



**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 **6**  
 to  
 Contract Number **071B7700018**

<b>CONTRACTOR</b>	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC	<b>STATE</b>	Program Manager	Various	MSP
	800 N. Old Woodward Avenue				
	Birmingham, MI 48009		Contract Administrator	Sarah Walter	DTMB
	Ellyn Davidson			(517) 256-4237	
	248-341-8211			walters6@michigan.gov	
	edavidson@brogan.com				
	CV0029622				

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MICHIGAN STATE POLICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1, 2016	September 30, 2019	2 - 1 Year		September 30, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME		
2% 15 (on Agency Fee), NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	September 30, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$16,241,300.00	\$0.00	\$16,241,300.00		
DESCRIPTION				
Effective September 20, 2021 please note the following:				
The attached Statement of Work (SOW), is hereby incorporated via the Change Notice 6, Attachment. This SOW is for Advertising Services for the Recruiting and Selection Division of the Michigan State Police (MSP).				
All other terms, conditions, specifications, and pricing remain the same per Contractor and Agency agreement, and DTMB Central Procurement Services approval.				

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MSP	Kendall Wingrove	(517) 284-3147	WingroveK@michigan.gov
MSP	Tiffany Vedder	517-284-3944	VedderT@michigan.gov
MSP	Duane Zook	810-732-1111	zookd@michigan.gov



**Change Notice 6 – Attachment – 071B7700018**

<b>NFL :30 Pricing @ 15% discount -- 2021 - 2022 Season</b>																
<b>Event</b>	<b># spots</b>	<b>rate</b>	<b>total \$'s</b>	<b>HH</b>	<b>A18-49</b>		<b>A25-54</b>		<b>M25-54</b>		<b>A35-64</b>		<b>F25-54</b>			
Lions Pre-Season Pregame (1x/pregame)	3	160	480	2.9	8.7	1.2	3.6	1.6	4.8	2.0	6.0	2.1	6.3	1.3	3.9	
<b>Lions Pre-Season Game (3x/game)</b>	<b>9</b>	<b>495</b>	<b>4455</b>	<b>7.7</b>	<b>69.3</b>	<b>3.5</b>	<b>31.5</b>	<b>4.5</b>	<b>40.5</b>	<b>5.9</b>	<b>53.1</b>	<b>5.8</b>	<b>52.2</b>	<b>1.3</b>	<b>11.7</b>	
<b>Lions Pre-Season Game (1x extra in game 1)</b>	<b>1</b>	<b>275</b>	<b>275</b>	<b>7.7</b>	<b>7.7</b>	<b>3.5</b>	<b>3.5</b>	<b>4.5</b>	<b>4.5</b>	<b>5.9</b>	<b>5.9</b>	<b>5.8</b>	<b>5.8</b>	<b>1.3</b>	<b>1.3</b>	
IR Lions Pregame (1x/pregame)	3	30	90	2.2	6.6	1.2	3.6	1.6	4.8	1.8	5.4	1.7	5.1	1.1	3.3	
IR Lions Preseason Game (3x/game)	9	110	990	1.8	16.2	0.7	6.3	0.8	7.2	1.0	9.0	1.3	11.7	0.5	4.5	
BONUS Lions Instant Replay Game (1x addl./game)	3	0	0	1.8	5.4	0.7	2.1	0.8	2.4	1.0	3.0	1.3	3.9	0.5	1.5	
FOX NFL Pre-Season Game: HOF Game (2x/game)	2	275	550	3.1	6.2	1.8	3.6	2.2	4.4	3.0	6.0	2.8	5.6	1.4	2.8	
Lions Gameday Live! (19, includes T-Day)	19	75	1425	0.9	17.1	0.6	11.4	0.5	9.5	0.7	13.3	0.7	13.3	0.3	5.7	
FOX NFL Sunday Kickoff Show (19, includes T-Day)	19	110	2090	2.0	38.0	0.8	15.2	1.0	19.0	1.3	24.7	1.2	22.8	0.8	15.2	
FOX NFL Sunday Pregame Show (18, excludes T-Day)	18	325	5850	4.7	84.6	2.2	39.6	2.8	50.4	3.5	63.0	3.3	59.4	2.0	36.0	
<b>Lions Regular Season (13, excludes T-Day)</b>	<b>13</b>	<b>1475</b>	<b>19175</b>	<b>20.4</b>	<b>265.2</b>	<b>10.4</b>	<b>135.2</b>	<b>12.8</b>	<b>166.4</b>	<b>16.6</b>	<b>215.8</b>	<b>15.5</b>	<b>201.5</b>	<b>9.2</b>	<b>119.6</b>	
Non-Lions Regular Season (15)	15	650	9750	10.5	157.5	6.1	91.5	7.4	111.0	9.3	139.5	8.2	123.0	5.4	81.0	
TNF Pregame (11, includes Xmas Day)	11	225	2475	3.6	39.6	1.8	19.8	2.3	25.3	2.8	30.8	2.5	27.5	1.8	19.8	
Thursday Night Football (11, includes Xmas day)	11	525	5775	6.4	70.4	3.7	40.7	4.5	49.5	5.5	60.5	4.9	53.9	3.5	38.5	
Thanksgiving Day Pregame (Lions)	1	650	650	3.6	3.6	1.8	1.8	2.3	2.3	2.8	2.8	6.0	6.0	4.3	4.3	
Thanksgiving Day Game (Lions)	1	2350	2350	10.7	10.7	8.6	8.6	10.8	10.8	13.9	13.9	10.7	10.7	7.8	7.8	
Wildcard Pregame (non-Lions)	1	375	375	19.3	19.3	11.5	11.5	13.5	13.5	15.9	15.9	13.2	13.2	11.2	11.2	
Wildcard Game (non-Lions)	1	1475	1475	43.0	43.0	30.4	30.4	35.3	35.3	42.3	42.3	35.7	35.7	28.5	28.5	
Divisional Pregame (Lions, priced as non-Lions)	0	375	0	19.3	0.0	11.5	0.0	13.5	0.0	15.9	0.0	13.2	0.0	11.2	0.0	
Divisional Game (Lions, priced as non-Lions)	0	1475	0	43.0	0.0	30.4	0.0	35.3	0.0	42.3	0.0	35.7	0.0	28.5	0.0	
Divisional Pregame (non-Lions)	1	375	375	6.6	6.6	3.9	3.9	4.7	4.7	6.1	6.1	5.8	5.8	3.5	3.5	
Divisional Game (non-Lions)	1	1475	1475	20.4	20.4	13.0	13.0	15.5	15.5	19.6	19.6	17.6	17.6	11.5	11.5	
NFC Championship Pregame Show	1	525	525	12.0	12.0	7.0	7.0	8.5	8.5	10.5	10.5	9.				



**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 **5**

to

Contract Number **071B7700018**

<b>CONTRACTOR</b>	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC	<b>STATE</b>	Program Manager	Various	DTMB
	800 N. Old Woodward Avenue				
	Birmingham, MI 48009		Contract Administrator	Sarah Walter	DTMB
	Ellyn Davidson			(517) 256-4237	
	248-341-8211			walters6@michigan.gov	
	edavidson@brogan.com				
	CV0029622				

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MICHIGAN STATE POLICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1, 2016	September 30, 2019	2 - 1 Year		September 30, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME		
2% 15 (on Agency Fee), NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,636,800.00	\$604,500.00	\$16,241,300.00		
DESCRIPTION				
Effective January 20, 2021, this Contract is increased by \$604,500.00 for Michigan State Police (MSP) use.				
All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on January 19, 2021.				

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MSP	Kendall Wingrove	(517) 284-3147	WingroveK@michigan.gov
MSP	Tiffany Vedder	517-284-3944	VedderT@michigan.gov
MSP	Duane Zook	810-732-1111	zookd@michigan.gov



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **4**  
 to  
 Contract Number **071B7700018**

<b>CONTRACTOR</b>	BROGAN & PARTNERS ADVERTISING CONSULTANCY, INC.
	800 N. Old Woodward Avenue
	Birmingham, MI 48009
	Ellyn Davidson
	(248) 341-8211
	edavidson@brogan.com
	CV0029622

<b>STATE</b>	Program Manager	VARIOUS	MSP
	Contract Administrator	Sarah Walter	DTMB
		(517) 256-4237	
		Walters6@michigan.gov	

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> MARKETING AND ADVERTISING SERVICES – MICHIGAN STATE POLICE (MSP) OFFICE OF HIGHWAY SAFETY PLANNING (OHSP)				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 1, 2016	September 30, 2019	2-1 Year	September 30, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
2% 15 (on Agency Fee). NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$15,518,000.00	\$118,800.00		\$15,636,800.00	
<b>DESCRIPTION:</b> Effective December 3, 2020, this Contract is hereby increased by \$118,800.00 for Michigan State Police (MSP) and their Statement of Work (SOW) is incorporated via Change Notice 4, Attachment 1.				
All other terms, conditions, conditions, specifications, and pricing remain the same. Per vendor and Agency agreement, and DTMB Procurement approval.				

Contract Number: **071B7700018**  
Change Notice Number: **4**

**Program Managers  
for  
Multi-Agency & Statewide Contracts**

	AGENCY	NAME	PHONE	EMAIL
1	MSP	Kendall Wingrove	(517) 284-3147	wingroveK@michigan.gov
2	MSP	Tiffany Vedder	(517) 284-3944	VedderT@michigan.gov
3	MSP	Duane Zook	(517) 643-0816	zookd@michigan.gov

## Change Notice 4, Attachment 1

State of Michigan  
Contract No. 071B7700018  
Marketing and Advertising Services

**The following Program Manager is added to the Contract (Standard Contract Terms, Section 4) for this Program Area:**

F/Lt. Duane Zook  
517-643-0816  
[zookd@michigan.gov](mailto:zookd@michigan.gov)  
Michigan State Police  
Recruiting and Selection Section  
PO Box 30634  
Lansing, MI 48909

1) The following Program Area is added to the Contract under the Background Section of Exhibit A. All other requirements of Exhibit A apply.

**D. Media/Social Media with CBS Detroit**

The budget for this SOW is: \$118,800.00.

**Requirements**

1. For this SOW, the Contractor will utilize media outlet CBS Detroit for media/social media/digital media services as needed for a MSP Recruiting Campaign.
2. Key Personnel assigned to the Project: Insp. Lisa Rish, F/Lt. Duane Zook, Sgt. Dwayne Gill, MSP Public Affairs, CBS Detroit.

