN
CONTRACT TERMS
Software as a Service (SaaS)
CONTRACT #071B6600011

Upon the execution of this Change Notice, the Term of the Contract is extended to 10/14/2021, with 4, 1-year options added, unless earlier terminated in accordance with its terms, and the following provisions are added to the Contract:

1. **Accessibility Requirements**. Definitions:

(a) **"PAT"** means a document or product accessibility template, including any Information Technology Industry Council Voluntary Product Accessibility Template or VPAT®, that specifies how information and software products, such as websites, applications, software and associated content, conform to WCAG 2.0 Level AA.

(b) **WCAG 2.0 Level AA"** means level AA of the World Wide Web Consortium Web Content Accessibility Guidelines version 2.0.

1.1 All Software provided by Contractor under this Contract, including associated content and documentation, must conform to WCAG 2.0 Level AA. Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for each product provided under the Contract. At a minimum, Contractor must comply with the WCAG 2.0 Level AA conformance claims it made to the State, including the level of conformance provided in any PAT. Throughout the Term of the Contract, Contractor must:

(a) maintain compliance with WCAG 2.0 Level AA and meet or exceed the level of conformance provided in its written materials, including the level of conformance provided in each PAT;

(b) comply with plans and timelines approved by the State to achieve conformance in the event of any deficiencies;

(c) ensure that no Maintenance Release, New Version, update or patch, when properly installed in accordance with this Contract, will have any adverse effect on the conformance of Contractor's Software to WCAG 2.0 Level AA;

(d) promptly respond to and resolve any complaint the State receives regarding accessibility of Contractor's Software;

(e) upon the State's written request, provide evidence of compliance with this Section by delivering to the State Contractor's most current PAT for each product provided under the Contract; and

(f) participate in the State of Michigan Digital Standards Review described below.

1.2 State of Michigan Digital Standards Review. Contractor must assist the State, at no additional cost, with development, completion, and on-going maintenance of an accessibility plan, which requires Contractor, upon request from the State, to submit evidence to the State to validate Contractor's accessibility and compliance with WCAG 2.0 Level AA. Prior to the solution going-live and thereafter on an annual basis, or as otherwise required by the State, re-assessment of accessibility may be required. At no additional cost, Contractor must remediate all issues identified from any assessment of accessibility pursuant to plans and timelines that are approved in writing by the State.

1.3 Warranty. Contractor warrants that all WCAG 2.0 Level AA conformance claims made by Contractor pursuant to this Contract, including all information provided in any PAT Contractor provides to the State, are true and correct. If the State determines such conformance claims provided by the Contractor represent a higher level of conformance than what is actually provided to the State, Contractor will, at its sole cost and

expense, promptly remediate its Software to align with Contractor's stated WCAG 2.0 Level AA conformance claims in accordance with plans and timelines that are approved in writing by the State. If Contractor is unable to resolve such issues in a manner acceptable to the State, in addition to all other remedies available to the State, the State may terminate this Contract for cause under **Section 7.1** of the Contract Terms and Conditions.

1.4 Contractor must, without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State arising out of its failure to comply with the foregoing accessibility standards

1.5 Failure to comply with the requirements in this **Section** shall constitute a material breach of this Contract.

2. Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., and Executive Directive 2019-09, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Contract

3. Contractor Representation. Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.

In addition, the Parties affirm their original intent in entering into this Contract as follows:

WHEREAS the Contract has an initial Effective Date of 10/15/2015;

WHEREAS the Contract was executed with the following typographical errors as follows: Many section references contained in the Contract erroneously refer to **"Error! Reference Source not found."**, instead of referring to the number of the appropriate and intended section;

WHEREAS the parties wish to correct the erroneous error references as of the Effective Date, without impacting the validity or substance of any of the subsequent Change Notices to date;

WHEREAS, Exhibit A is not intended to and does not modify the substance of the Contract, Exhibit A merely corrects certain typographical errors contained in the Contract so that the intent of the parties, at the time of the initial execution of the Contract, is correctly reflected;

NOW THEREFORE, the parties acknowledge and agree that the terms contained in the attached **Exhibit A** represent the true and correct terms of the Contract, as it was executed on the Effective Date. The Contract remains subject to all Change Notices and any other properly executed amendments to, or modifications of, its terms executed subsequent to its Effective Date of 10/15/20.

All other terms of the Contract remain unchanged.

STATE OF MICHIGAN
CONTRACT TERMS
Software as a Service (SaaS)
CONTRACT #071B6600011

EXHIBIT A

This Software as a Service Contract (this "**Contract**") is agreed to between the State of Michigan (the "**State**") and Socrata, Inc. ("**Contractor**"), a Seattle Washington Company. This Contract is effective on 10/15/2015 ("**Effective Date**"), and unless earlier terminated, will expire on 10/14/2016 (the "**Term**").

This Contract may be renewed for up to four (4) additional one (1) year period(s). Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

1. Definitions.
"**Action**" has the meaning set forth in **Section 13.1.**

"**Allegedly Infringing Features**" has the meaning set forth in **Section 13.3(b)(ii)**.

"**Authorized Users**" means all Persons authorized by the State to access and use the Services through the State's account under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

"**Availability Requirement**" has the meaning set forth in **Section 5.1**.

"**Business Day**" means a day other than a Saturday, Sunday or State or Federal Holiday.

"**Change Notice**" has the meaning set forth in **Section 2.2.**

"**Confidential Information**" has the meaning set forth in **Section 10.1**.

"Contract" has the meaning set forth in the preamble.

"**Contract Administrator**" is the individual appointed by each party to (a) administrator the terms of this Contract, and (B) approves and executes any Change Notices under this Contract. Each party's Contract Administrator will be identified in the Statement of Work.

"**Contractor**" has the meaning set forth in the preamble.

"**Contractor Personnel**" means all employees and agents of Contractor, all Subcontractors and all employees and agents of any Subcontractor, involved in the performance of Services.

"**Contractor Security Officer**" has the meaning set forth in **Section 2.5(a).**

"**Contractor Service Manager**" has the meaning set forth in **Section 2.5(a)**.

"**Contractor Systems**" has the meaning set forth in **Section 11.3.**

"**Critical Service Error**" has the meaning set forth in **Section 6.4.**

"**Documentation**" means all generally available documentation relating to the Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services, including any functionality, testing, operation or use thereof.

"**Effective Date**" has the meaning set forth in the preamble.

"**Fees**" has the meaning set forth in **Section 8.1.**

"**Force Majeure Event**" has the meaning set forth in **Section 17.1.**

"**Harmful Code**" means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the State or any Authorized User from accessing or using the Services or Contractor Systems as intended by this Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

"**Hosted Services**" has the meaning set forth in **Section 2.1(a)**.

"**Intellectual Property Rights**" means any and all rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) authorship rights, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"**Loss**" means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers. "Losses" has a correlative meaning.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"**Program Manager**" has the meaning set forth in **Section 2.8**.

"**Process**" means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. "**Processing**" and "**Processed**" have correlative meanings.

"**Representatives**" means a party's employees, officers, directors, consultants, legal advisors and, with respect to Contractor, Contractor's Subcontractors.

"**RFP**" means the State's request for proposal designed to solicit responses for Services under this Contract.

"**Scheduled Downtime**" has the meaning set forth in **Section 5.2**.

"**Service Availability Credits**" has the meaning set forth in **Section 5.3**.

"**Service Error**" means any failure of any Hosted Service to be available or otherwise perform in accordance with this Contract and the Specifications.

"**Service Level Failure**" means a failure to perform the Support Services fully in compliance with the Support Service Level Requirements.

"**Service Period**" means a calendar month.

"**Service Software**" means Contractor's Socrata software application or applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Contractor provides remote access to and use of as part of the Services.

"**Services**" has the meaning set forth in **Section 2.1.**

"**Specifications**" means the specifications for the Services set forth in the applicable Statement of Work and, to the extent consistent with and not limiting of the foregoing, the Documentation.

"**State**" has the meaning set forth in the preamble.

"**State Data**" means any and all information, data, materials, works, expressions or other content that are uploaded, submitted, posted, transferred, transmitted or otherwise provided or made available by or on behalf of the State or any Authorized User for Processing by or through the Hosted Services.

"**State Marks**" has the meaning set forth in **Section 9.6**.

"**State Modification**" has the meaning set forth in **Section 13.2(a).**

"**State Systems**" means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

"**Statement of Work**" means the applicable order form detailing the Services to be provided by Contractor.

"**Subcontractor**" means any entity that performs any Services under this Contract and otherwise has the meaning set forth in **Section 2.4(a)**.

"**Support Request**" has the meaning set forth in **Section 6.4(a)**.

"**Support Service Level Requirements**" has the meaning set forth in **Section 6.4.**

"**Support Services**" has the meaning set forth in **Section 6.**

"**Term**" has the meaning set forth in the preamble.

"**Transition Period**" has the meaning set forth in **Section 7.3.**

"**Transition Responsibilities**" has the meaning set forth in **Section 7.3.**

"**User Data**" means any and all information reflecting the access or use of the Hosted Services by or on behalf of the State or any Authorized User, including any end user profile, visit, session, impression, clickthrough or click-stream data and any statistical or other analysis, information or data based on or derived from any of the foregoing.

2. Services.

2.1 Services. Throughout the Term and at all times in connection with its actual or required performance under this Contract, Contractor will, in accordance with all terms and conditions set forth in this Contract and each applicable Statement of Work, provide to the State and its Authorized Users the following services ("**Services**"):

(a) the hosting, management and operation of the Service Software and other services for remote electronic access and use by the State and its Authorized Users ("**Hosted Services**") as described in one or more written, sequentially numbered, statements of work referencing this Contract, including all Specifications set forth in such statements of work.

(b) service maintenance and the Support Services as set forth in **Section 6.** and in the applicable Statement of Work; and

(c) such other services as may be specified in the applicable Statement of Work.

2.2 Statements of Work. Statements of Work will be effective only when signed by the Contract Administrator and Contractor. Any modifications or changes to the Services under any executed Statement of Work will be effective only if and when memorialized in a mutually agreed written change notice ("**Change Notice**") signed by both Parties, provided, however, that for any Services provided on a limited basis (for

example, on a per user, server, CPU or named-user basis), the State may, at any time, increase or decrease the number of its licenses hereunder subject to a corresponding forward-going adjustment of the Fees to reflect these changes in accordance with the pricing set forth in the applicable Statement of Work.

2.3 Compliance With Laws. Contractor must comply with all applicable Laws as they concern this Contract, including by securing and maintaining all required and appropriate visas, work permits, business licenses and other documentation and clearances necessary for performance of the Services.

2.4 Subcontracting. Contractor will not itself, and will not permit any Person to, subcontract any Services, in whole or in part, without the State's prior written consent, which consent may be given or withheld in the State's sole discretion. Without limiting the foregoing:

(a) Contractor must ensure each Contractor subcontractor (including any subcontractor of a Contractor subcontractor, each, a "**Subcontractor**") complies with all relevant terms of this Contract, including all provisions relating to State Data or other Confidential Information of the State;

(b) the State's consent to any such Subcontractor does not relieve Contractor of its representations, warranties or obligations under this Contract;

(c) Contractor will remain responsible and liable for any and all: (i) performance required hereunder, including the proper supervision, coordination and performance of the Services; and (ii) acts and omissions of each Subcontractor (including, such Subcontractor's employees and agents, who, to the extent they are involved in providing any Services, are deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor;

(d) any noncompliance by any Subcontractor or its employees or agents with the provisions of this Contract or any Statement of Work will constitute a breach by Contractor;

(e) prior to the provision of Services by any Subcontractor, Contractor must obtain from each such proposed Subcontractor:

(i) the identity of such Subcontractor and the location of all its data centers, if any, that will be used in Processing any State Data, which information Contractor shall promptly disclose to the State in writing; and

(ii) a written confidentiality, restricted use, work-for-hire and intellectual property rights assignment Contract in form and substance acceptable to the State, giving the State rights at least equal to those set forth in **Section 9** (State Data), **Section 10** (Confidentiality), **Section 11** (Security) and **Section 12** (Redundancy, Data Backup and Disaster Recovery) and containing the Subcontractor's acknowledgment of, and agreement to, the provisions of **Section 2.5** (Contractor Personnel), a fully-executed copy of which agreement Contractor will promptly provide to the State upon the State's request.

2.5 Contractor Personnel. Contractor will:

(a) subject to the prior written approval of the State, appoint: (i) a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Support Services (the "**Contractor Service Manager**"); and (ii) a Contractor employee to respond to the State's inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto ("**Contractor Security Officer**"); and (iii) other Key Personnel, who will be suitably skilled, experienced and qualified to perform the Services;

(b) provide names and contact information for Contractor's Key Personnel.

(c) upon the reasonable written request of the State, promptly replace any Key Personnel of Contractor.

2.6 Management and Payment of Contractor Personnel. Contractor is solely responsible for the payment

of Contractor Personnel, including all fees, expenses and compensation to, by or on behalf of any Contractor Personnel and, if applicable, the withholding of income taxes and payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits. Contractor will ensure that no Person who has been convicted of a felony or any misdemeanor involving, in any way, theft, fraud, or bribery provides any Services or has access to any State Data or other Confidential Information of the State.

2.7 Time of the Essence. Contractor acknowledges and agrees that time is of the essence with respect to its obligations under this Contract and that prompt and timely performance of all such obligations, including all timetables and other requirements of this Contract and each Statement of Work, is strictly required.

2.8 State Program Manager. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of the State in matters pertaining to the Support Services, including the submission and processing of Support Requests (the "**State Program Manager**").

3. License Grant and Restrictions.

3.1 License Grant. Contractor hereby grants to the State a nonexclusive right to use and access the Services up to the capacity purchased. Contractor hereby grants to the State, a limited, nonexclusive, nonsublicensable, non-transferable term license to access and use the Services and the Service Software made available by Contractor, if any, for use by the State with the Services, including the right to load, store and display State Data (defined below) on the Services.

3.2 License Restrictions. The State will not use or authorize the use of the Services in any manner or for any purpose that is unlawful under applicable Law State may not: operate or use the Services on behalf of other entities or persons (e.g., operate as a service bureau) other than as may be approved by Contractor; modify or otherwise make any derivative uses of the Services, or any portion thereof; or reverse engineer the Services.

3.3 Except for the rights expressly granted to the State, Contractor retains all of its intellectual property rights in the Services and underlying software, and no rights, title or interest to the underlying software are transferred to the State.

3.4 Excess Use. If the State's use of the Hosted Services exceeds the volume of use permitted by the license then in effect under **Section 3.1** and the applicable Statement of Work (including as to the number of uses, users, machines or locations), the State will pay Contractor the Fees attributable to the excess use in accordance with **Section 8**. Such Fees will be Contractor's sole and exclusive remedy for such excess use.

4. Service Preparation.

4.1 Service Preparation. Promptly upon the parties' execution of a Statement of Work, Contractor will take all steps necessary to make the Services procured thereunder ready and available for the State's use in accordance with the Statement of Work and this Contract, including any applicable milestone date or dates set forth in such Statement of Work.

5. Service Levels.

5.1 Contractor will maintain a system uptime of 99% (determined monthly), seven (7) days a week, twenty-four (24) hours per day, not including any unavailability that: (i) results from regularly Scheduled Downtime as set forth in **Section 5.2**; (ii) results from failure of State's hardware or software; (iii) results from the failure of a communication service or other outside service or equipment not within the control of Contractor; or (iv) is beyond the reasonable control of Company (the "**Availability Requirement**").

5.2 Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services in whole or in part ("**Scheduled Downtime**"). All such scheduled outages will occur no more frequently than once per week.

5.3 Remedies for Service Availability Failures. If the actual availability of the Hosted Services is less than the Availability Requirement for any Service Period, such failure will constitute a Service Error for which

Contractor will issue to the State the following credits on the Fees payable for Hosted Services provided during the Service Period ("**Service Availability Credits**"):

Availability	Credit of Fees
≥99.0%	None
<99.0% but ≥95.0%	15%
<95.0%	50%

Any Service Availability Credits due under this **Section 5.3** will be applied in accordance with **Section 8.10**. If the actual availability of the Hosted Services is less than the Availability Requirement in any two (2) of four (4) consecutive Service Periods, then, in addition to all other remedies available to the State, the State may terminate this Contract and/or the applicable Statement of Work on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

6. Support and Maintenance Services. Contractor will provide support services (collectively, "**Support Services**") in accordance with the provisions of this **Section 6**. The Support Services are included in the Services, and Contractor may not assess any additional Fees, costs or charges for such Support Services.

6.1 Support Service Responsibilities. Contractor will:

(a) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;

(b) provide unlimited telephone support during the hours of 9 a.m. to 9 p.m. Eastern Time on Business Days;

(c) Provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and

(d) Respond to and Resolve Support Requests as specified in this **Section 6**.

6.2 Service Monitoring and Management. Contractor will continuously monitor and manage the Hosted Services to optimize availability that meets or exceeds the Availability Requirement. Such monitoring and management includes:

(a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;

(b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full availability; and

(c) if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not available (including by written notice from the State pursuant to the procedures set forth herein or in the applicable Statement of Work):

(i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;

(ii) if Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part:

(A) notifying the State in writing pursuant to the procedures set forth herein or in the applicable Statement of Work that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and

(B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification

set forth in **Section 6.4(b)**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and

(iii) notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

6.3 Service Maintenance. Contractor will continuously maintain the Hosted Services to optimize availability that meets or exceeds the Availability Requirement. Such maintenance services include providing to the State and its Authorized Users:

(a) all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Hosted Services, including the Service Software, that Contractor provides at no additional charge to its other similarly situated customers; and

(b) all such services and repairs as are required to maintain the Hosted Services or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services, so that the Hosted Services operate properly in accordance with this Contract and the Specifications.

6.4 Support Service Level Requirements. Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 6.4** ("**Support Service Level Requirements**"), this Contract and the applicable Statement of Work.

(a) Support Requests. The State will classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a "**Support Request**"). The Program Manager will notify Contractor of Support Requests by e-mail, telephone or such other means as the parties may hereafter agree to in writing.

(b)

Severity Level	**Nature of Impact**	**Initial Response Target**	**Follow-up Response Target**
1: Critical	A widespread unavailability of a Socrata data site or mission-critical service. (e.g. State's Socrata website cannot be accessed, State's Socrata site cannot accept dataset uploads due to issues with Socrata application)	30 minutes	Hourly
2: Medium	An incident resulting in moderate impact on operations, such as a noticeable performance degradation in a Socrata powered datasite or temporary unavailability of a non-mission critical service/feature (e.g. State's site performance is slow to respond to user commands due to issues with the Socrata application, or images fail to render on a site but the basic functionality and API is still operational)	4 hours	Daily
3: Minor/ Low Impact	An incident that disrupts a Socrata-powered datasite or service that can be circumvented with minimal impact to operations. (e.g. sort or filter functionality is temporarily	12 hours	Twice weekly until close, or a set date for follow-up

	disrupted on a Socrata visualization, but the data is still available**)**.		
4: Service Requests	Service requests that do not impact service.	24 hours	Weekly until close, or a set date for follow-up

6.5 Critical Service Errors and Termination Right. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, then, in addition to all other remedies available to the State, the State may terminate this Contract and/or the applicable Statement of Work on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

7. Termination, Expiration and Transition.

7.1 Termination for Cause. In addition to any right of termination set forth elsewhere in this Contract:

(a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of State Systems, State Data, or the State's facilities or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or (iii) breaches any of its material duties or obligations under this Contract. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this **Section 7.1**, the State will issue a termination notice and Contractor will have 30 days to cure the breach giving rise to the termination notice.

(c) The State will only pay for amounts due to Contractor for Services accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Services from other sources.

7.2 Termination for Convenience. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. For any termination other than budget shortfalls the State will give Contractor 30 day written notice and the State will pay Contractor any outstanding amounts owed the Contractor for the contracted Services to the extent the funds are available.

7.3 Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days; the "**Transition Period**"),provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Statement of Work rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all State Data; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "**Transition Responsibilities**"). The Term of this Contract is automatically extended through the end of the Transition Period and the State will pay the contracted fees during the Transition period.

7.4 Effect of Termination. Upon and after the termination or expiration of this Contract or one or more Statements of Work for any or no reason:

(a) Contractor will be obligated to perform all Transition Responsibilities specified in **Section 7.3**.

(b) All licenses granted to Contractor in State Data will immediately and automatically also terminate. Contractor must promptly destroy all State Data under its control and not required by Contractor for its Transition Responsibilities, if any.

(c) Contractor will (i) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information; (ii) permanently erase the State's Confidential Information from its computer systems; and (iii) certify in writing to the State that it has complied with the requirements of this **Section**, in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any.

(d) Notwithstanding any provisions of this Contract or any Statement of Work to the contrary, upon the State's termination of this Contract or any Statement of Work for cause pursuant to **Section 7.1**, the State will have the right and option to continue to access and use the Services under each applicable Statement of Work, in whole and in part, for a period not to exceed one hundred and eighty (180) days from the effective date of such termination pursuant to the terms and conditions of this Contract and each applicable Statement of Work and at a reduced rate of fifty (50%) off the applicable Fees set forth in each such Statement of Work.

7.5 Survival. The rights, obligations and conditions set forth in this **Section 7** and **Section 1** (Definitions), **Section 7.4** (Effect of Termination; Data Retention), **Section 9** (State Data), **Section 10** (Confidentiality), **Section 11** (Security), **Section 13** (Indemnification), **Section 14** (Limitations of Liability), **Section 15** (Representations and Warranties), **Section 16** (Insurance) and **Section 19** (General Provisions), and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Contract, survives any such termination or expiration hereof.

8. Fees and Expenses.

8.1 Fees. Subject to the terms and conditions of this Contract and the applicable Statement of Work, including the provisions of this **Section 8**, the State shall pay the fees set forth in the applicable Statement of Work, subject to such increases and adjustments as may be permitted pursuant to **Section 8** ("**Fees**").

8.2 Fees During Renewal Terms. Contractor's Fees are fixed during the Initial Term. Contractor may increase Fees for any Renewal Term by providing written notice to the State at least sixty (60) calendar days prior to the commencement of such Renewal Term. An increase of Fees in effect for the twelve (12) month period prior to any Renewal Term may not exceed the lesser of:

(a) three percent (3%) of the Fees effective during the immediately preceding twelve (12) month period of the Initial Term or Renewal Term; or

(b) the amount equal to eighty percent (80%) of the percentage by which the then most-recently published Consumer Price Index (CPI) exceeds the CPI published in the same month of the preceding calendar year, it being understood and agreed that, if the CPI is no longer published, Contractor and the State will negotiate, in good faith to select a new index that best reflects and accounts for cost changes relevant to Contractor's business. No increase in Fees is effective unless made in compliance with the provisions of this **Section 8**.

8.3 Responsibility for Costs. Contractor is responsible for all costs and expenses incurred in or incidental to the performance of Services, including all costs of any materials supplied by Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business.

8.4 Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all Fees are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

8.5 Invoices. Contractor will invoice the State for all Fees in electronic format, via such delivery means and to such address as are specified by the State in writing from time to time. If more than one Statement of Work is

in effect, Contractor shall provide separate invoices for each Statement of Work. Each separate invoice must: (a) clearly identify the Statement of Work to which it relates, in such manner as is required by the State; (b) list each Fee item and Service Credit separately; (c) include sufficient detail for each line item to enable the State to verify the calculation thereof; (d) for Fees determined on a time and materials basis, report details of time taken to perform Services, and such other information as the State requires, on a per-individual basis; and (e) include such other information as may be required by the State as set forth in the applicable Statement of Work.

8.6 Payment Terms. Invoices are due and payable by the State, in accordance with the State's standard payment procedures as specified in 1984 Public Act no. 279, MCL 17.51, *et seq*., within forty-five (45) calendar days after receipt, provided the State determines that the invoice was properly rendered.

8.7 Contract State Audits of Contractor.

(a) During the Term, and for seven (7) years after, Contractor must maintain complete and accurate books and records regarding its business operations relevant to the calculation of Fees and any other information relevant to Contractor's compliance with this **Section 8.7**. During the Term, and for three (3) years after, upon the State's request, Contractor must make such books and records and appropriate personnel, including all financial information, available during normal business hours for inspection and audit by the State or its authorized representative, provided that the State: (a) provides Contractor with at least fifteen (10) days prior notice of any audit, and (b) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations.

(b) The State may take copies and abstracts of materials audited. The State will pay the cost of such audits unless an audit reveals an overbilling or over-reporting of five percent (5%) or more, in which case Contractor shall reimburse the State for the reasonable cost of the audit. Contractor must immediately upon written notice from the State pay the State the amount of any overpayment revealed by the audit, together with any reimbursement payable pursuant to the preceding sentence.

8.8 Payment Does Not Imply Acceptance. The making of any payment or payments by the State, or the receipt thereof by Contractor, will in no way affect the responsibility of Contractor to perform the Services in accordance with this Contract, and will not imply the State's acceptance of any Services or the waiver of any warranties or requirements of this Contract, including any right to Service Credits.

8.9 Withhold Remedy. In addition and cumulative to all other remedies in law, at equity and under this Contract, if Contractor is in material default of its performance or other obligations under this Contract or any Statement of Work and fails to cure the default within fifteen (15) days after receipt of the State's written notice of default, the State may, without waiving any other rights under this Contract, elect to withhold from the payments due to Contractor under this Contract during the period beginning with the sixteenth (16th) day after Contractor's receipt of such notice of default, and ending on the date that the default has been cured to the reasonable satisfaction of the State, an amount that, in the State's reasonable judgment, is in proportion to the magnitude of the default or the Service that Contractor is not providing. Upon Contractor's cure of the default, the State will cause the withheld payments to be paid to Contractor, without interest. Upon a final and binding legal determination that the State has withheld any payment in bad faith, such payment shall promptly be paid to Contractor, plus interest at the maximum legal rate.

8.10 Service Availability Credits. Contractor acknowledges and agrees that each of the Service Availability Credits and assessed pursuant to **Section 5.3**: (a) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the corresponding Service Error or Service Level Failure, which would be impossible or very difficult to accurately estimate; and (b) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract or be payable to the State upon demand. No Service Availability Credits for any Service Period may exceed the total amount of Fees that would be payable for that Service Period if the Services were fully provided in accordance with this Contract and the Specifications.

8.11 Right of Set-off. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

8.12 Support Not to be Withheld or Delayed. Contractor may not withhold or delay any Hosted Services or Support Services or fail to perform any other Services or obligations hereunder by reason of: (a) the State's good

faith withholding of any payment or amount in accordance with this **Section 8**; or (b) any dispute whatsoever between the parties, including any payment or other dispute arising under or concerning this Contract or any other agreement between the parties.

9. State Data.

9.1 State Data. The State may not upload any content: (i) that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objection; (ii) that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; or (iii) that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party.

9.2 No Liability for Data. Contractor takes no responsibility and assumes no liability for any State Data or end user data posted, stored or uploaded on the Services by the State or any third party, or for any loss or damage thereto, nor is Contractor liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity that the State and its end users may encounter. The State's reliance on any content that it obtains through use of the Services is at the State's own risk.

9.3 Removal of Content; Violations. Although Contractor has no obligation to screen, edit or monitor any of the State Data or other non-Contractor provided content posted on the Services, CONTRACTOR RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY CONTENT POSTED OR STORED ON THE SERVICES OR UPLOADED TO THE SERVICES IN VIOLATION OF THIS CONTRACT OR TO REQUIRE STATE TO DO THE SAME, AND STATE IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY STATE DATA POSTED OR STORED ON THE SERVICES AT STATE'S SOLE COST AND EXPENSE.

9.4 State Data. The State owns all State Data and State Marks (defined below), including any intellectual property rights therein. The State may remove the State Data from the Services at any time. Upon removal, State Data will not be available for further download or use. The State acknowledges that users who have previously downloaded or otherwise used any State Data prior to the date the State Data was made unavailable will be able to use the previously obtained State Data after such termination. Such continued use will not be a breach of this license by Contractor.

9.5 Licenses from State. During the term of this Contract, the State grants Contractor and its affiliates a non-exclusive, royalty-free and fully sub-licenseable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display State Data on or in connection with the Services or to provide services to users. Provided however, that Contractor will assume liability resulting from modifications, adaptations, derivative works the Contractor may make from the State Data.

9.6 State Marks. The State grants Contractor and its affiliates and sub-licensees the right to display and use the State's name, trademark and/or logos provided by the State (the "**State Marks**") in connection with the State Data and the Services. All goodwill associated with Contractor's use of the State Marks will inure to the benefit of State.

10. Confidentiality.

10.1 Meaning of Confidential Information. The term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

10.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor's subcontractor is permissible where: (a) the subcontractor is a Permitted Subcontractor; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor's responsibilities; and (c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any of the Contractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 10**.

10.3 Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

10.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

10.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. If Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and certify the same in writing within five (5) calendar days from the date of termination to the other party.

11. Security.

11.1 Protection of the State's Confidential Information. Throughout the Term and at all times in connection with its actual or required performance of the Services hereunder, Contractor will:

(a) maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies and, to the extent such practices and standards are consistent with and not less protective than the foregoing requirements, are at least equal to applicable best industry practices and standards;

(b) provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or Processing of such information that ensure a level of security appropriate to the risks presented by the Processing of the State's Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards.

(c) take all reasonable measures to:

(i) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein;

(ii) prevent (A) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (B) the State's Confidential

Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (C) unauthorized access to any the State's Confidential Information;

(d) continuously monitor its systems for potential areas where security could be breached.

11.2 Unauthorized Access. Contractor may not access, and shall not permit any access to, State Systems, in whole or in part, whether through Contractor's Systems or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State Systems must be solely in accordance with this Contract, and in no case exceed the scope of the State's authorization pursuant to this **Section 11.2**. All State-authorized connectivity or attempted connectivity to State Systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies.

11.3 Contractor Systems. Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor to access State Systems or otherwise in connection with the Services ("**Contractor Systems**") and shall prevent unauthorized access to State Systems through the Contractor Systems.

11.4 Security Audits. During the Term, Contractor will:

(a) maintain complete and accurate records relating to its data protection practices and the security of any of the State's Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State's Confidential Information and any other information relevant to its compliance with this **Section 11.4**;

(b) upon the State's request, and at the sole cost of the State, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of this Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request and sole cost, include penetration and security tests, of any and all Contractor Systems and their housing facilities and operating environments; and

(c) if Contractor engages a third party auditor to perform a Statement on Standards for Attestation Engagements No. 16 (SSAE 16) audit of Contractor's operations, information security program or disaster recovery/business continuity plan, Contractor will provide a copy of the audit report to the State upon request. Any such audit reports will be recognized as Contractor's Confidential Information.

11.5 Nonexclusive Remedy for Security Breach. Any failure of the Services to meet the requirements of this Contract with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of this Contract for which the State, at its option, may terminate this Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

12. Redundancy and Data Backup. Contractor must, in accordance with the provisions of this **Section 12**, maintain or cause to be maintained disaster avoidance procedures designed to safeguard the availability of the Hosted Services, in each case throughout the Term and at all times in connection with its actual or required performance of the Services hereunder. The force majeure provisions of **Section 17**. do not limit Contractor's obligations under this **Section 12**.

12.1 Redundant Hosting and Connectivity. Contractor will simultaneously operate a mirror system at a location in the United States that is geographically remote from the primary system on which the Service Software

and Hosted Services are hosted. Except for its location, the mirror system must: (a) be identical in all respects to the primary system; (b) have hardware and software, network connectivity, power supplies, backup generators and other similar equipment and services that operate independently of the primary system; (c) have fully current backups of all the State Data stored on the primary system; and (d) have the ability to provide the Hosted Services in accordance with this Contract and the Specifications during the performance of routine and remedial maintenance or any outage or failure of the primary system fails. Contractor will operate, monitor and maintain such mirror system so that it may be activated within five (5) hours of any failure of the Hosted Services to be available.

12.2 Data Backup. Contractor will conduct, or cause to be conducted, daily back-ups of State Data.

13. Indemnification.

13.1 General Indemnification. Contractor must defend, indemnify and hold harmless the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors from and against all Losses arising out of or resulting from any third party claim, suit, action or proceeding (each, an "**Action**") that does or is alleged to arise out of or result from:

(a) any negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or nonperformance of any Services or other activity actually or required to be performed by or on behalf of, Contractor (including, in the case of Contractor, any Contractor Personnel) under this Contract, provided that, to the extent that any Action or Losses described in this **Section 13.1.** arises out of, results from, or alleges a claim that any of the Services does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Rights or other rights of any third party, Contractor's obligations with respect to such Action and Losses, if any, shall be subject to the terms and conditions of **Section 13.2.** through **Section 13.3.** and **Section 13.4**.

13.2 Infringement Indemnification By Contractor. Contractor must indemnify, defend and hold the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors harmless from and against all Losses arising out of or resulting from any Action that does or is alleged to arise out of or result from a claim that any of the Services, or the State's or any Authorized User's use thereof, actually does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of a third party, provided however, that Contractor shall have no liability or obligation for any Action or Loss to the extent that such Action or Loss arises out of or results from any:

(a) alteration or modification of the Hosted Services or Service Software by or on behalf of the State or any Authorized User without Contractor's authorization (each, a "**State Modification**"), provided that no infringement, misappropriation or other violation of third party rights would have occurred without such State Modification and provided further that any alteration or modification made by or for Contractor at the State's request shall not be excluded from Contractor's indemnification obligations hereunder unless (i) such alteration or modification has been made pursuant to the State's written specifications and (ii) the Hosted Services, as altered or modified in accordance with the State's specifications, would not have violated such third party rights but for the manner in which the alteration or modification was implemented by or for Contractor; and

(b) use of the Hosted Services by the State or an Authorized User pursuant to this Contract in combination with any software or service not provided, authorized or approved by or on behalf of Contractor, if (i) no violation of third party rights would have occurred without such combination and (ii) such software or service is not commercially available and not standard in Contractor's or the State's industry and there are no Specifications, Documentation, or other materials indicating Contractor's specification, authorization or approval of the use of the Hosted Services in combination therewith.

13.3 Mitigation.

(a) If Contractor receives or otherwise learns of any threat, warning or notice alleging that all, or any component or feature, of the Services violates a third party's rights, Contractor must promptly notify the State of such fact in writing, and take all commercially reasonable actions necessary to ensure the State's continued right to access and use such Services and otherwise protect the State from any Losses in connection therewith, including investigating such allegation and obtaining a credible opinion of counsel that it is without merit.

(b) Subject to the exclusions set forth in clauses (a) and (b) of **Section 13.2.**, if any of the Services or any component or feature thereof is ruled to infringe or otherwise violate the rights of any third party by any court of competent jurisdiction, or if any use of any Services or any component thereof is threatened to be enjoined, or is likely to be enjoined or otherwise the subject of an infringement or misappropriation claim, Contractor must, at Contractor's sole cost and expense:

(i) procure for the State the right to continue to access and use the Services to the full extent contemplated by this Contract and the Specifications; or

(ii) modify or replace all components, features and operations of the Services that infringe or are alleged to infringe ("**Allegedly Infringing Features**") to make the Services non-infringing while providing equally or more suitable features and functionality, which modified and replacement services shall constitute Services and be subject to the terms and conditions of this Contract.

(c) If neither of the remedies set forth in **Section 13.3(b)** is reasonably available with respect to the Allegedly Infringing Features then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will refund to the State any prepaid Fees for Services that have not been provided.; and

(d) The remedies set forth in this **Section 13.3** are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified pursuant to **Section 13.1** and **Section 13.2**.

13.4 Indemnification Procedure. The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 13.4**, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

14. Limitations of Liability.

(a) Disclaimer of Damages. Neither party will be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this contract for consequential, incidental, indirect, or special damages, including without limitation lost profits and lost business opportunities.

(b) The Parties' Limitation of Liability. In no event will either party's aggregate liability to Contractor under this contract, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this contract, exceed the amount of fees paid by the State in the 12 months preceding the action giving rise to the claim

(c) The limitations and exclusions to Contractor's liability set forth in **Sections 14(a)** and **14(b)** shall not apply to Contractor's indemnification obligations under **Section 13**.

15. Contractor Representations and Warranties.

15.1 Authority and Bid Response. Contractor represents and warrants to the State that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) it has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;

(c) the execution of this Contract by its Representative has been duly authorized by all necessary organizational action;

(d) when executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms;

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

(f) all written information furnished to the State by or for Contractor in connection with this Contract, including Contractor's bid response to the RFP, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading; and

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

15.2 Software and Service Warranties. Contractor represents and warrants to the State that:

(a) Contractor has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Services will have, the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;

(b) neither Contractor's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Contract does or at any time will: (i) conflict with or violate any applicable Law, including any Law relating to data privacy, data security or personal information; (ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or (iii) require the provision of any payment or other consideration by the State or any Authorized User to any third party, and Contractor shall promptly notify the State in writing if it becomes aware of any change in any applicable Law that would preclude Contractor's performance of its material obligations hereunder;

(c) as accessed and used by the State or any Authorized User in accordance with this Contract and the Specifications, the Hosted Services, Documentation and all other Services and materials provided by Contractor under this Contract will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;

(d) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened Action, and it has not received any written, oral or other notice of any Action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services or Service Software does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services or its other obligations under this Contract, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;

(e) the Service Software and Services will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Contract, including the Availability Requirement provisions set forth in **Section 5**;

(f) all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully describe the Hosted Services in all material respects such that at no time during the Term or any additional periods during which Contractor

does or is required to perform the Services will the Hosted Services have any material undocumented feature;

(g) the Contractor Systems and Services are and will remain free of Harmful Code;

(h) Contractor will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations (including the Availability Requirement and Support Service Level Requirements) under this Contract;

(i) During the term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Services, will apply solely to Contractor's (or its subcontractors) facilities and systems that host the Services (including any disaster recovery site), and regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State systems or networks; and

(j) Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third party software provider for any reason whatsoever.

15.3 Disclaimer. except for the express warranties in this contract, Contractor hereby disclaims all warranties, whether express, implied, statutory or otherwise under or in connection with this contract or any subject matter hereof.

16. Insurance.

16.1 Insurance Requirements**.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations Deductible Maximum: $50,000 Each Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04; (2) include a waiver of subrogation; and (3) for a claims-made policy, provide 3 years of tail coverage.
Umbrella or Excess Liability Insurance	
Minimal Limits: $4,000,000 General Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds, and (2) include a waiver of subrogation.
Motor Vehicle Insurance	
Minimal Limits:	

$1,000,000 Per Occurrence	
Workers' Compensation Insurance	
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimal Limits: $100,000 Each Accident $100,000 Each Employee by Disease $500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimal Limits: $1,000,000 Each Occurrence $1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
Minimal Limits: $3,000,000 Each Occurrence $3,000,000 Annual Aggregate Deductible Maximum: $50,000 Per Loss	
Property Insurance	
Property Insurance covering any loss or damage to the State-owned office space used by Contractor for any reason under this Contract, and the State-owned equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The State must be endorsed on the policy as a loss payee as its interests appear.	

If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

16.2 Non-waiver. This **Section 16.2** is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

17. Force Majeure.

17.1 Force Majeure Events. Subject to **Section 13**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a "**Force Majeure Event**"), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

17.2 State Performance; Termination. In the event of a Force Majeure Event affecting Contractor's performance under this Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate this Contract by written notice to Contractor if a Force Majeure Event affecting Contractor's performance hereunder continues substantially uninterrupted for a period of five (5) Business Days or more. Unless the State terminates this Contract pursuant to the preceding sentence, any date specifically designated for Contractor's performance under this Contract will automatically be extended for a period up to the duration of the Force Majeure Event.

17.3 Exclusions; Non-suspended Obligations. Notwithstanding the foregoing or any other provisions of this Contract:

(a) in no event will any of the following be considered a Force Majeure Event:

(i) shutdowns, disruptions or malfunctions of the Contractor Systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or

(ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event; and

(b) no Force Majeure Event modifies or excuses Contractor's obligations under **Section 8.10** (Service Availability and Service Availability Credits), **Section 6.5** (Critical Service Errors and Termination Right), **Section 9** (State Data), **Section 10** (Confidentiality), **Section 11** (Security), **Section 12** (Redundancy and Data Backup) or **Section 13** (Indemnification), or any Availability Requirement, Support Service Level Requirement, Service Availability Credit obligations under this Contract or an applicable Statement of Work.