Pricing Breakdown\*:

Services	Cost
Account Management Services (Fixed annual Fee)	\$0
Creative & Production Services (\$114/hr)	\$0
Maximum Media Fee (2%)	\$2,329.41
Estimated Media Placement (Pass-through)	\$116,470.59
Total Media Cost	\$118,800.00

\*Rates and Terms on Exhibit C Pricing apply



**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 **3**  
 to  
 Contract Number **071B7700018**

<b>CONTRACTOR</b>	Brogan & Partners Advertising Consultancy, Inc. dba Brogan & Partners Convergence Marketing
	800 N. Old Woodward Avenue
	Birmingham, MI 48009
	Ellyn Davidson
	248-341-8211
	edavidson@brogan.com
	CV0029622

<b>STATE</b>	<b>Program Manager</b>	Kendall Wingrove	MSP
		517-284-3147	
		wingrovek@michigan.gov	
	<b>Contract Administrator</b>	Mary Ostrowski	DTMB
		(517) 249-0438	
		ostrowskim@michigan.gov	

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MICHIGAN STATE POLICE OFFICE OF HIGHWAY SAFETY PLANNING				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1, 2016	September 30, 2019	2 - 1 Year		September 30, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME		
2% 15 (on Agency Fee), NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 - One Year	<input type="checkbox"/>	N/A	September 30, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$10,018,000.00	\$5,500,000.00	\$15,518,000.00		
DESCRIPTION				
Effective October 1, 2019, this Contract is exercising two option years and is increased by \$5,500,000.00 for Michigan State Police (MSP). In addition the following changes are incorporated:				
1) The Program Manager for MSP, Office of Highway Safety Planning (OHSP) is updated to: Kendall Wingrove Phone: 517-284-3147 Email: wingrovek@michigan.gov				
2) Exhibit C, Pricing is replaced with the attached Exhibit C, Pricing which changes the blended hourly rate from \$115.00 hour to \$114.00 an hour.				
All other terms, conditions, specifications and pricing remain the same. Per Vendor and Agency agreement, DTMB Procurement Approval, and State Administrative Board approval on September 12, 2019.				

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MSP	Kendall Wingrove	(517) 284-3147	WingroveK@michigan.gov
MSP	Tiffany Vedder	(517) 284-3213	veddert@michigan.gov

# STATE OF MICHIGAN

Contract No. 071B7700018  
Marketing and Advertising Services –  
Michigan State Police, Office of Highway Safety Planning

## EXHIBIT C PRICING

1. Reserved.
2. Pricing includes 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. Quick Payment terms are 2NET15 (on Agency Fee only). The number of days must not include processing time for payment to be received by the Contractor's financial institution.
4. The State can only commit funds in the fiscal year they are available; commitment of funds for future fiscal years is contingent upon enactment of legislative appropriations.

**A. The Contract pricing is part fixed (Account Management), variable (Creative and Production) and commission percentage (Media Placement) based Pricing as approved in the Project Plan per Exhibit A, Section 4 Project Management/Project Plan and Section 6 Invoice and Payment as follows:**

1. Account Management Services

- A fixed annual price will be used to compensate the Contractor for all Account Management services. The price is expected to compensate the Contractor for all Account Management services related to the project as identified in:
  - Exhibit A Section 1. A Communications/Marketing
  - Exhibit A Section 1.B Market Research
  - Exhibit A Section 1.G Additional Services
  - Exhibit A Section 1.H Implementation
  - Exhibit A Section 4. Project Management/Project Plan
  - All overhead and expenses of the Contractor must be included in the fixed annual price (prorated on monthly invoices).

2. Creative and Production Services

- A variable price based on a blended hourly rate will be used to compensate the Contractor for Creative services. The price is expected to compensate the Contractor for all Creative and Production services related to the project as identified in:
  - Exhibit A Section 1.D Creative
  - Exhibit A Section 1.E Production.
- Blended hourly rate is defined as the Not-To-Exceed hourly amount that will be paid to the Contractor for Creative and Production deliverables based on approved Project Plan.
- All subcontracted work must be passed through at "cost" and include no mark-up of any kind.
- All overhead expenses of the Contractor must be included in the variable price.

3. Media Placement Agency Fee

- A commission percentage will be used to compensate the Contractor for all Media Placement services as identified in:
  - Exhibit A Section 1.C Media
  - Exhibit A Section 1.F Traffic

- The State will not accept fees or commissions from subcontractors and suppliers, these Contractors shall be at a non-commissioned rate, no mark up.
- The Contractor must pass on all reductions in cost, such as volume, media buying discounts, early payment discounts, and/or unplaced media, on each project.

4. Pricing Table

Deliverable	Price
1. Account Management Services – Fixed Annual Price	\$51,500.00
2. Creative and Production Services – Variable Blended Hourly Rate	\$114
3. Media Placement Agency Fee – Commission Percentage	2%

The estimated annual budget is currently \$2,685,000; however, additional appropriations are anticipated in the future therefore the three-year Contract amount will be \$10,000,000. The Contractor is paid per approved project (see Exhibit A, Section 4 Project Management and Section 6 Invoice and Payment), not as a flat percentage of the total annual budget estimate.



**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 **2**

to

Contract Number **071B7700018**

<b>CONTRACTOR</b>	Brogan & Partners Advertising Consultancy, Inc. dba Brogan & Partners Convergence Marketing
	800 N. Old Woodward Avenue
	Birmingham, MI 48009
	Ellyn Davidson
	248-341-8211
	edavidson@brogan.com
	*****6429

<b>STATE</b>	<b>Program Manager</b>	Anne Readett	MSP
		517-284-3120	
		readetta@Michigan.gov	
	<b>Contract Administrator</b>	Mary Ostrowski	DTMB
		(517) 284-7021	
		ostrowskim@michigan.gov	

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MICHIGAN STATE POLICE OFFICE OF HIGHWAY SAFETY PLANNING				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 1, 2016	September 30, 2019	2 - 1 Year	September 30, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
2% 15 (on Agency Fee), NET 45				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card		<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$10,000,000.00	\$18,000.00	\$10,018,000.00		
DESCRIPTION				
Effective June 16, 2017, this Contract is hereby increased by \$18,000.00 for Michigan State Police and their Statement of Work (SOW) is incorporated via Change Notice 2, Attachment 1.				
All other terms, conditions, conditions, specifications, and pricing remain the same. Per vendor and Agency agreement, and DTMB Procurement approval.				

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MSP	Tiffany Vedder	(517) 284-3213	veddert@michigan.gov

## Change Notice 2, Attachment 1

State of Michigan  
Contract No. 071B7700018  
Marketing and Advertising Services – Human Trafficking Video - MSP

**The following Program Manager is added to the Contract (Standard Contract Terms, Section 4) for this Statement of Work (SOW):**

Tiffany Vedder  
(517) 284-3213  
VedderT@michigan.gov  
Grants and Community Services Division  
PO Box 30634  
Lansing, MI 48909

### **SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES**

#### **PROJECT REQUEST**

This Contract Change adds a Statement of Work (SOW) for Michigan State Police (MSP) to create a training video that can be presented to technicians of several home service provider companies to show “red flags” for potential human trafficking situations when entering homes. This will be a collaborative process between MSP and the Contractor.

The budget for this SOW is \$18,000.00.

#### **Requirements**

1. The Contractor must create and produce a 5 to 6 minute training video for MSP to distribute to target audiences for viewing, such as technicians and utility workers of in-home service provider companies to assist them in identifying potential human trafficking situations.
2. The Contractor must focus on making the video as impactful as possible within the shortest amount of time to keep the viewers' attention and help them identify and move into action.
3. The Contractor must develop scripts and storyboards using the draft copy provided by MSP.
4. The Contractor must present the concept to MSP via web conference or in person.
5. If casting is necessary, the Contractor must work with a talent agent to cast the video and provide our recommended selections to MSP for review and approval.
6. The Contractor must develop a timeline for all elements of the video production so the video is delivered well before November 1st. Typical video production is four to six weeks following approval of contract and cost.
7. The Contractor must donate the location for shooting.
8. Prior to the beginning of production, the Contractor must hold a pre-production meeting between the Contractor, Production Company and MSP to answer any final questions.
9. The Contractor must perform video production, and direct and coordinate all aspects.
10. During the post-production process, the Contractor must provide web links to MSP for review of the video and schedule phone calls to discuss.
11. For this SOW, the Contractor will utilize subcontractor Radish Creative Group for video production services as needed:  
Radish Creative Group  
326 East 4<sup>th</sup> Street  
Royal Oak, MI 48067

Total Cost is \$18,000.000 and includes everything required to make the video, including but not limited to music, talent, HD shooting and final mastered spot.

#### **Pricing Breakdown:**

Services	Cost
Production	\$13,000.00
Creative	\$5,000.00
Total	\$18,000.00



# 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 **1**  
to  
Contract Number **071B7700018**

<b>CONTRACTOR</b>	Brogan & Partners Advertising Consultancy, Inc. dba Brogan & Partners Convergence Marketing
	800 N. Old Woodward Avenue
	Birmingham, MI 48009
	Ellyn Davidson
	248-341-8211
	edavidson@brogan.com
*****6429	

<b>STATE</b>	Anne Readett	MSP
	517-284-3120	
	readetta@Michigan.gov	
	Mary Ostrowski	DTMB
	(517) 284-7021	
	ostrowskim@michigan.gov	

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MICHIGAN STATE POLICE OFFICE OF HIGHWAY SAFETY PLANNING				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 1, 2016	September 30, 2019	2 - 1 Year	September 30, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$10,000,000.00	\$0.00	\$10,000,000.00		
DESCRIPTION				
Effective October 26, 2016, the following National Highway Traffic Safety Administration (NHTSA) Certifications and Assurances document is hereby incorporated into the contract as Exhibit D; these Certifications and Assurances were included in the original Request for Proposal as "Exhibit E", but were not included during Contract integration.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval.				