18. Reserved.

19. General Provisions.

19.1 Further Assurances. Each party will, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Contract.

19.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

19.3 Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

19.4 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Contractor:
Socrata, Inc.
83 S. King St., Suite 107

Seattle, WA 98104
E-mail: contracts@socrata.com
Attention: Dan Wassel
Title: CFO

If to the State:
Matt Weiss
Sr. Category Analyst
DTMB Procurement
Weissm4@michigan.gov

Notices sent in accordance with this **Section 19.4** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

19.5 Headings. The headings in this Contract are for reference only and do not affect the interpretation of this Contract.

19.6 Entire Contract. This Contract, including all Statements of Work and other Schedules and Exhibits, constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Contract and those of any Schedule, Exhibit or other document, the following order of precedence governs: (a) first, this Contract, excluding its Exhibits and Schedules; and (b) second, the Exhibits and Schedules to this Contract as of the Effective Date. No terms on Contractors website, browse-wrap, shrink-wrap, click-wrap or other non-negotiated terms and conditions provided with any of the services, or documentation hereunder will constitute a part or amendment of this contract or is binding on the state or any authorized user for any purpose. All such other terms and conditions have no force and effect and are deemed rejected by the state and the authorized user, even if access to or use of such service or documentation requires affirmative acceptance of such terms and conditions.

19.7 Assignment. Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Contract, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior written consent, such consent not to be unreasonably withheld. The State has the right to terminate this Contract in its entirety or any Services or Statements of Work hereunder, pursuant to **Section 7.1**, if Contractor delegates or otherwise transfers any of its obligations or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Contractor of any of such obligations or performance. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Contractor (regardless of whether Contractor is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Contract for which the State's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this **Section 19.7** is void.

19.8 No Third-party Beneficiaries. This Contract is for the sole benefit of the parties and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

19.9 Amendment and Modification; Waiver. This Contract may only be amended, modified or supplemented by an agreement in writing signed by each party's Contract Administrator. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19.10 Severability. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Contract or

invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19.11 Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process

19.12 Equitable Relief. Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this **Section 19.12**.

19.13 Counterparts. This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Contract. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the Effective Date by their duly authorized representatives.

Schedule 1: Data Security Requirements

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** shall have the respective meanings given to them in the Contract.

"**Contractor Security Officer**" has the meaning set forth in **Section 2** of this Schedule.

"**Contractor Systems**" has the meaning set forth in **Section 5** of this Schedule.

"**FISMA**" means The Federal Information Security Modernization Act of 2014 (44 U.S.C. ch. 35, subch. III § 3541 et seq.)..

"**Hosted Services**" means the hosting, management and operation of the computing hardware, ancillary equipment, networking, Software, firmware, data, other services (including support services), subcontractors, and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.

"**NIST**" means the National Institute of Standards and Technology.

"**PSP**" means the State's publicly available IT Policies, Standards and Procedures

"**SSAE**" means Statement on Standards for Attestation Engagements.

2. Contractor will appoint a Contractor employee to respond to the State's inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto ("**Contractor Security Officer**").

3. Protection of the State's Confidential Information. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

3.1. the Software and data must be hosted in a FedRAMP cloud environment, and Contractor must maintain a FedRAMP authorization or an annual SSAE 16 SOC 2 Type 2 audit for the Hosted Services throughout the Term;

3.2. All Software and Data in third party Hosting Provider environments must have FedRAMP authorization, and Contractor must maintain hosting in a FedRAMP authorized computing environments for the Contracted Services throughout the Term.

3.3. maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies as set forth in the Contract**,** and must, at a minimum, remain compliant with FedRAMP and NIST Special Publication 800-53 (most recent version) MOD Controls using minimum control values as established in the applicable SOM PSP's;

3.4. provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, modification, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of the State's Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards;

3.5. take all reasonable measures to:

(a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to

disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and

(b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State's Confidential Information;

3.6. ensure that State Data is encrypted in transit and at rest using AES AES encryption and a key size of 128 bits or higher encryption;

3.7. ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML) or comparable mechanisms; and

3.8. for any State requirements which are unique or outside the scope of the FedRAMP Moderate baseline, provide information and response to specific questions per request from the State.

4. Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through Contractor's Systems or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this **Section 4**. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

5. Contractor Systems. Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor in connection with the Services ("**Contractor Systems**") and shall prevent unauthorized access to State systems through the Contractor Systems.

6. Security Audits. During the Term, Contractor will:

6.1. maintain complete and accurate records relating to its data protection practices, IT security controls, and the security logs of any of the State's Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State's Confidential Information and any other information relevant to its compliance with this Schedule;

upon the State's request, make all such State records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. Subject to Contract Change Notice 11, the State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Contractor Systems and their housing facilities and operating environments; and

6.2. if requested by the State, provide a copy of Contractor's FedRAMP System Security Plan, subject to a written nondisclosure agreement, to the State within thirty (30) days after Contractor's receipt of such report. Any such audit reports will be recognized as Contractor's Confidential Information.

7. Nonexclusive Remedy for Security Breach. Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State data not provided for public availability or other Confidential Information of the State, subject to Section 10.4 of the Software as a Service Contract (Exhibit A), including any related backup, disaster recovery or other policies, practices or procedures is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

SCHEDULE 2: Disaster Recovery Plan

(Contractor's Disaster Recovery Plan will be provided upon a signed NDA.)

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **15**

to

Contract Number **071B6600011**

CONTRACTOR	
	SOCRATA, INC.
	255 South King Street , Suite 1100
	Seattle, WA 98104
	John McLeod
	312-608-1860
	melanie.thaden@tylertech.com
	CV0006686

STATE			
	Program Manager	Various	MULTI
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

OPEN DATA PORTAL (DTMB CSS) - STATEWIDE, INCLUDING

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 15, 2015	October 14, 2016	4 - 1 Year	October 14, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$3,371,422.00	$240,000.00	$3,611,422.00

DESCRIPTION

Effective 11/19/2019, this Contract is hereby increased by $240,000.00 for the Office of Good Government's Connected Government Cloud for the period 10/1/2019 – 9/30/2020.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 11/19/2019.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Mike Moody	517-335-1942	MoodyM1@Michigan.gov
DTMB	Jim Willems	(517) 335-2109	willemsj@michigan.gov
DTMB	Jason Wilkinson	517-643-6992	WilkinsonJ5@michigan.gov
DTMB	Heather Boyd	517-373-0447	BoydH@michigan.gov

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **14**

to

Contract Number **071B6600011**

CONTRACTOR	
	SOCRATA, INC.
	255 South King Street , Suite 1100
	Seattle, WA 98104
	John McLeod
	312-608-1860
	john.mcleod@tylertech.com
	CV0006686

STATE			
	Program Manager	Various	MULTI
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

OPEN DATA PORTAL (DTMB CSS) - STATEWIDE, INCLUDING

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 15, 2015	October 14, 2016	4 - 1 Year	October 14, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$3,371,422.00	$0.00	$3,371,422.00

DESCRIPTION

Effective 10/10/2019, the following amendment is hereby incorporated into the Contract to repurpose hours from the existing SOW under Change Notice 11. No additional funding is needed at this time; existing funds are adequate to support this change.

Please note, the Contractor Contract Administrator has been changed to John McLeod.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Mike Moody	517-335-1942	MoodyM1@Michigan.gov
DTMB	Jim Willems	(517) 335-2109	willemsj@michigan.gov
DTMB	Jason Wilkinson	517-643-6992	WilkinsonJ5@michigan.gov
DTMB	Heather Boyd	517-373-0447	BoydH@michigan.gov

STATE OF MICHIGAN - CHANGE ORDER

SEPTEMBER 26, 2019

This Change Order (CO) outlines one-time services (the "Services") that Tyler Technologies ("Tyler") will provide to the State of Michigan, (Client) as modified from the order, statement of work, or services document dated July 30, 2018 (the "Agreement").

1 Change Order Summary

- ❑ Training and Education
- ❑ Additional Consulting Hours
- ❑ Travel and Expenses
- ☑ Other (e.g. extend date(s) of milestones, phase, etc.)

2 Number of Tyler Hours (not to exceed): 397 hours included in the Agreement

3 Description of Work

Re-purpose hours from the existing SOW for:

- Planning work session. (8 hours)
- Use the datasets and spatial assets moved to data.michigan.gov powering the Department of Treasury's Community Financial Insights dashboard site to re-configure the application and Open Data Network connection to point to the new domain and turn off the existing domain. (24 hours)
- Training on how to use GIS Connectors. (4 hours)
- Training on how to use an SFTP client to connect to S3 and manually update data (images). (4 hours)
- Development and marketing the re-launch of the State's new data.michigan.gov Homepage. (8 hours)
- Planning and execution of the new administration's performance program. (100 hours)

4 Roles and Responsibilities

- Tyler: remain as defined in the original Statement of Work
- Client: remain as defined in the original Statement of Work

5 Onsite Work

- ❑ Yes
- ☑ No

6 Expiration of Extension

The services associated with this Change Order have been extended from September 30th, 2019 to March 31, 2020.

7 Total Fees for the Services

- Excluding Travel and Expense (not to exceed): USD $0
- Travel and Expense (estimate): USD $0

8 Total Amount Due

- USD $0

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **13**

to

Contract Number **071B6600011**

CONTRACTOR	
	SOCRATA, INC.
	255 South King Street , Suite 1100
	Seattle, WA 98104
	Melanie Thaden
	919-636-1989
	melanie.thaden@tylertech.com
	CV0006686

STATE			
	Program Manager	Various	DTMB
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY			
OPEN DATA PORTAL (DTMB CSS) - STATEWIDE, INCLUDING			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
October 15, 2015	October 14, 2016	4 - 1 Year	October 14, 2020
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ PRC	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		N/A
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$3,303,422.00	$68,000.00		$3,371,422.00	

DESCRIPTION

Effective 7/17/2019, this contract is hereby increased by $68,000.00 to renew the Transparency Website for the period 10/15/2019- 10/14/2020.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Mike Moody	517-335-1942	MoodyM1@Michigan.gov
DTMB	Jim Willems	(517) 335-2109	willemsj@michigan.gov

Quoted By:	David Shames
Quote Expiration:	1/8/2020
Quote Name:	Michigan Budget Office 2019 Renewal
Quote Number:	2019-89302
Quote Description:	Michigan Budget Office 2019 Renewal
Contract Start Date:	10/15/2019
Contract End Date:	10/14/2020

Sales Quotation For
State of Michigan State Budget Office
111 S. Capitol Avenue
Lansing , MI 48933
Phone: (517) 241-5150

Summary	One Time Fees	Recurring Fees
Total Tyler Annual		$68,000.00
Total Tyler Services	$0.00	
Summary Total	$0.00	$68,000.00
Contract Total	$68,000.00	

Tyler Software and Related Services - Annual

Description	Quantity	List Price	Sales Price	Net Price
Software				
Open Expenditure	1	$18,000	$18,000	$18,000
Open Data Portal - Basic	1	$61,555	$50,000	$50,000
TOTAL:				**$68,000**

Misc. The subscription term is extended through the pricing document and Change Notice 13. Except as modified Change Notice 13, the Agreement between Socrata and Customer, Contract No 071B6600011, remain in full force and effect.

Exhibit A: Solution Descriptions

Product	SKU	Descripton
Open Expenditure	SOC-APP-OE	A ready-to-deploy app that lets citizens explore their government's expenditures, along every step of the process, and at ever level of the allocation hierarchy. For use with Socrata Open Data Portal and as part of the Socrata Financial Transparency Suite. Includes up to 15 hours of professional services. U.S. customers only. Price is per month.
Open Data Portal - Basic	SOC-OD-B	The Basic portal offers a complete software-as-a-service platform that includes the following usage limits: 150 Datasets; 10 Premium APIs; Up to 5 million API calls per month; Up to 1 TB in bandwidth per month; 5 Microsites; Native Support for Geospatial Data; Up to 50,000 Geocoding Requests per month; Sitewide Usage Analytics. Price is per month.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **12**

to

Contract Number **071B6600011**

CONTRACTOR	
	SOCRATA, INC.
	255 South King Street , Suite 1100
	Seattle, WA 98104
	Melanie Thaden
	919-636-1989
	melanie.thaden@tylertech.com
	CV0006686

STATE			
	Program Manager	Various	
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

OPEN DATA PORTAL (DTMB CSS) - STATEWIDE, INCLUDING

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 15, 2015	October 14, 2016	4 - 1 Year	October 14, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	1-year	☐		October 14, 2020

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$3,065,422.00	$238,000.00	$3,303,422.00

DESCRIPTION

Effective 5/28/2019, this Contract is increased by $238,000.00 ($70,000 for the period between 5/1/2019 – 9/30/2019; and $168,000 for the period between 10/1/2019 –9/30/2020) for Michigan's Department of Treasury to upgrade their Connected Government Cloud platform per the attached Statement of Work. The final option year available on this contract is hereby exercised. The revised contract expiration date is 10/14/2020.

Please note, Exhibit 2 in this Change Notice was originally referenced in Change Notice 11, but the exhibit was left off. It is now added and can be referenced by both Change Notice 11 and 12.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement, and State Administrative Board approval on 5/21/2019.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
071	Mike Moody	517-335-1942	MoodyM1@Michigan.gov
071	Jim Willems	(517) 335-2109	willemsj@michigan.gov

MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
IT SERVICES
STATEMENT OF WORK

Project Title: **Connected Government Cloud Upgrade**	
Requesting Department: **Department of Treasury**	**Date:** **4/2/2019**
Agency Project Manager: **Rodney Taylor**	**Phone:** **(517) 241-7029**
DTMB Contract Administrator: **Garrick Paraskevin**	**Phone:** **(517) 256-7516**

This Contract Change Notice #12 is made by and between Socrata, Inc., a wholly owned subsidiary of Tyler Technologies, Inc. with offices at 255 South King Street, Suite 1100, Seattle, WA 98104 ("Contractor") and the State of Michigan Office of Good Government ("State").

WHEREAS, Contractor and the State are parties to an agreement dated 10/15/2015, Contract No 071B6600011 ("Contract"); and

WHEREAS, Contractor and the State desire to amend the terms of the Contract as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Contractor and the State agree as follows:

1. The Products and Services for the Contract period of October 1, 2018 through September 30, 2019 are updated and depicted in the Product and Services Description & Pricing attached as Exhibit 1 (Exhibit 1) and the Statement of Work attached as Exhibit 2 (Exhibit 2) to this Contract Change Notice are hereby incorporated into and added to the Agreement as of February 14, 2019. Payment fees and costs for such items shall conform to the following terms:

    a. The total hours for the Professional Services, defined in the attached quotation will be tracked and billed in fifteen (15) minute increments.

    b. Unless otherwise provided herein, the Services identified in the attached quotation, along with applicable expenses, shall be invoiced as provided and/or incurred.

2. The parties agree to add the additional products as set forth in Table 1 to the subscription period of May 1, 2019 through September 30, 2019.
3. The parties agree to renew the subscription with the products as set forth in Table 2 for a period of October 1, 2019 through September 30, 2020.

Products and Services PAYMENT SCHEDULE:

Table 1:

Additional Software and Related Services – for 5/1/2019 – 9/30/2019				
Description	**Quantity**	**Annual Sales Price**	**Annual Uplift**	**Net Price**
Socrata Connected Government Cloud - Department Edition	5 months	$168,000.00	0%	**$70,000.00**
Insights Dashboard	5 months	$0	0%	**$0**
			Total:	**$70,000.00**

Table 2

Software and Related Services – for 10/1/2019 – 9/30/2020				
Description	**Quantity**	**Annual Sales Price**	**Annual Uplift**	**Net Price**
Socrata Connected Government Cloud - Department Edition	1 year	$408,000.00	0%	**$408,000.00**
Insights Dashboard	1year	$0	0%	**$0**
			Total:	**$408,000.00**

Software and Related Services –Breakdown			
	5/1/2019 – 9/30/2019	**10/1/2019 – 9/30/2020**	**Grand Total**
Subscription Cost	$70,000.00 (additional cost)	$408,000.00	**$478,000.00**
Professional Services Cost	$0.00	$0.00	**$0.00**
Total	**$70,000.00**	**$408,000.00**	**$478,000.00**

Software and Related Services –Breakdown by Agency			
	5/1/2019 – 9/30/2019	**10/1/2019 – 9/30/2020**	**Grand Total**
Office of Good Government	N/A (included in Change Notice #11)	$240,000.00	**$240,000.00**
Treasury Department	$70,000	$168,000	**$238,000.00**
Total	**$70,000.00**	**$408,000.00**	**$478,000.00**

Software and Related Services – Solution Descriptions		
Product	**SKU**	**Description**
Insights Dashboard	SOC-INS-1	A user-friendly dashboard for the exploration, analysis, and benchmarking of data across geographies. If the service is configured to provide benchmarking data from third party sources (e.g., census bureau), or the Socrata Open Data Network, this data is provided as-is without warranties, is subject to change, and is subject to the data publisher's terms of use. Capacity Up to 20 datasets total.
Socrata Connected Government Cloud - Department Edition	SOC-SCGC-DEP	Socrata Connected Government Cloud - Department: The full Socrata product suite. Limits: 50 Monthly Active Users, 1M External API calls, 4TB of data storage, 10K Alerts/month. Includes Support and Education. Excludes: Set-Up.

Exhibit 1

Quoted By:	Melanie Thaden
Quote Expiration:	10/31/2018
Quote Name:	State of Michigan (MI) - SCGC
Quote Number:	2018-58976
Quote Description:	
Contract Start Date:	10/1/2018
Contract End Date:	9/30/2019

Sales Quotation For
State of Michigan
320 S Walnut St Fl 2
Lansing , MI 48933-2014
Phone: +1 (517) 373-9820

	Performance Data Cloud 10/1/18-1/31/19	SCGC 2/1/19-9/30/19	**Grand Total**
Subscription Cost	$60,000.00	$160,000.00	**$220,000.00**
Professional Services Cost			**$59,947.00**
Total	$60,000.00	$160,000.00	**$279,947.00**

Tyler Software and Related Services - Annual

Description	Quantity	List Price	Sales Price	Duration (months)	Net Price
Software					
Socrata Connected Government Cloud - Program Edition	1	$247,423	$240,000	8	$160,000
Performance Data Cloud (9M+)	1	$180,000	$180,000	4	$60,000
TOTAL:					**$220,000**

Professional Services

Description	Quantity	List Price	Sales Price	Net Price
Socrata Consultant	122	$254	$151	$18,422
Socrata Data Analyst	275	$254	$151	$41,525
Socrata Consultant	53	$254	$0	$0
TOTAL:				**$59,947**

Solution Descriptions

Product	SKU	Description
Socrata Connected Government Cloud - Program Edition	SOC-SCGC-PRO	Socrata Connected Government Cloud - Program: The full Socrata product suite. Limits: 25 Monthly Active Users, 500K External API calls, 2TB of data storage. Includes Support and Education. Note: The annual subscription does not include initial set up/implementation. Instead that is laid out in the statement of work and is billed for with the Socrata consultant SKU (below).
Socrata Data Analyst	SOC-SRV-00100	Socrata's Data Analysts will prepare and onboard your datasets. Price is per hour.
Socrata Consultant	SOC-SRV-00500	Socrata Consultant (professional services). Socrata Consultants will provide expertise and best practices in data extraction, transformation, standardization and consumability. Using data to manage performance to results. Price is per hour.
Performance Data Cloud (9M+)	SOC-OP-8	Socrata Open Performance helps government organizations facilitate performance management programs by enabling users to design and publish goals, track those goals on both public and private dashboards, and provide explanatory context and additional data to support the goals. Socrata Open Performance includes: Dashboard: A public collection of related goals. Goal Authoring: Tool to easily create data-centric goals, describe desired outcomes, set success ranges, and associate related data. Unlimited consumption via mobile, desktop web, API Unlimited users Limitations: Requires goal capacity Requires qualifying launch, education and support programs.

EXHIBIT 2

State of Michigan

Statement of Work: Blueprint Program: Upgrade to Socrata Connected Government Cloud

Socrata Connected Government Cloud

July 30, 2018

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Document purpose

The document outlines activities and deliverables that Socrata, Inc. (Socrata) will provide to State of Michigan, Office of Good Government, Customer. This Statement of work (SOW), details the plan, the tasks and responsibilities that will be completed to deploy the Platform Service(s) and associated consultation. It also outlines expectations for Customer's participation in the Plan.

Executive Summary

Socrata will work with State of Michigan, Office of Good Government, to advance the way they currently use data internally and externally for decision making, analysis and tracking progress toward priority outcomes. Socrata has been a long-standing partner of the State of Michigan and is well positioned to iterate on the tools and processes currently in place, maximizing the time to value in upgrading to the Socrata Connected Government Cloud (SCGC). Our Global Services team proposes a combination of technology upgrades, data migrations, data governance and data automation consulting services to propel Customer's current Open data and Open Performance programs with speed and efficiency over to the Socrata Government Cloud. Additionally, the Customer has a clear objective of establishing the foundation for a robust internal data sharing program starting with the Enterprise Information Management program that cuts across several key departments.

As part of the technology and process upgrade, Socrata proposes the creation of a Socrata Connected Government Cloud instance, which will serve as the secure, internal enterprise data repository for the Customer. We refer to this internal data repository as SCGC for the purpose of this proposal, but this can be renamed by Customer. This SCGC will securely house data that is intended for internal usage and data that is identified as open data which can be approved and published ("passed through") to the public-facing open data portal. Socrata proposes to accomplish the following with the proposed changes

- Centralizing and codifying data so that decision makers and line-of-business (LOB) users can quickly and easily access data;
- Providing internal security and permissioning that ensures the right people are able to access the right data;
- Automating data in near real-time so that reports, KPIs, alerts and (most importantly) decisions are based off a single and accurate truth;
- Arming users with visualization and mapping tools, contextualized reporting, KPI builders and dashboards.

The combination of Socrata's Connected Government Cloud Platform and its Blueprint Methodology, led by seasoned former government leaders, will provide the Customer with the technical expertise and platform, as well as the consultation and models that ensure adoption and utility, not merely a launched platform. This implementation will focus on the following:

- Set up of the SCGC platform with the Customer's established governance processes to facilitate internal and external data sharing;
- Upgrade of the Customer's existing Open Performance site to the Socrata Performance Optimization Cloud;

- Additionally, support the creation of new Performance dashboard for internal tracking, analysis and measurement
- Ultimately, through this initiative, the program will ensure a baseline Data Program is established and the Customer has an ongoing solution for their reporting and data sharing efforts in the future.

The proposed solution will help the Customer' accomplish its goals of creating a centralized, secure, and scalable data hub that will service all of its internal data sharing needs and all external components, such as the Open Data https://data.michigan.gov, and the external Open Performance (https://future.michigan.gov/) portals.

SOW Term and Hours

Unless earlier terminated under the Socrata Services Order, the term of this SOW commences upon the Services subscription start date and ends the subscription end date as set forth therein. For the avoidance of doubt, the term of this SOW shall not exceed 12 consecutive months from start date without a written addendum.

The Services under this SOW will not exceed **450** hours in the aggregate among Socrata personnel. Any requests by Customer to change the scope or timing of the Services performed that will increase the effort of Socrata personnel and number of hours herein is subject to a change order and payment of additional fees as set forth under Change Process in Appendix A.

The Education Program that Socrata recommends is: **Standard**
The Support Program that Socrata recommends is: **Silver**

There are no custom or physical deliverables under this SOW.

Implementation Summary

Based on our current understanding of the Customer's needs, this program will be implemented in two key phases

- Phase 1: Blueprint Upgrade to SCGC and Internal Data Sharing
- Phase 2: Upgrade Open Performance site to Performance Optimization Cloud

Phase 1: Blueprint Upgrade to Socrata Connected Government Cloud and Internal Data Sharing

A key element of this phase will be building an internal and external data sharing program within the Customer platform that will allow the Customer to publish and share vital information internally to facilitate better cross departmental collaboration, ultimately breaking down data silos and promoting more effective decision making.

Additionally, the platform will allow internal users to access data and systems, promoting a data-driven culture within the organization. The platform will improve the current reporting mechanisms to public and agency officials by providing objective, accurate, and timely evaluations of data that is critical for decision making.

The proposed new architecture will be as follows:

- The SCGC will be a new Socrata domain with its own URL (e.g. datahub.michigan.gov). This domain will act as the central hub servicing all internal and external data hosting needs.
- All data will reside on this domain. The internal facing side will include an internal data catalog and all the datasets that will be shared by the customer organization internally between different teams.
- The Public facing domains will exist in the form of the existing Open Data Portal https://data.michigan.gov, and the external Open Performance (https://future.michigan.gov/) portals retaining the same URL for public access.
- The ingress process will include modified, restructured and improved ETL workflows to create a single, centralized workflow that services the data to the SCGC. User will still be able to perform manual uploads through the new data pipeline to upload data to the data hub.
- All new data that will be published to the SCGC will be copied to the Open Data Portal and to ensure that existing data on the Open Data Portal also lives on the SCGC domain
- The Performance measures on the existing (https://future.michigan.gov/) will be recreated using the new Performance Optimization Cloud. This work will be scheduled for a later date as there is a need to maintain the Performance Portal in its current state till early 2019.

Phase 1 Summary of Scope

- **Deployment of the following on Customer domain:**
  - Data-as-Service Platform (SCGC)
  - Perspectives
  - Performance Optimization Cloud
  - Templated homepage styling with standard layout options.
  - DNS and SSL setup for domains of the applications; SSL certificate included at no cost.
- **Audit of existing data and metadata on the Open Data Portal**
  - Socrata will assess the datasets that exist on the existing Open Data Portal. Data auditing tools will be used to assess datasets for 1) Content, 2) Quality, 3) Data updates, 4) Completeness of metadata and 5) Usage (views, API usage).
  - Additionally, metadata standards will be reviewed for completeness and relevance and necessary recommendations for removal or addition of metadata fields will be made
  - Create an inventory of datasets that will remain on Open Data Portal and list of unwanted/unused datasets and/or filtered views that can be cleaned from the ODP
  - Perform cleanup of unwanted/unused datasets and/or filtered views on the ODP
  - Establish inventory of datasets to be maintained on ODP and copied to the SCGC domain
- **SCGC Technical Configuration Management**
  - Includes the deployment of the templated home page for SCGC with training on configuration management
  - Create permission schemes for SCGC
- **Curating High-value Data for new SCGC in-scope datasets**
  - Socrata consultants will engage the Customer in a Solution Design Session to provide expert advice and recommendations on selecting (curating) the highest value datasets for the identified as priority for the **Enterprise Information Management program** for internal data sharing. This group will work with the Office of Good Government in this effort.
  - Guidance and mentorship on documenting metadata, creating visualizations, and curating a dataset's landing page to surface the best visualizations, maps, and applications that enable users to best understand and utilize the data.
- **Data preparation activities for new SCGC in-scope datasets**
  - Provides consulting and hands-on assistance with dataset preparation and analysis for a dataset supporting the financial products.
  - Includes consulting around defining dataset structure, restructuring or normalizing data, flattening nested tables and/or joining separate datasets, assistance with data types and uploading files, and dataset and column metadata.

- **Data Copy and Automation Workflow updates for existing datasets on ODP**
  - Create and implement one time copy of all relevant, prioritized datasets from ODP to SCGC
  - Create and implement copy process for new datasets from SCGC to ODP
  - Modify and update existing data automation and data ingress mechanisms on ODP to have datasets publish to SCGC
- **Data Integration and Automation Services for new SCGC datasets**
  - Assistance automating the publication of required data for the internal datasets including extraction process, initial upload, and automation.
    - Consultation on the transformation of data from the source system
    - Automation of the publication of the data through Datasync and/or Safe FME for up to 5 datasets that will serve as the data for the performance metrics for the Enterprise Information Management Program
  - Consultation on best practices for data automation, including drafting extraction, transformation and load (ETL) and automation strategies

Phase 1: Success Criteria

The following criteria are established to identify a successful outcome for the engagement and beyond. Additional criteria may be defined during the design stage of the engagement.

- Deploy Socrata's Data-as-a-Service Platform with key datasets that track progress against strategic initiatives to support the Customer's performance against the strategic plan.
- Deploy Socrata's Data-as-a-Service Platform to modernize the management built-in reporting, visual data exploration, and data sharing of information for the stakeholders of the Enterprise information Management program, both internally and externally.
- Transfer knowledge of the Socrata's Data-as-a-Service Platform using the Customer Education Program Plan designed by role to the Customer team members.
- Educate the Customer team members on how to utilize Socrata's on-going support services. The support programs are designed to provide access to our support team, knowledge base and consulting coaching services to support team members, additional departments and users.

Phase 1: Implementation Stages, Activities and Deliverable

Socrata proposes the following approach to maximize the success of this renewed effort and increase the Customer's ability to use data as a strategic asset. Throughout the platform upgrade, Socrata aims to minimize interruption for the existing Open Data Portal and Open Performance Portal. Through a series of workstreams, in an iterative manner, using an agile approach Socrata will incrementally deliver value to the customer.

Workstream 1: Planning and Education

Customer Preparation Activities

Tasks for Customer team to complete prior to program start:

- Identify team members and classify into user roles, including:
  - Executives or Key Sponsors
  - Administrators
  - Department/Program/Project Managers
  - Data Analysts/Data Owners
- Identify any compelling events or key dates for launching the Customer Program

Workstream 1 Activities

- Conduct Program planning session
- Create detailed Program Plan
- Confirmation of scope, timeline, and resources
- Provision and configuration of production Socrata Hosted Solution site(s) for Customer use

Deliverables

Socrata Deliverables	Customer Deliverables
❖ Program and education plans ❖ Agendas for all onsite and remote meetings planned with Customer ❖ Production site provisioned for Customer use, e.g. <Customername>.data.socrata.com	❖ Customer Team members complete recommended Education Plan prior to start of engagement ❖ Customer preparation tasks completed as applicable

Workstream 2: Data Audit and Prioritization

In this workstream, Socrata Data consultants, in partnership with the Customer will assess the datasets that exist on the existing Open Data Portal. Data auditing tools will be used to assess datasets for 1) Content, 2) Quality, 3) Data updates, 4) Completeness of metadata and 4) Usage (views, API usage). Additionally, metadata standards will be reviewed for completeness and relevance and necessary recommendations for removal or addition of metadata fields will be made. Outcome of this effort is to ensure that relevant, timely, and quality data will now reside in the SCGC domain. Additionally, Socrata consultants will conduct a data prioritization exercise with stakeholders from the Enterprise Information Management Program to identify areas of priority where data should be shared internally

Workstream 2 Activities

- Stakeholder Mapping Workshop
  - Define who comprises the stakeholder group for Customer internal and external Data sharing program
- Conduct data audit of all public datasets and filtered views on the ODP

- Data prioritization with the first program stakeholders to identify new/existing datasets that should be shared internally
- Assess current metadata standards for completeness and relevance
- Review homepage content and structure on the ODP to assess for usability, aesthetic appeal and surfaced content relevance and use
- Create an inventory of datasets that will remain on Open Data Portal and list of unwanted/unused datasets and/or filtered views that can be cleaned from the ODP
- Perform cleanup of unwanted/unused datasets and/or filtered views
- Perform metadata cleanup of unwanted metadata fields
- Assessment of current workflows that ingress and update data on the ODP and creation of strategy for modifying and improving the data workflows to publish data to the SCGC

Deliverables

Socrata Deliverables	Customer Deliverables
❖ Updated Program and education plans ❖ Data inventory of priority datasets for SCGC for the focus program area ❖ Data inventory of datasets and filtered views to be retained on the ODP ❖ Finalized metadata schema to be retained on ODP and copied to SCGC ❖ Cleanup of unwanted/unused datasets from the ODP ❖ Data automation strategy document	❖ Timely approvals on all data inventories provided by Socrata ❖ Approval of Data Automation Strategy document

Workstream 3: Establish Internal Data sharing processes

In this workstream, Socrata consultants will work with the Customer to establish the baseline permissions, team configuration, SCGC home page, metadata schema and finalize priority datasets for ingress into the SCGC platform

Workstream 3 Activities

- DNS and SSL setup for one (1) custom domain; SSL certificate included at no cost
- Deploy templated homepage to SCGC
- Configure Single sign on
- Configure branded header and footer on SCGC
- Define and build custom user roles on SCGC, create teams on platform and invite new and existing users to the platform
- Customize alert email templates on SCGC

- Establish desired approval workflow for SCGC and document workflows in the Data policy and Governance section of the Digital Center of Excellence
- Establish desired metadata schema for SCGC, considering, metadata requirements of datasets that will be copied to/from ODP

Deliverables

Socrata Deliverables	Customer Deliverables
❖ Templated homepage on SCGC with header/footer configured ❖ DCOE initial document with first few pillars related to data policies, governance and publishing workflows documented ❖ SCGC Metadata schema established and configured on platform	❖ Review and approval of Data initial version of DCOE document

Workstream 4: Internal Data Sharing Data ingress and Automation

In this workstream, Socrata consultants will work with the Customer to 1) provide hands-on consultation and knowledge transfer around the key concepts of data governance (e.g. dataset owners, publishing workflows, ensuring data quality, etc.), 2) support the creation of an initial data governance plan for the datasets that will be published or used for internal management. Here, prioritized datasets will be uploaded and published in SCGC and the data workflows (automated and manual) for these datasets will be set up.

Workstream 4 Activities

- Identify all data and sources required for prioritized datasets (finalized in workstream 3) for SCGC
- Review data readiness of datasets, and support data reformatting for visualizations and other data asset development
- Provide consultation and mentorship on data program design and management, data governance, metadata and data automation best practices to support publishing for internal data sharing purposes.
- Evaluation and finalization of publishing workflow and roles
- Configure and test automated data publishing job(s) for required application datasets including mentoring the Customer team on how to design and build data automation workflows for additional datasets
- Define Test plan for data ingress and data automation of datasets to SCGC
- Configure templated homepage
- Configure and test custom metadata

Deliverables

Socrata Deliverables	Customer Deliverables
❖ Prioritized datasets uploaded to SCGC and permissions and metadata assigned ❖ DCOE document updated with data publication and automation standards further defined ❖ Homepage configured per Customers requirements	❖ Review and approval of additions to DCOE ❖ Approval of datasets uploaded to SCGC ❖ Approval of homepage configuration

Workstream 5: Data Copy and Derived assets creation

In this workstream, Socrata will create and implement copy process of datasets between the SCGC and Open Data Portal. Additionally, Socrata will educate the customers on best practices for creation of key analyses of data using Socrata's data visualization suite. Finally, to ensure the Customer has clear approach to using data as a strategic asset and for communication with key stakeholders, Socrata will provide guidance to the Customer on using the Perspectives platform.

Workstream 5 Activities

- Develop configuration for copying metadata properties (incl. column names/descriptions) changes from ODP to SCGC
- Develop configuration for copying datasets from SCGC to ODP and provide knowledge transfer to Customer on how these will be developed for future datasets
- Update automation strategy for SCGC
- Update automation workflows on SCGC to reflect ingress of ODP datasets and deprecate ODP automation workflows
- Partner with Customer to identify ODP priority derived assets to be recreated using the new visualization suite. Support the recreation of derived assets on ODP **(up to 10)**
- Provide knowledge transfer to Customer data owners and technical team on executing and maintenance of copy processes between the SCGC and ODP so that the Customer team can run these scripts independently in the future
- Update Test Plan and determine test plan length (recommended 2 weeks minimum)
- Test and Validate Solution (Verify solution meets goals and objectives defined in Design stage)
  - Technical Validation
  - Business Process Validation
  - Review Program Plan Go-Live Critical Issues
  - Resolve Program Plan Go-Live Critical Issues
  - End User Acceptance and Stakeholders approval
- Customer Team completes supporting narrative and visualizations for comprehensive storylines

Deliverables

Socrata Deliverables	Customer Deliverables
❖ Customer trained on creation of derived assets in new visualization suite ❖ Datasets deemed public are copied for external sharing to ODP ❖ ODP datasets deemed useful for internal sharing now reside on SCGC ❖ Automation workflows updated to publish all datasets (new and existing) to SCGC ❖ Deprecate automation workflows for ODP ❖ Completed User Acceptance Testing report	❖ Completes User acceptance testing ❖ Creation of prioritized stories and visualizations on SCGC and ODP deemed critical for launch

-Workstream 6: Review and Launch

In this workstream, the focus is on final review, education, production readiness and site launch. It includes the activities for preparing the Customer team for using the new SCGC in production effective on the designated Program Launch Date. This stage will ready the Customer team for following new business practices and processes for using Customer data on the SCGC platform.

Launch Activities

- ❖ Confirm Program Launch date
- ❖ Program Launch activities (events, announcements, etc.) confirmed
- ❖ Develop and publish a marketing communication plan
- ❖ Confirm success criteria has been met
- ❖ Schedule and execute project wrap up session with Customer including introductions to their Customer Success Manager and Support team and resources available for continued support

Deliverables

Socrata Deliverables	Customer Deliverables
❖ Production site launched ❖ Education on Customer Success Plan and Customer Support processes	❖ Confirm production site meets success criteria defined in SOW ❖ Confirm Customer team is educated and plugged into their Socrata Education and Support Programs

Phase 2: Upgrade Open Performance portal to the Performance Optimization Cloud and support for creation of internal Performance Dashboards

Phase 2 is centered around upgrading the Customer's existing Open Performance site to the new Performance Optimization Cloud and the support of creation of internal performance dashboards on the new Performance Optimization cloud. Socrata understands that the upgrade of the existing performance portal (https://future.michigan.gov/) will need to be scheduled for early 2019. This upgrade will allow the Customer to benefit for numerous product enhancements and allow for the use of the data in daily decision-making across the enterprise in a more robust manner. Additionally, this phase will support the creation of a new Performance Dashboard for internal performance management.

Phase 2: Summary of Scope

- **Upgrade Open Performance Portal**
  - Upgrade the Customer's existing Open Performance site to the Socrata Performance Optimization Cloud.
  - Assess all the goals currently on the Customer's Open Performance site for feature parity with the Performance Optimization Cloud measure feature.
  - Support the recreation of existing public Open Performance goals and content on the Performance Optimization Cloud.
  - Transfer existing ingressed data and ETL scripts from the Open Performance site to SCGC.
  - Deploy an upgraded, public-facing Performance site.

- **Deploy Performance Optimization Cloud for internal performance measures**
  - Work with Office of Good Government to identify new key measures and metrics, aligned with the strategic priorities of the state to be tracked internally using the Performance Optimization Cloud.
  - Provide consultation on the creation of measurable and metrics (up to 5 measures)
  - Support the creation of a landing page

Phase 2: Success Criteria

The following criteria are established to identify a successful outcome for the engagement and beyond. Additional criteria may be defined during the design stage of the engagement.

- Replace Customer's existing Open Performance site with the Performance Optimization Cloud.
- Upgrade existing published Open Performance goals to Performance Optimization Cloud measures.
- Ensure data supporting Open Performance goals is available on the SCGC domain.
- Transfer all published content and visualizations from the Open Performance site to the Performance

Optimization Cloud.

- Stakeholders working with the Office of Good Government have easy access and can view the progress on key initiatives aligned with the State of Michigan's strategic plan.

Phase 2: Implementation Stages, Activities and Deliverables

Build Activities

- Build required data assets and measures
- Recommend refinements to existing data based on product enhancements
- Configure and test automated data publishing job(s) for required application datasets including mentoring on how to design and build data automation workflows for additional datasets
- Integrate solution into existing the Customer web properties identified in Design phase to improve reach and solution impact
- Deploy site style to production site according to Design Document
- Configure and test custom metadata
- Support the ingress of datasets for the Performance Optimization Cloud
- Add initial users to platform with correct roles per data governance plan
- Update Test Plan and determine test plan length
- Test and Validate Solution (Verify solution meets goals and objectives defined in Design stage)
- Transfer supporting narrative and visualizations for comprehensive storylines
- Confirm Program Launch date

Launch Activities

- Program Launch activities (events, announcements, etc.) confirmed
- Develop and publish a marketing communication plan
- Confirm success criteria has been met
- Schedule and execute project wrap up session with Customer including introductions to their Customer Success Manager and Support team and resources available for continued support

Deliverables

Socrata Deliverables	Customer Deliverables
❖ Production site tested and validated ❖ Production site launched	❖ Production site tested and validated ❖ Launch date confirmed

❖ Education on Customer Success Plan and Customer Support processes	❖ Confirm Customer team is educated and plugged into their Socrata Education and Support Programs

Support Program

The Socrata support program under a Services Order provides a comprehensive set of services to support the Customer team ongoing including online and phone support, knowledge base, community discussion groups, consulting coaching and a dedicated support team.

Customer team members can log questions and issues 24/7 online. Our dedicated support team is available Monday through Friday. For full details on the Socrata Support programs, please review the Socrata Support Policy at https://support.socrata.com

Outside of Scope

This SOW does not include the following activities:

- ❖ Data analysis services
- ❖ Consulting services beyond those described in the scope of this SOW
- ❖ Custom Configurations to the Socrata COTS Platform Solution(s)
- ❖ Custom Configurations to the selected design template beyond those defined in this SOW
- ❖ Developing and architecting a framework of performance metrics.
- ❖ Data upload administration (beyond the initial dataset(s) set forth under this SOW)
- ❖ Data culling administration prior to upload to the Socrata Data Platform
- ❖ Customer data collection administration (all data is collected by Customer and originates on its own network and systems. Only a mirror copy is uploaded from the Customer network to the Socrata Hosted Solution as solely decided by Customer.)
- ❖ Legal advice
- ❖ System of record repositories
- ❖ Non-English Language Translations or components

SOW Assumptions and Responsibilities

Socrata's performance and successful completion of this SOW is predicated on the full commitment and participation of Customer management and personnel as scheduled in the Program plan. Delays in performance of these responsibilities may result in additional cost and/or delay of the completion of the Program and will be handled in accordance with the Change Procedures (below), as will any deviations that arise during the Program.

Customer Responsibilities

- Provide resources to review and approve the deliverables provided to Customer team throughout the Program plan. Any deviation from this delivery and review schedule may impact the Program.
- Provide expertise to support the initiative on a timely basis as requested by the Socrata team.
- Ensure that its staff is available to provide such assistance as Socrata reasonably requires and that Socrata is given reasonable access to Customer senior management, as well as any members of its staff to enable Socrata to provide the Services, if any. Customer will ensure that its' staff have the appropriate skills and experience. If any Customer staff fails to perform as required, Customer will provide suitable additional or alternative staff to complete activities defined within the SOW.
- Prior to the start of this SOW, Customer will designate a person called Project or Program Manager who will be the focal point for Socrata communications relative to this Program and will have the authority to act on behalf of the Customer in all matters regarding this Program. The Customer Project/Program Manager's responsibilities include:
  - Manage the Customer's personnel and responsibilities for this Program.
  - Serve as the interface between Socrata and all Customer departments participating in the Program, including participating in all status meetings.
  - Administer the Program Change Management Procedure with the Socrata Program Manager defined in Appendix A.
  - Obtain and provide information, data, and decisions within three working days of Socrata's request unless Customer and Socrata agree in writing to a different response time.

Many aspects of the work will require knowledge and background that can only be provided by Customer's staff. We recommend the following staff assignments, which can be completed by one individual or by multiple individuals:

Resource Role	Key Attributes
Executive	Department head with the ability to mandate process change and exercise budgetary control.
Program Manager	Program monitoring, planning and execution of the Program
Subject Matter Expert	Expert on a particular program and/or data area. Expertise on the curation and context required for data publishing and approval process
Publisher	Ensure optimal utilization of Open Data solutions Expertise on the use of the Socrata solution Participate in the extraction and publishing of content
Administrator	Strategic and tactical responsibility for the Socrata landscape Proficient in maintaining Socrata solution Establish and enforce effective configuration management processes

Socrata Responsibilities

Deviations that arise during the program will be managed through the procedure described in Appendix A - Program Change Management Procedure, and may result in adjustments to the Program Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time and materials basis using the Socrata standard rates in effect from time to time for any resulting additional work or waiting time.

- Socrata will provide the Services under this SOW during normal business hours. If necessary, Customer will provide Socrata personnel with after-hours access to their facilities for any on-site work. Socrata personnel may work hours other than those defined as normal business hours to accommodate their travel schedules, Customer requests, and to accomplish specific deliverables in this SOW.
- Socrata will provide the Services under this SOW during normal business hours, {8:30 AM to 5:30 PM Monday through Friday local time}, except holidays. If necessary, Customer will provide Socrata personnel with after-hours access to their facilities. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules, Customer requests and completion of deliverables in this SOW.
- Socrata consultants will work with the Customer to book scheduled work days as per the agreed program plan. These will be communicated and confirmed with the Customer. Socrata wants to ensure

minimum randomization of consultant time by working on multiple customer engagements in a single day and therefore aims to book these slots of work in half day (3 hours) or full day (6 hour) slots, when possible.

- Note: Cancellation policy: Socrata works hard to plan ahead and ensure that we have uninterrupted time to work with the Customer team. If something comes up and Customer needs to reschedule this time, we are more than happy to reschedule. We ask, though, that Customers provide us with at least 7 business days' notice. If we receive less than a 7-business day notice, we will subtract 50% of the scheduled time from the remaining program budget. Thank you for keeping us informed as early as possible. It helps us mitigate any project risks and adjust plans as much as possible.

- All issues or questions raised by Socrata team and Customer personnel within a reasonable timeframe depending on the issue will be addressed by the Program team. Timely response is imperative for the Program to maintain the agreed to plan and launch date.
- Socrata and Customer will review scope and deliverable expectations before work begins in order to assure a common understanding by both parties.
- One consulting day = 8 hours, one consulting week = 40 hours (per person) for scheduled weekdays. Weekend days requested to support the Program will require a change management process to be followed as these days are outside the normal business hours.

In addition to the Socrata Program Manager, additional Socrata resources may be utilized to deliver on the successful execution of this SOW. The Socrata Program Manager will communicate regularly to the Customer Program Manager including:

- Weekly status reports
- Program Budget status
- Agenda for all meetings and document meeting notes and action items

Completion Criteria

Socrata will have fulfilled its obligations under this SOW and our Agreement when one of the following first occurs:

- Socrata accomplishes the activities described in each stage of the Socrata methodology including the deliverables defined within this SOW
- Socrata provides the number of estimated hours of Services specified in Level of Effort or in any subsequent Change Authorization, or
- Customer or Socrata terminates the Program in accordance with the provisions of the Agreement, or
- The expiration date of the Services as set forth in the relevant Agreement.

Estimated Schedule

The Services will be provided on dates mutually agreed and confirmed by Customer. Customer agrees to provide the Socrata Program Manager or assigned consultant(s) a minimum of five (5) business days prior written notice to request a change to the planned consulting days assigned once it has been confirmed during the planning period.

Appendix A – Program Change Management Procedure

The following process will be followed if a change to this SOW is required.

- A Program Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the Program.
- The designated Program Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Program Managers will review the proposed change and recommend it for further investigation or reject it. Socrata will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. Socrata will invoice Customer for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement. The parties agree that no PCR shall be rejected unreasonably, and, in the case of any such rejection, the reasons for the rejection shall be provided to the other party.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Appendix B – Socrata Connected Government Cloud

Software: Socrata Connected Government Cloud

The Socrata Connected Government Cloud consists of **five core products** that come together in a single platform to address the business and technical priorities identified above. These include:

1. **Socrata Data-as-a-Service Platform -** Automate the flow of data from hundreds of silos into a single access point. With full data lifecycle management in the cloud, and the industry-leading API platform, IT leaders can optimize all data programs for speed, scale and infinite reuse of data, while giving authorized employees secure, uniform, self-service discovery and access to all relevant data sources.
2. **Socrata Performance Optimization Cloud - By** leveraging the data-as-a-service foundation, performance leaders can map strategic goals to meaningful indicators they can measure, track, and share with confidence. The tool set is Optimization to streamline reporting with human-friendly, drag-and-drop experiences where subject matter experts can add context to the data, while giving technical analysts the freedom to use their analytics tool of choice.
3. **Socrata Financial Insights Cloud -** Socrata's Finance Data Cloud enables any person to understand how their government is collecting and spending tax revenues, whether that person is a local citizen, a government leader, or a finance professional. The solution comprises Open Budget, Open Expenditures, and Open Payroll -- providing government leaders, financial analysts, and local citizens with data-driven decision-making, streamlined reporting, and enhanced internal controls.

4. **Socrata Operational Intelligence Cloud -** The Socrata Operational Intelligence Cloud™ is designed to deliver drill-down views and a direct data exploration and analysis experience that program teams need in order to make decisions. With a complete suite of data discovery, visualization, analysis, and reporting tools, as well as ready-to-deploy applications for high-value data like budget, expenditures, 311, crime, permits, and business records, to name a few, operational leaders and frontline employees can now rely on a modern, interactive experience that turns valuable data into information they can readily use.
5. **Socrata Open Data and Citizen Engagement Cloud -** The Socrata Open Data and Citizen Engagement Cloud™ is a core component of the Connected Government solution that makes it effortless for program teams and departments to share some of the very same data, information, and services their employees use, with the public. They can do this at any time, by nominating the data and information assets to the open data approval workflow that's built in. Naturally, when open data is a direct derivative of the internal operational, performance, and financial data employees depend on every day, the flow and quality of open data increase, while the marginal cost of publishing that data decreases to zero.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **11**

to

Contract Number **071B6600011**

CONTRACTOR	
	TYLER TECHNOLOGIES
	255 South King Street, Suite 1100
	Seattle, WA 98104
	Melanie Thaden
	919-636-1989
	melanie.thaden@tylertech.com
	CV0006686

Program Manager	Various	DTMB
Contract Administrator	Matt Weiss	DTMB
	weissm4@michigan.gov	

CONTRACT SUMMARY

OPEN DATA PORTAL (DTMB CSS) - STATEWIDE, INCLUDING TRANSPARENCY WEBSITE FOR STATE BUDGET OFFICE (SBO)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 15, 2015	October 14, 2016	4 - 1 Year	October 14, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☒ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$2,765,475.00	$299,947.00	$3,065,422.00

DESCRIPTION

Effective 2/21/2019, this Contract is increased by $299,947.00 for Michigan's Department of Technology, Management, and Budget's (DTMB) State Budget Office (SBO) to upgrade the Open Data Portal for the Connected Government Cloud platform. This amendment also incorporates attached updates to the Master Agreement's terms to align with the new product.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Mike Moody	517-335-1942	MoodyM1@Michigan.gov
DTMB	Jason Wilkinson	(517) 335-2109	willemsj@michigan.gov
Treasury	Rod Taylor	(517) 241-7029	TaylorR23@michigan.gov

MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

Contract Change Notice Number 11

This Contract Change Notice is made this 21st day of February 2019 by and between Socrata, Inc., a wholly owned subsidiary of Tyler Technologies, Inc. with offices at 255 South King Street, Suite 1100, Seattle, WA 98104 ("Contractor") and the State of Michigan Office of Good Government ("State").

WHEREAS, Contractor and the State are parties to an agreement dated 10/15/2015, Contract No 071B6600011 ("Contract"); and

WHEREAS, Contractor and the State desire to amend the terms of the Contract as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, r Contractor and the State agree as follows:

1. The Products and Services in the Product and Services Description & Pricing attached as Exhibit 1 to this Contract Change Notice (Exhibit 1) are hereby incorporated into and added to the Agreement as of February 14, 2019. Payment fees and costs for such items shall conform to the following terms:

    a. The total hours for the Professional Services, defined in the attached quotation will be tracked and billed in fifteen (15) minute increments.

    b. Unless otherwise provided herein, the Services identified in the attached quotation, along with applicable expenses, shall be invoiced as provided and/or incurred.

2. The following definition is added to the Contract:

    a. **"Monthly Active Users"** means an internal user that accesses the Socrata Connected Government Cloud - Program Edition ("SCGC – PE") more than ten times per month. The number of Monthly Active Users that are authorized to use SCGC – PE is identified in Exhibit 1. Unless otherwise agreed to, after the initial twelve (12) months of the effective date of this Contract Change Notice, and again every twelve months thereafter, the pricing for the SCGC – PE based on the Monthly Active Users, will be adjusted to the correlating pricing terms, based on the on the average of the number of Monthly Active Users for the previous six (6) months.

3. The Contract is further amended as follows:

a. The following language is added to Section 3: License Grant and Restrictions:

3.5. License Grant for SCGC-PE. Contractor hereby grants to the State a nonexclusive right to use and access the SCGC-PE Services up to the capacity purchased. Contractor hereby grants the State, a limited, nonexclusive, non-sublicensable, non-transferable term license to access and use the SCGC-PE and related Software made available by Contractor, if any, for use by the State with the Services, including the right to load, store, and display State Data (as defined in the Contract) on the Services.

b. The following language is added to Section 3: License Grant and Restrictions:

3.3: License Restrictions for SCGC – PE. The State may not: (a) make SCGC – PE or its Documentation available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, or reverse compile any part of the Services; (c) access or use the SCGC – PE in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make SCGC – PE or its Documentation available to any third party; (e) use SCGC – PE to store or transmit infringing, unsolicited marketing emails, libelous, or , unlawful or tortious material, or to store or transmit material in knowing violation of third party rights; (f) interfere with or disrupt the integrity or performance of SCGC – PE (including without limitation, vulnerability scanning except as required by State's policy, penetration testing or other manual or automated simulations of adversarial actions, without Contractor's prior written consent); or (g) attempt to gain unauthorized access to SCGC – PE or its related systems or networks.

c. The following language is added to Section 5: Service Levels:

5.4 Service Warranty for Socrata Connected Government Cloud - Program Edition. Contractor warrants to State that the functionality or features will substantially perform as communicated to State in writing within the scope of the Contract (including its Documentation), or their functional equivalent, but Contractor has the right to update functionality. The Support policies may change but will not materially degrade during the term. Contractor may depreciate features upon at least 30 days' written notice to State, but Contractor will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice.

5.5 Uptime Service Level for Socrata Connected Government Cloud - Program Edition. Contractor will use commercially reasonable efforts to maintain the online availability of the Service for a minimum of availability in any given month as provided in the chart below (excluding regularly Scheduled Downtime as set forth in Section 5.2, Force Majeure Events as set forth in section 17.1.

Availability SLA	Credit
99.9%	3% of monthly fee for each full hour of an outage that adversely impacted State's access or use of SCGC – PE (beyond the warranted availability).

Maximum amount of the credit is 100% of the prorated SCGC – PE Fees for such month, or $1,800.00, whichever is less, and the minimum credit cannot be less than $100.00.

5.6 Limited Remedy. The State's exclusive remedy and Contractor's sole obligation for Contractor's failure to meet the warranty under Section 5.5 is the provision by Contractor of the credit for the applicable month, as provided in the chart above (if this Contract is not renewed then a refund in the amount of the credit is owed); provided that the State notifies of Contractor of such breach of the warranty within thirty (30) days of the end of that month.

d. The following language is added to Section 6: Support and Maintenance Services:

6.6 Support for Socrata Connected Government Cloud - Program Edition. Contractor will provide the State support for SCGC – PE at the Silver Support Level under the terms of Contractor's Client Support Policy ("Support") which is attached hereto as Exhibit 1A Contractor will notify the State in writing about any maintenance windows, outages or other events affecting the State.

e. The following language is added to Section 12: Redundancy and Data Backup:

12.3: State Data Backup for Socrata Connected Government Cloud - Program Edition. The State is providing Contractor a copy of State Data. State acknowledges and understands that Contractor and SCGC – PE are not the system of record of State Data. Any laws and regulations governing the State for retention of the State's Data remains the State's responsibility. STATE IS SOLELY RESPONSIBLE FOR BACKING UP STATE'S DATA unless otherwise specially agreed in writing between Contractor and the State.

f. Update the following language in Section 19: General Provisions:

Section 19.4: Notices. If to Contractor:
Socrata, Inc., a wholly owned subsidiary of Tyler Technologies, Inc.
Attention: Chief Legal Officer Abby Diaz
One Tyler Drive
Yarmouth, ME
04096
E-mail: DI-Contracts@tylertech.com

Section 19.4: Notices. Copy to:
Socrata, Inc., a wholly owned subsidiary of Tyler Technologies, Inc.
255 South King Street, Suite 1100
Seattle, WA 98104

Quoted By:	Melanie Thaden
Quote Expiration:	10/31/2018
Quote Name:	State of Michigan (MI) - SCGC
Quote Number:	2018-58976
Quote Description:	
Contract Start Date:	10/1/2018
Contract End Date:	9/30/2019

Sales Quotation For
State of Michigan
320 S Walnut St Fl 2
Lansing , MI 48933-2014
Phone: +1 (517) 373-9820

	Term 1	Term 2	Grand Total
Recurring Costs	$60,000.00	$160,000.00	**$220,000.00**
One Time Cost			**$59,947.00**
Total	$60,000.00	$160,000.00	**$279,947.00**

Tyler Software and Related Services - Annual

Description	Quantity	List Price	Sales Price	Duration (months)	Net Price
Software					
Socrata Connected Government Cloud - Program Edition	1	$247,423	$240,000	8	$160,000
Performance Data Cloud (9M+)	1	$180,000	$180,000	4	$60,000
TOTAL:					**$220,000**

Professional Services

Description	Quantity	List Price	Sales Price	Net Price
Socrata Consultant	122	$254	$151	$18,422
Socrata Data Analyst	275	$254	$151	$41,525
TOTAL:				**$59,947**

Attachments:
The following Exhibits and schedules, the Agreement, and such other documents referered herin or therein, are incorporated by reference and together with this document constitute the complete order:
Exhibit A Solution Descriptions
Exhibit B Master Subscription Services Agreement (if Applicable)

Misc. The term is extended through the pricing document. No modification is effective unless both parties sign it. The parties hereto have caused this order to be executed by their duly authorized represntatives as of the date first written above. By signing this order, signed is an employee of Customer and is authorized to bind Customer to this order. Except as modified by this order, the Agreement , and all Contract Documents, remain in full force and effect.

Exhibit A: Solution Descriptions

Product	SKU	Descripton
Socrata Connected Government Cloud - Program Edition	SOC-SCGC-PRO	Socrata Connected Government Cloud - Program: The full Socrata product suite. Limits: 25 Monthly Active Users, 500K External API calls, 2TB of data storage. Includes Support and Education. Note: The annual subscription does not include initial set up/implementation. Instead that is laid out in the statement of work and is billed for with the Socrata consultant sku (below).
Socrata Consultant	SOC-SRV-00500	Socrata Consultant (professional services). Socrcata Consultants will provide expertise and best practices in data extraction, transformation, standardization and consumability. Using data to manage performance to results. Price is per hour.
Performance Data Cloud (9M+)	SOC-OP-8	Socrata Open Performance helps government organizations facilitate performance management programs by enabling users to design and publish goals, track those goals on both public and private dashboards, and provide explanatory context and additional data to support the goals. Socrata Open Performance includes: Dashboard: A public collection of related goals. Goal Authoring: Tool to easily create data-centric goals, describe desired outcomes, set success ranges, and associate related data. Unlimited consumption via mobile, desktop web, API Unlimited users Limitations: Requires goal capacity Requires qualifying launch, education and support programs

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **10**

to

Contract Number **071B6600011**

CURRENT CONTRACTOR	
	Socrata, Inc.
	705 5th Ave. S.
	Seattle, WA 98104
	Melanie Thaden
	919-636-1989
	melanie.thaden@tylertech.com
	CV0006686

NEW CONTRACTOR	
	Tyler Technologies
	255 South King Street, Suite 1100
	Seattle, WA 98104
	Melanie Thaden
	919-636-1989
	melanie.thaden@tylertech.com
	CV0006686

STATE CONTACTS

Program Manager	Various	DTMB	Contract Administrator	Matt Weiss	DTMB
				weissM4@michigan.gov	

CONTRACT SUMMARY

OPEN DATA PORTAL (DTMB CSS) - STATEWIDE, INCLUDING TRANSPARENCY WEBSITE FOR STATE BUDG

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 15, 2015	October 14, 2016	4 - 1 Year	October 14, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (PRC)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$2,765,475.00	$0.00	$2,765,475.00

DESCRIPTION

Effective 12/17/2018, the Contractor name is being changed from Socrata to Tyler Technologies due to an acquisition. Socrata remains a wholy owned subsidiary of Tyler Technologies and retains it's current federal tax identification information despite this change.

All terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Mike Moody	517-335-1942	MoodyM1@Michigan.gov
DTMB	Jim Willems	(517) 335-2109	willemsj@michigan.gov

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **9**

to

Contract Number **071B6600011**

CONTRACTOR	
	Socrata, Inc.
	705 5th Ave. S.
	Seattle, WA 98104
	Melanie Thaden
	919-636-1989
	melanie.thaden@tylertech.com
	CV0006686

STATE			
	Program Manager	Various	DTMB
	Contract Administrator	Garrick Paraskevin	DTMB
		(517) 284-6993	
		paraskeving@michigan.gov	

CONTRACT SUMMARY			
OPEN DATA PORTAL (DTMB CSS) - STATEWIDE, INCLUDING TRANSPARENCY WEBSITE FOR STATE BUDGET OFFICE (SBO)			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
October 15, 2015	October 14, 2016	4 - 1 Year	October 14, 2019
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$2,715,475.00	$50,000.00	$2,765,475.00		

DESCRIPTION

Effective 9/10/2018, this Contract is increased by $50,000.00 to renew the Transparency Website for the period 10/1/2018 through 9/30/2019.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

Quoted By:	Melanie Thaden
Quote Expiration:	10/15/2018
Quote Name:	MI State Budget Office (MI) - 2018 Renewal
Quote Number:	2018-56556
Quote Description:	
Contract Start Date:	10/15/2018
Contract End Date:	10/14/2019

Sales Quotation For
State of Michigan State Budget Office
111 S. Capitol Avenue
Lansing , MI 48933
Phone: (517) 241-5150

Summary	One Time Fees	Recurring Fees
Total Tyler Annual		$50,000.00
Total Tyler Services	$0.00	
Summary Total	$0.00	$50,000.00
Contract Total	$50,000.00	

Tyler Software and Related Services - Annual

Description	Quantity	List Price	Sales Price	Net Price
Software				
Open Expenditure	1	$18,000	$12,000	$12,000
Open Data Portal - Basic	1	$61,555	$38,000	$38,000
	TOTAL:			**$50,000**

Attachments:
The following Exhibits and schedules, the Agreement, and such other documents referered herin or therein, are incorporated by reference and togetherwith this document constitute the complete order:
Exhibit A Solution descrptions
Exhibit B Master Subscription Services Agreement (if Applicable)

Misc. All tems not defined in this order have the meanings ascribed to such terms in this Agreement, and if there is a conflict between the order the Agreement, the order prevails. This order and the Agreement consitute the entire agreement between the parties, and supersede all prior or conternporaneous negotiations, Agreements and representations, whether oral or written, related to this subject matter. No modification or waiver or any term is effectve unless both parties sign.

Product	SKU	Descripton
Open Expenditure	SOC-APP-OE	A ready-to-deploy app that lets citizens explore their government's expenditures, along every step of the process, and at ever level of the allocation hierarchy. For use with Socrata Open Data Portal and as part of the Socrata Financial Transparency Suite. Includes up to 15 hours of professional services. U.S. customers only. Price is per month.
Open Data Portal - Basic	SOC-OD-B	The Basic portal offers a complete software-as-a-service platform that includes the following usage limits: 150 Datasets; 10 Premium APIs; Up to 5 million API calls per month; Up to 1 TB in bandwidth per month; 5 Microsites; Native Support for Geospatial Data; Up to 50,000 Geocoding Requests per month; Sitewide Usage Analytics. Price is per month.

- Billing Inquiries. Any billing inquiries by Customer should be directed to Socrata's Billing Department at 206.340.8008, fax at 206.452.2010, email at accounts_receivable@Socrata.com or by writing Billing Department, 705 5th Avenue South, Suite 600, Seattle, WA 98104. Unless expressly set forth in the Order, fees in the order are exclusive of taxes, travel and expenses, and third party reseller fees.
- No PO Terms Apply. Pre-printed additional or conflicting terms included in Customer's purchase order form do not apply to this order and are rejected by Socrata (unless Socrata physically signs the Customer purchase order).
- Binding When Signed by Both Parties. This order is binding upon signature of both parties (except if the purchase is administered through a reseller leveraging a contract vehicle (e.g., GSA, NASPO), then this order is binding when Socrata accepts the purchase order from reseller).
- Governing Agreement. This order is governed by (a) the written platform services agreement signed by both parties; (b) if no written agreement is signed, then the Terms of Service found at https://socrata.com/terms-of-service/; or (c) if through reseller leveraging a contract vehicle (e.g., GSA, NASPO), the then-current Socrata GSA platform subscription at http://www.carahsoft.com/application/files/1814/8606/0631/Mod_-_1000_-_Socrata_CSA_and_Carahsoft_Rider_-_GSA-vetted_and_approved_1....pdf, which is incorporated herein by reference. (Agreement).
- Prime Contracting Issues. If Customer is a Prime Contractor, the Prime Contractor is deemed the "Customer" under this order, the end user is the user of the software services, and Socrata is a third-party software service provider. Prime Contractor is responsible for all payments under this order.
- Customer Billing Contact. If Customer requires a purchase order for Socrata to receive payment, a purchase order must be approved and a copy submitted together with this order by reference. If Customer does not issue purchase orders, Customer hereby provides the reference number and billing address for all invoices and agrees to promptly update Customer should such information change.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **8**

to

Contract Number **071B6600011**

CONTRACTOR	
	Socrata, Inc.
	705 5th Ave. S.
	Seattle, WA 98104
	Natalie LaBarbera
	651-730-0188
	natalie.labarbera@socrata.com
	CV0006686

STATE			
Program Manager	Mike Moody	DTMB	
	517-335-1942		
	MoodyM1@Michigan.gov		
Contract Administrator	Mike Breen	DTMB	
	(517) 249-0428		
	breenm@michigan.gov		

CONTRACT SUMMARY

ENTERPRISE INFORMATION MANAGEMENT OPEN DATA PORTAL (DTMB CSS) - STATEWIDE, INCLUDING TRANSPARENCY WEBSITE FOR STATE BUDGET OFFICE (SBO)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 15, 2015	October 14, 2016	4 - 1 Year	October 14, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☒		October 14, 2019

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$2,715,475.00	$0.00	$2,715,475.00

DESCRIPTION

Effective with mutual signature the City of Flint will use the Socrata platform as detailed within the attached documents 1/1/18 to `12/31/2018 extending the Foundation Grant. All other terms for this SOW remain the same.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Jim Willems	(517) 335-2109	willemsj@michigan.gov

705 5th Ave S.Suite #600
Seattle, WA 98104
(206) 340-8008

Customer Name: State of Michigan

Bill To
State of Michigan (MI)
PO Box 30670
Lansing, MI 48909-8170
United States

Ship To
Jim Willems
State of Michigan (MI)
PO Box 30670
Lansing, MI 48909-8170
United States (517)
335-2109
willemsj@michigan.gov

Billing and Legal Contact
Socrata
705 5th Ave S.Suite #600
Seattle, WA 98104
United States
Phone: (206) 340-8008
Fax: (206) 452-2010
Email: accounts_receivable@socrata.com

Socrata Representative
Tyler Masterson
Tyler.masterson@socrata.com
Quote Date 4/9/2018

705 5th Ave S.Suite #600
Seattle, WA 98104
(206) 340-8008

Product Type	Item Description	Start Term	End Term	Per T Unit Price	Term (Months)	Quantity	Total
5 Perspective creation licenses		1/1/2018	12/31/2018	$0.00	12	1.00	$0.00
Open Performance		1/1/2018	12/31/2018	$0.00	12	1.00	$0.00
Support Program - Silver		1/1/2018	12/31/2018	$0.00	12	1.00	$0.00
Education Program - Premium		1/1/2018	12/31/2018	$0.00	12	1.00	$0.00
Open Performance Service Package		1/1/2018	12/31/2018	$0.00	12	1.00	$0.00

Total 0$

Standard Conditions

1. By receipt of a signature from Customer (or receipt of a valid and correct purchase order incorporating the products and services under this proposal or quote) and acceptance by Socrata, the purchase herein becomes a binding commitment of Customer and is not subject to the issuance of any further purchase orders, confirmations or other events. Socrata rejects additional or conflicting terms of any Customer form-purchasing document. Order is effective upon the earlier of Socrata's acceptance or the Start Term in the order, whichever is earlier (Order Effective Date).
2. The shipping address listed above will be used to determine the appropriate taxing jurisdiction of the products and services purchased.
3. The total fees due under this order are billable upon Order Effective Date, above, and due net 30 upon receipt of invoice without holdback, set-off, or delay on undisputed charges. Any disputes on charges under an invoice must be made within 30 days of receipt thereof to accounts_receivable@socrata.com.
4. Special conditions override standard conditions in the event of an inconsistency.

Special Conditions

1. The City of Flint (a Customer user) will use the Socrata platform as detailed in this Quote through a grant from the Socrata Foundation until December 31,2018 at which point the Foundation Grant will expire and the City of Flint will allow Socrata to participate in the City's selection process as required by City Ordinance on any future contract for the same or similar services.

Socrata
705 5th Ave S.Suite #600
Seattle, WA 98104
(206) 340-8008

2. The Foundation Grant may be publicized in the following manner, so long as before publication, the following are subject to the City of Flint for review and approval: All such publication must be factual only, and in no event shall the City of Flint endorse, promote, advertise or market Socrata's products or services.

- Develop a press release announcing the State of Michigan and Socrata's business relationship. Final press release test is subject to State of Michigan's and the City of Flint's approval.

- Develop a case study and video production for publication and marketing campaigns detailing implementation results. Final case study text and video are subject to the State of Michigan and the City of Flint's approval.

Contract Conditions

This order is subject to the product and service descriptions in the attached *Appendix 1 and* the agreement between Socrata and State of Michigan dated 10/15/15.

---------- Signature page follows ---------

705 5th Ave S.Suite #600
Seattle, WA 98104
(206) 340-8008

Signatures

By signing below, the undersigned declares and certifies that he or she is authorized to execute this order on behalf of Customer.

Socrata, Inc.	**Customer - State of Michigan**
Signature	Signature
Name	Name
Title	Title
Date	Date

Socrata
705 5th Ave S.Suite #600
Seattle, WA 98104
(206) 340-8008

Socrata

Appendix: 1 : Product Descriptions

Product Type	Description
5 Perspectives creation licenses	Creation License for Perspectives
Perspectives	Socrata Perspectives is an online software-based tool that allows customers to create stories around their data. It is tightly integrated with the core Socrata platform and lets subject matter experts share the insights they've derived from their data. #Authors can place dynamic Socrata-powered visualizations on a page and enrich them with textual narration; add third-party content like images, videos and advanced visualizations; and then publish the finished story.
Support Program - Silver	Socrata Resources: Support Specialist. Access to the Socrata Knowledge Base for online training and self-service support via the support portal at support.socrata.com. Access to email support from 6:00am to 6:00pm PT and priority phone support 24x7x365 . 2-hour response window during business hours. Up to 30 hours of personal and team coaching per year. Includes working with users on how to publish and curate data and visualizations. Includes ad hoc (1-on-1) training conversations on other aspects of your Socrata products
Education Program - Premium	Instructor-led interactive online learning sessions. 2 hours per topic sessions, per a set schedule optimized for US time zones. Unlimited attendance. Data Integration Office Hours. 2 on-site course per year of your choosing. 2 custom, virtual trainings per year. Topics available: Intro to Open Data, How to Publish Data, Data Readiness, Data Integration and Automated Publishing, Administration (for Apps, for Open Data, for Open Performance), Advanced Visualizations and Data Storytelling, Dashboards and Creating Goals, Performance Management, Marketing and Communications Planning. Includes advanced courses: Promoting Your Launch and Beyond, Programmatic Best
Open Performance Service Package	Open Performance Service Package 160 hours
50 Public Goals	Goals for Open Performance
Open Performance	Socrata Open Performance helps government organizations facilitate performance management programs by enabling users to design and publish goals, track those goals on both public and private dashboards, and provide explanatory context and additional data to support the goals. #

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **7**

to

Contract Number **071B6600011**

CONTRACTOR	
	Socrata, Inc.
	705 5th Ave. S.
	Seattle, WA 98104
	Natalie LaBarbera
	651-730-0188
	natalie.labarbera@socrata.com
	*******2903

STATE			
	Program Manager	Mike Moody	MULTI
		517-335-1942	
		MoodyM1@Michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 284-7045	
		barronj1@michigan.gov	

CONTRACT SUMMARY

ENTERPRISE INFORMATION MANAGEMENT OPEN DATA PORTAL (DTMB CSS) - STATEWIDE, INCLUDING TRANSPARENCY WEBSITE FOR STATE BUDGET OFFICE (SBO)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 15, 2015	October 14, 2016	4 - 1 Year	October 14, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$2,510,475.00	$205,000.00	$2,715,475.00

DESCRIPTION

Effective August 17th, 2017, parties add $205,000 to renew the OPT portal ($180,000 detailed in attached OPT cost table) and ($25,000 see attached DTMB SOB table per original contract for incentive payment). All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency, DTMB Procurement approval.

DTMB Office of Performance and Transformation (OPT)

A	B	C	D	E	G
Product Type	**Description**	**Start Term**	**End Term**	**List Price USD**	**Extended Total USD**
SOC-ODP-B	Open Data Portal *Up to: 500 datasets*	10/1/17	9/30/18	$27,492	$329,904
SOC -OP-B	Socrata Open Performance *Up to:* *20 dashboards,175 goals, 250 Datasets*	10/1/17	9/30/18	$46,080	$552,960
SOC-STA-8 and SOC-STA-5	Socrata Perspectives *-5 Data story creator licenses*	10/1/17	9/30/18	$10,500	$126,000
Basic Support	Basic Support: 6am-6pm, PT web and phone, excluding US Federal Holidays	10/1/17	9/30/18	Included	Included
Education Package					
SOC- EDU-S	Socrata Education Standard *(Unlimited courses)*	10/1/17	9/30/18	$2,589	$31,068
Subtotal					$1,039,932
Less Discounts					*<$ 859,932 >*
Total Fees Due					**$180,000**

DTMB SOB

Deliverable/Milestone Description Listed in Schedule A, 1,501, Acceptance criteria	**Deliverable/Milestone Number**	**Payment schedule percent of total fixed prices**	**# Resources for Deliverable**	**Milestone/ Monthly rate lump sum pricing**
"A+" grade from PIRG – Incentive Payment	16	NA		$25,000

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **071B6600011**

CONTRACTOR	
	Socrata, Inc.
	705 5th Ave. S.
	Seattle, WA 98104
	Natalie LaBarbera
	651-730-0188
	natalie.labarbera@socrata.com
	*******2903

STATE			
	Program Manager	Mike Moody	MULTI
		517-335-1942	
		MoodyM1@Michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 284-7045	
		barronj1@michigan.gov	

CONTRACT SUMMARY			
ENTERPRISE INFORMATION MANAGEMENT OPEN DATA PORTAL (DTMB CSS) - STATEWIDE, INCLUDING TRANSPARENCY WEBSITE FOR STATE BUDGET OFFICE (SBO)			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
October 15, 2015	October 14, 2016	4 - 1 Year	October 14, 2019
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
		NA	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
NA			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		October 14, 2019
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$2,448,475.00	$62,000.00		$2,510,475.00	

DESCRIPTION

Effective 7/21/2017, the parties add funding to the contract to renew the Transparency Website for the period 10/1/17-9/30/18 at the rate established in the original contract. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement approval.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**
to
Contract Number **071B6600011**

CONTRACTOR	
	Socrata, Inc.
	83 S King Street
	Seattle, WA 98104
	Natalie LaBarbera
	651-730-0188
	natalie.labarbera@socrata.com
	*******2903

STATE			
	Program Manager	Moody Mike	DTMB
		517-335-1942	
		MoodyM1@Michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 284-7045	
		BarronJ1@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: Transparency Website for State Budget Office (SBO)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 15, 2015	October 14, 2016	4 - 1 Year	October 14, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME
NA	NA

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

NA

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$1,856,200.00	$ 592,275.00	$2,448,475.00

DESCRIPTION: Effective November 15, 2016, the parties add $592,275 to renew the OPT portal with increased data capacity ($173,600 detailed in attached OPT cost table), add the Perspectives module to the OPT portal ($6400 detailed in first attached statement of work) and add a school data portal ($412,275 detailed in second attached statement of work). All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency, DTMB Procurement and State Administrative Board approval.

COST TABLES

OPT Portal Renewal and Added Perspective Module

Product Type	Description	Start Term	End Term	List Price (USD)	Extended Total (USD)
Software					
SOC-OD-8	**Socrata Data Platform** *Up to:* *- 500 datasets*	10/1/16	9/30/17	$27,492	$329,904
SOC-OP-8	**Socrata Open Performance** *Up to:* *- 20 dashboards* - 175 goals - 250 Datasets	10/1/16	9/30/17	$46,080	$552,960
SOC-ST-8 and SOCSTA-5	**Socrata Perspectives** *Up to:* *- 5 Data story creator licenses*	10/1/16	9/30/17	$10,500	$126,000
Support & Education					
SOC-PS-SUP-B	**Basic Support** (*6am-6pm PT, web and phone, excluding US Federal Holidays*)	10/1/16	9/30/17	Included	Included
SOC-PS-EDU-S	**Socrata Education** (*Unlimited courses*)	10/1/16	9/30/17	$2,589	$31,068
Implementation Services (detailed in first attached statement of work)					
SOC-PS-CU	**Socrata Perspectives Implementation** *Up to: - 32 hours of professional services*	One time	One Time	$6,400	$6,400
				Subtotal	$1,046,332
				Less Discounts	*<$866,332>*
				Total Fees Due	**$180,000**

New School Data Portal

A Product Type	B Description	C Start Term	D End Term	E Per Unit Price	F Quantity (Years)	G Total Fee (E*F) (USD)
Software & Services (detailed in second attached statement of work)						
SOC-APP-CUS	Premium Data Module	5/1/16	4/30/19	$120,000 (Annual, paid each year at the beginning of the term)	3	$360,000
SOC-PS-CTM	Medium Implementation Package	5/1/16	Upon completion of project in SOW	$50,000 (one-time, paid after Final Acceptance of all deliverables detailed in this SOW)	1	$50,000
SOC-PS-SUP-CTM	Additional Support – 25 Coaching Hours	5/1/16	Upon Completion	$2,275 (one-time, paid up front)		$2,275
SOC-PS-SU-S	Socrata Silver Support Package Includes 30 hours of coaching	5/1/16	4/30/19	*Included*	3	
Total Price						**$412,275**

MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
IT SERVICES
STATEMENT OF WORK

Project Title: **Open Data Software and Services**	**Period of Coverage:** **Oct. 1, 2016 – Sep. 30, 2017**
Requesting Department: **DTMB- SBO- Office of Performance and Transformation**	**Date:** **Sep. 21, 2016**
Agency Project Manager: **N/A**	**Phone:**
DTMB Project Manager: **Frank Cillette**	**Phone:** **517-241-8277**

Brief Description of Services to be provided:

BACKGROUND:
This statement of work is governed by the terms of Contract 071B6600011. The State of Michigan currently uses Socrata to power its financial transparency site as well as the dashboards and scorecards available on Open Michigan and the Open Data portal.

PROJECT OBJECTIVE:
The objective of this project is for the vendor to implement the Socrata Perspectives product, an online software-based tool that allows customers to create stories around their data. Perspectives will be tightly integrated with the core Socrata platform and allow subject matter experts to share the insights they've derived from their data. Once implemented, authors will be able to place dynamic Socrata-powered visualizations on a page and enrich them with textual narration; add third-party content such as images, videos and advanced visualizations; and then publish the finished story.This program includes best practices for publishing stories of facts, additional context, and progress toward strategic objectives. It is designed to enhance the understanding of important issues by key stakeholders through a combination of narrative and data. The Socrata consulting team will work with data owners to construct and present highly visual stories to citizens and various audiences to better understand the power of the information being made public by Customer data owners.

SCOPE OF WORK:
This open government and open transparency interface will be a turn-key solution providing an integrated, flexible and highly scalable Open Data Services Platform that will support the objectives of the State and the Good Government effort. This software as a service should be designed to make performance measurement and reporting easy, accessible to everyone and cost effective. This solution will also be mobile optimized allowing access at any time, from anywhere on any device.

This solution will be simple and easy to use allowing non-technically trained users from anywhere in the world to use State data and to experiment and explore or analyze data. As State resources are limited this tool leverages the power of community and allows agencies to publish raw tabular data engaging citizens to use the visualization capabilities to create maps, charts, and graphs.