# STATE OF MICHIGAN

Marketing and Advertising Services –  
Michigan State Police, Office of Highway Safety Planning

## EXHIBIT D

### Federal Certifications and Assurances

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

### BUY AMERICA ACT

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

### POLITICAL ACTIVITY (HATCH ACT).

The State will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

### **CERTIFICATION REGARDING FEDERAL LOBBYING**

#### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

### Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9,

subpart 9.4; debarred; suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget  
525 W. Allegan, Lansing MI 48913  
P.O. Box 30026, Lansing, MI 48909

## NOTICE OF CONTRACT

CONTRACT NO. **071B7700018**  
between  
THE STATE OF MICHIGAN  
and

<b>CONTRACTOR</b>	Brogan & Partners Advertising Consultancy, Inc. dba Brogan & Partners Convergence Marketing
	800 N. Old Woodward Avenue
	Birmingham, MI 48009
	Ellyn Davidson
	(248) 341-8211
	edavidson@brogan.com
	6429

<b>STATE</b>	Program Manager	Anne Readett	MSP
		(517) 284-3120	
		readetta@michigan.gov	
	Contract Administrator	Mary Ostrowski	DTMB
		(517) 284-7021	
		ostrowskim@michigan.gov	

CONTRACT SUMMARY			
<b>DESCRIPTION:</b> Marketing and Advertising Services – Michigan State Police (MSP) Office of Highway Safety Planning (OHSP)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2016	September 30, 2019	2, One-Year	September 30, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
2% 15 (on Agency Fee), Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$10,000,000.00

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #007116B0008263. Orders for delivery will be issued directly through the issuance of a Purchase Order Form.

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Agent Signature**

\_\_\_\_\_  
**Authorized Agent** (Print or Type)

\_\_\_\_\_  
**Date**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

**Tom Falik, Services Division Director**

\_\_\_\_\_  
**Name & Title**

**DTMB Procurement**

\_\_\_\_\_  
**Agency**

**9-29-16**

\_\_\_\_\_  
**Date**



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Brogan & Partners Advertising Consultancy, Inc. dba Brogan & Partners Convergence Marketing ("**Contractor**"), a Michigan Corporation. This Contract is effective on October 1, 2016 ("**Effective Date**"), and unless terminated, expires on September 30, 2019.

This Contract may be renewed for up to two additional one year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A. Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Mary Ostrowski 525 W Allegan St., 1 <sup>st</sup> Flr NE Lansing MI 48909 ostrowskim@michigan.gov 517-284-7021	Ellyn Davidson 800 N. Old Woodward Avenue Birmingham, MI 48009 edavidson@brogan.com 248-341-8211



3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "**Contract Administrator**"):

State:	Contractor:
Mary Ostrowski 525 W Allegan St., 1 <sup>st</sup> Flr NE Lansing MI 48909 ostrowskim@michigan.gov Phone: 517-284-7021	Ellyn Davidson 800 N. Old Woodward Avenue Birmingham, MI 48009 edavidson@brogan.com Phone: 248-341-8211

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "**Program Manager**"):

State:	Contractor:
Anne Readett MSP, OHSP 333 S. Grand Ave. P. O. Box 30634 Lansing, MI 48933 readetta@michigan.gov Phone: (517) 333-5317 Fax: (517) 333-5756	Kim Luebke 800 N. Old Woodward Avenue Birmingham, MI 48009 luebkek@brogan.com kluebke@brogan.com Phone: 248-341-8240

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **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 a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$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  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy 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 0.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per 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; and (2)



	include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u>  Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u>  \$500,000 Each Accident  \$500,000 Each Employee by Disease  \$500,000 Aggregate Disease.	
<b>Professional Liability (Errors and Omissions) Insurance</b>	
<u>Minimal Limits:</u>  \$5,000,000 Each Occurrence  \$5,000,000 Annual Aggregate   <u>Deductible Maximum:</u>  \$50,000 Per Loss	Contractor must have their policy cover defamation, invasion of privacy, infringement of copyright, and plagiarism.

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

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.

This Section 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).

7. **Extended Purchasing Program Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with MiDEAL members, and other states (including governmental subdivisions and authorized entities). 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.

8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. 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](http://www.michigan.gov/mideal). Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated



with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **RESERVED**

18. **RESERVED**

19. **RESERVED**

20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices 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.



The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

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.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.
22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities 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 Contract Activities from other sources.

24. **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. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
25. **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 180 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, 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 materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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 if the State deems necessary. Contractor will not, without the State's 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. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, 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.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is



to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

**31. RESERVED**

**32. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information. For the purposes of this Contract, 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: (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). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. 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 a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor’s responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State’s Confidential Information in confidence. At the State’s request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. 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 and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. 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.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 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. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

**33. RESERVED**

**34. RESERVED**

**35. RESERVED**

- 36. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 37. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
- 38. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 39. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.



40. RESERVED

41. RESERVED

42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, 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, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

44. **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 Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

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

49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

50. **Entire Agreement and Order of Precedence.** This Contract, which includes Exhibit A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Exhibit A – Statement of Work; (b) second, Exhibit A – Statement of Work as of the Effective Date; and (c) third, exhibits and schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL



SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.



# STATE OF MICHIGAN

Contract No. 071B7700018  
Marketing and Advertising Services -  
Michigan State Police, Office of Highway Safety Planning

## EXHIBIT A STATEMENT OF WORK CONTRACT ACTIVITIES

### PROJECT REQUEST

This is a Contract for Marketing and Advertising Services, for the Michigan State Police (MSP), Michigan Office of Highway Safety Planning (OHSP), other State Departments and MiDEAL members (authorized local units of government). The Contractor must primarily provide Marketing and Advertising Services to MSP, OHSP.

The effective date of the Contract is October 1, 2016, through September 30, 2019.

### BACKGROUND

The Office of Highway Safety Planning (OHSP) is a civilian division of the Michigan State Police (MSP) and is the State agency charged with implementing behaviorally based programs to reduce traffic-related deaths and injuries. These programs are funded entirely by the National Highway Traffic Safety Administration (NHTSA).

The primary goals of this program include increasing the State's seat belt use rate (93.3 percent in 2014) and reducing impaired driving, both alcohol and drug involved.

### Office of Highway Safety Planning advertising spend five-year history

Fiscal Year	March Drunk driving	Memorial Day Seat belts	Fourth of July Drunk driving	Labor Day Drunk driving	Motorcycles	Other	Total
2012	0	\$1,105,000	0	\$750,000	\$300,000	0	\$2,155,000
2013	0	\$1,000,000	0	\$750,000	\$300,000	\$50,000 winter driving	\$2,100,000
2014	\$500,000	\$750,000	\$500,000	\$1,000,000	\$110,000	\$55,000 winter driving	\$2,915,000
2015	\$750,000	\$1,000,000	\$750,000	\$1,000,000	\$110,000	\$55,000 winter driving; \$500,000 October	\$4,165,000
2016	\$750,000	\$900,000	0	\$750,000	0	\$100,000 Winter driving	\$2,500,000
<b>TOTALS</b>	\$1,750,000	\$4,755,000	\$1,250,000	\$4,500,000	\$820,000	\$760,000	\$13,835,000

Contractor must provide technical assistance and support to OHSP in the development of communications and marketing campaigns and related tools that can be used to promote highway safety messages to specific audiences. These activities will focus largely on efforts to increase seat belt use and reduce impaired driving. This will include:

- Refreshing existing ads, and when appropriate, developing new ad campaigns
- Planning, executing, and evaluating paid advertising



- Identifying new and emerging cost effective ways to reach target audiences
- Creating collateral materials

Contractor will also develop communications materials for other traffic safety areas, support sports marketing efforts, and assist OHSP with other priority issues requiring communications support; and comply with meeting and reporting requirements as specified.

OHSP is also looking for:

- High-impact, modest-budget creative strategies and tactics (and sometimes downright low budget)
- Public service campaign experience (no paid advertising component)
- A Partner and Collaborator
- Quick turn-around when called upon

OHSP has an in-house communications staff to handle earned media/news media relations, coordinate printing, warehousing, and distribution of materials, social media channels including Facebook, Twitter, and YouTube, and some graphic design (mainly reports, newsletters, charts, annual meeting materials, etc.).

Traffic safety communications efforts focus largely on promoting high visibility enforcement of seat belt and impaired driving laws. Research has demonstrated this approach has an immediate and sustainable impact on awareness and influencing positive behavior. The program model consists of:

- earned media (publicity gained through means other than advertising, typically news events and media releases)
- paid media
- high-visibility enforcement

This is achieved through periodic high-visibility multi-agency traffic enforcement campaigns (*Click it or Ticket* and *Drive Sober or Get Pulled Over*). The purpose of enforcement initiatives is not to simply cite drivers who disobey the law, but to prompt drivers and passengers to use seat belts and to drive sober. The enforcement efforts are only fully effective when the vast majority of citizens know that the intensified enforcement will be taking place and believe that they personally will be stopped, ticketed, and fined (or arrested) if they are unbelted (or impaired).

Media campaigns deliver a single message—law enforcement is cracking down/more cops, more stops—in a convincing manner and through a variety of mediums to reach the target audience(s). ***Campaigns and messages must reflect broad law enforcement participation that involves police departments, sheriff offices, and Michigan State Police.***

#### ***National enforcement mobilizations***

OHSP supports NHTSA-sponsored enforcement mobilizations by providing federal traffic safety funds to put additional officers on the road during these periods. Officers from police departments, deputies from sheriff's offices, and troopers from the MSP take part in two-week enforcement efforts that typically coincide with holidays, including Memorial Day and Labor Day holidays.

Program areas may be added or removed as need/funding arise. Current program areas include:

#### **A. May: Safety belt enforcement mobilization/Click It or Ticket (Fiscal Year (FY) 2017 Estimated Budget: \$915,000)**

##### **Target audience:**

Men 18-34, generally mid-scale or lower household incomes with blue collar occupations.

##### **Program summary:**

The cornerstone of OHSP's successful seat belt communications program is the national Click It or Ticket May mobilization. The primary audience for creative and advertising is men ages 18-34, which direct observation surveys show are less likely to wear seat belts. Focus group research indicates the \$65 seat belt ticket is a key message to influence seat belt use.

##### **Current status:**

A seat belt "reminder" campaign was developed in 2015; typical campaigns are used for two or three years. At the beginning of each fiscal year, OHSP allocates funding for paid advertising. The paid advertising budget has been approximately \$750,000-\$1,000,000 for a two-week period in May in the state's major media markets.



When OHSP determines new campaigns are needed, the office will establish funding levels for focus groups or other similar research, and development of assets, including TV, pre-roll, radio, and web.

Additional information at:  
<http://www.trafficsafetymarketing.gov/ciot>

**Message:**

Click It or Ticket, with an emphasis on the \$65 safety belt fine/fee and enforcement zones.