DELIVERABLES:

The Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for the performance of work, as set forth below:

1. The contractor is responsible for developing a Plan to meet the project objective, the plan must include;

A. Services as mentioned above in the Project Objective section.
B. Open Data Portal functionality:
    a) Software-as-a-service platform
    b) Elastic cloud-based data storage, indexing and retrieval service
    c) Easy-to-use tools for publishing and updating data from spreadsheets, file systems and transactional databases, including real-time automated publishing
    d) Consumer friendly interfaces that make it easy to discover data, explore it online, visualize it with charts and maps, and share it with others
    e) An open, standards-based API that automatically provides RESTful access and an expressive query language for every dataset
    f) Ability to embed live data, maps and charts on State of Michigan websites
    g) Ability for geospatial data allowing users to create online maps
    h) Wizard functionality simplifying the creation, deployment and management of enterprise-class APIs

C. Performance measurement and reporting functionality:
    a) Easy-to-use interfaces to organize performance data from multiple sources that employees or citizens can access, depending on permissions granted
    b) Dynamic dashboards that allow for reviewing progress against goals and help to demonstrate to employees how their programs are connected
    c) Automatic calculation and reporting of progress against strategic goals
    d) Ability to create dynamic reports and share them with others
    e) Ability to create interactive public dashboards giving citizens easy access to performance information
    a) Flexibility in dashboard graphics (ability to choose different graphics and colors)
    a) Drill down capabilities from all dashboard views into detailed performance measures and related root data

D. Other functionality:
    a) Mobile optimized CSS
    b) Option for Single Sign-on
    c) Highly configurable interface
    d) Polling tool and/or Assessment Tool
    e) 508 Compatibility
    f) Front facing anonymity for users
    g) Social integration (Twitter, Facebook,Yammer)
    h) ADA Compliant
    i) Customer branding functionality
    j) Provide any other functionality that can be provided, not identified in the Deliverables
    k) Fault tolerant infrastructure that allows for high availability
    l) Proven method of ensuring the dataset remains unaltered such as digital signature methodologies, watermarking, or check-sums to ensure the on-going integrity of the datasets available for download.
    m) Back up all data with an industry standard solution
    n) Web accessible that support the World Wide Web Consortium (W3C) standards .Mobile access on “smart phone” platforms, (iPhone, Android and BlackBerry) shall also be available.
    o) Data discovery capability that allows end-users to search for and browse the State's entire library of public datasets also full text search within the dataset.
    p) Allow a view of the dataset to be embedded in any standard webpage external and internal to the State.
    q) Multiple download formats
    r) Sorting and filtering capabilities
    s) Role-based permission model which allows for datasets to be marked as public or private
    t) Ability to designate multiple accounts (dataset owners) to have the ability to create, modify or delete datasets
    u) Access to our Online Education Instructor led Coursework

E. Contractor will provide assistance in setup and training of the solution in addition to providing on-going consulting, training and support during the term of the contract.

2. The contractor is responsible for executing the services to meet the project objective and must include;
    a) SaaS hosted by Vendor
    b) Dedicated Support Manager
    c) Unlimited Help Desk support during normal business hours with: four hour response on critical issues and 24 hour response on normal help requests

Customer Team's deliverables include:
● Confirm final user acceptance.

ACCEPTANCE CRITERIA:
Final acceptance is State's written approval that the Product site meets the criteria defined in this SOW.

Interim and Deliverable acceptance criteria include:
Schedule will be jointly developed by the State of Michigan and Socrata with agreeable due dates.

Customer shall have five (5) business days commencing on the completion of each milestone of the Project under the Project Plan to either accept the Deliverables or provide Socrata a list of Nonconformities. "Nonconformities" shall mean a material failure of the deliverables to substantially comply with the terms of this SOW. Upon receipt of the Customer list of Nonconformities, if any, Socrata shall have fifteen (15) business days to correct any such Nonconformities. Upon Socrata's receipt of the corrected Socrata Deliverables the process of acceptance shall be repeated as set forth above until (i) Customer accepts Socrata Deliverables or, (ii) the Socrata Deliverables having failed on two (2) subsequent occasions to substantially comply with the terms of the SOW, Customer shall have the right, in its reasonable discretion to (a) request Socrata submit a corrective action plan within five (5) business days outlining measures to ensure substantial compliance or, (b) reject the Services and terminate this SOW. If Customer does not notify Socrata in writing of its acceptance, or provide a list of Nonconformities as set forth above the Socrata Deliverable shall be considered to be accepted by Customer.

Socrata will reallocate resources to another project due to material delays caused solely by the State during any Project Phase. Socrata will not be liable for failure to meet Project Plan timelines delays caused by the State or by reallocation of resources due to such State delays.

Socrata shall also have five (5) business days commencing on the completion of the applicable milestone activity to certify that a State deliverable (if any) was performed substantially in accordance with the SOW. The parties shall follow the same acceptance process noted above until the deliverables are substantially in accordance with this SOW.

PROJECT CONTROL AND REPORTS:
The Socrata Project Manager will communicate regularly to the Customer Project Manager including:
- Regular status reports
- Project Budget remaining
- Agenda for all meetings and document meeting notes and action items

Socrata roles include:
- Account Manager: Escalation resource and overall manager of Customer account
- Project Manager: Overall Project monitoring, planning, and execution of the Project. Provide consulting services throughout the Project on best practices and solution design. Act as Socrata's point of content for the entirety of the engagement described in this SOW
- Customer Success Manager: Responsible for support and measuring of overall program goals. Engage with the Michigan team post-launch to help evolve program long-term.
- Support Specialist: Provide technical support and triage for Platform issues. Provide "how to" training for Platform tools.

- Data Analyst: Assist with the transformation and extraction of data. Support automated publishing working sessions.
- Developer: Implement preferred site design (template)

All issues or questions raised by Socrata team and the State of Michigan personnel within a reasonable timeframe depending on the issue will be addressed by the Project team. Timely response is imperative if the Project is to maintain an aggressive rate of progress.

Deviations that arise during the project will be managed through the Project Change Management Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. Socrata has an hourly rate of 200 / hour for services.

PROJECT PLAN

IMPLEMENTATION SUMMARY OF SCOPE

Based on our current understanding of your needs, we have defined the following summary scope for the Perspectives component implementation:

Service Packages Included:

- Program implementation plan
- Education plan by role for all users
    - Unlimited access to online training *via* webinars and videos
- Recommended Marketing program
    - PR kit and social media support for launch events
- Perspectives Program
    - Configuration of Perspectives module on customer domain
    - Configuration of one (1) customer-specific story "style" (fonts, colors) to be available across all Perspectives stories
    - Expert consulting for "storytellers" on creating Perspective stories, including building compelling visualizations and crafting effective narratives
    - Unlimited Story creation by licensed Perspectives users

Total consulting services not to exceed 32 hours.

Outcomes:

- Identify the critical business challenges that Customer's data owners are seeking to solve
- Deployment of Socrata Perspectives on Customer's open data platform
- Customer knowledge transfer on how to add and curate data and stories
- Identification of end user communities, their goals, and motivations
- The stories and context that end-user communities need to understand the data and has been identified
- A Perspective story is created and ready to be published
- A custom Perspectives theme is configured to match stories to Customer's style and branding guidelines

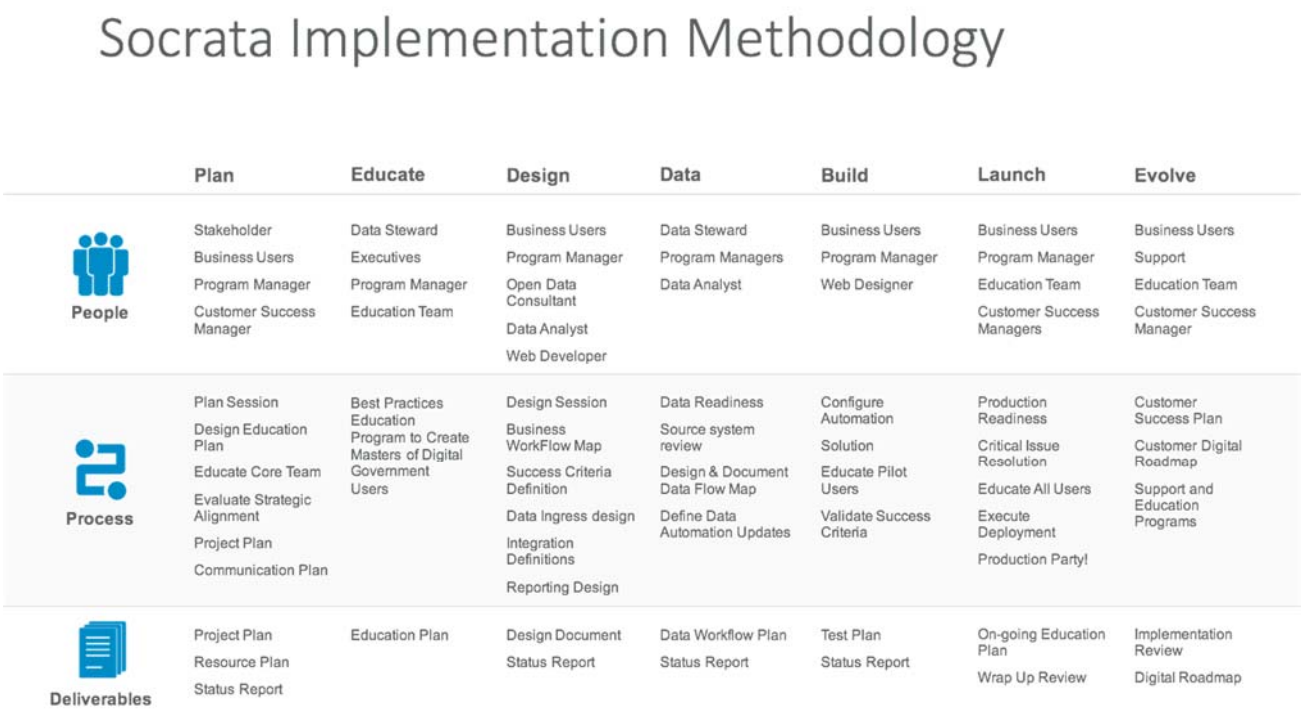
Outside of Scope

This component of the SOW does not include the following activities:

- Data analysis services
- Customizations to the Open Data Platform Product
- Customizations to the Perspectives Product
- Assistance with data integration, data uploading, or transformation of data
- Customizations to more than one Perspectives story "style"

PROGRAM APPROACH: SOCRATA'S IMPLEMENTATION METHODOLOGY

Socrata will deliver the scope defined within this SOW using the Socrata Customer Success Methodology, which is defined below:



Socrata's Implementation Methodology is a best practice approach to delivering repeatable success with quality and excellence in a timely manner. It is designed to evolve our Customers through the Digital Government Maturity model in an iterative approach providing increased capabilities along their roadmap.

Stage 1: Plan

The "Plan" stage of the Socrata Implementation Methodology is the first stage in which we create a Program plan that includes the activities, timeline and resources required to deliver the defined outcomes within this SOW. This summary level plan will include incorporating a recommended education plan by role for various Customer engagement team members, a test plan and a marketing and communications plan to be followed during customer launch. The goal of the Plan stage is to confirm scope, resources, timeline, and budget to enable the implementation of Customer project defined within this SOW.

Socrata Recommended Preparation Activities
Tasks for Customer team to complete prior to Program start:

- Identify team members and classify into Program roles, including:
  - Executives
  - Administrators
  - Publishers
  - Curators
- Identify key dataset(s) and associated stories for Program engagement
- Identify any compelling events or key dates

Plan Activities

- Program planning session
- Creation of detailed Program plan
- Data readiness evaluation

- Risk assessment
- Creation of team education plan, to be leveraged during the Educate stage
- Creation of communication plan, to be leveraged during the Launch stage
- Confirmation of scope, timeline, and resources
- Configuration of Perspectives product and Open Data Platform to be ready for use

Plan Deliverables
Socrata Consulting and Education Teams' deliverables include:

- Program, education, resource, marketing and communication plans
- Initial consulting engagement agenda
- Creation of a QA/QC plan, to be leveraged during the Build stage
- Data readiness evaluation
- Risk assessment

Customer Team's deliverables include:

- Applicable Education courses completed prior to start of Program Manager start date
- Customer preparation tasks completed as applicable

Education Plan

This Education Plan will specify the approach to educating the Customer team on the Socrata solution. This will include recommendations around pre-engagement beginning and advanced levels of education for the Program team and data stewards for identified datasets and corresponding stories.

Course Description	Suggested Roles*
Socrata Fundamentals	• Administrator • Publisher • Executive • Curator
Administering Your Site	• Administrator
Data Integration	• Administrator • Publisher
Data Integration Office Hours	• Administrator • Publisher
Advanced Visualisations	• Administrator • Publisher • Curator
Creating Stories in Perspectives	• Administrator • Publisher • Curator

STAGE 2: EDUCATE
The "Educate" stage of the Socrata Customer Success Methodology leverages the team education plan and requires that the initial mandatory training prescribed for key Program team members be completed in order to move on to other phases of the Program. This includes Socrata Education Program classes and specialised training as needed for the Program and as described in the education plan.

Educate Activities

- Orientation to Socrata Education Program and the Socrata Knowledge Base
- Core Team Training based on recommended Education Plan
- Develop End User Training Plan and ongoing Training Plan
- Unlimited access to online training *via* webinars and videos
- Based on the Education Program Purchased in Order Agreement the following additional education options are also available:
    - Instructor-led interactive virtual Education courses
    - 1 hours per topic sessions, per a set schedule optimized for US timezones
    - Unlimited course attendance
    - Topics available:
        - Intro to Open Data
        - How to Publish Data
        - Data Readiness
        - Data Integration and Automated Publishing
        - Administration (for Apps, for Open Data, for Open Performance)
        - Advanced Visualizations and Data Storytelling
        - Dashboards and Creating Goals
        - Performance Management
        - Marketing and Communications Planning
        - Creating Stories in Perspectives
        - Includes advanced courses:
            - Promoting Your Launch and Beyond
            - Programmatic Best Practices
    - Best practices on different vehicles for an Open Data policy
    - Assist and facilitate outreach and training of agencies and departments and external users

Educate Deliverables

Socrata Consulting and Education Teams' deliverables include:

- Final Education plan by role
- Education plan communication to all team members
- Administrators and Publishers educated and ready for implementation
- Recommended End User Training Plan

STAGE 3: DESIGN

The objective of the "Design" stage is to architect the Perspectives product to meet the goals and objectives defined in the "Plan" stage.

Design Activities

- Conduct Program Design Session based on Design Session Agenda provided by Socrata
- Define Perspectives template styling
- Data readiness evaluation
- Create a prioritized list of stories to publish

Design Deliverables

Socrata Consulting and Education Teams' deliverables include:

- Data readiness evaluation
- Design document

Customer Team's deliverables include:

- Agreement on design requirements for Perspectives story "style" branding

STAGE 4: DATA

The “Data” stage of the Program verifies that the data Customer will be using for their stories are ready to be used to create the visualizations needed for their stories. Customer team will be coached on data structure and format that support the business needs and objectives of Customer.

Data Activities

- Dataset readiness assessment
- Prioritized story roll-out plan

Data Deliverables

Socrata Consulting and Education Teams’ deliverables include:

- Assessment and recommendations for data to be used in stories
- Story inventory template

Customer Team’s deliverables include:

- At least one dataset ready for use on the Socrata Platform in support of the storytelling efforts

STAGE 5: BUILD

The objective of the “Build” stage is to evolve the Open Data platform to meet the requirements defined in the “Design” stage.

Build Activities

- Create at least one (1) Perspectives story
- Verify results meet Program business objectives
- Update Test Plan and determine test plan length
- Test and Validate Solution
    - Technical Validation
    - Business Process Validation
    - Review Go-Live Critical Issues
    - Resolve Go-Live Critical Issues
- User acceptance approval

Build Deliverables

Socrata Consulting and Education Teams’ deliverables include:

- Production site tested and validated
- Up-to-date implementation issues log with designated critical issues and resolution tracks
- Additional curator and publisher education plans
- Execute End User Training Program (in a train-the-trainers model)

Customer Team’s deliverables include:

- Completed QA/QC test plan
- End user acceptance approval
- End user training completed

STAGE 6: LAUNCH

The “Launch” stage of the Program is the final stage focused on production readiness. It includes the activities for preparing the Customer team for using the new Socrata Data Platform in production effective on the designated Go-Live date. This stage will ready the Customer engagement team for following new business practices and processes for using data and stories on the Socrata platform, as well as providing education and marketing activities for all end users to understand the value of the data available and how best to use the data to optimise their operations or provide them with important information about the government organisation, programs and/or performance. This audience may be the general public or users internal to the organisation. Socrata will provide support to the Customer engagement team during this stage.

Launch Activities

- Confirm Go-Live date
- Launch activities (events, announcements, etc.) confirmed

- Execute Marketing communication plan (both internal and external)
- Confirm SOW scope complete
- Confirm customer has signed up for Socrata's Customer Community
- Conduct Program Wrap Up Session
- Transition to Customer Success and Customer Support

Launch Deliverables

Socrata Consulting and Education Teams' deliverables include:

- At least one Story that is ready to be published
- Education on Customer Success Plan and Customer Support processes

Customer Team's deliverables include:

- Confirm final user acceptance; Product site meets success criteria defined in SOW

OVERVIEW OF PROGRAM PLAN

Perspectives Program Agenda						
32 Hours	**4 Hours**			**28 Hours**		
	Week 1	**Week 2**	**Week 3**	**Week 4**	**Week 5**	**Week 6**
Plan (4 Hours)						
Setup Socrata Access						
Define Goals & Objectves						
Define Success Criteria						
Build Detailed Plan						
Educate						
Define Core Education Plan by Role						
Core Team Training						
Define Pilot Team & End User Education Plan						
Design (8 Hours)						
Solution Design Session						
Define User Community						
Plan Pilot test						
Branding Requirements and Assets Gathering						
Create Team Marketing Plan						
Team Review & Acceptance of Design Document						
Data (4 Hours)						
Story Inventory & Prioritization						
Dataset Standardization & Readiness Review						
Data Ingress & Publishing						
Data Validation & Acceptance						
Build (12 Hours)						
Perspectives Custom Build Theme						
Build Dataset Visualizations						
Build Perspectives Stories						
Functional Testing & Final Acceptance						
Use Case Testing & Final Acceptance						
Pilot Users Training						
Launch (4 Hours)						
Create Launch Plan						
Critical Issue Resolution						
Execute Launch Plan						
End User Training Plan						
Execute Marketing Plan						
Wrap Up Session						
Socrata Launch						

The proposed program plan is tentative and is contingent on several criteria, including having an authorized contract to perform work, availability of relevant team members from both Customer and Socrata for the duration of the program, and that Customer is able to provide datasets needed to support the identified Perspectives stories.

PAYMENT SCHEDULE

Payment of $6400.00 will be made in one lump sum on Satisfactory Final Acceptance at conclusion of the contract. DTMB will pay CONTRACTOR upon receipt of properly completed invoice which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project

Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees.

Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The Socrata contact person is:

Natalie LaBarbera, Regional Account Manager
Office: 651-730-0188 Cell: 612-220-0710
natalie.labarbera@socrata.com

The designated DTMB Project Manager is:

Frank Cillette
Office of Performance and Transformation
Romney Bldg., 8th floor
111 S. Capitol Ave.
Lansing, MI 48933
517.241.8277
cillettef@michigan.gov

Project Manager's responsibilities include:

- Manage the State's personnel and responsibilities for this Project.
- Serve as the interface between Socrata and all Customer departments participating in the Project, including participating in all status meetings.
- Administer the Project Change Management Procedure with the Socrata Project Manager.
- Obtain and provide information, data, and decisions within 3 working days ofSocrata's request unless Customer and Socrata agree in writing to a different response time.
- Help resolve Project issues and escalate issues within Customer's organization, as necessary, including deviations from Project schedule.

STATE RESPONSIBILITIES:
Many aspects of the work require knowledge and background that can only be provided by State staff. Socrata recommends the following staff assignments, which can be completed by one individual or by multiple individuals:

- Executive Department head with the ability to mandate process change and exercise budgetary control.
- Project Manager: Overall Project monitoring, planning and execution of the Project.
- Curator: Expert on a particular data area, e.g. a Subject Matter Expert. Expertise on the curation and context required for data publishing
- Publisher: Ensure optimal utilization of Open Data solutions. Expertise on the use of the Socrata solution. Participate in the extraction and publishing of content
- Administrator: Strategic and tactical responsibility for the Socrata landscape. Proficient in maintaining Socrata solution. Establish and enforce effective management processes

State responsibilities include:

- Provide resources to review and approve the deliverables as they are processed and tracked to the Project plan. Any deviation from this delivery and review schedule may impact the Project.
- Provide expertise to support the initiative on a timely basis as requested by the Socrata team.

- Ensure that its staff is available to provide such assistance as Socrata reasonably requires and that Socrata is given reasonable access to senior management, as well as any members of its staff to enable Socrata to provide the Services, if any.
- Ensure that staff have the appropriate skills and experience. If any State staff fails to perform as required, State will make suitable additional or alternative staff available.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at locations provided by Socrata as well as various State facilities in Lansing, MI.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing. Socrata personnel may work hours other than those defined as normal business hours to accommodate their travel schedules, Customer requests, and to accomplish specified deliverables in this SOW.

No overtime will be permitted.

MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
IT SERVICES
STATEMENT OF WORK

Project Title: **Financial Accountability System**	**Period of Coverage:** **11/15/2016 – 4/30/2019**
Requesting Department: **Department of Treasury**	**Date:** **11/15/2016**
Agency Project Manager: **Suzanne Schafer**	**Phone:** **517-373-3227**
DTMB Project Manager: **Jim Williams**	**Phone:** **517-636-0132**

This State of Work is governed by the Terms of Contract 071B66000011.

BACKGROUND:

The State of Michigan Department of Treasury (Treasury) collects financial data from and provides services to units of local governments and school districts within the state of Michigan. The Department of Technology, Management and Budget (DTMB) collects, connects, and improves public education data for Michigan's PK-12 community.

The Department of Treasury, Bureau of Local Government Services collects and reports various data from local units of government annually. Currently, data comes into the Bureau through a variety of systems and formats. There are 1856 units of local government (local units): 83 counties, 278 cities, 1,240 townships, and 255 villages; and 900 public schools: 56 intermediate school districts, 545 local educational authorities, 298 public school academies, and one educational achievement authority.

PROJECT OBJECTIVE:

The purpose of the Statement of Work (SOW) is to fulfill the requirements of Section 840 and 958 of Public Act (PA) 252 of 2014 to which require the development, implementation and ongoing maintenance of a publicly accessible statewide online citizens guide and financial accountability dashboard web service that offers access to state of Michigan reports and data from municipalities, local and intermediate school districts as a common transparency solution and that has a fiscal stress warning system as developed by Treasury and/or DTMB. A financial accountability dashboard is defined for purposes of this work statement as a graphical interface that provides at-a-glance access to a variety of different metrics that can be used to see how local units and public schools are performing financially. Each metric is presented at a high level with the capability to drill down into additional detail. Metrics will include the current year and a five year trend line. This dashboard will display local government and public school data relevant to the financial position and operation of units of local government or public school as defined by Treasury and/or DTMB and will have the capability to generate a citizen's guide to meet the requirements for funding under Section 952 of PA 252 (also known as revenue sharing.) This dashboard will also include functionality to allow public interactivity such as, but not limited to, comparability of local units or public schools based on criteria defined by Treasury or DTMB as well as allow querying functions based on parameters defined by the public user. The dashboard will be developed by a Contractor, in consultation with Treasury and DTMB to be managed and maintained by Treasury and DTMB staff. Socrata will host the publicly accessible (desktop, laptop, and mobile devices), web-based dashboard as well as receive data from Treasury and DTMB. Some data required by PA 252 may not be obtainable from these two sources such as accurate crime statistics, shared services, etc.

TASKS & DELIVERABLES:

Contractor shall provide technical support to assist with the following tasks needed to establish a financial accountability system for schools and citizens of the state of Michigan:

a. The user-friendly, web-based, interactive financial accountability system (dashboard) will illustrate, in dashboard format, the following (business rules for each Report/Function to be defined by Treasury and/or DTMB):

Report/Function	Public School	Data Source (Public School-Estimated Data Source)
Fiscal Distress Indicators	X	TBD*

Revenues and Expenditures	X	FID**, EEM***
Statement of Financial Position	X	FID, EEM
Unfunded Liabilities	X	FID, EEM
Long-Term Debt	X	FID, EEM
Crime Statistics		
Public Safety		
Shared Services		
Revenues and Expenses per Full Time Employee	X	TBD
Enrollment	X	FID, EEM
Retirement Rates	X	FID, EEM
Comparison of Statistics between local units or school districts	X	TBD
Citizens Guide		
Other Reports/Statistics as determined by Treasury or DTMB	X	TBD
Links to other financial data sources	X	TBD

* To be defined
**Financial Information Database
***Educational Entity Master public data sets

i. Socrata must offer multiple ways to upload data into the system including but not limited to uploading through the User Interface (UI) using the "wizard", manually creating datasets, and programmatically publishing updates to large datasets from source systems, Treasury and/or DTMB staff will be trained on all of these options as deemed appropriate for each dataset and a team preference.
ii. Socrata must allows for the assignment of specific roles/permission to individual users that grant levels of publishing rights.
iii. All software items provided by Socrata must be ADA complaint and adhere to the Look and Feel Standards provided at www.michigan.gov/somlookandfeelstandards.
iv. The dashboard shall provide graphical displays, as defined by Treasury and/or DTMB, of various metrics such as current year data, 5 year trend data, and comparison capabilities within and without a local unit.

b. Socrata will advise on and configure three COTS products, Open Budget and Open Expenditures, and the Socrata Open Data Portal that will enable Treasury, citizens to drill-down into complex financial data sets from schools.
c. Socrata shall develop a web-based dashboard as described in this SOW. Treasury and DTMB staff must be able to easily manipulate the layout and content of the finished website. This includes, but is not limited to, adding, deleting, or inactivating local units of government; layout of webs screens; adding or deleting metrics; changing database fields, etc.
    i. Knowledge Transfer through Customer Success Managers
    Socrata's assigned Customer Success Manager is a perpetually free resource to the State to maximize the success and continued excellence of the proposed State Level Financial Reporting (SLFR) system, by:
        a) Building and managing negotiations and trusted relationships with key data providers, with respect to public information, privacy, data sharing and level of access.
        b) Providing consistent project updates to the project team.
        c) Managing the overall decision-making processes and proactively identifying, analyzing and resolving issues.
        d) Managing the development of a brand and marketing strategy. Developing a best in class on-line portal for the Michigan Department of Treasury and maintaining strong community engagement.
        e) Managing roll-out, enhancement strategy and maintaining documentation.
        f) Having industry knowledge and leadership regarding innovation trends, emerging market shifts.
        g) Effectively maintain key contacts related community engagement and data integration.

    Socrata also provides ongoing assessments, strategic and tactical trainings and resources, and insights from their expanding customer community. Socrata's Customer Success Managers must work with Treasury and DTMB for the duration of the contract to provide expertise, direction and direct resources internally to advocate and execute on challenges and needs.
    ii. Knowledge Transfer through Training

The majority of Socrata customers are able to be fully trained to Administer and use the Socrata Open Data Platform during the "train the trainer" strategy employed as part of the implementation process and through remote training sessions hosted through online through Socrata Education Package. When applicable, Socrata will provide on-site training to supplement the web-based training. Web-based and on-site training can consist of sessions for administrators, publishers and developers. Refer to Tasks section k.

d. The finished web site dashboard design and layout should be simple for users to navigate, and provide for straightforward analytical interpretation. Socrata will preform usability testing before releasing the COTS application to the public.
e. All data obtained from a school must be reviewed and approved by the Treasury Project Manager before the data is provided for data entry or uploading/importing data to the system.
f. The system shall provide public users the ability to query datasets, as defined by Treasury or DTMB, based on parameters defined by the public user. Treasury or DTMB may require some queries to contain mathematical, statistical, or financial functions to produce individualized results.
g. The system must allow for both Treasury and DTMB to set-up role based security for all users of the system.
h. The Internet based system must be secure and accommodate at least three thousand (3,000) role based named users and must not limit the number of users with viewing access on the public website.
i. The system must provide authorized State users with external website usage statistics reports as defined by Treasury and DTMB in a manner determined by each department as well as access to the raw website usage statistics for ad hoc reporting.
j. Socrata will provide electronic documentation of the structure of the system such as:
    i. Canonical Data Model with Extensions – Socrata transfers data via "flat files" which includes but is not limited to (SQL tables, .csv, .xls files), Socrata's data model as a whole is based off of a NoSQL architecture and can be set up to map exactly to the needs of the customer or project that Socrata engages with.
    ii. Data Dictionary – Datasets in the proposed solution include query-able metadata that can be compiled into a data dictionary.
    iii. Interchange Schema – Socrata has no schema requirements for exchanging data. Socrata maps to existing fields and databases and supports a multitude of different data formats for transference.
k. Socrata shall perform the following System Testing and Miscellaneous Support:
    i. Socrata will submit a comprehensive test plan to the Agency Project Manager that encompasses all systems, processes, and functionality. Socrata will also provided automated testing, both to augment functional testing, as well as regression testing. In cases where testing reveals areas where the functionality either is not working or differs from the expected behavior, these issues are added to the backlog and appropriately prioritized by Treasury. Treasury may develop its own test plan to supplement Socrata's plan. Upon completion of testing the Agency Project Manager will require a signature sign-off from Socrata, Department of Technology, Management and Budget (DTMB) Project Manager, and other principal test participants.
    ii. A separate fully functioning test environment (UAT) that is a replica of the production environment must be available upon request to allow Treasury staff to validate product functionality before moving to production environment.
    iii. Socrata shall provide a technical contact during testing who will support the State's information technology staff. The technical contact will possess thorough knowledge of Socrata's technical processes in order to act as a resource and central point-of-contact for technical questions, problems, and issues.
    iv. Socrata must document issues and problems for tracking purposes, Socrata shall maintain an issues tracking system or support ticket log system. The system will contain dates, problem description, resolution, and other details related to the issue. The system will be made available to Treasury.
    v. Socrata must have tools and staff in place to monitor that the system is up and available as expected.
l. Socrata is responsible for training up to five (5) State users and providing training manuals electronically. Training shall provide State users with knowledge to manage the solution and will address how the State will utilize the system on a day to day basis. In addition to initial training of State users, Socrata must also provide a one day, on-site training session for each major application change. A training manual must accompany each training session.

    i. <u>Manuals</u>
    Socrata will produce manuals and documentation to support Administrators and users of the Open Data Platform. The content will also be available online for download. Other content will be made available during specific points of the training process delivered during implementation and available upon request.
    ii. <u>Online documentation and/or help</u>
    Socrata will provide and maintain an online support portal and knowledge base that contains extensive content on usability and administering the Socrata's Open Data Platform. Developer documentation is available at online, as well as, specific libraries. Updated web links must be provided to Treasury's Project Manager by Socrata.
    iii. <u>On-site and web-based training</u>

The majority of Socrata customers are able to be fully trained to Administer and use the Socrata Open Data Platform during the "train the trainer" strategy employed as part of the implementation process and through remote training sessions hosted online (a list of URL's will be maintained by Socrata and the list of URL's and any updates will be provided to the Treasury Project Manager). When applicable, Socrata will provide on-site training to supplement the web-based training. Web-based and on-site training can consist of sessions for administrators, publishers and developers.

iv. Publisher and Administrator Functional Training

Publishers and administrators will learn the end-to-end process of taking existing data and publishing it directly onto the new site using the web-based interactive Socrata publisher tools.

- The data publisher team will learn how to transform data from existing databases into a file format that can easily be ingested into Socrata.
- Learn best practices for making data easily consumable by an audience.
- The data publisher team will learn how to embed the Socrata Data Player and track its web performance.
- How to configure a Socrata datasite; manage security and role-based privileges; design an appropriate social experience for users; and use the site wide analytics to track usage, distribution and consumption.
- Publisher and administrator training is delivered remotely on the Web.

v. Developer API Training

Socrata Program Manager will deliver in-person training sessions for developers who want to learn programmatic access, integration and application development via the Socrata Open Data API (SODA). The content of the training will vary depending on the needs of the team, but it will include:

- An overview of the SODA API documentation and capabilities and the developer resources that are available online (a list of URL's will be maintained by Socrata and the list of URL's and any updates will be provided to the Treasury Project Manager).
- Practical training on how to feed data programmatically into a Socrata-powered site from existing databases making real-time dataset updates and changes easy;
- Using the SODA API to enable bi-directional integrations with other 3rd party systems and applications;
- A hands-on exercise to build a sample application using SODA.

vi. Help desk operations including staffing and hours of availability

Socrata provides several options for long term technical support. Included with every cloud instance is access to our Basic Customer Support Package that provides email, phone and web support Monday through Friday, from 9:00am to 9:00pm ET with set SLAs based on severity levels which are identified within Master Contract 071B6600011.

The Initial Training will take place within an agreed upon time frame of the awarded project but can be as soon as signing day and the topics covered within the first training will be agreed upon based on the needs of Treasury's project team as identified during the project.

Support.socrata.com is Socrata's online documentation site and customized support sessions are ran through a webex like tool.

New Employees and subcontractors have full access to Socrata documentation, Socrata Support Services and everything else available to customers during the initial implementation. Socrata does not restrict support after initial launch. Post launch resources and on going support is one of the main tenants to any Socrata engagement.

m. In the event of Contract expiration or termination, all data must be provided to the Department of Treasury and DTMB within five (5) business days of request in a mutually agreeable format. All data has to be removed from the terminated system and all backups must be given to Treasury and DTMB in a mutually agreeable format. Upon termination, Socrata must remove all association with Treasury and DTMB from the applicable websites. Socrata will provide the data in the following formats:

- CSV (Comma Separated Values)
- Microsoft Excel XLS
- Microsoft Excel XLSX
- XML
- JSON
- RDF
- RSS (with GeoRSS information if there is a Location column in the dataset)
- PDF

All of the above formats are also available for that data in filtered views, and are also available to developers via the Socrata's Open Data Consumer API. Geospatial content can be downloaded in the above formats, as well as SHP, KML or KMZ.

n. Socrata must provide all data and reports to the public users via an Internet browser. The solution will support the latest versions of Microsoft Internet Explorer version Safari, Chrome, or Firefox and two previous version prior and must be viewable through mobile devices. No additional software or hardware will be required for the public customer and the customer may choose the format of the reports. The required formats will be the same formats Socrata provides for all Michigan Dashboards which will include CSV at a minimum.
o. The system response time for the end-user should not be excessively long. Response time must be on average three (3) seconds and in no circumstances longer than ten (10) seconds.
p. All system upgrades must be provided at no additional cost during the term of the Contract and shall be include in the maintenance costs.
q. Modifications to the reporting system must be transparent to users and must not require any updates on users' computers.
r. Socrata is responsible for backing up the data at least once per week, if not daily. Socrata must provide a disaster recovery plan and the system must be available no more than 5 business days after a disaster. Socrata must work with Treasury to perform an annual test of Socrata's disaster recovery plan.
s. Socrata must provide physical and logical system access controls and security necessary to ensure secure access for the functions described in this SOW, which will be subject to a security risk assessment by the State of Michigan. Socrata is required to complete a DTMB 170 security assessment.
t. Socrata must provide audit trail functionality for all system changes and updates access to the system; data entry/upload and edit events; and, error events. This shall be retained for a period of 24 months and shall include the following:
    i. Audit trail reports must be available to authorized users via the Internet.
    ii. Socrata will apply web usage analytics and reporting to the hosted site.
        a) Must provide detailed statistics about website's traffic and other statistics as deemed appropriate by Treasury and or DTMB.

    Treasury reserves the right to request data for the audit trail functionality for all system changes and updates access to the system; data entry/upload and edit events; and error events. This data will be stored by Treasury.
u. This service will operate 24 hours a day, 7 days a week, and must be available 99% of the time.
v. Socrata must notify the Agency Project Manager seven (7) days in advance of any scheduled downtime.
    i. Socrata must notify the Agency Project Manager seven (7) days in advance of any scheduled downtime. Scheduled downtime from maintenance windows follow a defined schedule:
        a) On the third Saturday of January, February, April, May, July, August, October, and November, Socrata-powered data sites may be unavailable from 8:00 PM to 9:00 PM Eastern time
        b) On the third Saturday of March, June, September and December Socrata-powered data sites may be unavailable from 8:00 PM to Midnight Eastern time

    All unplanned system outages/shutdowns must be reported immediately to the Agency Project Manager or designee and the following shall be reported within twenty-four (24) hours of problem resolution and restart. The system must allow Treasury to create and print reports compiling system outages/shutdowns.
    i. Elapsed downtime hours, start/end timeframes
    ii. Reason for interruption (root cause)
    iii. Impact on the systems (lost data, etc.) for each occurrence
    iv. Resolution to mitigate future occurrences and estimated time to resolve.

    Treasury can subscribe to real-time updates on system outages/shutdowns at no additional cost.
w. Socrata will provide telephone support (technical and non-technical) to the State of Michigan from 9:00 a.m. to 9:00 p.m ET. on State business days and will respond to concerns according to the severity levels agreed to within the Master Contract 071B6600011.
x. Socrata is responsible for working with the State, local units of government and other contractors (e.g. Department of Education, DTMB, information technology systems contractors, etc.) to assist in problem resolutions including but not limited to, establishing new communications channels, downtime, testing, etc.
y. Socrata must participate in a Business Rules Focus group. Participants in this work group will be determined by the Department of Treasury.

Training

Socrata plans to deliver education and support throughout the life of the project. These education resources take a few different forms including:

Activity	Description	Responsibility	Deliverables
Administrator Training	Socrata will provide training to help your team learn how to administer and use your Socrata for Public Finance instance.	Socrata / DTMB / Treasury	Administrator Training Session

Socrata Education	Socrata will provide access to live web trainings including: Socrata Fundamentals, Advanced Visualizations Administering your Site, Introduction to Automated Publishing Data Integration Office Hours Making the Most of the Latest Features	Socrata / DTMB / Treasury	Socrata Education live webinars
Socrata Coaching	30 hours of Socrata Coaching resources for 1-1 training around specific questions delivered by a member of our services team	Socrata / DTMB / Treasury	Socrata 1-1 tutor style training to answer specific questions
Socrata Support - Silver	Access to the Socrata Knowledge Base for online training and self-service support via the support portal at support.socrata.com Access to email support from 6:00am to 6:00pm PT and priority phone support 24x7x365 . Up to 55 hours of personal and team coaching per year. 2-hour response window during business hours	Socrata / DTMB / Treasury	support.socrata.com

PROJECT PLAN

The graph below depicts the preliminary project plan. The parties will revise this plan during Stage 1 to make it more specific.

Stage	**Kickoff**	**Month 1**	**Month 2**	**Start of Month 3**	**Middle of Month 3**	**End of Month 3**
1: Strategy and Tactics, Project Kickoff						
2: Data Governance, Administration and System Planning						
3: Implementation of Internal Pilot & Data Conversion						
4: Testing & Evaluation						
5: Go Live						

Stage 1: Strategy and Tactics: Project kickoff, plan and framework

Activity	**Description**	**Responsibility**	**Deliverables**

Project kickoff meeting	Socrata and Treasury will establish the strategic objectives of the public-facing dashboard Socrata will provide a draft agenda for review, hold a kickoff meeting on-site or via web conference, and provide a summary memo following the meeting	Socrata	Project kickoff meeting Project summary memo
Project plan	Socrata will create a project plan outlining project dates, tasks, and schedule. Data sources, data publishing workflows, and dashboard and site administration strategy will be established. This will be approved by Treasury project manager.	Socrata	Online project workspace created Online project plan with tasks and dates
Project Meetings	Socrata and Treasury will schedule and conduct implementation calls to review project status, resolve issues, and plan next steps during the process. Socrata will send a report each week during the implementation process that outlines completed tasks, tasks underway, and upcoming activities, as well as any outstanding risks or issues that must be addressed. Treasury will provide Socrata with needed information to complete tasks on schedule.	Socrata / Treasury	Online project plan with tasks and dates

Stage 2: Data Governance, Administration and System Planning

Solution Design	Socrata and Treasury will identify and document the public-facing dashboard requirements.	Socrata	Solution Design Document

Stage 3: Implementation & Data Conversion

Design Discovery / Branding Guidelines	Treasury should provide Socrata branding guidelines and other design inputs.	Treasury	Design discovery session
Visual Design	Socrata will develop a design comp for the top-level dashboard	Socrata	1 design comp
Site skinning, styling, and CSS	Socrata will tailor the look and feel of the Financial Dashboard to include the organization logo, metric tiles, a custom header and footer, and other styling to best match the branding guidelines and other materials provided by Treasury.	Socrata	Tailored site look and feel
Data Loading	Socrata will conduct a pre-launch data review, and work with your organization to identify data owners, integrate with source systems, and define template spreadsheets as needed	Socrata / Treasury	Data review
Metadata Configuration	Socrata will work with agency owners per metric, related documents and links per metric, narrative text, and goal images for metric page background	Socrata / Treasury	

Stage 4: Testing & Evaluation

Activity	Description	Responsibility	Deliverables
Customer Acceptance	Socrata will facilitate a round of customer acceptance testing, make changes to financial and demographic datasets,	Socrata / Treasury	Customer acceptance testing completed

Stage 5: Go-live

Activity	Description	Responsibility	Deliverables
Soft Launch	Socrata will coordinate with your team on a soft launch and conduct a one hour site review with your team.	Socrata /Treasury	Soft launch and site review
Go Live! Marketing Engagement	Socrata will coordinate with your DNS administrator to launch the site on your designated domain. Socrata's Marketing team will share with local and national media, social media, and provide a blog post. Marketing content will be approved by Treasury project manager. All marketing must be approved in writing prior to distribution by the Treasury Project Manager.	Socrata / Treasury	Site launch

Wrap Up and Next Steps

Activity	Description	Responsibility	Deliverables
Next Steps	Socrata will work with Treasury to identify next steps and facilitate ongoing support and training of Local Government Users where needed for the public facing dashboard	Socrata / Treasury	Next steps defined

ACCEPTANCE:

The following process will be used by the State to determine Acceptance of the services and/or Deliverables provided under this SOW:

Stage Acceptance

For each of Stages 1 – 5, Contractor will notify the State upon completion of all tasks listed above for each Stage. Within ten (10) business days of notice, the State shall either (i) notify Socrata that the State accepts the Stage services and deliverables; or (ii) advise Socrata of any deficiencies in the Services that do not substantially conform to the specifications listed in this Statement of Work. Within ten (10) business days of notice, Socrata shall correct any deficiencies. The State will approve a Stage after all deficiencies are corrected in that Stage.

Final Acceptance

Following the acceptance of all Stages, the State will grant Final Acceptance after the school module has successfully been live for forty-five (45) continuous calendar days with no more than three (3) interruptions and no individual interruption longer than four (4) hours. Upon completion of Final Acceptance, the Agency Project Manager will provide written acceptance of the system.

PROJECT CONTROL AND REPORTS:

Per existing contract.

PAYMENT SCHEDULE:

Payment will be made based on Final Acceptance of the Deliverables. At the beginning of each period of coverage an annual software and maintenance payment is due. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

A	B	C	D	E	F	G
Product Type	**Description**	**Start Term**	**End Term**	**Per Unit Price**	**Quantity (Years)**	**Total Fee (E*F) (USD)**
Software Package(s)						
SOC-APP-CUS	Premium Data Module	11/15/16	4/30/19	$120,000 (Annual, paid each year at the beginning of the term)	3	$360,000
SOC-PS-CTM	Medium Implementation Package	11/15/16	Upon completion of project in SOW	$50,000 (one-time, paid after Final Acceptance of all deliverables detailed in this SOW)	1	$50,000
SOC-PS-SUP-CTM	Additional Support – 25 Coaching Hours	11/15/16	Upon Completion	$2,275 (one-time, paid up front)		$2,275
SOC-PS-SU-S	Socrata Silver Support Package Includes 30 hours of coaching	11/15/16	4/30/19	*Included*	3	
Total Price						**$412,275**

EXPENSES:
The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The Socrata's Project Manager is:

Natalie LaBarbera, primary Sr. Account Manager & Project Manager
Office: 651-730-0188
Cell: 612-220-0710
Natalie.labarbera@socrata.com

Robin Rosenberg, Secondary Sr. Project Manager,
(206) 340-8008 ext 7210
Robin.rosenberg@socrata.com

Kevin Donohue, Secondary Project Manager
(206) 340-8008 ext 7298

Kevin.donohue@socrata.com

The designated Agency Project Manager is:

Suzanne Schafer
Department of Treasury
Local Government Financial Services Division
Lansing
Austin Bldg
517-373-3227
schafers7@michigan.gov

Carol Goslin, Secondary
Department of Treasury
Local Government Financial Services Division
Lansing
Austin Bldg
517-373-3227
goslinc@michigan.gov

The designated DTMB Project Manager is:

Jim Williams
Department of Technology, Management, and Budget
IT Agency Services
Dimondale
Operations Center
517-636-0132
Williamsj13@michigan.gov

Brandy Harger, Secondary
Department of Technology, Management, and Budget
IT Agency Services
Dimondale
Operations Center
517-636-4895
Hargerb@michigan.gov

AGENCY RESPONSIBILITIES:

Department of Treasury Project Manager's responsibilities include:

- Manage and assign the State's personnel and responsibilities for this Project.
- Serve as the sole point of contact for the Department of Treasury as it relates to this Project.
- Administer the Project Change Management Process with the Socrata Project Manager.
- Obtain and provide information, data and decisions within 3 working days of Socrata's request unless Treasury and Socrata agree in writing to a different response time.
- Help resolve Project issues and escalate issues with Treasury, as necessary determined by the Treasury Project Manager, including deviations from the Project schedule.
- Overall Project monitoring, planning and execution of the Project.
- If an assigned resource presumably fails to perform as required, it will be determined by the Treasury Program Manager if the state resource will be removed from the Project.

State's responsibilities include:

- Provide expertise to support the initiative.
- Provide resources to review and approve the deliverables as they are processed and tracked to the agreed upon Project Plan.

ADDITIONAL CONTRACTOR ASSIGNED PERSONNEL:

Stuart Gano, Data Solutions Architect/Web Developer
Stuart.gano@socrata.com

Hiko Naito, Sr. Web Developer

Hiko.naito@socrata.com

Natalie LaBarbera Sr. Account Manager & Project Manager
Natalie.labarbera@socrata.com

Robin Rosenberg, Sr. Project Manager
Robin.rosenberg@socrata.com

Peter Austin Moore, Sr. Data Analyst
Peter.moore@socrata.com

Elizabeth Allen, Customer Success Manager
Elizabeth.allen@oscrata.com

Kevin Donohue, Secondary Project Manager
Kevin.donohue@socrata.com

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:
Consultants will work in a combination of onsite and remotely depending on the type of work to be delivered. Preliminary meetings will be delivered onsite with following meetings depending upon a mutually agreed upon schedule during the project implementation. More details on the project schedule are outlined in the Project Plan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:
Socrata must provide services during the State's normal working hours Monday – Friday 8:00 a.m. to 5:00 p.m. EST, and possibly night and weekend hours depending on the requirements of the project. No overtime will be permitted.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **071B6600011**

CONTRACTOR	
	Socrata, Inc.
	83 S King Street
	Seattle, WA 98104
	Natalie LaBarbera
	651-730-0188
	natalie.labarbera@socrata.com
	*******2903

STATE			
	Program Manager	Moody Mike	DTMB
		517-335-1942	
		MoodyM1@Michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 284-7045	
		BarronJ1@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: Transparency Website for State Budget Office (SBO)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 15, 2015	October 14, 2016	4 - 1 Year	October 14, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME
NA	NA

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

NA

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		Click here to enter a date.

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$1,856,200.00	$ 0.00	$1,856,200.00

DESCRIPTION: Effective October 21, 2016, the parties add the attached documentation related to implementing a Flint Dashboard. This is a zero-dollar change notice; the Socrata Foundation will pay all associated costs. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement approval.

Hosted Software Subscription and Support Order

Product Type	Start Term	End Term	Per Unit Price	Term (Months)	Quantity	Total
(5) Perspective creation licenses	9/1/2016	12/31/2017	$0.00	15	1.00	$0.00
Open Performance	9/1/2016	12/31/2017	$0.00	15	1.00	$0.00
Support Program - Silver	9/1/2016	12/31/2017	$0.00	15	1.00	$0.00
Education Program - Premium	9/1/2016	12/31/2017	$0.00	15	1.00	$0.00
Open Performance Service Package	9/1/2016	12/31/2017	$0.00	15	1.00	$0.00
50 Public Goals	9/1/2016	8/31/2017	$0.00	12	1.00	$0.00
					TOTAL	$0.00

Background:

The State of Michigan and the City of Flint are partnering to establish a Flint Dashboard with metrics from various areas. The intent of this dashboard is to increase transparency of local and state priorities relating to Flint. The State of Michigan will provide initial support for implementing the dashboard and on-going support of updates as needed.

Standard Conditions Special Conditions

1. Special conditions override standard conditions in the event of an inconsistency.

Special Conditions

1. The State of Michigan will use the Socrata platform as detailed in this Quote through a grant from the Socrata Foundation until December 31, 2017 at which point the Foundation Grant will expire and the City of Flint may allow Socrata to participate in the City's selection process as required by City Ordinance on any future contract for the same or similar services.

2. As mutually agreed upon the Foundation Grant may be publicized in the following manner, so long as before publication, the following are subject to review and approval: All such publication must be factual only, and in no event shall parties involved endorse, promote, advertise or market Socrata's products or services.

- Develop a press release announcing the State of Michigan and Socrata's business relationship. Final press release test is subject to State of Michigan's and the City of Flint's approval.

- Develop a case study and video production for publication and marketing campaigns detailing implementation results. Final case study text and video are subject to the State of Michigan and the City of Flint's approval.

Contract Conditions

This order is subject to the product and service descriptions in the *Appendix 1* below and the agreement between Socrata and State of Michigan dated 10/15/15.

Appendix: 1: Product Descriptions

Product Type	Description
(5) Perspectives creation licenses	Creation License for Perspectives
Perspectives	Socrata Perspectives is an online software-based tool that allows customers to create stories around their data. It is tightly integrated with the core Socrata platform and lets subject matter experts share the insights they've derived from their data. Authors can place dynamic Socrata-powered visualizations on a page and enrich them with textual narration; add third-party content like images, videos and advanced visualizations; and then publish the finished story.
Support Program - Silver	Socrata Resources: Support Specialist. Access to the Socrata Knowledge Base for online training and self-service support via the support portal at support.socrata.com. Access to email support from 6:00am to 6:00pm PT and priority phone support 24x7 x 365. 2-hour response window during business hours. Up to 30 hours of personal and team coaching per year. Includes working with users on how to publish and curate data and visualizations. Includes ad hoc (1-on-1) training conversations on other aspects of your Socrata products
Education Program - Premium	Instructor-led interactive online learning sessions. 2 hours per topic sessions, per a set schedule optimized for US time zones. Unlimited attendance. Data Integration Office Hours. 2 on-site course per year of your choosing. 2 custom, virtual trainings per year. Topics available: Intro to Open Data, How to Publish Data, Data Readiness, Data Integration and Automated Publishing, Administration (for Apps, for Open Data, for Open Performance), Advanced Visualizations and Data Storytelling, Dashboards and Creating Goals, Performance Management, Marketing and Communications Planning. Includes advanced courses: Promoting Your Launch and Beyond, Programmatic Best Practices
Open Performance Service Package	Open Performance Service Package 160 hours
50 Public Goals	Goals for Open Performance
Open Performance	Socrata Open Performance helps government organizations facilitate performance management programs by enabling users to design and publish goals, track those goals on both public and private dashboards, and provide explanatory context and additional data to support the goals.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **071B6600011**

CONTRACTOR	
	Socrata, Inc.
	83 S King Street
	Seattle, WA 98104
	Natalie LaBarbera
	651-730-0188
	natalie.labarbera@socrata.com
	*******2903

STATE			
	Program Manager	Moody Mike	DTMB
		517-335-1942	
		MoodyM1@Michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 284-7045	
		BarronJ1@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: Transparency Website for State Budget Office (SBO)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 15, 2015	October 14, 2016	4 - 1 Year	October 14, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$1,800,200.00	$ 56,000.00	$1,856,200.00

DESCRIPTION: Effective October 3, 2016, the parties add $56,000.00 to the contract to renew the Transparency Website for the period 10/1/16-9/30/17 at the rate previously established in the contract. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement approval.

Form No. DTMB-3521 (Rev. 10/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

PROCUREMENT

525 W. ALLEGAN STREET
LANSING, MI 48933

P.O. BOX 30026
LANSING, MI 48909

CHANGE NOTICE NO. **2**
to
CONTRACT NO. **071B6600011**
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Socrata, Inc. 83 S. King Street Seattle, WA 98104	Natalie LaBarbera	natalie.labarabera@socrata.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	651-730-0188	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / OCI	Treasury/ DTMB IT Agency Services	Suzanne Schafer Jim Williams	517-373-3227 517-636-0132	Schafers7@michigan.gov williamsj13@michigan.gov
CONTRACT ADMINISTRATOR	DTMB - Procurement	Christine Mitchell	517-284-7020	Mitchellc4@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Enterprise Information Management Open Data Portal (DTMB CSS) – Statewide; Including Transparency Website for State Budget Office (SBO)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/15/2015	10/14/2016	4, 1 Year	10/14/2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		NA	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
NA			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	3 Years	☐		10/14/2019
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
$110,000.00	$1,690,200.00		$1,800,200.00	

DESCRIPTION: Effective 4/29/2016, the attached Statement of Work and Vendor quote are hereby incorporated into this Contract, and the Contract is increased by $1,690,200.00, to add the services and deliverables required to create and maintain the Financial Accountability Reporting System for the Department of Treasury, for the period of May 1, 2016 through 4/30/2019. No other pricing, terms or conditions are modified herein.

Authority: Agency request, DTMB Procurement approval, Contractor Agreement and Administrative Board Approval 4/19/2016.

MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
IT SERVICES
STATEMENT OF WORK

Project Title: Financial Accountability System	**Period of Coverage:** 5/1/2016 – 4/30/2019
Requesting Department: Department of Treasury	**Date:** 4/8/2016
Agency Project Manager: Suzanne Schafer	**Phone:** 517-373-3227
DTMB Project Manager: Jim Williams	**Phone:** 517-636-0132

Brief Description of Services to be provided:

This State of Work is governed by the Terms of Contract 071B6600011.

BACKGROUND:

The State of Michigan Department of Treasury (Treasury) collects financial data from and provides services to units of local governments and school districts within the state of Michigan. The Department of Technology, Management and Budget (DTMB) collects, connects, and improves public education data for Michigan's PK-12 community.

The Department of Treasury, Bureau of Local Government Services collects and reports various data from local units of government annually. Currently, data comes into the Bureau through a variety of systems and formats. There are 1856 units of local government (local units): 83 counties, 278 cities, 1,240 townships, and 255 villages; and 900 public schools: 56 intermediate school districts, 545 local educational authorities, 298 public school academies, and one educational achievement authority..

PROJECT OBJECTIVE:

The purpose of the Statement of Work (SOW) is to fulfill the requirements of Section 840 and 958 of Public Act (PA) 252 of 2014 to which require the development, implementation and ongoing maintenance of a publicly accessible statewide online citizens guide and financial accountability dashboard web service that offers access to state of Michigan reports and data from municipalities, local and intermediate school districts as a common transparency solution and that has a fiscal stress warning system as developed by Treasury and/or DTMB. A financial accountability dashboard is defined for purposes of this work statement as a graphical interface that provides at-a-glance access to a variety of different metrics that can be used to see how local units and public schools are performing financially. Each metric is presented at a high level with the capability to drill down into additional detail. Metrics will include the current year and a five year trend line. This dashboard will display local government and public school data relevant to the financial position and operation of units of local government or public school as defined by Treasury and/or DTMB and will have the capability to generate a citizen's guide to meet the requirements for funding under Section 952 of PA 252 (also known as revenue sharing.) This dashboard will also include functionality to allow public interactivity such as, but not limited to, comparability of local units or public schools based on criteria defined by Treasury or DTMB as well as allow querying functions based on parameters defined by the public user. The dashboard will be developed by a Contractor, in consultation with Treasury and DTMB to be managed and maintained by Treasury and DTMB staff. Socrata will host the publicly accessible (desktop, laptop, and mobile devices), web-based dashboard as well as receive data from Treasury and DTMB. Some data required by PA 252 may not be obtainable from these two sources such as accurate crime statistics, shared services, etc.

SCOPE OF WORK:

- Development
- Implementation
- Hosting
- Configuration
- End to End Testing
- Knowledge Transfer
- Training
- Marketing
- Maintenance and Support

- A financial accountability system for local units of government and citizens of the state of Michigan.

The State reserves the right to add public schools and other dashboard systems to Socrata's Master Contract by submitting a separate SOW.

ENVIRONMENT

Please reference requirements in Contract 071B6600011 Section 1.103 Environment.

TASKS:

Technical support is required to assist with the following tasks:

a. The user-friendly, web-based, interactive financial accountability system (dashboard) will illustrate, in dashboard format, the following (business rules for each Report/Function to be defined by Treasury and/or DTMB):

Report/Function	Local Unit of Government
Fiscal Distress Indicators	X
Revenues and Expenditures	X
Statement of Financial Position	X
Unfunded Liabilities	X
Long-Term Debt	X
Crime Statistics	X
Public Safety	X
Shared Services	X
Revenues and Expenses per Full Time Employee	X
Enrollment	
Retirement Rates	
Comparison of Statistics between local units or school districts	X
Citizens Guide	X
Other Reports/Statistics as determined by Treasury or DTMB	X
Links to other financial data sources (i.e. Census data, etc.)	X

i. Socrata must offer multiple ways to upload data into the system including but not limited to uploading through the User Interface (UI) using the "wizard", manually creating datasets, and programmatically publishing updates to large datasets from source systems, Treasury and/or DTMB staff will be trained on all of these options as deemed appropriate for each dataset and a team preference.
ii. Socrata must allows for the assignment of specific roles/permission to individual users that grant levels of publishing rights.
iii. All software items provided by Socrata must be ADA complaint and adhere to the Look and Feel Standards provided at www.michigan.gov/somlookandfeelstandards.
iv. The dashboard shall provide graphical displays, as defined by Treasury and/or DTMB, of various metrics such as current year data, 5 year trend data, and comparison capabilities within and without a local unit.

b. Socrata will advise on and configure three COTS products, Open Budget and Open Expenditures, and the Socrata Open Data Portal that will enable Treasury, citizens to drill-down into complex financial data sets from local governments.

c. Socrata shall develop a web-based dashboard as described in this SOW. Given the dynamic environment of local government, Treasury and DTMB staff must be able to easily manipulate the layout and content of the finished website. This includes, but is not limited to, adding, deleting, or inactivating local units of government; layout of webs screens; adding or deleting metrics; changing database fields, etc.
   i. **Knowledge Transfer through Customer Success Managers**
   Socrata's assigned Customer Success Manager is a perpetually free resource to the State to maximize the success and continued excellence of the proposed SLFR system, by:
      a. Building and managing negotiations and trusted relationships with key data providers, with respect to public information, privacy, data sharing and level of access.
      b. Providing consistent project updates to the project team.
      c. Managing the overall decision-making processes and proactively identifying, analyzing and resolving issues.
      d. Managing the development of a brand and marketing strategy, Developing a best in class on-line portal for the Michigan Department of Treasury and maintaining strong community engagement.

e. Managing roll-out, enhancement strategy and maintaining documentation.
f. Having industry knowledge and leadership regarding innovation trends, emerging market shifts.
g. Effectively maintain key contacts related community engagement and data integration.

Socrata also provides ongoing assessments, strategic and tactical trainings and resources, and insights from their expanding customer community. Socrata's Customer Success Managers must work with Treasury and DTMB for the duration of the contract to provide expertise, direction and direct resources internally to advocate and execute on challenges and needs.

II. **Knowledge Transfer through Training**
The majority of Socrata customers are able to be fully trained to Administer and use the Socrata Open Data Platform during the "train the trainer" strategy employed as part of the implementation process and through remote training sessions hosted through online through Socrata Education Package. When applicable, Socrata will provide on-site training to supplement the web-based training. Web-based and on-site training can consist of sessions for administrators, publishers and developers. Refer to Tasks section k.

d. The finished web site dashboard design and layout should be simple for users to navigate, and provide for straightforward analytical interpretation. Socrata will preform usability testing before releasing the COTS application to the public.

e. All data obtained from a local unit of government must be reviewed and approved by the Treasury Project Manager before the data is provided for data entry or uploading/importing data to the system.

f. The system shall provide public users the ability to query datasets, as defined by Treasury or DTMB, based on parameters defined by the public user. Treasury or DTMB may require some queries to contain mathematical, statistical, or financial functions to produce individualized results.

g. The system must allow for both Treasury and DTMB to set-up role based security for all users of the system.

h. The Internet based system must be secure and accommodate at least three thousand (3,000) role based named users and must not limit the number of users with viewing access on the public website.

i. The system must provide authorized State users with external website usage statistics reports as defined by Treasury and DTMB in a manner determined by each department as well as access to the raw website usage statistics for ad hoc reporting.

j. Socrata will provide electronic documentation of the structure of the system such as:
   i. Canonical Data Model with Extensions – Socrata transfers data via "flat files" which includes but is not limited to (SQL tables, .csv, .xls files), Socrata's data model as a whole is based off of a NoSQL architecture and can be set up to map exactly to the needs of the customer or project that Socrata engages with.
   ii. Data Dictionary – Datasets in the proposed solution include query-able metadata that can be compiled into a data dictionary.
   iii. Interchange Schema – Socrata has no schema requirements for exchanging data. Socrata maps to existing fields and databases and supports a multitude of different data formats for transference.

k. Socrata shall perform the following System Testing and Miscellaneous Support:

   a. Socrata will submit a comprehensive test plan to the Agency Project Manager that encompasses all systems, processes, and functionality. Socrata will also provided automated testing, both to augment functional testing, as well as regression testing. In cases where testing reveals areas where the functionality either is not working or differs from the expected behavior, these issues are added to the backlog and appropriately prioritized by Treasury. Treasury may develop its own test plan to supplement Socrata's plan. Upon completion of testing the Agency Project Manager will require a signature sign-off from Socrata, Department of Technology, Management and Budget (DTMB) Project Manager, and other principal test participants.

   b. A separate fully functioning test environment (UAT) that is a replica of the production environment must be available upon request to allow Treasury staff to validate product functionality before moving to production environment.

   c. Socrata shall provide a technical contact during testing who will support the State's information technology staff. The technical contact will possess thorough knowledge of Socrata's technical processes in order to act as a resource and central point-of-contact for technical questions, problems, and issues.

   d. Socrata must document issues and problems for tracking purposes, Socrata shall maintain an issues tracking system or support ticket log system. The system will contain dates, problem description, resolution, and other details related to the issue. The system will be made available to Treasury.

e. Socrata must have tools and staff in place to monitor that the system is up and available as expected.

l. Socrata is responsible for training up to five (5) State users and providing training manuals electronically. Training shall provide State users with the knowledge to manage the solution and will address how the State will utilize the system on a day to day basis. In addition to initial training of State users, Socrata must also provide a one day, on-site training session for each major application change. A training manual must accompany each training session.

Manuals
Socrata will produce manuals and documentation to support Administrators and users of the Open Data Platform. The content will also be available online for download. Other content will be made available during specific points of the training process delivered during implementation and available upon request.

Online documentation and/or help

Socrata will provide and maintain an online support portal and knowledge base that contains extensive content on usability and administering the Socrata's Open Data Platform. Developer documentation is available at online, as well as, specific libraries. Updated web links must be provided to Treasury's Project Manager by Socrata.

On-site and web-based training

The majority of Socrata customers are able to be fully trained to Administer and use the Socrata Open Data Platform during the "train the trainer" strategy employed as part of the implementation process and through remote training sessions hosted online (a list of URL's will be maintained by Socrata and the list of URL's and any updates will be provided to the Treasury Project Manager). When applicable, Socrata will provide on-site training to supplement the web-based training. Web-based and on-site training can consist of sessions for administrators, publishers and developers.

Publisher and Administrator Functional Training
Publishers and administrators will learn the end-to-end process of taking existing data and publishing it directly onto the new site using the web-based interactive Socrata publisher tools.

- The data publisher team will learn how to transform data from existing databases into a file format that can easily be ingested into Socrata.
- Learn best practices for making data easily consumable by an audience.
- The data publisher team will learn how to embed the Socrata Data Player and track its web performance.
- How to configure a Socrata datasite; manage security and role-based privileges; design an appropriate social experience for users; and use the site wide analytics to track usage, distribution and consumption.
- Publisher and administrator training is delivered remotely on the Web.

Developer API Training
Socrata Program Manager will deliver in-person training sessions for developers who want to learn programmatic access, integration and application development via the Socrata Open Data API (SODA). The content of the training will vary depending on the needs of the team, but it will include:

- An overview of the SODA API documentation and capabilities and the developer resources that are available online (a list of URL's will be maintained by Socrata and the list of URL's and any updates will be provided to the Treasury Project Manager).
- Practical training on how to feed data programmatically into a Socrata-powered site from existing databases making real-time dataset updates and changes easy;
- Using the SODA API to enable bi-directional integrations with other 3rd party systems and applications;
- A hands-on exercise to build a sample application using SODA.

Help desk operations including staffing and hours of availability

Socrata provides several options for long term technical support. Included with every cloud instance is access to our Basic Customer Support Package that provides email, phone and web support Monday through Friday, from 9:00am to 9:00pm ET with set SLAs based on severity levels which are identified within Master Contract 071B6600011.

The Initial Training will take place within an agreed upon time frame of the awarded project but can be as soon as signing day and the topics covered within the first training will be agreed upon based on the needs of Treasury's project team as identified during the project.

Support.socrata.com is Socrata's online documentation site and customized support sessions are ran through a webex like tool.

New Employees and subcontractors have full access to Socrata documentation, Socrata Support Services and everything else available to customers during the initial implementation. Socrata does not restrict support after initial launch. Post launch resources and on going support is one of the main tenants to any Socrata engagement.

m. In the event of Contract expiration or termination, all data must be provided to the Department of Treasury and DTMB within five (5) business days of request in a mutually agreeable format. All data has to be removed from the

terminated system and all backups must be given to Treasury and DTMB in a mutually agreeable format. Upon termination, Socrata must remove all association with Treasury and DTMB from the applicable websites. Socrata will provide the data in the following formats:

a. CSV (Comma Separated Values)
b. Microsoft Excel XLS
c. Microsoft Excel XLSX
d. XML
e. JSON
f. RDF
g. RSS (with GeoRSS information if there is a Location column in the dataset)
h. PDF

All of the above formats are also available for that data in filtered views, and are also available to developers via the Socrata's Open Data Consumer API. Geospatial content can be downloaded in the above formats, as well as SHP, KML or KMZ.

n. Socrata must provide all data and reports to the public users via an Internet browser. The solution will support the latest versions of Microsoft Internet Explorer version Safari, Chrome, or Firefox and two previous version prior and must be viewable through mobile devices. No additional software or hardware will be required for the public customer and the customer may choose the format of the reports. The required formats will be the same formats Socrata provides for all Michigan Dashboards which will include CSV at a minimum.

o. The system response time for the end-user should not be excessively long. Response time must be on average three (3) seconds and in no circumstances longer than ten (10) seconds.

p. All system upgrades must be provided at no additional cost during the term of the Contract and shall be include in the maintenance costs.

q. Modifications to the reporting system must be transparent to users and must not require any updates on users' computers.

r. Socrata is responsible for backing up the data at least once per week, if not daily. Socrata must provide a disaster recovery plan and the system must be available no more than 5 business days after a disaster. Socrata must work with Treasury to perform an annual test of Socrata's disaster recovery plan.

s. Socrata must provide physical and logical system access controls and security necessary to ensure secure access for the functions described in this SOW, which will be subject to a security risk assessment by the State of Michigan. Socrata is required to complete a DTMB 170 security assessment.

t. Socrata must provide audit trail functionality for all system changes and updates access to the system; data entry/upload and edit events; and, error events. This shall be retained for a period of 24 months and shall include the following:
    i. Audit trail reports must be available to authorized users via the Internet.
    ii. Socrata will apply web usage analytics and reporting to the hosted site.
        a. Must provide detailed statistics about website's traffic and other statistics as deemed appropriate by Treasury and or DTMB.

Treasury reserves the right to request data for the audit trail functionality for all system changes and updates access to the system; data entry/upload and edit events; and error events. This data will be stored by Treasury.

u. This service will operate 24 hours a day, 7 days a week, and must be available 99% of the time.

v. Socrata must notify the Agency Project Manager seven (7) days in advance of any scheduled downtime.
    i. Socrata must notify the Agency Project Manager seven (7) days in advance of any scheduled downtime. Scheduled downtime from maintenance windows follow a defined schedule:

        a. On the third Saturday of January, February, April, May, July, August, October, and November, Socrata-powered data sites may be unavailable from 8:00 PM to 9:00 PM Eastern time
        b. On the third Saturday of March, June, September and December Socrata-powered data sites may be unavailable from 8:00 PM to Midnight Eastern time

All unplanned system outages/shutdowns must be reported immediately to the Agency Project Manager or designee and the following shall be reported within twenty-four (24) hours of problem resolution and restart. The system must allow Treasury to create and print reports compiling system outages/shutdowns.

i. Elapsed downtime hours, start/end timeframes
ii. Reason for interruption (root cause)
iii. Impact on the systems (lost data, etc.) for each occurrence

iv. Resolution to mitigate future occurrences and estimated time to resolve.

Treasury can subscribe to real-time updates on system outages/shutdowns at no additional cost.

w. Socrata will provide telephone support (technical and non-technical) to the State of Michigan from 9:00 a.m. to 9:00 p.m ET, on State business days and will respond to concerns according to the severity levels agreed to within the Master Contract 071B6600011.

x. Socrata is responsible for working with the State, local units of government and other contractors (e.g. Department of Education, DTMB, information technology systems contractors, etc.) to assist in problem resolutions including but not limited to, establishing new communications channels, downtime, testing, etc.

y. Socrata must participate in a Business Rules Focus group. Participants in this work group will be determined by the Department of Treasury.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include:

Project Plan

Socrata plans to deliver education and support throughout the life of the project. These education resources take a few different forms including:

Training

Activity	Description	Responsibility	Deliverables
Administrator Training	Socrata will provide training to help your team learn how to administer and use your Socrata for Public Finance instance.	Socrata / DTMB / Treasury	Administrator Training Session
Socrata Education	Socrata will provide access to live web trainings including: Socrata Fundamentals, Advanced Visualizations Administering your Site, Introduction to Automated Publishing Data Integration Office Hours Making the Most of the Latest Features	Socrata / DTMB / Treasury	Socrata Education live webinars
Socrata Coaching	30 hours of Socrata Coaching resources for 1-1 training around specific questions delivered by a member of our services team	Socrata / DTMB / Treasury	Socrata 1-1 tutor style training to answer specific questions
Socrata Support - Silver	Access to the Socrata Knowledge Base for online training and self-service support via the support portal at support.socrata.com Access to email support from 6:00am to 6:00pm PT and priority phone support 24x7x365 . Up to 55 hours of personal and team coaching per year. 2-hour response window during business hours	Socrata / DTMB / Treasury	support.socrata.com

Milestone 1: Public Facing Dashboard - 400 hours $55,400 (400 x $138.5/hr)
Milestone 1 is focused on creating a public-facing dashboard that integrates data from local units across the State of Michigan and presents it in a meaningful and useful ways for the residents and State employees of Michigan. Stage 1

through 7 will be complete

Stage
1: Strategy and Tactics, Project Kickoff
2: Data Governance, Administration and System Planning
3: Implementation of Internal Pilot & Data Conversion
4: Testing & Evaluation
5: Go Live

Stage 1: Strategy and Tactics: Project kickoff, plan and framework

Activity	Description	Responsibility	Deliverables
Project kickoff meeting	Socrata and Treasury will establish the strategic objectives of the public-facing dashboard Socrata will provide a draft agenda for review, hold a kickoff meeting on-site or via web conference, and provide a summary memo following the meeting	Socrata	Project kickoff meeting Project summary memo
Project plan	Socrata will create a project plan outlining project dates, tasks, and schedule. Data sources, data publishing workflows, and dashboard and site administration strategy will be established. This will be approved by Treasury project manager.	Socrata	Online project workspace created Online project plan with tasks and milestone dates
Project Meetings	Socrata and Treasury will schedule and conduct implementation calls to review project status, resolve issues, and plan next steps during the process. Socrata will send a report each week during the implementation process that outlines completed tasks, tasks underway, and upcoming activities, as well as any outstanding risks or issues that must be addressed. Treasury will provide Socrata with needed information to complete tasks on schedule.	Socrata / Treasury	Online project plan with tasks and milestone dates

Stage 2: Data Governance, Administration and System Planning

Solution Design	Socrata and Treasury will identify and document the public-facing dashboard requirements.	Socrata	Solution Design Document

Stage 3: Implementation & Data Conversion

Design Discovery / Branding Guidelines	Treasury should provide Socrata branding guidelines and other design inputs.	Treasury	Design discovery session
Visual Design	Socrata will develop a design comp for the top-level dashboard	Socrata	1 design comp
Site skinning, styling, and CSS	Socrata will tailor the look and feel of the Financial Dashboard to include the organization logo, metric tiles, a custom header and footer, and other styling to best match the branding guidelines and other materials provided by Treasury.	Socrata	Tailored site look and feel
Data Loading	Socrata will conduct a pre-launch data review, and work with your organization to identify data owners, integrate with source systems, and define template spreadsheets as needed	Socrata / Treasury	Data review
Metadata Configuration	Socrata will work with agency owners per metric, related documents and links per metric, narrative text, and goal images for metric page background	Socrata / Treasury	

Stage 4: Testing & Evaluation

Activity	Description	Responsibility	Deliverables
Customer Acceptance	Socrata will facilitate a round of customer acceptance testing, make changes to financial and demographic datasets.	Socrata / Treasury	Customer acceptance testing completed

Stage 5: Go-live

Activity	Description	Responsibility	Deliverables
Soft Launch	Socrata will coordinate with your team on a soft launch and conduct a one hour site review with your team.	Socrata /Treasury	Soft launch and site review
Go Live!	Socrata will coordinate with your DNS administrator to launch the site on your designated domain.	Socrata / Treasury	Site launch
Marketing Engagement	Socrata's Marketing team will share with local and national media, social media, and provide a blog post. Marketing content will be approved by Treasury project manager. All marketing must be approved in writing prior to distribution by the Treasury Project Manager.		

Stage 6: Wrap Up and Next Steps

Activity	Description	Responsibility	Deliverables
Next Steps	Socrata will work with Treasury to identify next steps and facilitate ongoing support and training of Local Government Users where needed for the public facing dashboard	Socrata / Treasury	Next steps defined

Milestone 2: Local Gove
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Deliverables:

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Stage

1: Strategy and Tactics, Project Kickoff

2: Solution Design

3: Data Integration and Data Management from Local Units

4: Testing & Evaluation

5: Go Live

Stage 1: Strategy and Tactics: Project kickoff, plan and framework

Activity	Description	Responsibility	Deliverables
Project kickoff meeting	Socrata and Treasury will establish the strategic objectives and approach to enabling local units to contribute data for the public-facing dashboard. Data from local units will be approved by the Treasury Project Manager before the data is uploaded to Socrata. Will provide a draft agenda for review, hold a kickoff meeting on-site or via web conference, and provide a summary memo following the meeting.	Socrata	Project kickoff meeting Project summary memo
Project plan	Socrata will create a project plan outlining project dates, tasks, and schedule. Publishing workflows, charter and strategy will be established. This will be approved by Treasury project manager.	Socrata	Online project workspace created Online project plan with tasks and milestone dates
Weekly Project Meetings	Socrata and Treasury will schedule and conduct implementation calls to review project status, resolve issues, and plan next steps during the process. Socrata will send a report each week during the	Socrata / Treasury	Online project plan with tasks and milestone dates

	implementation process that outlines completed tasks, tasks underway, and upcoming activities, as well as any outstanding risks or issues that must be addressed. Treasury will provide Socrata with needed information to complete tasks on schedule.		

Stage 2: Solution Design

Solution Design	Datasets and corresponding data sources that will be used in the public-facing dashboard will be identified. For each dataset, the ideal publishing workflow, including process, technology, and roles (Treasury , Socrata, and the local units) will be established.	Socrata / Treasury	Solution design documentation

Stage 3: Data Integration and Data Management from Local Units

Data access	Treasury will provide Socrata access to the local unit datasets identified in the Milestone 2 kickoff meeting.	Treasury	All required information to access data
Build publishing workflow	Socrata will build publishing workflows from Treasury source systems	Socrata	Operational data publishing workflows in Socrata development environment
Document	Socrata will document the data publishing workflows, including how to configure and operate	Socrata	Written documentation on data publishing workflows
Knowledge transfer	Socrata will train Treasury on publishing workflows	Socrata / Treasury	Live training and written documentation
Deploy workflow on Treasury environment	Socrata and Treasury will work together to deploy the data publishing workflows within the Treasury environment. The publishing workflows will be validated to ensure they can be successfully automated by Treasury	Socrata / Treasury	Operational data publishing workflow on Treasury's environment

Stage 4: Testing & Evaluation

Activity	Description	Responsibility	Deliverables
Customer Acceptance	Socrata will facilitate a round of customer acceptance testing, make changes to financial and demographic datasets.	Socrata / Treasury	Customer acceptance testing completed

Stage 5: Go-live

Activity	Description	Responsibility	Deliverables
Launch	Socrata will coordinate with Treasury to enable the data publishing workflows to update the live datasets.	Socrata / Treasury	Soft launch and site review

Stage 6: Wrap Up and Next Steps

Activity	Description	Responsibility	Deliverables

Next Steps	Socra next trainir

Milestone 3: Level of Acc

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Deliverables:

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- Dashboard acce

Phase

1: Strategy and Tactics, Project Kickoff

2: Solution Design

3: Implementation

4: Testing & Evaluation

5: Go Live

Pre-Kickoff

Socrata will begin setting up project tracking systems and a demo site for the State of Michigan to use throughout the implementation process. A kickoff call will be scheduled with the customer and Socrata to begin the first phase of this section of the project

Phase 1: Strategy and Tactics: Project kickoff, plan and framework

Activity	Description	Responsibility	Deliverables
Project kickoff meeting	Socrata and Treasury will review the strategic objectives for developing State only dashboard that presents fiscal distress indicators for local units. Socrata will provide a draft agenda for review, hold a kickoff call via web conference, and provide a summary memo following the meeting	Socrata	Project kickoff meeting Project summary memo
Project plan	Socrata will create a project plan outlining project dates, tasks, and schedule. Publishing workflows, charter and strategy will be established. This will be approved by Treasury project manager.	Socrata	Online project workspace created Online project plan with tasks and milestone dates
Weekly Project Meetings	Socrata will conduct a weekly implementation call to review project status, resolve issues, and plan next steps during the process. Socrata will send a report each week during the implementation	Socrata / Treasury	Online project plan with tasks and milestone dates

process that outlines completed tasks, tasks underway, and upcoming activities, as well as any outstanding risks or issues that must be addressed.

Stage 2: Solution Design

Requirements gathering	Socrata and Treasury will identify and document the dashboard requirements.	Socrata	Solution Design Document

Stage 3: Implementation

Data access	Treasury and Socrata will verify all the data that's included within the scope of the project and that Socrata has access to all the local unit data that it will need to develop the indicator system.	Socrata / Treasury	
Internal Instance	Socrata and Treasury will develop internal dashboard with fiscal indicators	Socrata / Treasury / Treasury	Internal facing Socrata Financial Dashboard Instance

Stage 4: Testing & Evaluation

Activity	Description	Responsibility	Deliverables
Customer Acceptance	Socrata will facilitate a round of customer acceptance testing, make changes to financial and demographic datasets for the internal financial dashboard	Socrata / Treasury	Customer acceptance testing completed

Stage 5: Go-live

Activity	Description	Responsibility	Deliverables
Soft Launch	Socrata will coordinate with Treasury on a soft launch and conduct a one hour site review with your team.	Socrata / Treasury	Soft launch and site review
Go Live!	Socrata will coordinate with your DNS administrator to launch the site on your designated domain.	Socrata / Treasury	Site launch

Stage 6: Wrap Up and Next Steps

Activity	Description	Responsibility	Deliverables
Next Steps	Socrata will work with Treasury to identify next steps and facilitate ongoing support and training of State staff where needed.	Socrata / Treasury	Next steps defined

Ongoing maintenance and Software cost will be paid upfront.