**B. March and August: Drunk driving crackdowns/Drive Sober or Get Pulled Over (FY 2017 Estimated Budget: March Campaign - \$760,000 and August Campaign \$510,000)**

**Target audience:**

Men 21-34, either risk takers or blue collars.

**Program summary:**

The national Driver Sober or Get Pulled Over impaired driving crackdown in August is organized by NHTSA that focuses on combining high-visibility enforcement with heightened public awareness through advertising and publicity. Because Michigan is a non-checkpoint state, the state faces a challenge to make enforcement efforts visible to motorists. In addition to the national August crackdown, Michigan conducts a statewide March enforcement period for drunk driving.

**Current status:**

A new consequences-themed campaign was developed in 2016. The typical advertising budget is approximately \$750,000-\$1,000,000 for a three-week period in August in the State's major media markets. The March advertising budget generally ranges from \$500,000 to \$750,000.

When OHSP determines new campaigns are needed, the office will establish funding levels for focus groups or other similar research, and development of assets, including TV, pre-roll, radio, and web.

Additional information can be obtained at: <http://www.trafficsafetymarketing.gov/LaborDayWeekend>

**Message:**

Drive Sober or Get Pulled Over with an emphasis on being detected and the consequences of a drunk driving arrest.

***Exploring new communication channels***

While a strong presence on TV, cable, and radio will likely remain a significant portion of creative and advertising campaigns, OHSP plans to continue and expand internet advertising.

**C. Other/Various traffic safety issues (FY 2017 Estimated Budget: \$500,000)**

OHSP is also involved in other traffic safety issues including but not limited to enforcement of underage drinking laws, motorcyclist safety, mature drivers, teen drivers, bicycle, winter driving, distracted driving, car seats and booster seats, and pedestrian safety.

Current OHSP videos/ads and public service announcements can be viewed at:  
<https://www.youtube.com/user/OHSP>

**ESTIMATED FISCAL YEAR 2017 FUNDING SUMMARY:**

<b>A. MAY SAFETY BELT</b>	<b>\$915,000</b>
<b>B.1 MARCH DRUNK DRIVING</b>	<b>\$760,000</b>
<b>B.2 AUGUST DRUNK DRIVING</b>	<b>\$510,000</b>
<b>C. OTHER/VARIOUS (MOTORCYCLE, PEDESTRIAN, ETC)</b>	<b>\$500,000</b>
<b>ESTIMATED FY'17 TOTAL</b>	<b>\$2,685,000</b>

**1. REQUIREMENTS**

The Contractor must provide technical assistance and support to OHSP for developing communications and marketing campaigns and related tools that can be used to promote traffic safety messages and programs



as well as develop communications strategies for campaigns for emerging safety issues and newly enacted traffic safety laws.

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

**A. Communications/Marketing:**

- 1) The Contractor must develop a comprehensive annual communications/marketing plan for developing and implementing audience-specific external communications that will largely be focused on the campaigns identified in the Background Section of this Contract.
- 2) The Contractor must identify new and emerging cost-effective ways to reach target audiences.

The Contractor will use their True Results Process as follows:

*Phase 1: True Definity*

The Contractor will begin with the end in mind; specifically, what kind of consumer behavior are we attempting to motivate? Every project, regardless of size or scope, will be rooted in connecting with consumers and motivating positive behaviors.

The Contractor will follow a rigorous process to develop, execute and measure strategic work. This applies equally to creative, media, content, social, etc.

The process will be customized to meet the specific marketing objectives for each initiative and will be led by the Contractor's Account Director. The Contractor will incorporate key members of their strategy, creative, media and social media teams along the way

This process will be grounded in research and will include the following key components.

- Step 1: Hold a kick off meeting to understand the project, including the goals, the audience, what needs to be communicated, the actions we want the audience to take or belief we want them to adopt, additional relevant insights, the call to action and the project budget.
- Step 2: Review past market research.
- Step 3: Perform CEB Iconoculture research (Contractor's third party research and strategic partner), and participate in a strategy call with the leading expert in the area to assist the Contractor is identifying target audience values, attitudes and beliefs as it pertains to the particular issue.
- Step 4: Review past media plans and analytics.
- Step 5: Analyze Nielsen @Plan information for target audience media habits.
- Step 6: Recommending additional research if necessary.

The Contractor will provide the most relevant insights and information from the information collected and reviewed, in a detailed report to the State Program Manager. This will include important information about the target audience and key insights that will help drive the media plan and strategy.

*Phase 2: True Connectivity*

The Contractor will connect what the product with what your audience truly desires.

Product Truth + Consumer Truth = True Connection

The Contractor will distill the research from Phase I of the project to determine the product truth.

The Contractor will immerse themselves in the consumer's life, feelings and desires from the research in Phase I to define the Consumer Truth. (The emotion of what the consumer truly desires and is looking for).

The Contractor will combine the two to create the True Connection, a message that will forge a true connection between what MSP OHSP has to offer and the consumer.

The Contractor will present the Creative Strategy Planner to get final buy-in on the creative direction. The Strategy Planner will answers the following questions:

- 1) Who is the client, brand and product?
- 2) What is the objective?
- 3) What is the point of differentiation among the competitors?
- 4) Who is the audience?
- 5) What is the brand personality?



- 6) What is the product truth?
- 7) What is the consumer truth?
- 8) What is the true connection between the product and the consumer?
- 9) Why should they believe it?
- 10) What should be the outcome?

### *Phase 3: True Delivery*

With State Program Manager approval of the prescribed direction, the Contractor will craft creative concepts, a media strategy and a communications plan that bring the message to life, and will deliver it across the most efficient media channels.

The Contractor will identify the best delivery vehicles to articulate the message, build awareness and get results. The Contractor will determine the most effective and efficient strategy to reach the audience and optimize the marketing dollars, converging all media vehicles and creative executions to create one message with one voice.

This may include: traditional advertising, email marketing, direct marketing, digital, social media, mobile marketing, inbound marketing, customer relationship management, non-traditional guerilla advertising, etc.

As the marketing communications landscape continues to change, the Contractor's team will regularly look for new cost effective ways to reach our target markets. The Contractor will use the following process to stay up-to-date: meeting with media vendors to understand how the landscape particularly in the digital space continues to change and the opportunities those changes bring to MSP OHSP. The Contractor will stay up-to-date on the social media landscape looking for new ways to reach the target audiences.

The Contractor will provide solid ROI and analytics to substantiate the effectiveness of MSP OHSP marketing program. The Contractor will develop dashboards to track results. At the end of each campaign, the Contractor will provide recap reports including impressions, value add for all media, video views, clickthroughs, open rates and any other reportable results.

### **B. Market Research**

- 1) The Contractor must conduct market/audience research, as appropriate, to better assess and understand the target populations that the State is trying to reach. This research may include the use of databases such as Nielsen, PRIZM, focus groups, observational research, telephone surveys and other tools as approved to help determine/refine message and creative strategies.

The Contractor will start with the research available through their subscription based research tools including CEB Icononoculture and Nielsen @Plan. The Contractor will also review previously conducted market research, research conducted for other states and MSP OHSP provided research during Contractor's True Definity process.

If it is determined that additional research is necessary during the True Definity process, the Contractor will typically conduct a phone survey to test key messaging against the target audience. This usually includes 4-5 key messages to gauge an understanding of the most salient and relevant points that will move the needle and help drive the creative.

Once the Contractor develops creative, to the Contractor will focus group test three concepts to get audience input on which would most move them to action.

The Contractor may perform pre and post survey work to understand the effectiveness of our communications program. The pre and post survey work provides an understanding of awareness lift and the impact the message had on the target audience and also provides insight into the effectiveness of the strategy, allowing refinements moving forward.

### **C. Media**

- 1) The Contractor is responsible for developing an annual media plan which includes all individual media campaigns and their appropriate target audiences, messages, message strategies, and communication vehicles that help meet stated objectives. The Contractor must update this plan and provide to the State Program Manager as they require it throughout the fiscal year.



- 2) Once this Media Plan is reviewed and approved by the OHSP and the NHTSA, the Contractor will proceed with developing individual Media Buys based on the Media Plans. The Contractor is required to submit these Media Buys to the OHSP for review and approval. This must include:
  - a. Paid media budget:

The Contractor will take many factors into consideration when determining how to best use the media budget including the audience, market size, time of year, creative considerations, goals and objectives. The Contractor will also look at value add opportunities and allocate the budget based on the ideal reach and frequency and least amount of waste.
  - b. Target audience:

Through MSP OHSP objectives and research, the Contractor will determine the primary target audience defining both demographic and psychographic characteristics that will help the Contractor best market to the audience. The Contractor will also detail media habits of the target audience.
  - c. Flight dates:

The flight dates will be determined based on communication objectives. For messages with less specific timing parameters, the Contractor will look at running when media costs are most affordable. The Contractor will also look at avoiding political windows for TV, radio and cable where spots are most expensive and hard to clear.
  - d. Geography/media markets:

The Contractor will remain cognizant of which markets spill into other markets, how far station signals reach, the make-up of each market, the trends in each market and how to reach non-metered markets.
  - e. Advertising vehicles (TV, cable, radio, etc. and rationale):

The Contractor will discuss advertising units upfront and will be based heavily on the goals and objectives and the available resources, including budget parameters. The Contractor will work with standard ad units (i.e. :30 Spot TV, :60 and :30 radio, banner ads of all sizes both desktop and mobile) on a daily basis, but is able to work in non-traditional ad units, such as billboards with extensions, 2-minute radio features, digital page takeovers, content disco and interstitial units, as needed. The Contractor will also work with non-traditional mediums such as grocery bag advertising, projection advertising, salon advertising, doctor office advertising, pump toppers, bus bench advertising and cinema.
  - f. Media weight (gross rating point/GRP) levels and expenditures for each medium in each market:

The Contractor will consider the make-up of the market and the media options available in each market. Using historical information, SQAD and market conditions, the Contractor will determine the budgets for each market and medium along with the respective reach and frequency goals. Particular emphasis will be placed on the geography and the media options best suited for that geography at a given time.
  - g. Provide in-depth evaluation of all media vehicles (radio, television, print, outdoor, digital, etc.) available to the MSP throughout the State as requested by MSP.

During the True Connection Phase of the process, the Contractor's strategists, creative, account and media teams meet together to review the True Connection. In this meeting, the Contractor will conduct a brainstorming session to determine the best media vehicles to reach the target audience based on the research and key insights determined during the True Definity Phase. From this brainstorm session, the Contractor's media team will work with media vendors to develop the most effective plan to reach the audience. In addition to traditional tactics, this plan often includes social advertising, streaming video and audio, digital, venue and other creative ways to connect. The plan will be based on the budget and the research into the unique audiences.

The plan will include:

- A detailed PowerPoint deck outlining the objectives, target audience, markets, flights, messages and message strategies.
- The overall budget
- A page for every media tactic with research to support the media tactics and a detailed description of how each will work.
- A final page of the plan as a flow chart showing a snapshot of when all the media will run and the flight dates.

Throughout the year, as the plan changes, the Contractor will update and create a new version.

Following media plan approval, the Contractor will begin development of the media buys. The Contractor will meet with media representatives in the state routinely to learn about new opportunities and to stay up-to-



date on existing opportunities. The Contractor will develop solid relationships with their representatives and vendors. The Contractor's account team will begin the buying process by providing a media buy request to the media team. This document will detail the critical components of the buy including:

- File name of approved plan
- Budget detail
- Timeline
- Any "must haves," such as a specific amount of value add required for a grant
- Blackballed programs
- The desired value add - free spots, live reads, etc.
- The media vehicle the Contractor will be buying

Once the Contractor's media team receives the request, they will begin the buying process using the buying tool, SBMS/STRATA. The designated buyer will enter all campaign goals, including cost per point, daypart allocation, budget, etc. The Contractor's team will send avail requests to all applicable media representatives, including all of the pertinent information. The avails will be uploaded or entered, and then the negotiating process will begin. Throughout the negotiation process, the Contractor will work toward gaining value add including free spots, on air interviews, taggables, etc.

Once the Contractor is satisfied that they have negotiated the best buy and value add, the Contractor will prepare the final media buy for MSP OHSP.

- Each buy will start with a summary page that outlines the media vehicle, the market, target audience, and the goals obtained in terms of budget, GRPs or spots, reach and frequency.
- The second item will be a detailed list of the value add negotiated on the buy by medium, by market, and by station or network.
- Following the value add will be detailed spreadsheets produced from SBMS and STRATA. These spreadsheets will list by market every radio, television or cable network purchased and every spot and daypart included for each vehicle. In addition, they will be populated with the Contractor's projected ratings to derive the GRP, reach and frequency goals.

For each media vehicle, the Contractor will provide a separate document including all of the information detailed above.

Once the buys are completed, the Contractor will develop a full recap of the media plan. This includes entering and matching all of the invoices to know exactly what ran. From there, the Contractor will pull a post buy analysis for a detailed picture of the actual Gross Impressions for cable, radio and TV. If a station did not deliver, the Contractor will request make-goods during the next flight. For all digital vehicles, the Contractor will review and optimize throughout the flight.

Once all media runs, the Contractor will deliver a complete detailed media recap including gross impressions, clickthroughs for digital, video view completions for expandable video, YouTube, Hulu and other streaming advertising sites. The Contractor will provide a budget breakdown showing each media vehicle with dollars spent, value add obtained and gross impressions with a bottom-line total for all media vehicles.

- 3) The Contractor is also responsible for advertising placement and must:
  - a. Buy and negotiate radio, television, and cable air time, cinema, internet, publication space, outdoor and transit space, direct mail services, and any other media used for advertising and promotions projects. Negotiate matching spots, value added, bonus, and other creative means to further advertising reach.
  - b. Work to extend the budget through innovative ideas, creative partnerships, and aggressive negotiation skills to leverage funding available for paid advertising.

The Contractor's process will include up to three rounds of negotiation.

- c. Inform MSP of and evaluate as requested any special or unique media placements or opportunities.



When special or unique media placements are available, the Contractor will provide a recommendation to MSP OHSP on whether or not the opportunity is the best way to reach target audience. If MSP OHSP has media vehicles they would like the Contractor to investigate, the Contractor will research the opportunity and provide MSP OHSP with a point of view document. The point of view document will detail the opportunity and why or why not the Contractor will be recommending moving forward.

- d. Support sports marketing efforts by identifying and recommending opportunities outside of traditional paid advertising to reach specific audiences. This can include minor league, college, and professional sports teams.

. When developing a sports marketing plan, the Contractor will reach out to each of the venues, provide them with the goals and objectives and will work with them to develop unique messaging opportunities and plans to reach the target audience.

- e. Negotiate make-good media-weight for any under-delivery to be scheduled during the next applicable paid media flight.

#### **Television, radio and cable**

Following each television, radio and cable campaign, Contractor will conduct a post-buy analysis. Each invoice will be imported from the stations and uploaded to their SBMS system. If the invoices do not match exactly, they will be kicked out of the system and flagged as a discrepancy. The Contractor will not enter invoices as "bottom line only," meaning the total cost is matched against the total buy cost. Once the Contractor clears up any discrepancies, the Contractor will determine how much, if any, make-good weight (based on under-delivery) needs to be negotiated. The Contractor will work to schedule the under-delivery during the next flight.

#### **Print**

Prior to processing print invoices, the Contractor will check tear sheets to make sure the ads ran properly. If the Contractor finds any issues with the ads, the Contractor will work with the publication to make sure the ad is rerun.

#### **Interactive**

The Contractor will pull weekly reports and request screen grabs from their partners to make sure the campaigns deliver the correct amount of impressions and clickthrough rates that meet or exceed industry standards. The Contractor will work with their vendors throughout the flight to add additional impressions and tweak the campaigns to deliver the goals within the current flight. The Contractor will continuously optimize to get the biggest impact for interactive campaigns.

- f. Conduct a post-buy review/analysis on the placement of media and the effectiveness of media buys in terms of cost, reach, frequency, continuity, and message dispersion requirements, etc for each media campaign. No later than two months following the end of each media buy, the Contractor must submit this post analysis report to the State Program Manager. The Contractor should use findings to refine current and future media plans.
  - g. Provide follow-up reporting to OHSP including invoice reconciliation and audience delivery assessments with an objective of receiving plus or minus 10 percent of the Gross Rating Points (GRP) goal in the proposed media buy.
  - h. Provide a final report of the base buy plus the bonus weight no later than 60 days after the media buy and bonus have aired to OHSP. Return on Investment (ROI) for the bonus weight must be included in the report.
- 4) Placement services include not only paid media but also value added media, Michigan Association of Broadcasters (MAB) media, Michigan Cable Telecommunications (MCTA) media, and Michigan Press Association (MPA) media.
  - 5) The Contractor must cooperate and work in tandem with third-party media auditing services to periodically examine and audit advertising released through the various media to verify that quality, timing, position, and distribution are consistent with the approved plans, guidelines, and industry standards. If, for any reason, the auditing service finds these conditions are not met, it is the Contractor's responsibility to rectify the situation.



**D. Creative:**

- 1) The Contractor must create high-impact, modest-budget creative strategies and tactics (and sometimes downright low budget).

Once the Contractor has gathered the research, the Contractor develops a deep understanding of the target audience. The Contractor will move beyond typical demographics to understand their values, what's important to them and what messages resonate with them. From there, the Contractor will develop the key insights and the Creative Strategy Planner. The Creative Strategy Planner is a one page document that will drive all creative development. It will also include a detailed timeline and a complete list of all the media vehicles and specifications required.

The Contractor's creative brief process includes the strategy lead, account team, creative director, writers and art directors.

With each new campaign, the Contractor will begin with a minimum of five to six creative campaign directions, all of which are strategically in line with the approved strategy planner. Next, the Contractor will determine the direction they believe works best to communicate to the audience, will cut through the clutter, have the greatest opportunity for extension, and will maximize results. The Contractor will make sure they have a clear understanding of the budget up front to be able to develop concepts that can be produced within the budget parameters. The Contractor will present a minimum of three concepts to the MSP OHSP, but in many cases, the Contractor brings a fourth or even fifth concept. Typically the Contractor will cast the concepts across two to three channels to give MSP OHSP an idea of how the campaign will play out in various media vehicles.

Following this process, the Contractor will typically focus group test three concepts with members of the target audience. Once a final concept is selected, the Contractor will develop all the materials within the media plan.

- 2) The Contractor must refresh existing ads as requested and develop new ad themes, campaigns, and campaign assets, including 30-second TV ads, radio ads, pre-roll, billboards, etc.)
- 3) The Contractor must design collateral materials (such as banners, posters, radio liners, web banners, etc.)
- 4) The Contractor is responsible for developing or modifying advertising/marketing/creative concepts within established budgets, including but not limited to 30-second TV, 15-second internet pre-roll, and 30- and 60-second radio spots.
- 5) The Contractor is required to prepare a creative brief and present at least three (3) creative concepts, which the MSP, OHSP reviews. One (1) concept is taken to final art or script and storyboard, which is routed for review and comment. Once changes are made and reviewed, the concept will receive final approval from the MSP, OHSP to move forward.
- 6) All communications must be diverse and culturally competent.
- 7) All creative concepts/materials/productions must be copyright free, including non-rights managed visual materials (to be used in print, online, and other forms) and full buy-out (unrestricted use) of talent in all Michigan media (broadcast, cable, and online) for a minimum four-year period. The Contractor must ensure that in negotiations of talent rights, the State will be signatory on all talent/property rights.
- 8) The Contractor is responsible for developing social media/new media strategies and deliverables (including mobile, interactive, Pandora) to complement advertising and earned media campaigns.

**Social Media**

From brand engagement to community management to content creation, the Contractor will evolve with every new social channel and refine strategies every time a new trend takes off.

The Contractor will:

- a) Develop a deep understanding of the target audience and the goals.



- b) Develop a Creative Strategy Planner and bring together members of the account, strategy and creative teams to brainstorm the best ways to engage the target audience. Contractor's brainstorm will include thinking through all potential social channels, content strategies, blogger outreach programs and more.
- c) Determine the best strategies and tactics
- d) Develop a strategy document to guide the social media program. The document will include the channels, the approach, the monitoring process and a response library.
- e) Develop a three month content calendar. The content calendar will show all the posts for each channel over the courses of the month.
- f) Develop content series for each social channel: a group of four to six posts with a similar theme that are spread throughout the three month period of time designed to engage the target audience.
- g) Use big idea concepts to drive engagement and execute through social visualization, gamification, video, animated gifs and cinemagraphs.
- h) Present the content calendar, a description of each series along with the first post in each series.
- i) Build out the remaining posts in each series, once the Contractor obtains State Program Manager approval.