	Year 1	Year 2	Year 3
Maintenance and Software	$432,000	$432,000	$432,000

Future Enhancements

	Basic Module	Plus Data Module	Premium Data Module
Annual Maintenance and Software costs for Future Enhancements	$0	$60,000	$120,000

ACCEPTANCE CRITERIA:

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

A review and sign-off process shall occur for each stage of the Services. Within ten (10) business days of notice, the State shall either (i) notify Socrata that the State accepts the Services; or (ii) advise Socrata of any deficiencies in the Services that do not substantially conform to the specifications in this Statement of Work. Socrata shall correct any deficiencies that do not conform to the specifications in this Statement of Work. If the State fails to give notice within the time periods specified above then the State shall be deemed to have accepted such Services. Acceptance of the stage services will be considered as completion of the phase. Acceptance of the services for the last stage of milestone 3, final load test and final acceptance shall be considered as acceptance of the completed project.

1. Performance and Reliability Evaluation (PARE)

   The Performance and Reliability Evaluation will consist of three phases.

   a. Milestone 1 – Public Facing Dashboard

      i. The first milestone shall be comprised of Stage 1 Strategy and Tactics, Project Kickoff; Stage 2 Data Goverance, Administration and System Planning; Stage 3 Implementation of Internal Pilot and Data Conversion; Stage 4 Testing and Evaluation and Stage 5 Go Live. Acompliance review of the specifications for the Internet application/system listed in the Contract. This review will ensure all items are in compliance with the required specifications for the Contract. In the event Treasury determines that any component or feature of the system does not comply with the mandatory specifications of the Contract, Treasury reserves the right to cancel the contract.

   b. Milestone 2 – Local Government Tools

      i. The second milestone shall be comprised of Stage 1 Strategy and Tactics, Project Kickoff; Stage 2 Solution Design; Stage 3 Data Integration and Data Management from Local Units; Stage 4 Testing and Evaluation and Stage 5 Go Live. The Agency Project Manager will evaluate the system's performance and determine that the system is fully operational when all of the requirements listed in the Contract are met. It will be the Agency Project Manager's responsibility to determine that the system is fully operational.

   c. Milestone 3 – Level of Access for the State only and Final Acceptance

      i. The third milestone shall be comprised of Stage 1 Strategy and Tactics, Project Kickoff; Stage 2 Solution Design; Stage 3 Implementation; Stage 4 Testing and Evaluation and Stage 5 Go Live. The Agency Project Manager will evaluate the system's performance and determine that the system is fully operational when all of the requirements listed in the Contract are met. It will be the Agency Project Manager's responsibility to determine that the system is fully operational.

      ii. Final Acceptance

      Final Acceptance will be completed forty-five (45) days after Phase 3 of the PARE. During Final Acceptance, there shall be no more than three (3) interruptions. During Final Acceptance there shall be no individual interruption that lasts longer than four (4) hours. Upon completion of Final Acceptance, the Agency Project Manager will provide written acceptance of the system.

PROJECT CONTROL AND REPORTS:

1. Socrata will carry out this project under the direction and control of the Agency Project Manager and the DTMB Project Manger.

2. Although there will be continuous liaison with Socrata team, the Agency Project Manager will meet monthly at minimum, or as requested by the Agency Project Manager, with Socrata's project manager for the purpose of reviewing progress and providing necessary guidance to Socrata in solving problems which arise.

3. Within five (5) working days of the award of the Contract, Socrata will submit to the Agency Project Manager for final approval a work plan. This final implementation plan must be in agreement as proposed accepted by the State for Contract, and must include the following:

   a. Socrata's project organizational structure.

   b. Socrata's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.

   c. The project breakdown showing subprojects, activities and tasks, and resources required and allocated to each.

4. Provide the Agency Project Manager and the DTMB Project Manager a weekly status report of completed deliverables/tasks, work-in-process, etc.

   a. Accomplishments: Indicate what was worked on and what was completed during the current reporting period.

   b. Issues: unresolved issues, status of issues, responsible party, timeline of phase and project, etc.

   c. Funds: Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

PAYMENT SCHEDULE:

Payment will be made based on acceptance of the Deliverables. At the beginning of each period of coverage anannual software and maintenance payment is due. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The Socrata's Project Manager is:

Natalie LaBarbera, primary Sr. Account Manager & Project Manager
Office: 651-730-0188
Cell: 612-220-0710
Natalie.labarbera@socrata.com

Robin Rosenberg, Secondary Sr. Project Manager,
(206) 340-8008 ext 7210
Robin.rosenberg@socrata.com

Kevin Donohue, Secondary Project Manager
(206) 340-8008 ext 7298
Kevin.donohue@socrata.com

The designated Agency Project Manager is:

Suzanne Schafer
Department of Treasury
Local Government Financial Services Division
Lansing
Austin Bldg
517-373-3227
schafers7@michigan.gov

Carol Goslin, Secondary
Department of Treasury
Local Government Financial Services Division
Lansing
Austin Bldg
517-373-3227
goslinc@michigan.gov

The designated DTMB Project Manager is:

Jim Williams
Department of Technology, Management, and Budget
IT Agency Services
Dimondale
Operations Center
517-636-0132
Williams13@michigan.gov

Brandy Harger, Secondary
Department of Technology, Management, and Budget
IT Agency Services
Dimondale
Operations Center
517-636-4895
Hargerb@michigan.gov

AGENCY RESPONSIBILITIES:

Department of Treasury Project Manager's responsibilities include:

- Manage and assign the State's personnel and responsibilities for this Project.
- Serve as the sole point of contact for the Department of Treasury as it relates to this Project.
- Administer the Project Change Management Process with the Socrata Project Manager.
- Obtain and provide information, data and decisions within 3 working days of Socrata's request unless Treasury and Socrata agree in writing to a different response time.
- Help resolve Project issues and escalate issues with Treasury, as necessary determined by the Treasury Project Manager, including deviations from the Project schedule.
- Overall Project monitoring, planning and execution of the Project.
- If an assigned resource presumably fails to perform as required, it will be determined by the Treasury Program Manager if the state resource will be removed from the Project.

State's responsibilities include:

- Provide expertise to support the initiative.
- Provide resources to review and approve the deliverables as they are processed and tracked to the agreed upon Project Plan.

CONTRACTOR ASSIGNED PERSONNEL:

Stuart Gano, Data Solutions Architect/Web Developer
Stuart.gano@socrata.com

Hiko Naito, Sr. Web Developer
Hiko.naito@socrata.com

Natalie LaBarbera Sr. Account Manager & Project Manager
Natalie.labarbera@socrata.com

Robin Rosenberg, Sr. Project Manager
Robin.rosenberg@socrata.com

Peter Austin Moore, Sr. Data Analyst
Peter.moore@socrata.com

Elizabeth Allen, Customer Success Manager
Elizabeth.allen@oscrata.com

Kevin Donohue, Secondary Project Manager
Kevin.donohue@socrata.com

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work in a combination of onsite and remotely depending on the type of work to be delivered. Preliminary meetings will be delivered onsite with following meetings depending upon a mutually agreed upon schedule during the project implementation. More details on the project schedule are outlined in the Project Plan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Socrata must provide Contract Activities during the State's normal working hours Monday – Friday 8:00 a.m. to 5:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project.

No overtime will be permitted.

This purchase order is a release from Contract Number 071B6600011. This purchase order, statement of work, and the terms and conditions of Contract Number 071B6600011 constitute the entire agreement between the State and Socrata.

Rep	SFDC OPP #	Quote Date

Customer Name: State of Michigan Treasury Department

Ship To:
Pamela Platte, Purchasing
Dept. of Treasury
517-636-6818
plattep@michigan.gov

Billing and Legal Contact
Socrata, Inc.
705 5th Avenue South, Suite 600
Seattle, WA 98104
Phone: 206-340-8008
Fax: 206-452-2010
accounts_receivable@socrata.com
contracts@socrata.com (legal notices)

Order Type:
New Customer

Pricing under this Order is only valid until: 4/29/16 5pm ET. All fees are in USD.

Hosted Software Subscription and Support Order

A Product Type	B Description	C Start Term	D End Term	E Per Unit Price	F Quantity (Years)	G Total Fee (E*F) (USD)
Software Package(s)						
SOC-APP-CUS	Socrata Software Solution	5/1/16	4/30/19	$432,000 (Annual)	3	$1,296,000
SOC-PS-CTM	Initial Implementation: Socrata Custom Consulting	5/1/16	Upon completion of project in SOW	$180,000 (one-time)	1	$180,000
SOC-PS-SUP-CTM	Additional Support – 25 Coaching Hours	5/1/16	Upon Completion	$2,275 (one-time)		$0
SOC-PS-SU-S	Socrata Silver Support Package Includes 30 hours of coaching	5/1/16	4/30/19	*Included*	3	
Total Price						**$1,476,000**

Payment Schedule:
Software Package
The Annual Fee for the Software Package is $432,000 and is payable in advance upon commencement of each annual period of coverage. Year 1 will be due and payable upfront by 4/29/16, and Year 2 and 3 will be paid on annual anniversary May 1st 2017 & 2018.

Implementation Services:
The Implementation Package is $180,000. This will be paid upon acceptance of Milestone criteria 1-3 as set forth below, subject to the project plan and timelines set forth therein as mutually agreed to by the parties.

Milestone 1: Month 1-3 Public Facing Dashboard - 400 hours = $55,400
Milestone 2: Month 4-6 Local Government Tools - 600 hours = $83,100
Milestone 3: Month 4-6 Level of Access for the State only- 300 hours = $41,500

This final quote, along with the statements of work related to the software, will be included as part of a Change Order to that current Contract between Socrata and State of Michigan, along with the final statement(s) of work mutually agreed to by the parties.

Extended Purchasing Options:
These options below will be provided to Michigan throughout the contract term without any obligation to purchase during the contract term.

Rep	SFDC OPP #	Quote Date

Customer Name: State of Michigan Treasury Department

Ship To:
Pamela Platte, Purchasing
Dept. of Treasury
517-636-6818
plattep@michigan.gov

Billing and Legal Contact
Socrata, Inc.
705 5th Avenue South, Suite 600
Seattle, WA 98104
Phone: 206-340-8008
Fax: 206-452-2010
accounts_receivable@socrata.com
contracts@socrata.com (legal notices)

Order Type:
New Customer

Pricing under this Order is only valid until: 4/29/16 5pm ET. All fees are in USD.

Hosted Software Subscription and Support Order

A Product Type	B Description	C Start Term	D End Term	E Per Unit Price	F Quantity (Years)	G Total Fee (E*F) (USD)
Software Package(s)						
SOC-APP-CUS	Socrata Software Solution	5/1/16	4/30/19	$432,000 (Annual)	3	$1,296,000
SOC-PS-CTM	Initial Implementation: Socrata Custom Consulting	5/1/16	Upon completion of project in SOW	$180,000 (one-time)	1	$180,000
SOC-PS-SUP-CTM	Additional Support – 25 Coaching Hours	5/1/16	Upon Completion	$2,275 (one-time)		$0
SOC-PS-SU-S	Socrata Silver Support Package Includes 30 hours of coaching	5/1/16	4/30/19	*Included*	3	
Total Price						**$1,476,000**

Payment Schedule:
Software Package
The Annual Fee for the Software Package is $432,000 and is payable in advance upon commencement of each annual period of coverage. Year 1 will be due and payable upfront by 4/29/16, and Year 2 and 3 will be paid on annual anniversary May 1st 2017 & 2018.

Implementation Services:
The Implementation Package is $180,000. This will be paid upon acceptance of Milestone criteria 1-3 as set forth below, subject to the project plan and timelines set forth therein as mutually agreed to by the parties.

Milestone 1: Month 1-3 Public Facing Dashboard - 400 hours = $55,400
Milestone 2: Month 4-6 Local Government Tools - 600 hours = $83,100
Milestone 3: Month 4-6 Level of Access for the State only- 300 hours = $41,500

This final quote, along with the statements of work related to the software, will be included as part of a Change Order to that current Contract between Socrata and State of Michigan, along with the final statement(s) of work mutually agreed to by the parties.

Extended Purchasing Options:
These options below will be provided to Michigan throughout the contract term without any obligation to purchase during the contract term.

Adding a New Data Module

The definition of a new Data Module includes one or multiple of the additional capabilities as described here:

- New business process or data ingress process in order to collect the data from a different system (ex: Include data from a different branch of government within the State - eg Schools)
- The need to add one or many of the following to the solution in order to add a new data class (Schools, Crime, Transit, etc):
  - Map layer
  - Application, or
  - Data schema

Pricing for new Data Modules are "Not to exceed" price amounts as listed and defined below. Scoping will be needed to determine the level of Data Module required.

- Basic Data Module
  - No additional business processes, map layer or data schema. Leverages the existing infrastructure
  - Subscription Price: $0
  - Implementation Package: Scoped per "Implementation Services" below
- Plus Data Module
  - Addition of one of business process, map layer or data schema
  - Subscription Price: $60,000 / year
  - Implementation Package: Scoped per "Implementation Services" below
- Premium Data Module
  - Addition of multiple business process, map layer and data schema
  - Subscription Price: $120,000 / year
  - Implementation Package: Scoped per "Implementation Services" below
  - Example: Schools is considered a Premium Data Module based on our current understanding of the data and use case needs

Adding Support:

Socrata Gold Support Package:

Cost - 20% of Annual License Fee

- Access to the Socrata Knowledge Base for online training and self-service support via the support portal at support.socrata.com.
- Access to email support from 6:00am to 6:00pm PT and
- Priority phone support 24x7x365. 2-hour response window during business hours.
- Up to 100 hours of personal and team coaching per year.
- Includes working with users on how to publish and curate data and visualizations.
- Includes ad hoc training conversations on other aspects of your Socrata products.

Adding Coaching Hours:

25 Hours - One time payment $2,750
50 Hours - One time payment $5,500
100 Hours - One time payment $11,000

Adding Implementation Services:

Pricing for implementing a new Data Modules are "Not to exceed" price amounts as listed and defined below. Scoping will be needed to determine the level of Implementation Package required. The Implementation Package levels do not need to align with the Data Module (i.e. a Plus level Data Module may only require a Small Implementation Package)

- Small Implementation Package
  - $25,000 one time Services fee
  - Requires Socrata technical scoping call to define and approve the Statement of Work
  - Blended Hourly Rate of $200/hour (125 hours)
- Medium Implementation Package
  - $50,000 one time Services fee
  - Requires Socrata technical scoping call to define and approve the Statement of Work
  - Blended Hourly Rate of $200/hour (250 hours)
- Large Implementation Package
  - $100,000 one time Services fee
  - Requires Socrata technical scoping call to define and approve the Statement of Work
  - Blended Hourly Rate of $200/hour (500 hours)
- Hourly Bucket Package Other Implementation needs
  - Requires Socrata technical scoping call to define and approve the Statement of Work

- Blended Hourly Rate of $200/hour

Form No. DTMB-3521 (Rev. 10/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

PROCUREMENT

525 W. ALLEGAN STREET
LANSING, MI 48933

P.O. BOX 30026
LANSING, MI 48909

CHANGE NOTICE NO. 1
to
CONTRACT NO. **071B6600011**
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Socrata, Inc	**Natalie LaBarbera**	**natalie.labarbera@socrata.com**
83 S King Street	**PHONE**	**CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)**
Seattle, WA 98104	**651-730-0188**	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	**SBO DTMB - CSS**	**Mike Moody Virginia Hambric**	**517-335-1942 517-241-9617**	MoodyM1@michigan.gov Hambricv@michigan.gov
CONTRACT ADMINISTRATOR	**DTMB - Procurement**	**Christine Mitchell**	**517-284-7020**	**Mitchellc4@michigan.gov**

CONTRACT SUMMARY

DESCRIPTION: Enterprise Information Management Open Data Portal (DTMB CSS) - Statewide; Including Transparency Website for State Budget Office (SBO)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/15/2015	**10/14/2016**	**4, 1 Year**	**10/14/2016**

PAYMENT TERMS	DELIVERY TIMEFRAME
Net 45	NA

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS

NA

DESCRIPTION OF CHANGE NOTICE

EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$50,000.00	$60,000.00	**$110,000.00**

DESCRIPTION: Effective 12/11/2015, the extended purchasing language attached is hereby reinstated into this Contract to allow other agencies and MiDEAL members to purchase from it.

Effective 1/29/2016, the attached Statement of Work and Vendor quote are hereby incorporated into this Contract, and the Contract is increased by $60,000.00, to add the services and deliverables required to create and maintain the Enterprise Information Management Open Data Portal for the entire State enterprise, for the period of February 1, 2016 through 9/30/2016.

Authority: Agency request, DTMB Procurement approval and Contractor Agreement.

CCN 1 Extended Purchasing Language Attachment

Original RFP Terms and Conditions Language Reinstated

Section 8.3 Administrative Fee and Reporting. Contractor must pay an administrative fee of 1% on all payments for Fees made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities) purchasing under Section 2, below. Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB -Procurement. The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

Section 2. Extended Purchasing Program. This Contract may be extended to: (a) MiDEAL members, (b) other states (including governmental subdivisions and authorized entities). MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal . All participants in this Extended Purchasing Program are bound by the terms of this Contract ("Participant").

If extended, Contractor will supply Services at the Fees as set forth in the Statement of Work mutually negotiated, agreed and executed by Participant and the State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor's fees under the Extended Purchasing Program will not exceed the pricing of the Contractor's GSA Schedule pricing. Contractor may terminate a Statement of Work in the event of breach by Participant of the Contract or Statement of Work if breach is not cured within 30 days of receipt of written notice.

Contractor is not the system of record for Extended Purchasing Program Participants. Participant is solely responsible for exporting and backing up Participant Content through Contractor's online administrator tool. Contractor must submit invoices to, and receive payment from, extended purchasing program members (Participants) on a direct and individual basis.

EIM Open Data Portal Statement of Work (SOW) – CCN1

MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
IT SERVICES
STATEMENT OF WORK

Project Title: Open Data Portal	**Period of Coverage:** Feb. 1 – Sept. 30, 2016
Requesting Department: DTMB- CSS	**Date:** Jan. 27, 2016
Agency Project Manager: N/A	**Phone:**
DTMB Project Manager: Virginia Hambric	**Phone:** 517-241-9617

Brief Description of Services to be provided:

BACKGROUND:
Government transparency and open data are key components of the Enterprise Information Management (EIM) program. Socrata is an industry leader in providing open data portals and has partnered with over 25 states to provide open data programs. The State of Michigan currently uses Socrata to power its financial transparency site as well as the dashboards and scorecards available on Open Michigan. The current Purchase Order with Socrata expired on Dec. 31, 2015, and Socrata extended its license and services through Jan. 31, 2016, at no cost to the State of Michigan.

PROJECT OBJECTIVE:
Provide Open Data Portal products and services for the remainder of Fiscal Year 2016, including:

Socrata Open Data Portal – Extended

Key Open Data Portal functionality includes:

- Socrata DataSpace: An elastic cloud-based data storage, indexing and retrieval service that simplifies data management and automatically optimizes access for a wide variety of data sources.
- Socrata Data Publishing Services: Easy-to-use tools for publishing and updating data from spreadsheets, file systems and transactional databases, including real-time automated publishing.
- 500 Datasets
- Unlimited RESTful API endpoint connections
- Unlimited document publishing (.pdf/.doc/.docx file type)
- Unlimited shapefile (.zip),.kml,.kmz uploads
- Unlimited Reports
- Unlimited Users
- Unlimited Views and Visualizations

Socrata GovStat Basic

- Socrata GovStat is a performance measurement and reporting platform, designed specifically for government.
- GovStat helps public sector leaders bring data, collaboration, and citizen feedback into the decision making process. It simplifies datadriven management, from goal setting, to measuring performance - against goals, to communicating progress with internal stakeholders and citizens.
- 150 Datasets
- 2 Dashboards
- 20 Goals,

Socrata ArcGIS Connect

- Easily Integrates maps from an Esri environment into the Open Data Portal in order to allow GIS professionals to leverage their existing assets and infrastructure, while giving citizens a unified open

data experience.

- Socrata will develop and provide functionality to the geospatial open data. This package will prepare the State of Michigan to implement their open data platform and program. It encompases a robust education and training plan to ensure that the Michigan team not only has an open data platform that matches expectations and serves all open data program goals, but is one that can be both maintained and grown.
- The site design in this package offers a choice of templates that can be tailored to meet customer branding requirements.

The above products and services are included in the Socrata Order Form dated 1/25/2015, prepared by Natalie LaBarbera, for the price of $60,000.

The remainder of this Statement of Work includes details on the geospatial functionality that Socrata will develop to meet the State's requirements.

SCOPE OF WORK:

- Redesign of data.michigan.gov as the main entry point for Michigan open data to a standard Socrata Template
- Customer has gained the knowledge and resources to execute adding and curating data
- Automated publishing of at least one (1) datasets
- Support for "export to .gpx functionality" for shapefiles loaded into the platform see definitions at the end of the document
    - This use case supports importing data for Michigan Snowmobile trails that allows public users and companies like Polaris to load this data into GPS machines on the snowmobiles as "export to .gpx is not a native filetype at this time for the Socrata product offering.
    - This will be managed through Socrata support and delivery teams. What this means is that SoQL like query functions will not be available for .gpx file types. Instead, users will be able to download the file in its entirety.
- Unlimited RESTful API endpoint connections
- Unlimited document publishing (.pdf/.doc/.docx) Unlimited Spatial Data upload (.kml, .kmz, Shapefile(.zip)
- A public relations kit to assist in promoting the launch of their Open Data platform

The Customer domain website will include the delivery of the following modules:

1. Home page redesign to a standard Socrata Template
2. Catalog
3. ESRI catalog connector
4. Custom metadata
5. Open data federation to bring in data from transparency.michigan.gov
6. (Optional) Dataset nomination
7. Administration

In addition to the products and services described above, Socrata will deliver the following requests and requirements:

Spatial Data Roadmap

Today Socrata can read in the metadata when connecting to layers through our existing Esri Connector at the dataset level and this is used to read in layers from Map Servers. Socrata also has a catalog connector that works for the State of Maryland right now and is refreshed every day. It preserves the metadata from the esri catalog and then links out to their existing open data offering. In order to make this connection tighter in the future Socrata is planning to automate the ingress of metadata from ESRI Map Servers in q1 or q2 and then in q2-q3 2016 list year time frame automate the ingress of data from those same map servers. This later step will unlock access to all of the new geospatial capabilities including access to Data Lens for those layers.
Socrata will work with DTMB Center for Shared Solutions geospatial experts to continue to flesh out the needs of spatial data in the open data world in order to better serve the state and local governments that we serve. This commitment would come in the form of agreement to work directly with our product development team in order to better meet the needs of the state. There is no additional cost associated with these requirements. This is part of Socrata's commitment to deliver the best of breed open data solution for our State and local government partners.

SOM Requirement/Need	Required/Optional	Feature in 2016 (Y/N)	Timeline	Comments
Need to be able to update GIS data through an automated pull or push mechanism from State of Michigan established REST endpoints. Scheduled updates of data will need to be established for data to be copied to Socrata's servers. Users can then have access to the data through the needed export formats (existing ones plus the ones outlined in #3) and API formats through Socrata's application.	Required	Y	Q2-Q3	See overall roadmap statement which helps add context to timelines as well as existing functionality
Need to be able to replicate all of the metadata details from existing ESRI metadata format to the Socrata platform when data is updated to the Socrata servers as outlined in #1.	Required	Y	Q1-Q2	See overall roadmap statement which helps add context to timelines. This functionality exists today. It links users out to the ESRI IMap catalog for the State of Maryland. It is Socrata's intent to make that integration tighter in the future as outlined in the statement.

In addition to existing download formats, ability for users accessing the SOM GIS data on the Socrata site to also download GIS data as a shapefile, geojson and .gpx file.	Required	Y	Q2-Q3	.gpx will be maintained through our service delivery team as a “custom application” which transforms geojson to .gpx. This download option will not have access to SoQL(the Socrata Query Language) and gives them only access to the whole file. As roadmaps are fluid and living documents the actual delivery mechanism of this may update as new and emerging technologies

				emerge that Socrata chooses to include in its product offerings

Details on GeoJSON to GPX and including download as GPX option.
The conversion from GeoJSON to GPX is (by definition) lossy, because not every GeoJSON feature can be represented with the simple data types present in GPX files and GPX does not support arbitrary feature properties. This library tries to convert as much geometry and information as possible:
● Points are converted to Waypoints.
● Lines are converted to Tracks.
● (Multi)Polygons are represented as a Track of their outline(s).
● By default, the name tag of GPX elements will be determined by a simple heuristic that searches for the following GeoJSON properties to construct a meaningful title: name, ref, id
● By default, the desc tag of GPX elements will be constructed by concatenating all respective GeoJSON properties.
● Elevation is included in the output if the GeoJSON coordinates contain altitude as a third value ([lon, lat, altitude])

Socrata will deliver the scope defined within this SOW using the Socrata Customer Success Methodology.

The following activities are out of scope for this SOW:
● Data analysis services
● Consulting services beyond the identified departments
● Development Customizations to the Open Data Platform Product beyond support for “download as .gpx”. Customizations in this context is defined as anything beyond configuration of one of the Standard Socrata Templates. Walkthroughs and what is customizable per template can be found at https://templates.demo.socrata.com/
● Customizations to the selected design template beyond those defined in requirements

TASKS:

Stage 1: Plan

The "Plan" stage of the Socrata Customer Success Methodology encompasses the creation of an overall Project plan, as well as smaller plans to be executed throughout the Project, such as an education plan for different Project team members, a marketing and communications plan to be followed during customer launch, and any other plans deemed necessary. This stage primarily involves gathering requirements and confirming scope, resources, timeline, and budget to enable the implementation of the best solution. This stage plan is indicative of Michigan's acceptance and approval.

Before We Begin: Preparation Activities

Tasks for Customer team to complete prior to project start:

- Identify team members and classify into project roles, including:
    - Executives - Eric Swanson
    - Administrators - Zak Tomich and Virginia Hambric
    - Publishers - MDOT, DNR, DTMB, CSS, MDARD
    - Curators
- Identify key data sets for Project engagement
    - Open trials data from Michigan DNR
    - GIS layers from Michigan's current GIS Open Data Portal
- Identify corresponding data source systems for selected datasets
- Identify any compelling events or key dates
- Review available template design options Plan Activities
- Project planning session
- Creation of detailed Project plan
- Data readiness evaluation
- Risk assessment

- Creation of team education plan, to be leveraged during the Train stage
- Creation of communication plan, to be leveraged during the Launch stage
- Confirmation of scope, timeline, and resources
- Configuration of production Open Data platform site ready for customer use

Stage 2: Train

The "Train" stage of the Socrata Customer Success Methodology leverages the team education plan and requires that the initial mandatory training prescribed for key Project team members be completed in order to move on to other phases of the Project. This includes introductory classes and specialized training as needed for the Project and as described in the education plan.

Train Activities include:

- Orientation to available online classes and the Socrata Knowledge Base
- Training per the Education plan for the appropriate roles if not already completed

Stage 3: Design

The objective of the "Design" stage is to architect the Open Data platform to meet the goals and objectives defined in the "Plan" stage.

Design Activities include:

- Selection of interface template
- Completion of the site design requirements document
- Creation of an automated publishing plan including preferred publishing tool for in-scope datasets
- Site design requirement document completed
- Creation of design requirements document
- Site review and acceptance testing

Stage 4: Data

The "Data" stage of the Project encompasses the knowledge transfer around the key concepts of data governance (e.g. dataset owners, publishing workflows, ensuring data quality, etc.), and an initial data governance plan for the datasets that will be published in their solution. This data stage should take advantage of the significant investments the State of Michigan has made in its Enterprise Information Management Initiative. This also includes training on metadata, the concepts of custom metadata, and the creation of a metadata schema for the State of Michigan. Includes coaching customer team on the concepts of a dataset inventory and administration tools for data governance, as well as orientation to their automated publishing options. The next (more advanced) phases of the education plan will be executed during this stage.

Data Activities include:

- Coaching sessions with Socrata Project team
- Data governance coaching
- Dataset inventory working session for creation of initial dataset inventory based on list of in-scope datasets
- Metadata coaching
- Working session on automated publishing options and strategy

Stage 5: Build
The objective of the "Build" stage is to architect the Open Data platform to meet the requirements defined i
the "Design" stage.

Build Activities include:
● Redeploy site style to production site according to design document
● Configure custom metadata in platform and usable during upload
● Add Initial users to platform with correct roles per data governance plan
● Load Initial datasets and build initial visualizations
● Configure automated publishing job(s) and operational for at least one key dataset; additional datasets m
be supported if Project budget allows
● Verify results meet project business objectives

Stage 6: Launch
The "Launch" stage of the Project encompasses the transition of the Project from "in-flight" to
complete and consumable by the intended audience. This audience may be the general public or

users internal to the organization. Socrata will support this transition.

Launch Activities include:
● Transition to Customer Success and Customer Support
● Launch activities (events, announcements, etc.) confirmed
● Execute communication plan
● Confirm SOW scope complete

DELIVERABLES:
Stage 1: Plan Deliverables
Socrata Consulting and Education Teams' deliverables include:
● Project, education, resource, marketing and communication plans
● Initial consulting engagement agenda
● Creation of a QA/QC plan, to be leveraged during the Build stage
● Data readiness evaluation
● Risk assessment
● Production site ready for customer use, e.g. <customername>.data.socrata.com

Customer Team's deliverables include:
● Applicable Education courses completed prior to start of engagement
● Customer preparation tasks completed as applicable

Education Plan
This Education Plan will specify the approach to educating the Customer team on the Socrata solution. This will include recommendations around pre-engagement beginning and advanced levels of education for the project team and data stewards for identified datasets and corresponding source systems.

Stage 2: Train Deliverables
Socrata Consulting and Education Teams' deliverables include:
● Final Education plan by role
● Education plan communication to all team members
● Administrators and Publishers educated and ready for implementation

Stage 3: Design Deliverables
Socrata Consulting and Education Teams' deliverables include:
● Automated publishing plan
● Design requirements document

Customer Team's deliverables include:
● Completed design requirements questionnaire
● Agreement on design requirements

Stage 4: Data Deliverables
Socrata Consulting and Education Teams' deliverables include:
● Publishing workflow to support in-scope datasets
● Dataset inventory template
● Documented metadata schema for in-scope datasets
● Data Governance plan

Customer Team's deliverables include:
● One dataset ready for use on the Socrata Platform

Stage 5: Build Deliverables
Socrata Consulting and Education Teams' deliverables include:
● Production site tested and validated
● Up-to-date implementation issues log with designated critical issues and resolution tracks
● Additional curator and publisher education plans

Customer Team's deliverables include:

● Completed QA/QC test plan

Stage 6: Launch Deliverables
Socrata Consulting and Education Teams' deliverables include:
● Production site launched
● Education on Customer Support processes

Customer Team's deliverables include:
● Confirm final user acceptance.

ACCEPTANCE CRITERIA:
Final acceptance is State's written approval that the Product site meets the criteria defined in this SOW.

Interim and Deliverable acceptance criteria include:
Schedule will be jointly developed by the State of Michigan and Socrata with agreeable due dates.

Customer shall have five (5) business days commencing on the completion of each milestone of the Project under the Project Plan to either accept the Deliverables or provide Socrata a list of Nonconformities. "Nonconformities" shall mean a material failure of the deliverables to substantially comply with the terms of this SOW. Upon receipt of the Customer list of Nonconformities, if any, Socrata shall have fifteen (15) business days to correct any such Nonconformities. Upon Socrata's receipt of the corrected Socrata Deliverables the process of acceptance shall be repeated as set forth above until (i) Customer accepts Socrata Deliverables or, (ii) the Socrata Deliverables having failed on two (2) subsequent occasions to substantially comply with the terms of the SOW, Customer shall have the right, in its reasonable discretion to (a) request Socrata submit a corrective action plan within five (5) business days outlining measures to ensure substantial compliance or, (b) reject the Services and terminate this SOW. If Customer does not notify Socrata in writing of its acceptance, or provide a list of Nonconformities as set forth above the Socrata Deliverable shall be considered to be accepted by Customer.

Socrata will reallocate resources to another project due to material delays caused solely by the State during any Project Phase. Socrata will not be liable for failure to meet Project Plan timelines delays caused by the State or by reallocation of resources due to such State delays.

Socrata shall also have five (5) business days commencing on the completion of the applicable milestone activity to certify that a State deliverable (if any) was performed substantially in accordance with the SOW. The parties shall follow the same acceptance process noted above until the deliverables are substantially in accordance with this SOW.

PROJECT CONTROL AND REPORTS:
The Socrata Project Manager will communicate regularly to the Customer Project Manager including:
- Weekly status reports
- Project Budget remaining
- Agenda for all meetings and document meeting notes and action items

Socrata roles include:
- Account Manager: Escalation resource and overall manager of Customer account
- Project Manager: Overall Project monitoring, planning, and execution of the Project. Provide consulting services throughout the Project on best practices and solution design. Act as Socrata's point of content for the entirety of the engagement described in this SOW
- Customer Success Manager: Responsible for support and measuring of overall program goals. Engage with the Michigan team post-launch to help evolve program long-term.
- Support Specialist: Provide technical support and triage for Platform issues. Provide "how to" training for Platform tools.
- Data Analyst: Assist with the transformation and extraction of data. Support automated publishing working sessions.
- Developer: Implement preferred site design (template)

All issues or questions raised by Socrata team and the State of Michigan personnel within a reasonable timeframe depending on the issue will be addressed by the Project team. Timely response is imperative if the

Project is to maintain an aggressive rate of progress.

Deviations that arise during the project will be managed through the Project Change Management Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. Socrata has an hourly rate of 200 / hour for services.

PAYMENT SCHEDULE:
Payment will be made on Satisfactory Final Acceptance at conclusion of the contract. DTMB will pay CONTRACTOR upon receipt of properly completed invoice which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The Socrata contact person is:

Natalie LaBarbera, Regional Account Manager
Office: 651-730-0188 Cell: 612-220-0710
natalie.labarbera@socrata.com

The designated DTMB Project Manager is:

Virginia Hambric
Enterprise Portfolio Management Office (EPMO)
Romney Bldg., 4th floor
111 S. Capitol Ave.
Lansing, MI 48933
517.241.9617
hambricv@michigan.gov

Project Manager's responsibilities include:

- Manage the State's personnel and responsibilities for this Project.
- Serve as the interface between Socrata and all Customer departments participating in the Project, including participating in all status meetings.
- Administer the Project Change Management Procedure with the Socrata Project Manager.
- Obtain and provide information, data, and decisions within 3 working days ofSocrata's request unless Customer and Socrata agree in writing to a different response time.
- Help resolve Project issues and escalate issues within Customer's organization, as necessary, including deviations from Project schedule.

STATE RESPONSIBILITIES:
Many aspects of the work require knowledge and background that can only be provided by State staff. Socrata recommends the following staff assignments, which can be completed by one individual or by multiple individuals:

- Executive Department head with the ability to mandate process change and exercise budgetary control.
- Project Manager: Overall Project monitoring, planning and execution of the Project.
- Curator: Expert on a particular data area, e.g. a Subject Matter Expert. Expertise on the curation and

context required for data publishing
- Publisher: Ensure optimal utilization of Open Data solutions. Expertise on the use of the Socrata solution. Participate in the extraction and publishing of content
- Administrator: Strategic and tactical responsibility for the Socrata landscape. Proficient in maintaining Socrata solution. Establish and enforce effective configuration management processes

State responsibilities include:

- Provide resources to review and approve the deliverables as they are processed and tracked to the Project plan. Any deviation from this delivery and review schedule may impact the Project.
- Provide expertise to support the initiative on a timely basis as requested by the Socrata team.
- Ensure that its staff is available to provide such assistance as Socrata reasonably requires and that Socrata is given reasonable access to senior management, as well as any members of its staff to enable Socrata to provide the Services, if any.
- Ensure that staff have the appropriate skills and experience. If any State staff fails to perform as required, State will make suitable additional or alternative staff available.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at locations provided by Socrata as well as various State facilities in Lansing, MI.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing. Socrata personnel may work hours other than those defined as normal business hours to accommodate their travel schedules, Customer requests, and to accomplish specified deliverables in this SOW.

No overtime will be permitted.

EIM SOW - Contractor Price Quote CCN 1

Socrata | The Open Data Company™

Quoted by: Natalie LaBarbera
Date: 01/25/2016
Quote Name: Jan 2016

ORDER FORM: STATE OF MICHIGAN

Socrata, Inc.
83 S. King St, Suite 107
Seattle, WA 98104
Phone: 206-340-8008
Fax: 206-452 2010
http://www.socrata.com

Order Form For:

State of Michigan
Romney Building
111 South Capitol
Lansing, MI 48913

Primary Contact:
Virginia Hambric
State of Michigan
DTMB –
Office: 517.241.9617
Mobile: 517.898.1110
hambricv@michigan.gov

Services Purchased

SKU	Description	Term	Quantity	Monthly Price	Annual Price	Discounted Price
	Subscription Services			**$ 25,000**	**$ 300,000**	**$ 60,000**
Soc-OD-Ex	**Socrata Open Data Portal – Extended** Key Open Data Portal functionality includes: Socrata DataSpace: An elasticcloud-based data storage, indexing and retrieval service that simplifies data management and automatically optimizes access for a wide variety of data sources. - Socrata Data Publishing Services: Easy-to-use tools for publishing and updating data from spreadsheets, file systems and transactional databases, including real-time automated publishing. - 500 Datasets - Unlimited RESTful API endpoint connections - Unlimited document publishing (.pdf/.doc/.docx file type) - Unlimited shapefile (.zip),.kml,.kmz uploads - Unlimited Reports - Unlimited Users - Unlimited Views and Visualizations	FY16	1			
Soc-GS-Ex	**Socrata GovStat Basic** - Socrata GovStat Basic Socrata s GovStat is a performance measurement and reporting platform, designed specifically for government. - GovStat helps public sector leaders bring data, collaboration, and					

Soc-OD-GIS	citizen feedback into the decision making process. It simplifies data-driven management, from goal setting, to measuring performance - against goals, to communicating progress with internal stakeholders and citizens. - 150 Datasets - 2 Dashboards - 20 Goals, **Socrata ArcGIS Connect** - Easily Integrates maps from an Esri environment into the Open Data Portal in order to allow GIS professionals to leverage their existing assets and infrastructure, while giving citizens a unified open data experience.					

Total Annual Contract Value: $300,000
Extended Price: $60,000

All primary values quoted in USD

Pricing is valid until: 01/31/2016 at 5:00pm EST

Standard Conditions

1. By signing this Order Form, you are offering to purchase the products and services listed above. Your offer to purchase becomes a binding commitment upon acceptance by Socrata, and is not subject to the issuance of any further purchase orders, confirmations or other events.
2. The shipping address listed above will be used to determine the appropriate taxing jurisdiction of the products and services purchased.
3. Special conditions override standard conditions in the event of an inconsistency.

Special Conditions

Support for "download as gpx" as a option for download. Will not include support for SoQL queries.

Glossary of Terms

GSA Pricing Schedule:

Open Data Portal Basic 150 datasets	**$4,886.65 per Month**
Open Data Portal Extended 500 datasets	**$9,773.30 per Month**
Open Data Portal Enterprise 1500 datasets	**$14,659.95 per Month**
Performance GovStat Basic • 2 Dashboards • 20 Goals • 150 Datasets	**$7,118.39 per Month**
Performance GovStat Extended • 5 Dashboards • 100 Goals • 500 Datasets	**$14,236.7 per Month**
Performance GovStat Enterprise • 20 Dashboards • 400 Goals • 1500 Datasets	**$28,473.55 per Month**

Dataset

A dataset is a single physical collection of information, typically modeled as a table of rows and columns of data. Each Socrata Dataset contains queryable data and metadata that is controlled by the dataset publisher. A dataset may have zero or more views – filtered views, maps, charts, calendars or forms. These visualizations are unlimited, whether created by the Customer or their end-users and do not count as datasets.

The following type of datasets count towards the plan's dataset limit:

- Datasets created from an external database using the Socrata API
- Datasets created by uploading a data file (e.g. csv, xls…etc.)
- Datasets that are links to other web resources – referred to as "External Datasets"
- Datasets created as part of a microsite

The list above applies to any published dataset, whether shared publicly or privately.

The following types of datasets do not count towards the plan's dataset limit:

- File attachments that are added to any published dataset
- RESTful API endpoint connections
- Document publishing (.pdf/.doc/.docx? filetype)
- Shapefile (.zip),.kml,.kmz uploads
- Datasets created as a result of the Socrata ArcGIS Connector
- Federated datasets from an external domain
- Datasets that are still in Working Copy mode and have not yet been published
- Datasets created as mashups from other existing datasets.