In addition to the content development, the Contractor will look at various paid options to increase engagement and boost likes, fans and followers.

Following the execution of the social media, the Contractor will develop a report to show the performance of each post on the channels to guide the Contractor when developing future messaging. The Contractor will stay ahead of the trends to bring new and different ideas to MSP OHSP to help generate more likes, comments and shares.

#### **Pandora/Spotify/Streaming**

In addition to social media, the Contractor will analyze other media options and will recommend them as part of the strategy to reach target audiences. These include Pandora, Spotify and other streaming sources. In addition to a :30 radio spot, these streaming sources offer companion banners and companion videos. Once the Contractor determines the specs of each, the Contractor's creative team will develop two to three concepts for MSP OHSP review. For companion video, the Contractor will work with a duplication house to get existing television spots in the correct format for each channel.

#### **Interactive Media (Mobile, tablet and desktop)**

The Contractor will work with the vendors that perform the best for MSP OHSP. The Contractor will regularly negotiate additional impressions with these vendors. The Contractor will use many different targeting mechanisms to reach our target audience including:

- **Geotargeting**
- **Behavioral targeting Contextual targeting**

With each targeting mechanism, the Contractor will blacklist sites with inappropriate content and keywords that are not appropriate to make sure the ads appear in an approved environment.

In addition to different ways to target, the Contractor is able to buy ad units including:

- **Standard banner** – Standard size banner ads include Desktop (300x250, 728x90, 160x600) and Mobile/Tablet (300x250, 320x50, 300x50) **Expandable video**
- **Page takeovers**
- **Native advertising**
- **Interstitial –Content marketing**

The Contractor will regularly follow the trends, meet with vendors and look for new opportunities to reach our target audience as the options for social, interactive and new media continue to change.

#### **E. Production:**

The Contractor is responsible for:

- 1) Directing and coordinating all aspects of production for television and radio production, including seeking at least three (3) bids for best pricing. Video and audio production/filming/recording should take place within 60 minutes of Lansing, Michigan, when possible. This includes:
  - a. Scouting locations
  - b. Securing studio and/or voice recording facilities (voice studios must offer high-quality connections for off-site talent)
  - c. Casting screening and talent recommendations



- d. Identifying music
- e. Providing Special effects
- f. Film shooting, recording, editing, and post-production
- g. Delivering rough cuts and finished spots to OHSP for final approval within the timeframe defined by OHSP, but no less than one (1) working day (in most cases rough cuts should be ready five working days after filming/recording)
- h. Producing and duplicating media materials as needed in a variety of formats.

Once the Contractor has obtained State Program Manager approval of the scripts, the Contractor's creative lead will develop a production worksheet. The production worksheet will include the client, product, budget, shoot/record dates, title, versions, media uses, longevity, State Program Manager review date, final review, traffic deadline, media launch, deliverables and additional notes. In addition, the document will include answers to the following questions:

- What is the purpose of the spot?
- Who is it talking to?
- What is it trying to say?
- What is the emotional connection we are trying to make to our audience about this product?
- What are the location(s)?
- What kind of talent do we need? Age, gender, race, etc.
- What is the direction for wardrobe?
- What kinds of props are needed?
- Any special effects or graphic treatments needed?
- Any special direction with regards to lighting, angles, effects or style reference?
- Is there music or sound design?
- What is the most important element to convey in the spot?
- What is the tone or personality of the spot?

Once this sheet is filled out, the Contractor will submit it to production companies along with the script for bidding. The Contractor will obtain a minimum of three bids, and then make a recommendation to MSP OHSP on the best production option.

Once the expense authorization is approved by the State Program Manager, the Contractor will award the job to a production company. The Contractor will work with the production company to scout locations and determine a recommended shoot location. The Contractor will provide photos of the location to the State Program Manager for approval as early on as possible.

The production company will secure the recording studio that also offers high-quality connections for off-site talent.

Based on the production worksheet, the production company will provide options for the talent secured through a local talent agency. The Contractor will provide those options to MSP OHSP along with recommendations for talent selects.

Prior to the shoot date, the Contractor will hold a pre-production meeting to discuss the storyboard and finalize any last minute details for the shoot.

During the shoot, the Contractor will discuss music and any special effects necessary. Within 5 days of the shoot date, the Contractor will provide rough cuts to MSP OHSP for feedback. Once rough cuts are finalized, the production company will mix music, do final color correction and provide a final spot.

The Contractor will work with a duplication house to close caption and get final formats of all spots for both TV buys and digital buys.

- 2) Producing internet/web project deliverables including:
  - a. Repurposed-TV ads
  - b. Banner ads
  - c. In-game ads
  - d. Social media graphics, etc.

Once the overall campaign is developed, the Contractor will build out all of the additional elements to support the campaign.



The Contractor will repurpose all TV ads for video consumption on YouTube, MSP OHSP website and MSP OHSP social channels as needed. With a State Program Manager approved TV spot, the Contractor will determine the appropriate formats for all components including YouTube, streaming and in banner video. The Contractor will work with the duplication house to make sure each vendor receives the file in the appropriate format.

Once the Contractor has a State Program Manager approved campaign, the Contractor will build out several concepts for the digital banner ads all based on the overall campaign that will drive specific calls to action. Following State Program Manager approval of the concepts, the Contractor will purchase stock photos if necessary and build out each of the sizes required for the various digital campaigns. The Contractor will provide gif files to you for State Program Manager final approval. The Contractor will also route each ad internally so that every member of the team reviews the ad before it's sent to the vendor. Once the State Program Manager approves, the Contractor will distribute the gif files to each of the digital vendors or work with platforms such as Google display to upload ads. Throughout the campaign, the Contractor will track performance and optimize ads. Following the campaign, the Contractor will provide reporting on the success of each of the ads.

For **in-game ads**, the Contractor will first determine the specs and the CTA of the ads. Once the Contractor has those components clarified, the Contractor will build out the concepts in one of the sizes. Following State Program Manager approval of the overall concept, the Contractor will build each of the sizes for final State Program Manager approval. Internally, the Contractor will route the ads. Once the State Program Manager has approved the ads and each team member has seen the ads, the Contractor will supply them to the vendors. The Contractor will track and optimize performance on an ongoing basis to make sure the in-game ads are performing.

When developing **social media graphics**, the Contractor will begin with an internal brainstorm with their account, content and strategy teams. Each team member comes with conceptual ideas to extend the messaging into social media. Following the brainstorm, the Contractor will determine the top visual series. The Contractor will provide descriptions along with one post to show how the series will play out in social media. Following State Program Manager approval, the Contractor will build the remaining assets and size based on the appropriate channel. With State Program Manager final approval, the Contractor will provide JPEGs to MSP OHSP for posting.

- 3) Producing other project deliverables including:
  - e. Billboards
  - f. Posters
  - g. Banners
  - h. Flyers
  - i. Email marketing messages, etc.

Once the overall campaign is developed for an initiative, the Contractor will extend the campaign into each of the media vehicles and deliverables detailed in the marketing strategy and media plan.

### **Billboards**

Billboard development will begin with a Creative Strategy Planner where the Contractor will clearly articulate the strategic direction. It will include specifications for each size along with a timeline including dates for internal review, first MSP OHSP presentation, revisions and final production. The Contractor will develop three to four concepts for MSP OHSP review. The Contractor will work to ensure that billboards have seven words or less, easy to read font and a clear compelling visual. Prior to providing concepts to MSP OHSP, the Contractor will share the billboards with the outdoor company to make sure they are readable and use best practices for billboard advertising. Once the billboard company weighs in, the Contractor will present the concepts to MSP OHSP. Following State Program Manager approval, the Contractor will resize all of the various sizes, proofread, print and route throughout for internal sign-off by every member of the Contractor's team involved in the project. Following that step, the Contractor will upload high resolution materials to the billboard company. Once the billboards are posted, the billboard company provides photographs of each of the boards.

### **Posters**

To develop posters, the Contractor will begin with a Creative Strategy Planner. In addition to the strategic direction, the Creative Strategy Planner will detail the distribution plan for the posters for a clear understanding of the environment to aid in the development of the most compelling headlines and visuals to communicate the message. The Contractor will develop three to four concepts and will present these concepts to MSP OHSP for feedback. The Contractor will also determine the size specifications, quantity



and distribution channels. Upon final selection of concepts, the Contractor will provide an expense authorization to the State Program Manager for sign-off. Once final sign-off is received, the Contractor will work with a printing vendor, determined based on three bidding multiple vendors, to print and distribute the poster to the appropriate locations.

### **Banners**

The Contractor will work to ensure that banners have large, simple headlines and a clear visual. The Contractor's Creative Strategy Planner will include the purpose of the banner and the venue where the banner will appear. The Contractor's creative team will develop two to three concepts of the banner for review by MSP OHSP. Once the State Program Manager approves the banner, the Contractor will work with sign vendors to print and deliver the banner to the venue.

### **Flyers**

The Contractor will develop a Creative Strategy Planner detailing all of the specifications including the size requirements, paper stock and how the flyers will be distributed. The Contractor will develop two to three concepts and provide to the State Program Manager for input and approval. Once the flyers are approved, the Contractor will work with various printing vendors to receive three quotes to print the piece. The Contractor will submit an expense authorization to the State Program Manager for final approval. Once the State Program Manager approves the cost, the Contractor will produce the flyers and ship to the appropriate locations.

### **Email Marketing Messages**

The Contractor will determine the source of the email list. The Contractor's creative strategy planner details what kind of list to use to frame the message so that it is relevant to the target audience. The Contractor will have clear specifications on the email program being used to deploy the email. Once the email is developed, the Contractor will send the concept to MSP OHSP for input. Following State Program Manager approval, the Contractor will program the email and send a test message to the Contractor's internal team members to check links and make sure everything looks right. Once everything is perfect, the Contractor will schedule the email to deploy. Following the email, the Contractor will track open rates, clickthroughs and other engagements and provide reporting back to MSP OHSP.

### **F. Traffic:**

- 1) The Contractor is responsible for shipping/uploading all radio and television dubs, in the appropriate media formats, with traffic instructions, to stations in time to meet program deadlines.

The Contractor will work closely with a digital duplication house that can create any type of format needed and ensure the best rates for the various formats. The Contractor will also utilize internal resources to create WMV files, MOV files and MP3 files.

The Contractor will follow several well-defined steps when trafficking materials to television stations and cable systems. This process usually begins three to five days before a media buy is to begin running. If there is a holiday conflict, the Contractor may begin sooner.

The Contractor's process for shipping dubs and distributing traffic instructions is:

**Step 1** will occur after all materials have been approved by the State Program Manager. The Contractor will complete all necessary paperwork for traffic instructions; dub orders and shipping instruction documents.

These documents detail specifics such as:

- MSP OHSP name/program
- Name of spot and its ISCII code
- Media markets where spot will run
- Flight dates
- Station name and call letters
- Spot rotation percentage
- Where and how the spot will be delivered to the station

**Step 2** will be to place the traffic order with the dubbing & distribution company. This will usually be done via email. The dub order will include the following information:

- MSP OHSP name/program
- Name of spot and its tracking number
- Flight dates
- Station name and call letters
- Format requested by station
- Materials delivery due date and distribution method



**Step 3** will involve delivery of dubs to appropriate media outlets or other locations via electronic distribution or overnight mail if electronic delivery is not available.

**Step 4** will be a delivery confirmation note from the distribution company.

For radio, the Contractor will send the spots with the traffic instructions directly to the radio stations to avoid paying a distribution house and saving the State additional dollars that can be used to purchase more media.

**G. Additional Services:**

The Contractor must plan and organize special events as requested by MSP OHSP, such as exhibits at special events like Muskegon Bike Time for motorcycle safety.

The Contractor's first step is a kick-off meeting to learn the details surrounding the event. The kick-off meeting will include MSP OHSP and the person coordinating the event. This meeting will provide an understanding of the types of activities that can be done at the event including the space available, hand-outs and other important elements of the event. Following the kick-off meeting, the Contractor will hold a brainstorm internally with their creative and account teams to determine a plan for the event. This includes interactive engagement, material distribution, banners, etc. The Contractor will use an existing theme or start from the beginning and develop a theme for the event, as needed. On the day of the event, the Contractor will work with MSP OHSP to make sure staff is available to handle the exhibit space and answer questions.

**H. Implementation:**

As a one-time project upon award, the Contractor must review existing campaigns and performance reports in order to provide recommendations to maximize value from the existing media mix.

**I. Reserved.**

**1.1. TRANSITION**

End of Contract Conversion Responsibility: At Contract expiration or termination, the Contractor must work with State personnel and other contractors, if applicable, to convert or transition all Contract Activities, services and data into an acceptable format for uploading into or importing into a State owned database (also see Standard Contract Terms, Sections 25 and 32.e). The Contractor must work with the State and/or previous contractor during implementation of the transition plan to effect an orderly transition to the new contractor if applicable. The Contractor must allow as many personnel as practicable to attend meetings and receive hardcopy and original/master electronic files (excel, PDF, InDesign, etc.) to help maintain the continuity and consistency of the services required by the Contract. The Contractor agrees to receive reasonable detailed specifications for all Contract Activities previously provided to the State to properly provide the Contract Activities required under the Contract.

**1.2. Contract Activities That Will Include IT Related Services**

The Contractor must follow State of Michigan IT Standards for delivery of data per Section 3.6.C and Standard Contract Terms, Section 1.

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 must conform to State IT policies and standards.

All software and hardware items provided by the Contractor must run on and be compatible with the DTMB Standard IT Environment.

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 DTMB, before work may proceed based on the changed environment.

**Enterprise IT Policies, Standards and Procedures (PSP):**

[http://michigan.gov/dtmb/0,4568,7-150-56355\\_56579\\_56755---,00.html](http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html)

**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](http://www.michigan.gov/somlookandfeelstandards).

**SUITE:**

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

**2. ACCEPTANCE**

**2.1. ACCEPTANCE, INSPECTION AND TESTING**

The State will use the following criteria to determine acceptance of the Contract Activities:

Before approving invoices for payment, the State Program Manager will review deliverables and review invoices to verify costs are accurate. Contractor's invoices must include detailed information for the project. The State will pay the Contractor for its costs incurred related to the Deliverables plus mark-up based on the Contract rates. The State will reimburse the Contractor only for services and/or merchandise authorized by the State, approved by the State Program Manager, and provided for in the purchase order. Payment will not exceed the amount approved by authorized estimate without submission and approval of a revised estimate. All invoices must reflect actual work done. Invoice and payment specificity will be agreed upon between the State and the Contractor per Section 6.1.

**3. STAFFING**

**3.1. CONTRACTOR REPRESENTATIVE**

The Contractor must appoint one individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative.

**Name, Phone and email address of Contractor Representative:**

Ellyn Davidson  
Managing Partner  
248-341-8211 [edavidson@brogan.com](mailto:edavidson@brogan.com)

**3.2. WORK HOURS**

The Contractor 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.

**3.3. KEY PERSONNEL**

A. The Contractor must appoint seven Key Personnel positions (Senior Level Strategic Counsel, Account Manager, Creative/Art Director, Media coordinator, Researcher, Copywriter, Billing coordinator), specifically assigned to State of Michigan accounts, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

Below is a list of key personnel positions that must be included, at a minimum, with recommended minimum experience levels.

Key Personnel	Minimum Experience
Senior Level Strategic Counsel / Firm Principal	<ul style="list-style-type: none"> <li>• Seven (7) years of advertising experience.</li> <li>• Two (2) or more years of experience leading/directing major accounts.</li> </ul>
Account Manager	<ul style="list-style-type: none"> <li>• Five (5) years of advertising experience.</li> <li>• One (1) or more years of experience as account manager.</li> </ul>
Creative / Art Director	<ul style="list-style-type: none"> <li>• Five (5) years of experience developing creative advertising and one year's experience as creative/art director</li> </ul>
Media Coordinator	<ul style="list-style-type: none"> <li>• Five (5) years of planning and/or buying media.</li> </ul>



Researcher(s)	<ul style="list-style-type: none"> <li>At least one position: Three (3) years primary and secondary research experience.</li> </ul>
Copywriter(s)	<ul style="list-style-type: none"> <li>At least one position: Three (3) years of advertising copywriting experience.</li> </ul>
Billing Coordinator	<ul style="list-style-type: none"> <li>No minimum experience recommended.</li> </ul>

B. The

Contractor's Key Personnel that will be assigned to this contract follow:

Name	Position	Role(s) / Responsibilities	Direct / Subcontract/ Contract	FT/PT/T	% of Work Time	Physical Location
Ellyn Davidson	Strategic Level Strategic Counsel/Firm Principal	Ellyn will oversee the account working with strategy, media and creative	Direct	FT	8 %	Birmingham, MI
Lori Bahnmueller	Strategy Strategic Level Strategic Counsel/Firm Principal	Lori will work with the account and creative teams looking at research and guiding the strategy of new programs.	Direct	FT	8 %	Birmingham, MI
Kim Luebke	Account Manager	Kim will lead daily operations of the account, helping to develop the strategy and making sure every project is on time and on budget. She will work with the media team to make sure media is moving the needle and getting the desired results.	Direct	FT	15 %	Birmingham, MI
Laurie Hix	Copywriter	Laurie will oversee the creative product, in addition to developing concepts. She will work with her team of art directors and copywriters to develop a minimum of 3 concepts for every program.	Direct	FT	10 %	Birmingham, MI
Vong Lee	Creative/ Art Director	Vong will be the lead art director on print, digital and television creative work.	Direct	FT	15 %	Birmingham, MI
Becky Robertson	Media Coordinator	Becky will work with her team to develop all media plans, determine schedules and buys, negotiate costs and make goods, and make media recommendations. She will also oversee all analysis.	Direct	FT	15 %	Birmingham, MI
Richard Czuba	Researcher	Richard will conduct research, including focus groups, phone surveys and any other	Subcontractor	FT	5 %	Birmingham, MI



		research methodologies needed.				
Tami Marinello	Billing Coordinator	Tami will enter and produce invoices, pulling back-up invoices to match actuals. She will also enter all media vendor and production vendor invoices and make sure they are paid on time.	Direct	FT	5 %	Birmingham, MI

- C. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.
- D. Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms.
- E. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):
- (i) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$25,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.
- (ii) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$25,000.00 credit specified above, Contractor will credit the State \$100 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed \$50,000.00 per individual.
- F. Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

### 3.4. ORGANIZATIONAL CHART



### 3.5. DISCLOSURE OF SUBCONTRACTORS

- A. Situations may arise where the Contractor may not possess the experience and expertise necessary to effectively carry out a project. The State expects that, in those instances, the Contractor will propose, or the Contractor and the State will jointly identify, subcontractors as needed to creatively develop and oversee production of certain special programs or projects.
- B. The Contractor must select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract. Any subcontractor must be agreed to by the State and an amendment to the Contract is required via Contract Change Notice. See Standard Contract Terms Section 10 Subcontracting and Section 54 Entire Contract and Modification.
- C. If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:
  - 1) The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
  - 2) The relationship of the subcontractor to the Contractor.
  - 3) Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
  - 4) A complete description of the Contract Activities that will be performed or provided by the subcontractor.
  - 5) Total price of contract.
- D. Subcontractors:



1) Glengariff Group, Inc.  
3815 W St Joseph Highway, Suite A103, Lansing, MI 48917  
773-988-1320

**Services:**

The Glengariff Group, Inc. will handle all survey and focus groups research services. For survey research, the Glengariff Group will conduct all live operator telephone survey work, including creation of the survey instrument, pulling an accurate randomized sample of the target population, conducting live operator telephone surveys, preparing the survey report that includes methodology, key findings, aggregate survey results, a cross-tabulation report and strategic recommendations as required. Glengariff Group will present these findings to MSP OHSP via a telephone call, go-to meeting or in-person.

For focus groups, the Glengariff Group will oversee recruitment of randomized respondents for inclusion in the groups, create a standardized protocol with State Program Manager approval, work with focus group facilities, moderate all necessary focus groups and provide analysis and key findings from the focus groups.

Martin Waymire  
426 W. Ottawa, Lansing, MI 48933  
517-485-6600

**Services:**

Work with Contractor to provide media relations, public relations strategies, plans, implementation, and other strategic communication needs as determined throughout the contract process.

### 3.6. SECURITY

The Contractor will be subject the following security procedures:

- A. All personnel accessing criminal justice information systems or facilities are required to pass a fingerprint-based background check. Any criminal convictions may result in the Contractor being refused access to the facility.
- B. The Contractor's staff may be required to make deliveries to or enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.
- C. All Contractor personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. See [http://michigan.gov/cybersecurity/0,1607,7-217-34395\\_34476---,00.html](http://michigan.gov/cybersecurity/0,1607,7-217-34395_34476---,00.html).
- D. Contractor staff must comply with all Physical Security procedures in place within the facilities where they are working.