Socrata and the Customer may agree to break up a very large dataset into multiple smaller datasets to improve performance, without counting these towards the plan's limit.

Open Data API
Application Programming Interface (API) allows authorized computer programs to read and write data from the Socrata system over the Internet. A Socrata Open Data API is automatically created for every published dataset or view.

Premium API
Enterprise-class APIs, created in Socrata API Foundry, to provide scalable, reliable and secure data APIs to mission-critical cloud and mobile applications. Premium APIs can be customized, managed, throttled, and analyzed by Administrators. They also provide full API-specific documentation, client code for developers, an live API console, and an

Dashboard
An interactive web interface that groups multiple indicator and performance data on a screen. Dashboards show a graphical representation of the current status (snapshot) and historical trends of an organization's key performance indicators using charts and maps.

Goals
Performance achievement targets that are set by the organization and are automatically measured in Socrata GovStat.

Active Form
A collection of input form fields that make up a data capture interface in Socrata DataCollect. Active Forms can be accessed by a user on the web or via a mobile device. Forms can be switched off and archived, in which case the data remains, but the form is no longer active.

Data Collection App
Active Forms and business logic can be grouped together and deployed as a Data Collection App in the field. The app allows the Customer to collect data in stages, validate the input at each stage, and apply rules-based logic to support a business process.

Form Submission
Form Submissions are success events that are triggered when a user completes a form, or a collection of forms that are bound to the same app and submits it to the central system. A Form Submission is registered only upon successful completion and capture of the data on the Socrata DataCollect Customer instance.

AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

NOTICE OF CONTRACT NO. 071B6600011
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Socrata, Inc	Natalie LaBarbera	natalie.labarbera@socrata.com
83 S King Street	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
Seattle, WA 98104	651-730-0188	2903

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	SBO	Mike Moody	517-335-1942	MoodyM1@michigan.gov
CONTRACT ADMINISTRATOR	DTMB - Procurement	Christine Mitchell	517-284-7020	Mitchellc4@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Transparency Website for State Budget Office (SBO)			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
One Year	10/15/2015	10/14/2016	4, 1 Year
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	Destination	NA	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS:			
NA			
MISCELLANEOUS INFORMATION:			
This Contract is awarded from Request for Proposal (RFP) #007115B0006114 to establish a Transparency Website Software as a Service (SaaS) application for State financial data. Replacing the existing State Budget Office (SBO) site with a new site to achieve an improved PIRG rating. Implementation to be completed by beginning December, 2015. Authority: Agency request and DTMB Procurement approval.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:	$50,000.00 ($103,964.00 with one year of each optional item included)		

Notice of Contract #: **071B6600011**

For the Contractor:

_____ _____

Dan Wassel CFO,
Contract Administrator
Socrata, Inc.

Date

For the State:

_____ _____

Sharon Walenga-Maynard, Sourcing Director
DTMB Procurement
State of Michigan

Date

STATE OF MICHIGAN

CONTRACT TERMS
Software as a Service (SaaS)

This Software as a Service Contract (this "**Contract**") is agreed to between the State of Michigan (the "**State**") and Socrata, Inc. ("**Contractor**"), a Seattle Washington Company. This Contract is effective on 10/15/2015 ("**Effective Date**"), and unless earlier terminated, will expire on 10/14/2016 (the "**Term**").

This Contract may be renewed for up to four (4) additional one (1) year period(s). Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

1. Definitions.

"**Action**" has the meaning set forth in **Section Error! Reference source not found.**.

"**Allegedly Infringing Features**" has the meaning set forth in **Section Error! Reference source not found.**.

"**Authorized Users**" means all Persons authorized by the State to access and use the Services through the State's account under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

"**Availability Requirement**" has the meaning set forth in **Section Error! Reference source not found.**.

"**Business Day**" means a day other than a Saturday, Sunday or State or Federal Holiday.

"**Change Notice**" has the meaning set forth in **Section Error! Reference source not found.**.

"**Confidential Information**" has the meaning set forth in **Section** Error! Reference source not found..

"Contract" has the meaning set forth in the preamble.

"**Contract Administrator**" is the individual appointed by each party to (a) administrator the terms of this Contract, and (B) approves and executes any Change Notices under this Contract. Each party's Contract Administrator will be identified in the Statement of Work.

"**Contractor**" has the meaning set forth in the preamble.

"**Contractor Personnel**" means all employees and agents of Contractor, all Subcontractors and all employees and agents of any Subcontractor, involved in the performance of Services.

"**Contractor Security Officer**" has the meaning set forth in **Section Error! Reference source not found.**.

"**Contractor Service Manager**" has the meaning set forth in **Section Error! Reference source not found.**.

"**Contractor Systems**" has the meaning set forth in **Section Error! Reference source not found.**.

"**Critical Service Error**" has the meaning set forth in **Section Error! Reference source not found.**.

"**Documentation**" means all generally available documentation relating to the Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services, including any functionality, testing, operation or use thereof.

"**Effective Date**" has the meaning set forth in the preamble.

"**Fees**" has the meaning set forth in **Section Error! Reference source not found.**.

"**Force Majeure Event**" has the meaning set forth in **Section Error! Reference source not found.**.

"**Harmful Code**" means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the State or any Authorized User from accessing or using the Services or Contractor Systems as intended by this Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

"**Hosted Services**" has the meaning set forth in **Section Error! Reference source not found.**.

"**Intellectual Property Rights**" means any and all rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) authorship rights, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"**Loss**" means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers. "Losses" has a correlative meaning.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"**Program Manager**" has the meaning set forth in **Section Error! Reference source not found.**.

"**Process**" means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. "**Processing**" and "**Processed**" have correlative meanings.

"**Representatives**" means a party's employees, officers, directors, consultants, legal advisors and, with respect to Contractor, Contractor's Subcontractors.

"**RFP**" means the State's request for proposal designed to solicit responses for Services under this Contract.

"**Scheduled Downtime**" has the meaning set forth in **Section 5.2**.

"**Service Availability Credits**" has the meaning set forth in **Section** Error! Reference source not found.**.**

"**Service Error**" means any failure of any Hosted Service to be available or otherwise perform in accordance with this Contract and the Specifications.

"**Service Level Failure**" means a failure to perform the Support Services fully in compliance with the Support Service Level Requirements.

"**Service Period**" means a calendar month.

"**Service Software**" means Contractor's Socrata software application or applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Contractor provides remote access to and use of as part of the Services.

"**Services**" has the meaning set forth in **Section Error! Reference source not found.**.

"**Specifications**" means the specifications for the Services set forth in the applicable Statement of Work and, to the extent consistent with and not limiting of the foregoing, the Documentation.

"**State**" has the meaning set forth in the preamble.

"**State Data**" means any and all information, data, materials, works, expressions or other content that are uploaded, submitted, posted, transferred, transmitted or otherwise provided or made available by or on behalf of the State or any Authorized User for Processing by or through the Hosted Services.

"**State Marks**" has the meaning set forth in **Section 9.6**.

"**State Modification**" has the meaning set forth in **Section Error! Reference source not found.**.

"**State Systems**" means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

"**Statement of Work**" means the applicable order form detailing the Services to be provided by Contractor.

"**Subcontractor**" means any entity that performs any Services under this Contract and otherwise has the meaning set forth in **Section Error! Reference source not found.**.

"**Support Request**" has the meaning set forth in **Section Error! Reference source not found.**.

"**Support Service Level Requirements**" has the meaning set forth in **Section Error! Reference source not found.**.

"**Support Services**" has the meaning set forth in **Section Error! Reference source not found.**.

"**Term**" has the meaning set forth in the preamble.

"**Transition Period**" has the meaning set forth in **Section** Error! Reference source not found.**.**

"**Transition Responsibilities**" has the meaning set forth in **Section** Error! Reference source not found.**.**

"**User Data**" means any and all information reflecting the access or use of the Hosted Services by or on behalf of the State or any Authorized User, including any end user profile, visit, session, impression, click-through or click-stream data and any statistical or other analysis, information or data based on or derived from any of the foregoing.

2. Services.

2.1 Services. Throughout the Term and at all times in connection with its actual or required performance under this Contract, Contractor will, in accordance with all terms and conditions set forth in this Contract and each applicable Statement of Work, provide to the State and its Authorized Users the following services ("**Services**"):

(a) the hosting, management and operation of the Service Software and other services for remote electronic access and use by the State and its Authorized Users ("**Hosted Services**") as described in one or more written, sequentially numbered, statements of work referencing this Contract, including all Specifications set forth in such statements of work.

(b) service maintenance and the Support Services as set forth in **Section Error! Reference source not found.** and in the applicable Statement of Work; and

(c) such other services as may be specified in the applicable Statement of Work.

2.2 Statements of Work. Statements of Work will be effective only when signed by the Contract Administrator and Contractor. Any modifications or changes to the Services under any executed Statement of Work will be effective only if and when memorialized in a mutually agreed written change notice ("**Change Notice**") signed by both Parties, provided, however, that for any Services provided on a limited basis (for example, on a per user, server, CPU or named-user basis), the State may, at any time, increase or decrease the number of its licenses hereunder subject to a corresponding forward-going adjustment of the Fees to reflect these changes in accordance with the pricing set forth in the applicable Statement of Work.

2.3 Compliance With Laws. Contractor must comply with all applicable Laws as they concern this Contract, including by securing and maintaining all required and appropriate visas, work permits, business licenses and other documentation and clearances necessary for performance of the Services.

2.4 Subcontracting. Contractor will not itself, and will not permit any Person to, subcontract any Services, in whole or in part, without the State's prior written consent, which consent may be given or withheld in the State's sole discretion. Without limiting the foregoing:

(a) Contractor must ensure each Contractor subcontractor (including any subcontractor of a Contractor subcontractor, each, a "**Subcontractor**") complies with all relevant terms of this Contract, including all provisions relating to State Data or other Confidential Information of the State;

(b) the State's consent to any such Subcontractor does not relieve Contractor of its representations, warranties or obligations under this Contract;

(c) Contractor will remain responsible and liable for any and all: (i) performance required hereunder, including the proper supervision, coordination and performance of the Services; and (ii) acts and omissions of each Subcontractor (including, such Subcontractor's employees and agents, who, to the extent they are involved in providing any Services, are deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor;

(d) any noncompliance by any Subcontractor or its employees or agents with the provisions of this Contract or any Statement of Work will constitute a breach by Contractor;

(e) prior to the provision of Services by any Subcontractor, Contractor must obtain from each such proposed Subcontractor:

(i) the identity of such Subcontractor and the location of all its data centers, if any, that will be used in Processing any State Data, which information Contractor shall promptly disclose to the State in writing; and

(ii) a written confidentiality, restricted use, work-for-hire and intellectual property rights assignment Contract in form and substance acceptable to the State, giving the State rights at least equal to those set forth in **Section Error! Reference source not found.** (State Data), **Section Error! Reference source not found.** (Confidentiality), **Section Error! Reference source not found.** (Security) and **Section Error! Reference source not found.** (Redundancy, Data Backup and Disaster Recovery) and containing the Subcontractor's acknowledgment of, and agreement to, the provisions of **Section Error! Reference source not found.** (Contractor Personnel), a fully-executed copy of which agreement Contractor will promptly provide to the State upon the State's request.

2.5 Contractor Personnel. Contractor will:

(a) subject to the prior written approval of the State, appoint: (i) a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Support Services (the "**Contractor Service Manager**"); and (ii) a Contractor employee to respond to the State's inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto ("**Contractor Security Officer**"); and (iii) other Key Personnel, who will be suitably skilled, experienced and qualified to perform the Services;

(b) provide names and contact information for Contractor's Key Personnel.

(c) upon the reasonable written request of the State, promptly replace any Key Personnel of Contractor.

2.6 Management and Payment of Contractor Personnel. Contractor is solely responsible for the payment of Contractor Personnel, including all fees, expenses and compensation to, by or on behalf of any Contractor Personnel and, if applicable, the withholding of income taxes and payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits. Contractor will ensure that no Person who has been convicted of a felony or any misdemeanor involving, in any way, theft, fraud, or bribery provides any Services or has access to any State Data or other Confidential Information of the State.

2.7 Time of the Essence. Contractor acknowledges and agrees that time is of the essence with respect to its obligations under this Contract and that prompt and timely performance of all such obligations, including all timetables and other requirements of this Contract and each Statement of Work, is strictly required.

2.8 State Program Manager. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of the State in matters pertaining to the Support Services, including the submission and processing of Support Requests (the "**State Program Manager**").

3. License Grant and Restrictions.

3.1 License Grant. Contractor hereby grants to the State a nonexclusive right to use and access the Services up to the capacity purchased. Contractor hereby grants to the State, a limited, nonexclusive, non-sublicensable, non-transferable term license to access and use the Services and the Service Software made available by Contractor, if any, for use by the State with the Services, including the right to load, store and display State Data (defined below) on the Services.

3.2 License Restrictions. The State will not use or authorize the use of the Services in any manner or for any purpose that is unlawful under applicable Law State may not: operate or use the Services on behalf of other entities or persons (e.g., operate as a service bureau) other than as may be approved by Contractor; modify or otherwise make any derivative uses of the Services, or any portion thereof; or reverse engineer the Services.

3.3 Except for the rights expressly granted to the State, Contractor retains all of its intellectual property rights in the Services and underlying software, and no rights, title or interest to the underlying software are transferred to the State.

3.4 Excess Use. If the State's use of the Hosted Services exceeds the volume of use permitted by the license then in effect under **Section Error! Reference source not found.** and the applicable Statement of Work (including as to the number of uses, users, machines or locations), the State will pay Contractor the Fees attributable to the excess use in accordance with **Section Error! Reference source not found.**. Such Fees will be Contractor's sole and exclusive remedy for such excess use.

4. Service Preparation.

4.1 Service Preparation. Promptly upon the parties' execution of a Statement of Work, Contractor will take all steps necessary to make the Services procured thereunder ready and available for the State's use in accordance with the Statement of Work and this Contract, including any applicable milestone date or dates set forth in such Statement of Work.

5. Service Levels.

5.1 Contractor will maintain a system uptime of 99% (determined monthly), seven (7) days a week, twenty-four (24) hours per day, not including any unavailability that: (i) results from regularly Scheduled Downtime as set forth in **Section 5.2**; (ii) results from failure of State's hardware or software; (iii) results from the failure of a communication service or other outside service or equipment not within the control of Contractor; or (iv) is beyond the reasonable control of Company (the "**Availability Requirement**").

5.2 Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services in whole or in part ("**Scheduled Downtime**"). All such scheduled outages will occur no more frequently than once per week.

5.3 Remedies for Service Availability Failures.
If the actual availability of the Hosted Services is less than the Availability Requirement for any Service Period, such failure will constitute a Service Error for which Contractor will issue to the State the following credits on the Fees payable for Hosted Services provided during the Service Period ("**Service Availability Credits**"):

Availability	Credit of Fees
≥99.0%	None
<99.0% but ≥95.0%	15%
<95.0%	50%

Any Service Availability Credits due under this **Section** Error! Reference source not found. will be applied in accordance with **Section Error! Reference source not found.**.

If the actual availability of the Hosted Services is less than the Availability Requirement in any two (2) of four (4) consecutive Service Periods, then, in addition to all other remedies available to the State, the State may terminate this Contract and/or the applicable Statement of Work on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

6. Support and Maintenance Services. Contractor will provide support services (collectively, "**Support Services**") in accordance with the provisions of this **Section Error! Reference source not found.**. The Support Services are included in the Services, and Contractor may not assess any additional Fees, costs or charges for such Support Services.

6.1 Support Service Responsibilities. Contractor will:

(a) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;

(b) provide unlimited telephone support during the hours of 9 a.m. to 9 p.m. Eastern Time on Business Days;

(c) Provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and

(d) Respond to and Resolve Support Requests as specified in this **Section Error! Reference source not found.**.

6.2 Service Monitoring and Management. Contractor will continuously monitor and manage the Hosted Services to optimize availability that meets or exceeds the Availability Requirement. Such monitoring and management includes:

(a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;

(b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full availability; and

(c) if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not available (including by written notice from the State pursuant to the procedures set forth herein or in the applicable Statement of Work):

(i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;

(ii) if Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein or in the applicable Statement of Work that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section Error! Reference source not found.**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and

(iii) notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

6.3 Service Maintenance. Contractor will continuously maintain the Hosted Services to optimize availability that meets or exceeds the Availability Requirement. Such maintenance services include providing to the State and its Authorized Users:

(a) all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Hosted Services, including the Service Software, that Contractor provides at no additional charge to its other similarly situated customers; and

(b) all such services and repairs as are required to maintain the Hosted Services or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services, so that the Hosted Services operate properly in accordance with this Contract and the Specifications.

6.4 Support Service Level Requirements. Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section Error! Reference source not found.** ("**Support Service Level Requirements**"), this Contract and the applicable Statement of Work.

(a) Support Requests. The State will classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a "**Support Request**"). The Program Manager will notify Contractor of Support Requests by e-mail, telephone or such other means as the parties may hereafter agree to in writing.

(b)

Severity Level	Nature of Impact	Initial Response Target	Follow-up Response Target
1: Critical	A widespread unavailability of a Socrata data site or mission-critical service. (e.g. State's Socrata website cannot be accessed, State's Socrata site cannot accept dataset uploads due to issues with Socrata application)	30 minutes	Hourly
2: Medium	An incident resulting in moderate impact on operations, such as a noticeable performance degradation in a Socrata-powered datasite or temporary unavailability of a non-mission critical service/feature (e.g. State's site performance is slow to respond to user commands due to issues with the Socrata application, or images fail to render on a site but the basic functionality and API is still operational)	4 hours	Daily
3: Minor/Low Impact	An incident that disrupts a Socrata-powered datasite or service that can be circumvented with minimal impact to operations. (e.g. sort or filter functionality is temporarily disrupted on a Socrata visualization, but the data is still available**)**.	12 hours	Twice weekly until close, or a set date for follow-up
4: Service Requests	Service requests that do not impact service.	24 hours	Weekly until close, or a set date for follow-up

6.5 Critical Service Errors and Termination Right. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, then, in addition to all other remedies available to the State, the State may terminate this Contract and/or the applicable Statement of Work on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

7. Termination, Expiration and Transition.

7.1 Termination for Cause. In addition to any right of termination set forth elsewhere in this Contract:

(a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of State Systems, State Data, or the State's facilities or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or (iii) breaches any of its material duties or obligations under this Contract. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this **Section** Error! Reference source not found., the State will issue a termination notice and Contractor will have 30 days to cure the breach giving rise to the termination notice.

(c) The State will only pay for amounts due to Contractor for Services accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Services from other sources.

7.2 Termination for Convenience. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. For any termination other than budget shortfalls the State will give Contractor 30 day written notice and the State will pay Contractor any outstanding amounts owed the Contractor for the contracted Services to the extent the funds are available.

7.3 Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days; the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Statement of Work rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all State Data; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "**Transition Responsibilities**"). The Term of this Contract is automatically extended through the end of the Transition Period and the State will pay the contracted fees during the Transition period.

7.4 Effect of Termination. Upon and after the termination or expiration of this Contract or one or more Statements of Work for any or no reason:

(a) Contractor will be obligated to perform all Transition Responsibilities specified in **Section** Error! Reference source not found..

(b) All licenses granted to Contractor in State Data will immediately and automatically also terminate. Contractor must promptly destroy all State Data under its control and not required by Contractor for its Transition Responsibilities, if any.

(c) Contractor will (i) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information; (ii) permanently erase the State's Confidential Information from its computer systems; and (iii) certify in writing to the State that it has complied with the requirements of this **Section**, in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any.

(d) Notwithstanding any provisions of this Contract or any Statement of Work to the contrary, upon the State's termination of this Contract or any Statement of Work for cause pursuant to **Section** Error! Reference source not found., the State will have the right and option to continue to access and use the Services under each applicable Statement of Work, in whole and in part, for a period not to exceed one hundred and eighty (180) days from the effective date of such termination pursuant to the terms and conditions of this Contract and each applicable Statement of Work and at a reduced rate of fifty (50%) off the applicable Fees set forth in each such Statement of Work.

7.5 Survival. The rights, obligations and conditions set forth in this **Section Error! Reference source not found.** and **Section 1** (Definitions), **Section Error! Reference source not found.** (Effect of Termination; Data Retention), **Section Error! Reference source not found.** (State Data), **Section Error! Reference source not found.** (Confidentiality), **Section Error! Reference source not found.** (Security), **Section Error! Reference source not found.** (Indemnification), **Section Error! Reference source not found.** (Limitations of Liability), **Section Error! Reference source not found.** (Representations and Warranties), **Section Error! Reference source not found.** (Insurance) and **Section Error! Reference source not found.** (General Provisions), and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Contract, survives any such termination or expiration hereof.

8. Fees and Expenses.

8.1 Fees. Subject to the terms and conditions of this Contract and the applicable Statement of Work, including the provisions of this **Section Error! Reference source not found.**, the State shall pay the fees set forth in the applicable Statement of Work, subject to such increases and adjustments as may be permitted pursuant to **Section Error! Reference source not found.** ("**Fees**").

8.2 Fees During Renewal Terms. Contractor's Fees are fixed during the Initial Term. Contractor may increase Fees for any Renewal Term by providing written notice to the State at least sixty (60) calendar days prior to the commencement of such Renewal Term. An increase of Fees in effect for the twelve (12) month period prior to any Renewal Term may not exceed the lesser of:

(a) three percent (3%) of the Fees effective during the immediately preceding twelve (12) month period of the Initial Term or Renewal Term; or

(b) the amount equal to eighty percent (80%) of the percentage by which the then most-recently published Consumer Price Index (CPI) exceeds the CPI published in the same month of the preceding calendar year, it being understood and agreed that, if the CPI is no longer published, Contractor and the State will negotiate, in good faith to select a new index that best reflects and accounts for cost changes relevant to Contractor's business.

No increase in Fees is effective unless made in compliance with the provisions of this **Section Error! Reference source not found.**.

8.3 Responsibility for Costs. Contractor is responsible for all costs and expenses incurred in or incidental to the performance of Services, including all costs of any materials supplied by Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business.

8.4 Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all Fees are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

8.5 Invoices. Contractor will invoice the State for all Fees in electronic format, via such delivery means and to such address as are specified by the State in writing from time to time. If more than one Statement of Work is in effect, Contractor shall provide separate invoices for each Statement of Work. Each separate invoice must: (a) clearly identify the Statement of Work to which it relates, in such manner as is required by the State; (b) list each Fee item and Service Credit separately; (c) include sufficient detail for each line item to enable the State to verify the calculation thereof; (d) for Fees determined on a time and materials basis, report details of time taken to perform Services, and such other information as the State requires, on a per-individual basis; and (e) include such other information as may be required by the State as set forth in the applicable Statement of Work.

8.6 Payment Terms. Invoices are due and payable by the State, in accordance with the State's standard payment procedures as specified in 1984 Public Act no. 279, MCL 17.51, *et seq*., within forty-five (45) calendar days after receipt, provided the State determines that the invoice was properly rendered.

8.7 Contract State Audits of Contractor.

(a) During the Term, and for seven (7) years after, Contractor must maintain complete and accurate books and records regarding its business operations relevant to the calculation of Fees and any other information relevant to Contractor's compliance with this **Section Error! Reference source not found.**. During the Term, and for three (3) years after, upon the State's request, Contractor must make such books and records and appropriate personnel, including all financial information, available during normal business hours for inspection and audit by the State or its authorized representative, provided that the State: (a) provides Contractor with at least fifteen (10) days prior notice of any audit, and (b) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations.

(b) The State may take copies and abstracts of materials audited. The State will pay the cost of such audits unless an audit reveals an overbilling or over-reporting of five percent (5%) or more, in which case Contractor shall reimburse the State for the reasonable cost of the audit. Contractor must immediately upon written notice from the State pay the State the amount of any overpayment revealed by the audit, together with any reimbursement payable pursuant to the preceding sentence.

8.8 Payment Does Not Imply Acceptance. The making of any payment or payments by the State, or the receipt thereof by Contractor, will in no way affect the responsibility of Contractor to perform the Services in accordance with this Contract, and will not imply the State's acceptance of any Services or the waiver of any warranties or requirements of this Contract, including any right to Service Credits.

8.9 Withhold Remedy. In addition and cumulative to all other remedies in law, at equity and under this Contract, if Contractor is in material default of its performance or other obligations under this Contract or any Statement of Work and fails to cure the default within fifteen (15) days after receipt of the State's written notice of default, the State may, without waiving any other rights under this Contract, elect to withhold from the payments due to Contractor under this Contract during the period beginning with the sixteenth (16th) day after Contractor's receipt of such notice of default, and ending on the date that the default has been cured to the reasonable satisfaction of the State, an amount that, in the State's reasonable judgment, is in proportion to the magnitude of the default or the Service that Contractor is not providing. Upon Contractor's cure of the default, the State will cause the withheld payments to be paid to Contractor, without interest. Upon a final and binding legal determination that the State has withheld any payment in bad faith, such payment shall promptly be paid to Contractor, plus interest at the maximum legal rate.

8.10 Service Availability Credits. Contractor acknowledges and agrees that each of the Service Availability Credits and assessed pursuant to **Section Error! Reference source not found.**: (a) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the corresponding Service Error or Service Level Failure, which would be impossible or very difficult to accurately estimate; and (b) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract or be payable to the State upon demand. No Service Availability Credits for any Service Period may exceed the total amount of Fees that would be payable for that Service Period if the Services were fully provided in accordance with this Contract and the Specifications.

8.11 Right of Set-off. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

8.12 Support Not to be Withheld or Delayed. Contractor may not withhold or delay any Hosted Services or Support Services or fail to perform any other Services or obligations hereunder by reason of: (a) the State's good faith withholding of any payment or amount in accordance with this **Section Error! Reference source not found.**; or (b) any dispute whatsoever between the parties, including any payment or other dispute arising under or concerning this Contract or any other agreement between the parties.

9. State Data.

9.1 State Data. The State may not upload any content: (i) that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objection; (ii) that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; or (iii) that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party.

9.2 No Liability for Data. Contractor takes no responsibility and assumes no liability for any State Data or end user data posted, stored or uploaded on the Services by the State or any third party, or for any loss or damage thereto, nor is Contractor liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity that the State and its end users may encounter. The State's reliance on any content that it obtains through use of the Services is at the State's own risk.

9.3 Removal of Content; Violations. Although Contractor has no obligation to screen, edit or monitor any of the State Data or other non-Contractor provided content posted on the Services, CONTRACTOR RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY CONTENT POSTED OR STORED ON THE SERVICES OR UPLOADED TO THE SERVICES IN VIOLATION OF THIS CONTRACT OR TO REQUIRE STATE TO DO THE SAME, AND STATE IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY STATE DATA POSTED OR STORED ON THE SERVICES AT STATE'S SOLE COST AND EXPENSE.

9.4 State Data. The State owns all State Data and State Marks (defined below), including any intellectual property rights therein. The State may remove the State Data from the Services at any time. Upon removal, State Data will not be available for further download or use. The State acknowledges that users who have previously downloaded or otherwise used any State Data prior to the date the State Data was made unavailable will be able to use the previously obtained State Data after such termination. Such continued use will not be a breach of this license by Contractor.

9.5 Licenses from State. During the term of this Contract, the State grants Contractor and its affiliates a non-exclusive, royalty-free and fully sub-licenseable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display State Data on or in connection with the Services or to provide services to users. Provided however, that Contractor will assume liability resulting from modifications, adaptations, derivative works the Contractor may make from the State Data.

9.6 State Marks. The State grants Contractor and its affiliates and sub-licensees the right to display and use the State's name, trademark and/or logos provided by the State (the "**State Marks**") in connection with the State Data and the Services. All goodwill associated with Contractor's use of the State Marks will inure to the benefit of State.

10. Confidentiality.

10.1 Meaning of Confidential Information. The term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

10.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor's subcontractor is permissible where: (a) the subcontractor is a Permitted Subcontractor; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor's responsibilities; and (c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any of the Contractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section** Error! Reference source not found..

10.3 Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

10.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

10.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. If Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and certify the same in writing within five (5) calendar days from the date of termination to the other party

11. Security.

11.1 Protection of the State's Confidential Information. Throughout the Term and at all times in connection with its actual or required performance of the Services hereunder, Contractor will:

(a) maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies and, to the extent such practices and standards are consistent with and not less protective than the foregoing requirements, are at least equal to applicable best industry practices and standards;

(b) provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or Processing of such information that ensure a level of security appropriate to the risks presented by the Processing of the State's Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards.

(c) take all reasonable measures to:

(i) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein;

(ii) prevent (A) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (B) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (C) unauthorized access to any the State's Confidential Information;

(d) continuously monitor its systems for potential areas where security could be breached.

11.2 Unauthorized Access. Contractor may not access, and shall not permit any access to, State Systems, in whole or in part, whether through Contractor's Systems or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State Systems must be solely in accordance with this Contract, and in no case exceed the scope of the State's authorization pursuant to this **Section** Error! Reference source not found.. All State-authorized connectivity or attempted connectivity to State Systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies.

11.3 Contractor Systems. Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor to access State Systems or otherwise in connection with the Services ("**Contractor Systems**") and shall prevent unauthorized access to State Systems through the Contractor Systems.

11.4 Security Audits. During the Term, Contractor will:

(a) maintain complete and accurate records relating to its data protection practices and the security of any of the State's Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State's Confidential Information and any other information relevant to its compliance with this **Section** Error! Reference source not found.;

(b) upon the State's request, and at the sole cost of the State, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of this Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request and sole cost, include penetration and security tests, of any and all Contractor Systems and their housing facilities and operating environments; and

(c) if Contractor engages a third party auditor to perform a Statement on Standards for Attestation Engagements No. 16 (SSAE 16) audit of Contractor's operations, information security program or disaster recovery/business continuity plan, Contractor will provide a copy of the audit report to the State upon request. Any such audit reports will be recognized as Contractor's Confidential Information.

11.5 Nonexclusive Remedy for Security Breach. Any failure of the Services to meet the requirements of this Contract with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of this Contract for which the State, at its option, may terminate this Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

12. Redundancy and Data Backup. Contractor must, in accordance with the provisions of this **Section** Error! Reference source not found., maintain or cause to be maintained disaster avoidance procedures designed to safeguard the availability of the Hosted Services, in each case throughout the Term and at all times in

connection with its actual or required performance of the Services hereunder. The force majeure provisions of **Section** Error! Reference source not found. do not limit Contractor's obligations under this **Section Error! Reference source not found.**.

12.1 Redundant Hosting and Connectivity. Contractor will simultaneously operate a mirror system at a location in the United States that is geographically remote from the primary system on which the Service Software and Hosted Services are hosted. Except for its location, the mirror system must: (a) be identical in all respects to the primary system; (b) have hardware and software, network connectivity, power supplies, backup generators and other similar equipment and services that operate independently of the primary system; (c) have fully current backups of all the State Data stored on the primary system; and (d) have the ability to provide the Hosted Services in accordance with this Contract and the Specifications during the performance of routine and remedial maintenance or any outage or failure of the primary system fails. Contractor will operate, monitor and maintain such mirror system so that it may be activated within five (5) hours of any failure of the Hosted Services to be available.

12.2 Data Backup. Contractor will conduct, or cause to be conducted, daily back-ups of State Data.

13. Indemnification.

13.1 General Indemnification. Contractor must defend, indemnify and hold harmless the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors from and against all Losses arising out of or resulting from any third party claim, suit, action or proceeding (each, an "**Action**") that does or is alleged to arise out of or result from:

(a) any negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or nonperformance of any Services or other activity actually or required to be performed by or on behalf of, Contractor (including, in the case of Contractor, any Contractor Personnel) under this Contract, provided that, to the extent that any Action or Losses described in this **Section Error! Reference source not found.** arises out of, results from, or alleges a claim that any of the Services does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Rights or other rights of any third party, Contractor's obligations with respect to such Action and Losses, if any, shall be subject to the terms and conditions of **Section Error! Reference source not found.** through **Section Error! Reference source not found.** and **Section Error! Reference source not found.**.

13.2 Infringement Indemnification By Contractor. Contractor must indemnify, defend and hold the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors harmless from and against all Losses arising out of or resulting from any Action that does or is alleged to arise out of or result from a claim that any of the Services, or the State's or any Authorized User's use thereof, actually does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of a third party, provided however, that Contractor shall have no liability or obligation for any Action or Loss to the extent that such Action or Loss arises out of or results from any:

(a) alteration or modification of the Hosted Services or Service Software by or on behalf of the State or any Authorized User without Contractor's authorization (each, a "**State Modification**"), provided that no infringement, misappropriation or other violation of third party rights would have occurred without such State Modification and provided further that any alteration or modification made by or for Contractor at the State's request shall not be excluded from Contractor's indemnification obligations hereunder unless (i) such alteration

or modification has been made pursuant to the State's written specifications and (ii) the Hosted Services, as altered or modified in accordance with the State's specifications, would not have violated such third party rights but for the manner in which the alteration or modification was implemented by or for Contractor; and

(b) use of the Hosted Services by the State or an Authorized User pursuant to this Contract in combination with any software or service not provided, authorized or approved by or on behalf of Contractor, if (i) no violation of third party rights would have occurred without such combination and (ii) such software or service is not commercially available and not standard in Contractor's or the State's industry and there are no Specifications, Documentation, or other materials indicating Contractor's specification, authorization or approval of the use of the Hosted Services in combination therewith.

13.3 Mitigation.

(a) If Contractor receives or otherwise learns of any threat, warning or notice alleging that all, or any component or feature, of the Services violates a third party's rights, Contractor must promptly notify the State of such fact in writing, and take all commercially reasonable actions necessary to ensure the State's continued right to access and use such Services and otherwise protect the State from any Losses in connection therewith, including investigating such allegation and obtaining a credible opinion of counsel that it is without merit.

(b) Subject to the exclusions set forth in clauses (a) and (b) of **Section Error! Reference source not found.**, if any of the Services or any component or feature thereof is ruled to infringe or otherwise violate the rights of any third party by any court of competent jurisdiction, or if any use of any Services or any component thereof is threatened to be enjoined, or is likely to be enjoined or otherwise the subject of an infringement or misappropriation claim, Contractor must, at Contractor's sole cost and expense:

(i) procure for the State the right to continue to access and use the Services to the full extent contemplated by this Contract and the Specifications; or

(ii) modify or replace all components, features and operations of the Services that infringe or are alleged to infringe ("**Allegedly Infringing Features**") to make the Services non-infringing while providing equally or more suitable features and functionality, which modified and replacement services shall constitute Services and be subject to the terms and conditions of this Contract.

(c) If neither of the remedies set forth in **Section Error! Reference source not found.** is reasonably available with respect to the Allegedly Infringing Features then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will refund to the State any prepaid Fees for Services that have not been provided.; and

(d) The remedies set forth in this **Section Error! Reference source not found.** are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified pursuant to **Section Error! Reference source not found.** and **Section Error! Reference source not found.**.

13.4 Indemnification Procedure. The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially

prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section** Error! Reference source not found., must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

14. Limitations of Liability.

(a) Disclaimer of Damages. Neither party will be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this contract for consequential, incidental, indirect, or special damages, including without limitation lost profits and lost business opportunities.

(b) The Parties' Limitation of Liability. In no event will either party's aggregate liability to Contractor under this contract, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this contract, exceed the amount of fees paid by the State in the 12 months preceding the action giving rise to the claim

(c) The limitations and exclusions to Contractor's liability set forth in **Sections 14(a)** and **14(b)** shall not apply to Contractor's indemnification obligations under **Section** Error! Reference source not found..

15. Contractor Representations and Warranties.

15.1 Authority and Bid Response. Contractor represents and warrants to the State that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) it has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;

(c) the execution of this Contract by its Representative has been duly authorized by all necessary organizational action;

(d) when executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms;

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

(f) all written information furnished to the State by or for Contractor in connection with this Contract, including Contractor's bid response to the RFP, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading; and

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

15.2 Software and Service Warranties. Contractor represents and warrants to the State that:

(a) Contractor has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Services will have, the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;

(b) neither Contractor's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Contract does or at any time will: (i) conflict with or violate any applicable Law, including any Law relating to data privacy, data security or personal information; (ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or (iii) require the provision of any payment or other consideration by the State or any Authorized User to any third party, and Contractor shall promptly notify the State in writing if it becomes aware of any change in any applicable Law that would preclude Contractor's performance of its material obligations hereunder;

(c) as accessed and used by the State or any Authorized User in accordance with this Contract and the Specifications, the Hosted Services, Documentation and all other Services and materials provided by Contractor under this Contract will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;

(d) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened Action, and it has not received any written, oral or other notice of any Action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services or Service Software does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services or its other obligations under this Contract, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;

(e) the Service Software and Services will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Contract, including the Availability Requirement provisions set forth in **Section Error! Reference source not found.**;

(f) all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully describe the Hosted Services in all material respects such that at no time during the Term or any additional periods during which Contractor does or is required to perform the Services will the Hosted Services have any material undocumented feature;

(g) the Contractor Systems and Services are and will remain free of Harmful Code;

(h) Contractor will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations (including the Availability Requirement and Support Service Level Requirements) under this Contract;

(i) During the term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Services, will apply solely to Contractor's (or its subcontractors) facilities and systems that host the Services (including any disaster recovery site), and regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State systems or networks; and

(j) Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third party software provider for any reason whatsoever.

15.3 Disclaimer. except for the express warranties in this contract, Contractor hereby disclaims all warranties, whether express, implied, statutory or otherwise under or in connection with this contract or any subject matter hereof.

16. Insurance.

16.1 Insurance Requirements**.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations Deductible Maximum: $50,000 Each Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04; (2) include a waiver of subrogation; and (3) for a claims-made policy, provide 3 years of tail coverage.
Umbrella or Excess Liability Insurance	
Minimal Limits: $4,000,000 General Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds, and (2) include a waiver of subrogation.

Motor Vehicle Insurance	
Minimal Limits: $1,000,000 Per Occurrence	
Workers' Compensation Insurance	
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimal Limits: $100,000 Each Accident $100,000 Each Employee by Disease $500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimal Limits: $1,000,000 Each Occurrence $1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
Minimal Limits: $3,000,000 Each Occurrence $3,000,000 Annual Aggregate Deductible Maximum: $50,000 Per Loss	
Property Insurance	
Property Insurance covering any loss or damage to the State-owned office space used by Contractor for any reason under this Contract, and the State-owned equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The State must be endorsed on the policy as a loss payee as its interests appear.	

If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

16.2 Non-waiver. This **Section Error! Reference source not found.** is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

17. Force Majeure.

17.1 Force Majeure Events. Subject to **Section Error! Reference source not found.**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a "**Force Majeure Event**"), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

17.2 State Performance; Termination. In the event of a Force Majeure Event affecting Contractor's performance under this Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate this Contract by written notice to Contractor if a Force Majeure Event affecting Contractor's performance hereunder continues substantially uninterrupted for a period of five (5) Business Days or more. Unless the State terminates this Contract pursuant to the preceding sentence, any date specifically designated for Contractor's performance under this Contract will automatically be extended for a period up to the duration of the Force Majeure Event.

17.3 Exclusions; Non-suspended Obligations. Notwithstanding the foregoing or any other provisions of this Contract:

(a) in no event will any of the following be considered a Force Majeure Event:

(i) shutdowns, disruptions or malfunctions of the Contractor Systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or

(ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event; and

(b) no Force Majeure Event modifies or excuses Contractor's obligations under **Section Error! Reference source not found.** (Service Availability and Service Availability Credits), **Section** Error! Reference source not found. (Critical Service Errors and Termination Right), **Section Error! Reference source not found.** (State Data), **Section Error! Reference source not found.** (Confidentiality), **Section Error! Reference source not found.** (Security), **Section Error! Reference source not found.** (Redundancy and Data Backup) or **Section Error! Reference source not found.** (Indemnification), or any Availability Requirement, Support Service Level Requirement, Service Availability Credit obligations under this Contract or an applicable Statement of Work.

18. Reserved.

19. General Provisions.

19.1 Further Assurances. Each party will, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Contract.

19.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

19.3 Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

19.4 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Contractor:
Socrata, Inc.
83 S. King St., Suite 107
Seattle, WA 98104
E-mail: contracts@socrata.com
Attention: Dan Wassel
Title: CFO

If to the State:
Christine Mitchell
Buyer Specialist
DTMB Procurement
Mitchellc4@michigan.gov

Notices sent in accordance with this **Section Error! Reference source not found.** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

19.5 Headings. The headings in this Contract are for reference only and do not affect the interpretation of this Contract.

19.6 Entire Contract. This Contract, including all Statements of Work and other Schedules and Exhibits, constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Contract and those of any Schedule, Exhibit or other document, the following order of precedence governs: (a)

first, this Contract, excluding its Exhibits and Schedules; and (b) second, the Exhibits and Schedules to this Contract as of the Effective Date. No terms on Contractors website, browse-wrap, shrink-wrap, click-wrap or other non-negotiated terms and conditions provided with any of the services, or documentation hereunder will constitute a part or amendment of this contract or is binding on the state or any authorized user for any purpose. All such other terms and conditions have no force and effect and are deemed rejected by the state and the authorized user, even if access to or use of such service or documentation requires affirmative acceptance of such terms and conditions.

19.7 Assignment. Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Contract, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior written consent, such consent not to be unreasonably withheld. The State has the right to terminate this Contract in its entirety or any Services or Statements of Work hereunder, pursuant to **Section Error! Reference source not found.**, if Contractor delegates or otherwise transfers any of its obligations or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Contractor of any of such obligations or performance. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Contractor (regardless of whether Contractor is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Contract for which the State's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this **Section** Error! Reference source not found. is void.

19.8 No Third-party Beneficiaries. This Contract is for the sole benefit of the parties and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

19.9 Amendment and Modification; Waiver. This Contract may only be amended, modified or supplemented by an agreement in writing signed by each party's Contract Administrator. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19.10 Severability. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19.11 Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process

19.12Equitable Relief. Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this **Section Error! Reference source not found.**.

19.13Counterparts. This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Contract. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the Effective Date by their duly authorized representatives.

Schedule A – Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

This Contract is established to replace the existing State of Michigan transparency website with a new transparency website that is fully compliant with the U.S. Public Interest Research Group (PIRG) grading criteria. The expected outcome is to obtain and maintain an A+ grade in the annual PIRG ranking of state transparency websites beginning with the 2016 rankings. The Contract includes business requirements; design, development, implementation services; and hosting services. The Contractor must also provide, maintain, and enhance all hosted software.

This is a one-year Contract, with four one-year options.

1.002 BACKGROUND

The Michigan Administrative Information Network (MAIN) is the State's enterprise wide accounting application. MAIN was implemented in the 1990s and is a COBOL/DB2/CICS mainframe application with some java-based web application components.

The Management Information Database (MIDB) is the State's financial data warehouse. MIDB is an Oracle database. Data is extracted from MAIN and loaded to MIDB at both a summary and detailed transaction level.

Michigan's existing transparency website (http://michigan.gov/mitransparency) is internally hosted and maintained. The data source for the existing website is MIDB. For 2015, PIRG awarded Michigan a score of 87 (B+). PIRG's 2015 report on state transparency websites, which includes PIRG's grading criteria and how Michigan was scored, can be found at:

http://www.pirgim.org/sites/pirg/files/reports/Following%20the%20Money%202015%20vMI.pdf

A project (Project SIGMA) is currently underway to replace MAIN with an ERP system. When SIGMA is fully implemented, MAIN will be replaced by CGI Advantage, which includes a delivered transparency portal. Project SIGMA also includes the implementation of CGI InfoAdvantage, which will serve as the data warehouse for CGI Advantage summary and transaction data. SIGMA is expected to be fully implemented by October 1, 2017.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

The Contract consists of the following scope:

- Business Requirements
- Website Design
- Website Development
- Implementation including:
  - Data Conversion
  - Data Migration
  - Configuration
  - Testing
- Operations Services
- Maintenance and Support
- Knowledge Transfer/Transition

A more detailed description of the software, services (work) and deliverables sought for this project is provided in Schedule A, Section 1.104, Work and Deliverables.

1.102 OUT OF SCOPE

The following are out of scope for this Contract:

- Hardware
- Software
- Training
- Documentation

The SIGMA transparency website is also out of scope for this project.

1.103 ENVIRONMENT

The links below provide information on the State's Enterprise information technology (IT) policies, standards and procedures which includes security policy and procedures, eMichigan web development, and the State Unified Information Technology Environment (SUITE).

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this RFP must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

Enterprise IT Policies, Standards and Procedures:
http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html

All software and hardware items provided by the Contractor must run on and be compatible with the MDTMB 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 MDTMB. 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 MDTMB Project Manager 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. The State's Project Manager must approve any changes, in writing, and MDTMB, before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:
http://www.michigan.gov/documents/dmb/1210.32_Information_Processing_Report_390411_7.pdf http://www.michigan.gov/documents/dmb/1325_193160_7.pdf
http://www.michigan.gov/documents/dmb/1335_193161_7.pdf
http://www.michigan.gov/documents/dmb/1340_193162_7.pdf

The State's security environment includes:

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

Look and Feel Standard

All software items provided by the Contractor must be ADA complaint and adhere to the Look and Feel Standards www.michigan.gov/somlookandfeelstandards.

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 DELIVERABLES

The website must be fully implemented as soon as possible, **but no later than December 1, 2015**. These deliverables are not all inclusive.

A. Business Requirements

The Contractor must develop business requirements and map them to the PIRG grading criteria. At a minimum, the business requirements will include:

- A robust web-based visualization service that includes all features, data, links, and other information available on the existing transparency website plus the additional features, data, links, and other information needed to achieve an A+ grade from PIRG.
- The ability to access the website from any computer or tablet via all major internet browsers and operating systems.
- The ability to share data on Facebook, Twitter, and e-mail.
- The ability to combine data from multiple financial systems into an integrated presentation.
- The ability to display data as charts, graphs, or spreadsheets.
- The ability to drill down to successive layers of supporting detail, including transaction detail.
- The ability to sort, search, or filter data based on predefined parameters.
- The ability to download data, including bulk downloads.
- Five fiscal years of historical data.
- Accessibility to the website via a link on Michigan.gov.
- A password protected site for State staff to review updates and changes before they are made publicly accessible.

Contractor Commitment:

All functionality requirements listed above will be provided through **Socrata Open Expenditures** and the **Socrata Open Data Portal** out of the box. The proposed Socrata solution that maps to the PIRG is outlined in detail in the below matrix. Contractor will validate requirements and implementation plan as part of a *phase 0* step with the State of Michigan.

Category	COTS Solution
Checkbook Level Data	**Socrata Open Expenditures** will deliver this out of the box.

Search by Recipient	**Socrata Open Expenditures** will deliver this out of the box.
Search by Keyword	**Socrata Open Expenditures** will deliver this out of the box.
Search by Agency	**Socrata Open Expenditures** will deliver this out of the box.
Bulk Downloadable	**Socrata Open Expenditures** will deliver this out of the box.
Quasi Public Agencies	**Socrata Open Expenditures** will deliver this out of the box.
Excluded Information	**Socrata Open Expenditures** will deliver this out of the box.
Checkbook Level Subsidy data	**Socrata Open Expenditures** will deliver this out of box.
Checkbook Level Subsidy data	**Socrata Open Expenditures** delivers this out of the box.
Projected Public Benefits	**Socrata Open Data Portal** delivers this out of the box. Iowa Checkbook Projected Public Benefits? Socrata Plan is to identify source of this data in Michigan compliant to this description : The public benefits, such as the number of jobs, intended to be produced by specific private recipients of economic development subsidies (in the form of tax credits, grants, or other types of programs) are included. Recipients must be named in order to receive credit (i.e. referring to a company with a numerical code, project number or some other identifier that is not the company name is insufficient)
Actual Public Benefits	**Socrata Open Data Portal** delivers this out of the box. Iowa Checkbook Actual Public Benefits? Identify source of the five programs within the state of Michigan and then include the data compliant to this description: The public benefits, such as the number of jobs, actually produced by the specific private recipients of economic development subsidies (in the form of tax credits, grants, or other types of programs) are included. Recipients must be named in order to receive credit (i.e. referring to a company with a numerical code, project number or some other identifier that is not the company name is insufficient).
Tax Expenditure Reports	**Socrata Open Data Portal** delivers this out of the box.
Recouped Funds	**Socrata Open Data Portal** delivers this out of the Box. To receive 3 extra points here the Socrata plan is to: Identify the source of five programs within the state of Michigan and then include the data compliant to this description: Subsidies recouped are reported for programs with clawback provisions.64 Recipients must be named in order to receive credit (i.e. referring to a company with a numerical code, project number or some other identifier that is not the company name is insufficient).

Roles and Responsibilities of the Contractor and the State			
Phase	**Description**	**State Role**	**Contractor Role**
Phase 1: Introductory Discovery Session	Understand current business rules, workflow end to end, business objectives, etc.	Phone/in-person meeting with Socrata and the state	Phone/in-person meeting with Socrata and the state
Phase 2: Data Model Inventory	Map out the data model that the state system has in place today and field names that will be part of the external environment	Phone/in-person meeting with Socrata and the state	Phone/in-person meeting with Socrata and the state
Phase 3: Data Extraction	One time data pull from database	State to send to Socrata	
Phase 4: Data Transformation and Upload	Uploading Data to the **Socrata Open Data Portal** and **Socrata Open Expenditures**	State to validate data once uploaded	Socrata to upload the data
Phase 5: Automation and update frequency analysis	Socrata and the State will work together to identify business workflow for automating the data that best maps to current process.	Phone/in-person meeting with Socrata and the state	Phone/in-person meeting with Socrata and the state
Phase 6: Design and Michigan Configuration	Customer to accept testing and styling that is consistent with standards of other Michigan.gov websites.	Michigan provides look and feel guidelines already	Socrata to implement Michigan style guides.
Phase 7: Go Live			Socrata turns sight on. Socrata can provide a Public Launch partnership.

B. Hardware
Out of scope.

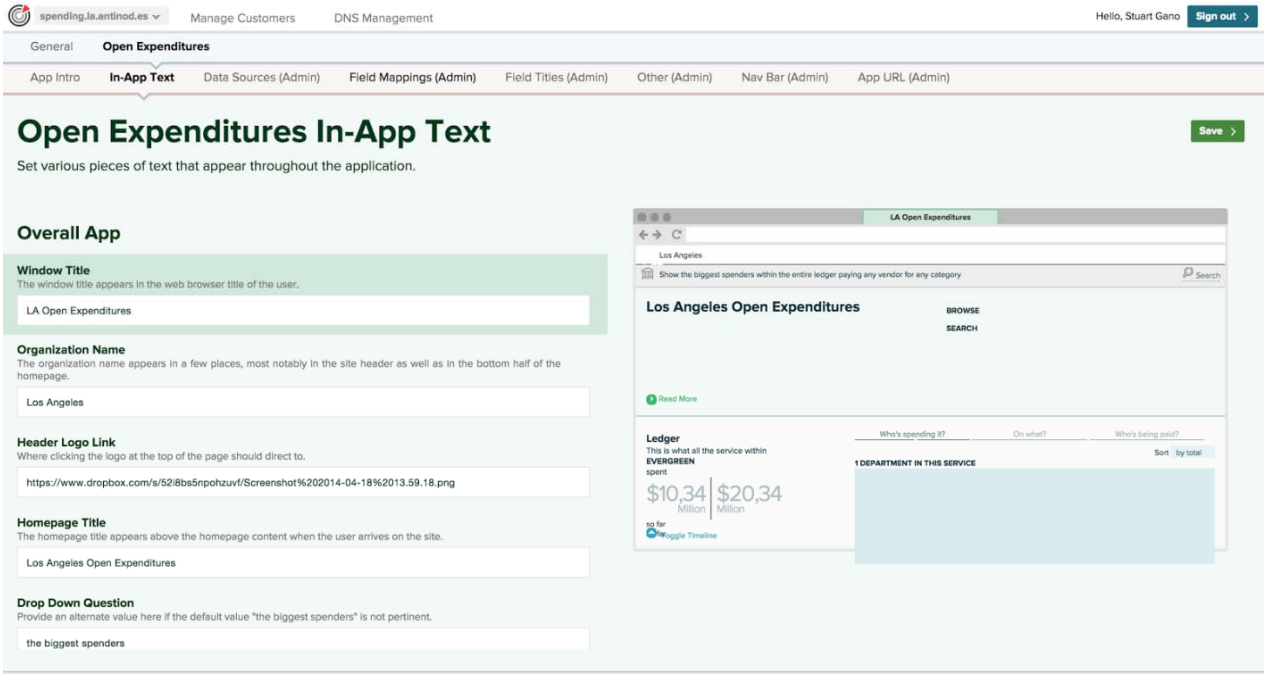
C. Software
Out of scope.

D. Website Design
The Contractor must develop a website design document that maps the features of the website design to the business requirements. The Contractor must also provide specifications and layouts for required data extracts from MIDB.

Contractor Commitment:

Socrata Open Expenditures and the **Socrata Open Data Portal** will deliver the functionality required to get an A+ on the PIRG rating out of the box provided the State provides the PIRG recommended datasets, by using these two COTS applications and configuring the design to map to the look and feel guidelines of the State of Michigan.

The internal panel of the application allows for further configuration well beyond the implementation. So if the state is ever interested in updating the content, Socrata or a business user can update the application online as shown in the below screenshot.



E. Website Development

The Contractor must develop a prototype of the website that is consistent with the website design.

Contractor Commitment:

Contractor will provide a fully provisioned **Socrata Open Data Portal** and **Socrata Open Expenditures** site within one week of Contract signature. These sites will be the development sites that Socrata and the State will move over into production. The application will be fully functional immediately and is configured to the look and feel standards of the State of Michigan.

This particular website development is estimated to take no longer than one week given the State of Michigan currently provides look and feel standards (Michigan Look and Feel Standards).

As part of the implementation process Socrata and the State of Michigan will establish a set of design requirements from the state of Michigan and construct a prototype environment that can be migrated over to the production environment as the go live date approaches. Every Socrata implementation goes through this staging environment step for User Acceptance Testing (UAT) before moving to production.

F. Implementation
The Contractor must complete all required data conversions, data migrations, configuration, and testing.

Contractor Commitment:

Socrata asks for the dataset to be as close to the data schema provided with the RFP response as possible; and will then finish the data conversions, migrations, configurations, and testing in order to put the data into **Socrata Open Expenditures** and **Socrata Open Data Portal.**

G. Training
Out of scope.

H. Documentation
Out of scope.

I. Operation Services
The Contractor must provide hosting services, systems management, disaster recovery, security administration services, and storage services. Operations services will meet the following standards:

- The Contractor must maintain the documentation of the system's operating procedures.
- The Contractor must agree to annual DTMB background checks for each vendor employee involved with the development and operations of the application.
- State contacts must be notified two weeks in advance for scheduled as well as planned outages. If an unexpected outage occurs, the State contacts must be notified immediately after the outage is reported.
- The Contractor must agree to the State's (or a designated third party) on-site visit of vendor facility/hosting center if requested.
- The Contractor must restrict access to their facilities to authorized personnel.
- The Contractor must protect Hardware at their facilities from unauthorized access.
- The Contractor will make the hosted services available at least 99.95% within a Calendar month with the exception of scheduled maintenance activities. The Contractor will provide the state with periodic system availability reports.
- The vendor must agree to assist in audits if requested. The vendor must also agree to address the audit findings in a manner satisfactory and acceptable for the State.

Contractor Commitment:

The Contractor will provide hosting services, systems management, disaster recovery, security administration services, and storage services. Operations services will meet the following standards:

As a SaaS offering the Contractor will handle all of the below requirements and the state will not be required to do anything in this regard.

The Contractor must maintain the documentation of the system's operating procedures.

Socrata has extensive documentation about the systems operating procedures and system architecture that can be made available upon request.

The Contractor must agree to annual DTMB background checks for each vendor employee involved with the development and operations of the application.

Socrata agrees to annual DTMB background check for employees involved in the development and operations of the application

State contacts must be notified two weeks in advance for scheduled as well as planned outages. If an unexpected outage occurs, the State contacts must be notified immediately after the outage is reported.

Socrata schedules time windows once per month where we reserve the option to bring the Socrata platform down for maintenance & upgrades:

- On the third Saturday of January, February, April, May, July, August, October, and November, Socrata-powered data sites may be unavailable from 8:00 PM to 9:00 PM Eastern time
- On the third Saturday of March, June, September and December Socrata-powered data sites may be unavailable from 8:00 PM to Midnight Eastern time

Site maintenance reminders will be posted publicly on each Socrata-powered datasite at least 48 hours before the beginning of the maintenance window. An alternative status page will be displayed during scheduled maintenance windows.

The Contractor must agree to the State's (or a designated third party) on-site visit of vendor facility/hosting center if requested.

Socrata agrees to the State's request of an on-site visit of Socrata's datacenter.

The Contractor must restrict access to their facilities to authorized personnel.

Socrata stores all of its data in a Tier 1 datacenter with:

- 24/7/365 staff on-site at datacenter, including on-premise security guard
- 2-factor biometric access to datacenter floor (RFID badge + palm scanners)
- Portals and person-traps allowing only one individual at a time through security checkpoint
- Socrata's hardware resides in a private, locked cage. Access to cage requires key checked out from security staff, with positive ID verification against a Socrata-maintained access-control list.

The Contractor must protect Hardware at their facilities from unauthorized access.

Socrata stores all of its data in a Tier 1 datacenter with:

- 24/7/365 staff on-site at datacenter, including on-premise security guards
- 2-factor biometric access to datacenter floor (RFID badge + palm scanners)
- Portals and person-traps allowing only one individual at a time through security checkpoints
- Socrata's hardware resides in a private, locked cage. Access to cage requires key checked out from security staff, with positive ID verification against a Socrata-maintained access-control list.

The Contractor will make the hosted services available at least 99.95% within a Calendar month with the exception of scheduled maintenance activities. The Contractor will provide the state with periodic system availability reports.

Socrata maintains an enterprise-class infrastructure with availability and uptime SLAs well over 99.9%.

In addition, support.socrata.com is our support site, which is kept up to date on the availability of the system.

The vendor must agree to assist in audits if requested. The vendor must also agree to address the audit findings in a manner satisfactory and acceptable for the State.

Socrata agrees to assist in State audits if requested. Additionally, Socrata engaged IOActive to evaluate the security threats and risks associated with their external web application, and to perform a vulnerability assessment and penetration test. As a result, IOActive consultants performed an extensive security assessment of the identified application. "The IOActive consultants found the assessed application to be in good security standing overall—it contained little in terms of critical vulnerabilities and the one high-risk item found that enabled session hijacking was remediated quickly by Socrata staff."

J. Maintenance and Support
Contractor Commitment:

The Contractor will be responsible for maintenance and support of all required hardware and software. Maintenance and support services will meet the following standards**:**

The Contractor is responsible for tracking, managing, and communicating system problems to the State.

Socrata actively monitors, tracks, and communicates all system problems and delivers that to Socrata customers and will continue to do so for the State of Michigan.

The Contractor will develop and maintain a Service Level Agreement (SLA). Periodic reviews of the service level agreement requirements must occur and both parties must approve any changes. The SLA will include, at a minimum:

- **System uptime**
  - Socrata maintains an enterprise-class infrastructure with availability and uptime SLAs well over 99.9%
- **System response times**
  - Site maintenance reminders will be posted publicly on each Socrata-powered datasite at least 48 hours before the beginning of the maintenance window. An alternative status page will be displayed during scheduled maintenance windows
- **Incident response times**
  - Included with every cloud instance is access to our Basic Customer Support Package that provides email, phone and web support 7 days a week during regular business hours (8:00am to 5:00pm PT) with set SLAs based on severity levels. 24x7 support is also available with a Premium Support Package.

Severity Level	Nature of Impact	Response Target
1 (Critical)	A widespread unavailability of a Socrata data site or mission critical service.	30 Minutes
2 (Medium)	An incident resulting in moderate impact on operations, such as a noticeable performance degradation in a Socrata-powered datasite or temporary unavailability of a non-mission critical service/feature	4 hours
3 (Minor/Low)	An incident that disrupts a Socrata-powered datasite or service that can be circumvented with minimal impact to operations	12 hours
4 (Service Requests)	Requests that do not impact datasite or service	24 hours

- **Escalation process for Critical issues**
  - At Socrata, we strive to meet our SLAs and provide prompt, courteous support to help solve our customer's problems. In the event that you are not getting what you need, please follow this escalation path:
    - Email to support@socrata.com.

- Email or call to your account manager.
- Email or call senior manager, customer success (Kara Goetz | kara.goetz@socrata.com)

The Contractor will perform load balancing, performance tuning, and configuration adjustments to optimize existing Hardware/environment.
Socrata runs on the LTS (Long Term Stable) series of Ubuntu Server, with systems deployed on 10.04, 12.04, and 14.04. All systems, applications, and databases are managed via Opscode Chef, with Chef configurations and recipes stored in a private Git repository.

Traffic into the Socrata environment must first traverse Cisco ASA firewalls performing stateful inspection, and then terminates on dedicated hosts running NGINX proxy, which handles SSL/TLS session offload. From there the traffic goes to load balancers running HAProxy, and distributed across front-end systems running Apache and Rails. From this tier, traffic is either directed to the core application or caching server as necessary, which then interacts with other system components and databases.

For planned, and/or scheduled outages, Contractor must send a reminder 24 hours prior, in addition to the notice required per Section I, Operation Services, to confirm the 2-week advance notice execution of the scheduled or planned outage.

Contractor schedules time windows once per month where they reserve the option to bring the Socrata platform down for maintenance & upgrades:

- On the third Saturday of January, February, April, May, July, August, October, and November, Socrata-powered data sites may be unavailable from 8:00 PM to 9:00 PM Eastern time
- On the third Saturday of March, June, September and December Socrata-powered data sites may be unavailable from 8:00 PM to Midnight Eastern time

K. Knowledge Transfer/Transition
If the State decides to terminate the contract, the Contractor shall provide the documentation, services, and assistance needed to facilitate an effective and timely transition to the State and/or a successor Contractor. The Contractor must also return the State's data and be responsible for the subsequent secure disposal of the State's data.

Contractor Commitment:

Socrata agrees to provide the documentation, services and assistance need to facilitate this transfer. Additionally, Socrata supports open data standards in three main ways towards this end.

1. **Data Catalog Interoperability** - Enables universal federation of different open data catalogs using a standard catalog schema, based on the W3C Data Catalog Vocabulary (DCAT).
2. **Data Portability Based on Standard Data Format**s - Standardizes outputs including JSON, XML, and CSV, as well as RDF and other Linked Data standards. The goal is to evolve towards standard schemas that developers can use for popular data sets, based on real-world examples and collaboration between data publishers.

Application Portability Based on Open Data API Standards - Standardizes the Application Programming Interfaces (APIs) used to programmatically access open data, using established paradigms and protocols such as REST, HTTP, and Structured Query Language (SQL)

L. Other Services (Agency to add any additional services to be required)
None.

II. Requirements

A. Technical/General System Requirements
The Contractor is responsible for complying with State technical/general requirements. At a minimum, the Contractor must:

Contractor Commitment:

Provide an annual Technology plan within six months from the contract award date that identifies all planned hardware and system software upgrades. Key elements to the Technology Plan include executive summary, hardware strategy (including server strategy, storage strategy, tape strategy, connectivity strategy, router environment, disaster recovery and network security strategy), and software strategy (including O/S, DBMS, and independent software vendor product considerations).

Socrata agrees to provide a Technology plan within six months of contract award date.

The Technology Plan must also include either current or proposed System diagram(s). The State will review and approve the Technology plan on an annual basis.

Submit a completed DTMB-0170 Security Assessment within 6 months from the contract award date. (Note: See the attached zip file, titled DTMB-170 Documents, for instructions and templates.)

Socrata agrees to submit a DTMB - 0170 Security Assessment within 6 months from award date. Additionally, Socrata is currently ranked as FISMA - Moderate and is actively pursuing FedRamp Certification.

Support encryption of all data in the system both during transmission and at rest, using at minimum 128-bit encryption.

Data stored in the Socrata cloud is always encrypted while in transit – interactively via web browser or programmatically via API. The Socrata platform has been successfully audited and certified numerous times for various rigorous information security programs, including FISMA. Our cloud operation has been independently audited by Mitre, I/O Active and other security firms on behalf of Centers for Disease Control and Prevention, Medicare, the World Bank, the US Federal Government, the City of Seattle and other organizations.

Agree to implement necessary security controls to ensure the Confidentiality, Integrity, and availability of State's data and the system at all times.

Socrata agrees.

Perform full volume back-ups immediately after the receipt of refreshed data from the State.

All data uploaded to the Socrata cloud is stored at least four (4) times in fault tolerant, redundant architecture – two copies in a primary data center in Seattle, WA and two copies in a secondary data center in Chicago, IL. Replication of data from primary to secondary data centers happens automatically. In the event of a disaster impacting Socrata's primary data center, Socrata personnel would transparently fail over or recover data without customer intervention.

All copies of State data, including back-ups must remain within the continental U.S.

All data uploaded to the Socrata cloud is stored at least four (4) times in fault tolerant, redundant architecture – two copies in a primary data center in Seattle, WA and two copies in a secondary data center in Chicago, IL. Replication of data from primary to secondary data centers happens automatically. In the event of a disaster impacting Socrata's primary data center, Socrata personnel would transparently fail over or recover data without customer intervention.

B. Functional Requirements
See Schedule A, Attachment 1.

1.200 Roles and Responsibilities

1.201 Contractor Staff, Roles, And Responsibilities

A. Contractor Staff
The Contractor must provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

Contractor must provide a list of all subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning subcontractor's organization and abilities.

The Contractor will identify a Single Point of Contact (SPOC). The duties of the SPOC shall include, but not be limited to:

- supporting the management of the Contract,
- facilitating dispute resolution, and
- advising the State of performance under the terms and conditions of the Contract.

The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.

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

Socrata's SPOC for this project will be Elizabeth Allen. She is the Socrata Customer Success Manager assigned to the State of Michigan as well as Iowa, Texas and some key local governments in the Midwest. Elizabeth Allen served in this same capacity for Iowa during 2014 and its PIRG rating of 95.

Her contact information is provided here

Elizabeth Allen
Cell: 651.395.0092
Elizabeth.allen@socrata.com

Elizabeth will manage a group of Socrata team members that will include: two project managers (one for the application and one for the Socrata Data Portal, data visualization analyst, graphic designer, web developer, data integration specialist, marketing and PR team, customer support specialist.

All of these key Socrata personnel with Elizabeth being the SPOC will deliver against all of the below requirements to deliver a smooth transition to the new system.

The specific named individuals will be assigned based on bandwidth and availability after contract initiation.

All Key Personnel may be subject to the State's interview and approval process. Any key staff substitution must have the prior approval of the State. The State has identified the following as key personnel for this project:

- *Project Manager*

During implementation, the Contractor will provide a project manager to interact with the designated personnel from the State to insure a smooth transition to the new system. The project manager/technical lead will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's project manager/technical lead responsibilities include, at a minimum:

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

Contractor Commitment:

Proposed Resource Name:	**Meredith Slota**
Proposed Classification:	***Senior Project Manager***
Key Personnel:	**Yes x *or* No ☐**
If resource is associated with a subcontractor provide name of company:	**N/A**
Percentage of time resource will be allocated to project:	50 %

Proposed Resource Name:	***Hiko Naito***
Proposed Classification:	***Technical Project Manager***
If resource is associated with a subcontractor provide name and address of company:	**Socrata**
Percentage of time resource will be allocated to project:	**100 percent allocation**

1.202 State Staff, Roles, And Responsibilities

The State project team will consist of a MDTMB and Agency project manager:

State Project Manager- (MDTMB and Agency)
MDTMB will provide a Project Manager who will be responsible for the State's infrastructure and coordinate with the Contractor in determining the system configuration.

The State's Project Manager will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external Contractors
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.

Name	Agency/Division	Title
David Gabler	MDTMB	Project Manager
Mike Moody	State Budget Office	Project Manager

MDTMB shall provide a Contract Administrator whose duties shall include, but not be limited to, supporting the management of the Contract.

Name	Agency/Division	Title
Terry Mead	MDTMB	Contract Administrator

1.203 Other Roles And Responsibilities

None.

1.300 Project Plan

1.301 Project Plan Management

Orientation Meeting
Within 7 business days from execution of the Contract, the Contractor will be required to participate in an orientation meeting to discuss the content and procedures of the Contract. The meeting will be conducted by conference call.

Performance Review Meetings
The State will require the Contractor to participate in periodic meetings to review the Contractor's progress and performance under the Contract. The meetings will be conducted by teleconference, on a schedule determined by the State Project Manager.

Project Control

1. The Contractor will carry out this project under the direction and control of MDTMB and the State Budget Office.
2. Within 7 business days of the execution of the Contract, the Contractor will submit to the State project manager(s) for final approval of the project plan. This project plan must be in agreement with Schedule A, Section 1.104 Work and Deliverables, and must include the following:
   - The Contractor's project organizational structure.
   - The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
   - The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
   - The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
3. The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at http://www.michigan.gov/suite
   a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
      - Staffing tables with names of personnel assigned to Contract tasks.
      - Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next 30 calendar days, updated semi-monthly).
      - Updates must include actual time spent on each task and a revised estimate to complete.
      - Graphs showing critical events, dependencies and decision points during the course of the Contract.
   b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

Contractor Commitment:

Socrata agrees to provide a final project plan for the state to sign off on. Socrata has read through the SUITE methodology and is able to manage this project in accordance with that process. Contractor will use basecamp for project management and basecamp is able to output staffing tables, project plans, and deliverables in accordance with Michigan's requirements.

This project management tool assigns Socrata PMs and State Employees structured action items to deliver projects on time.

Basecamp is the tool that Socrata uses because it provides free file transfers. Great reporting tools and real time insights into the status of any one of the projects that our implementation team is working on.

1.302 Reports

The Contractor shall provide monthly status reports that include:

- Updates to the project plan
- Summary of activity during the report period
- Accomplishments during the report period
- Deliverable status

- Schedule status
- Action item status
- Issues
- Change control
- Repair status
- Planned Maintenance activity

Reporting formats must be submitted to the State's Project Manager for approval within 7 business days after the execution of the contract resulting from this RFP. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

Contractor Commitment:

Socrata agrees to provide monthly status reports that include the above information.

1.400 Project Management

1.401 Issue Management

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

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue.
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description

Issues shall be escalated for resolution from level 1 through level 3, as defined below:

Level 1 – Business leads
Level 2 – Project Managers
Level 3 – Executive Subject Matter Experts (SME's)

Contractor Commitment:

Socrata implements a similar style of approach for every engagement. This Issue Log is called a "punch list." The list is maintained by both the state and Socrata and is updated on a weekly basis with the categories listed above. This is distributed and maintained through the Basecamp project as part of the standard Socrata Issue Management methodology.

1.402 Risk Management

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project.

The Contractor shall provide the tool to track risks. The Contractor will work with the State and allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The State will assume the same responsibility for risks assigned to them.

Contractor Commitment:

Socrata will use Basecamp as the main tool to track risks within the project and mitigate those risks throughout the course of the implementation to ensure a timely and in scope project is delivered. The State will be the one to prioritize those risks and deliver that to Socrata. Socrata will assume responsibility of all risks that become assigned to them.

1.403 Change Management

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

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

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

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

Contractor Commitment:

Socrata has change management procedures in place to handle things like “out-of-scope” requests or changing business needs while the migration and implementation are underway. By using COTS (consumer off the shelf) software delivered in a SaaS (Software as a Service) model it is very simple for Socrata to handle changes to the project that the state might have. There are no infrastructure or hardware changes that will come back on the state due to updates from the contract. These theoretical changes will not affect performance or availability of the final output from the Transparency project to achieve the A+ from PIRG

1.500 Acceptance

1.501 Criteria

Deliverable/Milestone 1 – Design Document

Description: The Contractor must develop a website design document that maps the features of the website design to the business requirements. The Contractor will also provide specifications and layouts for required data extracts from MIDB to be encrypted and “pushed” to the secure site for publication through the application.

Acceptance Criteria: Confirmation that the design meets the business requirements.

Sign-off: MDTMB Project Manager and State Budget Office Project Manager

Deliverable/Milestone 2 – Website Prototype
Description: The Contractor must develop a prototype of the website that is consistent with the website design.

Acceptance Criteria: Confirmation that the prototype incorporates all elements of the website design.

Sign-off: MDTMB Project Manager and State Budget Office Project Manager

Deliverable/Milestone 3 – Implementation
Description: The Contractor must complete all required data conversions, data migrations, configuration, and testing within the required time frame.

Acceptance Criteria: Confirmation that all implementation tasks have been successfully completed, the State has approved the system to go-live, and the system is successfully in production.

If the system is not live by December 1, 2015 the State has the option to terminate the Contract.

Sign-off: MDTMB Project Manager and State Budget Office Project Manager.

Deliverables/Milestones 4-15 – Operations Services, Maintenance, and Support – Months 1 - 12
Description: The Contractor will provide hosting services, systems management, disaster recovery, security administration services, and storage services. The Contractor will also be responsible for maintenance and support of all required hardware and software.

Acceptance Criteria: Confirmation that services have been provided in accordance with the standards and service level agreement described in Section 1.104; and only after successful completion of milestone 1-3.

Sign-off: MDTMB Project Manager and State Budget Office Project Manager

Incentive Payment - Deliverable/Milestone 16 – "A+" Grade from PIRG
Description: Achievement of an "A+" grade in the 2016 PIRG ranking of state transparency websites.

Acceptance Criteria: Confirmation that Michigan has received an "A+" grade in the 2016 PIRG ranking of state transparency websites.

Sign-off: State Budget Office Project Manager

1.600 Compensation and Payment

1.601 Compensation And Payment

Method of Payment
The Contractor will be paid on a fixed price, basis for deliverable/milestones 1-3, then on a fixed rate monthly, for the remainder of the term. In addition two incentive payments will be made based on successful achievement of an A or A+ system rating by PIRG. Schedule C - Pricing must be used as the format for submitting pricing information.

Contractor Commitment:
Schedule C - Pricing

The selected Contractor will be required to submit an Administrative Fee (see Section 2.031) on all payments remitted under the Contract. The Bidder should consider Administrative Fee requirements when developing its price proposal.

Extended purchasing program volume requirements are not included, unless stated otherwise.

If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's MDTMB Contract Administrator with the reduced prices within fifteen (15) Business Days of the reduction taking effect.

Travel
The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.

Out-of-Pocket Expenses
Contractor out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates.

In the event travel is required, all travel reimbursement will be paid according to the State of Michigan's Standardized Travel Rates and Regulations. This information may be found at:
http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html

All air, car and hotel reservations must be made through the State Contract with Passageways Travel at (517) 333-5880 or (800) 915-8729. All original receipts must be included with your travel voucher and invoices, which must include the purchase order number. Failure to follow this policy will result in reduced reimbursement.

Statements of Work and Issuance of Purchase Orders

- Unless otherwise agreed by the parties, each Statement of Work will include:
    1. Background
    2. Project Objective
    3. Scope of Work
    4. Deliverables
    5. Acceptance Criteria
    6. Project Control and Reports
    7. Specific Department Standards
    8. Payment Schedule
    9. Travel and Expenses
    10. Project Contacts
    11. Agency Responsibilities and Assumptions
    12. Location of Where the Work is to be performed
    13. Expected Contractor Work Hours and Conditions

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

Invoicing
Contractor will submit properly itemized invoices to

DTMB – Financial Services
Accounts Payable
P.O. Box 30026
Lansing, MI 48909
or
DTMB-Accounts-Payable@michigan.gov

Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

Schedule B
GENERAL COMPANY INFORMATION

1. Company Contact Information.	
Sole contact during the Contract period: Natalie LaBarbera Account Manager, Socrata 83 S King St Seattle WA 98104	
Sole contact authorized to receive and sign Contract and/or amendment(s): Dan Wassel CFO contracts@socrata.com 83 South King Street Seattle WA 98104	
2. Company Background Information.	
Legal business name and address: Socrata, Inc 83 S King Street Seattle, WA 98104	
Incorporated in: Delaware	
Phone number.	206-340-8008
Website address.	www.socrata.com
3. Principal Place of Business. Seattle Washington 98104	

STATE OF MICHIGAN

Schedule C - PRICING

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using the template below. The pricing schedule should be submitted in a modifiable format (e.g. Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.
4. **Definition "Percent of Total Fixed Price"** Means:
    a. Firm, fixed price bid by milestone, for Milestones 1-3,
    b. Firm, fixed rate bid per month, for Milestones 4-15, months 1-12 of Operations, and
    c. Percent payments will be calculated based on total of a+b above.

Deliverable/Milestone Description Listed in Schedule A, 1.501, Acceptance Criteria	Deliverable/ Milestone Number	Payment Schedule Percent of Total Fixed Price	# Resources for Deliverable	Proposed Hours for Deliverable	Milestone / Monthly Rate Lump Sum Pricing.
Design Document	1	0%		5	***Included $0***
Website Prototype	2	0%		5	***Included $0***
Implementation	3	0%		50	***Included $0***
Operations Services, Maintenance, and Support – Month 1 -12 to be prorated monthly.	4 - 15	100%			***$4,166.66 /mo.***
"A+" Grade from PIRG – Incentive Payment	16	NA			***$25,000****
Total Fixed Price		**100%**			***$4,166.66 /mo.*** **

Item # 5: (920 - 05) Optional Year 1 - Enter Rate for Annual Operation Services, Hosting, Maintenance and Support, to be prorated and paid monthly for Option Year 1, in the event it is exercised. Enter here, and add table for option years 1-4 in Schedule C Pricing.

Qty	***Unit Cost***	***UOM***	***Total Discount Amt***	***Tax Rate***	***Tax Amount***	***Total Cost***
1.0	$69,000	***Year - 1***	27.54%	n/a	n/a	***$50,000 /yr.***
1.0	$81,000	***Year -2***	30.86%	n/a	n/a	***$56,000 /yr.***
1.0	$93,000	***Year -3***	33.33%	n/a	n/a	***$62,000 /yr.***
1.0	$107,000	***Year -4***	36.45%	n/a	n/a	***$68,000 /yr.***

Manufacturer: Brand: Model:

Make: Packaging:

This product was manufactured within the United States and the cost of domestic components exceeds 50% of all components.

**** Michigan's success equals Socrata's Success. The 25k incentive payment earned will be reinvested into Michigan's Transparency Initiatives by offering additional Professional Service hours needed to achieve an A+ Transparency PIRG rating in 2017 and beyond as the requirements for PIRG rating change over time.***

***** Contract based on 12 months. Additional packages can include multiple Socrata Open Data Portals, Socrata Open Budget, Socrata Open Payroll, Socrata Stories, and other consulting packages.***

GSA SKU	*Product Name*	*Description*	*Cost / mo.*
SOC-PS-OSA	Outsourced Solution Administration	Included activities: Uploading data; Assisting in the configuration of ongoing, automated data updates; Creating visualizations; Building goals and reports; Manipulating data to conform to a data schema; One-on-one targeted training sessions via phone or web. 10 hours of OSA services per month for a set term.	$999.00
SOC-APP-CUS	Socrata Budget Book	Budget Book Report Builder Project. https://reports.data.montgomerycountymd.gov/omb	$1,500.00
SOC-APP-OB	Socrata Open Budget	A ready-to-deploy app that lets citizens explore their government's budget, along every step of the process, and at every level of the allocation hierarchy.	$999.00
SOC-APP-PAY	Socrata Open Payroll	A ready-to-deploy app that lets citizens explore a government’s payroll along every step of the process, and at every level of the allocation hierarchy.	$999.00

Price Table including SKU Numbers for PO:

Socrata
The Data Experience Company™

Quoted By:	Natalie LaBarbera
Quote #:	SOM Budget Office
Quote Date:	10/15/2015
Expiry Date:	10/30/2015

State of Michigan Budget Office Transparency Website

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Socrata Rep Contact
Natalie LaBarbera
Natalie.LaBarbera@socrata.com
612.220.0710

SKU	Description	Quanity	Term length	Extended Price
SOC-OD-B	**Socrata Open Data – Basic** Usage Limits: • 250 data sets • Unlimited Views and Visualizations • Unlimited Open Data APIs • Native Support for Geospatial Data • Sitewide Usage Analytics	1	12 Months	$51,000

SOC-APP-OE	**Socrata Open Expenditures**	1		12 Months	$18,000
SOC-PS-ODP-S	**Socrata Open Data Portal Launch Package**	1		One-time	*included*
SOC-PS-OE	**Socrata Open Expenditures Implementation**	1		One-time	*included*

All primary values quoted in USD

Sub-Total:	$69,000
Bundled Discount:	$19,000
Extended Price	$50,000