The Contractor will work with Credential Check, a Michigan based company, to provide background checks on Contractor staff to assure team members working on the account do not have a criminal history. In addition, the Contractor always conducts a series of reference checks on all potential hires speaking directly to two to three prior employers.

## 4. PROJECT MANAGEMENT/PROJECT PLAN

### 4.1 PROJECT MANAGEMENT

- A. The Contractor is required to have available a private File Transfer Protocol (FTP) site or equivalent (not free web-based file-sharing options) for upload and download of files larger than 15MB in a variety of formats, including Beta, Digital Beta, wmv files, mov files, mp3 files, etc. This site must be supported on the most current and widely used platforms/browsers/operating systems as agreed upon by MSP, OHSP. Supported platforms, browsers and operating systems will be evaluated and agreed upon as required by changes in the State's IT environment. This site must meet or exceed market standard for speed of upload and download of files.

The Contractor will use dedicated FTP folders that can only be accessed with user credentials that the Contractor creates and manages. Connections to the FTP folder can be established through software such as Filezilla (PC), Fetch (Mac), or similar. Connectivity through a browser is limited depending on browser capabilities. For example, Firefox and Chrome can only browse the FTP folder. Internet Explorer can browse, but also integrates with Windows Explorer to enable full file transfer functionality.



The Contractor's FTP server features 100 percent network uptime guarantee, Linux, 16GB RAM, 250GB SSD (raid protected), 1TB backup drive, 5TB outbound bandwidth.

The Contractor must provide support as it relates to establishing connectivity and uploading/download file formats.

As any changes come through the contract terms, the Contractor must work with their IT team and MSP OHSP's team to ensure compliance with any changes.

- B. The Contractor must meet with the State Program Manager, upon request of the Program Manager, to initiate services, requests, review materials, review progress, discuss problems, obtain advice and counsel, etc. for every project.
- C. The Contractor must provide account management that is proactive and flexible to meet changing business conditions.
- D. The Contractor must take all reasonable precautions to guard against any loss to MSP OHSP through the failure of suppliers to execute commitments properly.
- E. The Contractor shall not begin any work on any project before the State Program Manager has given formal approval and a work/expense authorization/purchase order has been issued and signed.
- F. Upon failure to meet a predetermined deadline, the Contractor must provide an explanation for such failure as soon as it is known and submit an updated project schedule to the State Program Manager.

#### **4.2. PROJECT PLAN**

- A. The Contractor must develop a critical path development schedule providing sufficient State approval time frames from initial presentation of creative through the production and delivery of product.
- B. Prior to beginning work on a specific task or deliverable as agreed upon by the State Program Manager, the Contractor must provide the State Program Manager with an updated Project Plan that is inclusive of the following:
  - 1. Project creative brief
  - 2. Proposed research, as appropriate
  - 3. Proposed message strategies, including social media when appropriate
  - 4. Timelines (including staff assigned, hours of effort and hourly rate)
  - 5. Total anticipated costs
  - 6. Any associated assumptions
- C. The State Program Manager must approve the Project Plan before work may begin.
- D. The Contractor must carry out this Contract under the direction and control of the State Program Manager. Within 10 calendar days of the Kick-Off Meeting (see Section 4.3.A), the Contractor must submit a final Project Plan to the State Program Manager for final approval. This Project Plan will be updated throughout the Contract period for new projects/campaigns, media plan and marketing plan changes. The plan must include:
  - 1. The Contractor's organizational chart with names and title of personnel assigned to the Contract, which must align with the staffing stated in accepted proposals.
  - 2. A chart/table showing the breakdown of requirements in Sections 1. Requirements and 4. Project Management/Project Plan including tasks, sub-tasks, proposed timeline and the resources/staff assigned, within the estimated budgets throughout the term of the contract.
- E. As this Contract is not limited to the programs identified, the Contractor will need to be able to balance existing programs with new projects/campaigns, media plans, and marketing plan changes.

The Contractor must manage additional campaigns by adding resources from their team of account directors, writers and art directors. The Contractor is capable of managing between 15 and 25 program



areas, and will be well equipped to add new/additional campaigns at a moment's notice, while insuring that the same level of account service and creative is provided to each new program.

			October					November				December			January				
Task #	Task	Staff (By Last Name)	3	10	17	24	31	7	14	21	28	5	12	19	2	9	16	23	30
1	<b>Develop a marketing strategy for Drunk Driving</b>																		
1.1	Kick-off phone call with Contractor, MSP OHSP Communications staff and the program area	Davidson, Luebke, Hix																	
1.2	Reviewing any past market research	Davidson, Bahnmueller, Luebke																	
1.3	CEB Iconoculture research and participating in a strategy call	Davidson, Bahnmueller, Luebke																	
1.4	Reviewing NHTSA and other third party research	Davidson, Bahnmueller, Luebke																	
1.5	Review of existing creative and programs from NHTSA and other states, cities, etc.	Davidson, Bahnmueller, Luebke																	
1.6	Reviewing past media plan and analytics	Davidson, Luebke, Robertson																	
1.7	Analyzing Nielsen @plan information for target audience media habits	Davidson, Luebke, Robertson																	
1.8	Recommending additional research if necessary.	Davidson, Luebke																	
2	<b>Identify and develop creative concepts for Drunk Driving</b>																		
2.1	Develop creative strategy planner	Luebke, Hix																	
2.2	Approval of creative strategy planner	MSP OHSP																	
2.3	Contractor internal kick-off	Davidson, Luebke, Bahnmueller, Hix, Lee																	

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	<b>make-goods are necessary.</b>															
8.1	Analyze media results	Robertson														
8.2	Write media recap	Robertson														
8.3	Present media recap to client team	Davidson, Luebke, Robertson														
			March				April				May				June	
			6	13	20	27	6	13	20	27	3	10	17	24	1	
8.4	Negotiate make-goods with media vendors	Robertson														
8.5	Update media recap	Robertson														

## Seat Belts

			December			January					February				March				April
Task #	Task	Staff (By Last Name)	5	12	19	2	9	16	23	30	6	13	20	27	6	13	20	27	3
1.1	Kick-off phone call with Brogan, OHSP Communications staff and the program area	Davidson, Luebke, Hix																	
1.2	Reviewing any past market research	Davidson, Bahnmueller, Luebke																	
1.3	CEB Iconoculture research and participating in a strategy call	Davidson, Bahnmueller, Luebke																	
1.4	Reviewing NHTSA and other third party research	Davidson, Bahnmueller, Luebke																	
1.5	Review of existing creative and programs from NHTSA and other states, cities, etc.	Davidson, Bahnmueller, Luebke																	



1.6	Reviewing past media plan and analytics	Davidson, Luebke, Robertson																		
1.7	Analyzing Nielsen @plan information for target audience media habits	Davidson, Luebke, Robertson																		
1.8	Recommending additional research if necessary.	Davidson, Luebke																		
2	<b>Identify and develop creative concepts for Seat Belts</b>																			
2.1	Develop creative strategy planner	Luebke, Hix																		
			December			January					February				March				April	
Task #	Task	Staff (By Last Name)	5	12	19	2	9	16	23	30	6	13	20	27	6	13	20	27	3	
2.2	Approval of creative strategy planner	MSP OHSP																		
2.3	Contractor internal kick-off	Davidson, Luebke, Bahnmueller, Hix, Lee																		
2.4	Contractor concepting and creative development	Hix, Lee																		
2.5	Presentation of three concepts	Davidson, Luebke, Hix																		
2.6	MSP OHSP feedback and revisions	Davidson, Luebke, Hix, Lee																		
2.7	Final campaign selection	MSP OHSP																		
3	<b>Conduct marketing research such as focus group testing or a survey panel</b>																			
3.1	Identify target audiences	Davidson, Luebke, Bahnmueller, Robertson																		
3.2	Recruit necessary members of the community in specific target communities	Luebke, Czuba																		
3.3	Conduct focus groups or deploy survey	Luebke, Czuba																		

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- F. The Contractor must have a documented process for addressing issues and changes as they develop throughout the Contract and state the individuals who are responsible for receiving/reacting to any issues/changes.

MSP OHSP must address any issues and changes with the Contractor's Account Director or Managing Partner. The Contractor's Account Director and Managing Partner must make sure the issues are handled efficiently and smoothly, and that MSP OHSP is provided what they need to finalize the campaign.

### 4.3. MEETINGS

The Contractor must attend the following meetings:

- A. In-person Kick-Off Meeting Meeting within 14 calendar days of the Effective Contract Date, at least once annually to review the Contract and deliverables, and once within the 30 days before Contract expiration. In the event of Contract expiration, additional meetings may be necessary for the Contractor to attend during the transition period.
- B. Although there will be continuous liaison with the Contractor team, the Contractor must confer weekly through a conference call at a minimum, with the State Program Manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise. The Contractor should also plan for monthly in-person update/presentation meetings.
- C. The Contractor must confer with MSP OHSP upon request within 2 business days of contact to initiate services, requests, review materials, review progress, discuss problems, obtain advice and counsel, etc.
- D. The State may request other meetings, as it deems appropriate. The Contractor must meet in-person/on-site when deemed necessary by the State Program Manager. The Contractor must conduct meetings with subcontractors independently as directed by the State Program Manager.
- E. The Contractor must have available toll-free conference call capabilities.

#### 4.4. REPORTING

- A. The Contractor must assemble reports, highlight key findings, and make clear recommendations to MSP OHSP in correlation with all projects/campaigns in an agreed upon timeframe between MSP and the Contractor.
- B. The Contractor must submit, to the State Program Manager, the following written reports:
  - 1) A report on the efficiency and effectiveness of all marketing, promotion, and campaigns/projects against the goals and objectives established for the campaign/project.
  - 2) A brief written weekly summary of progress which outline the work accomplished during the reporting period and budget information by purchase order/project.
  - 3) Periodic status report/presentations as requested by the State Program Manager.
  - 4) No later than three (2) weeks prior to a media buy, provide copies of the negotiated buy.



- 5) No later than two (2) months following the end of each media buy, a prepared final summary showing the amounts ordered and actually paid per station, publication or outdoor company. These summaries must be compiled by target group, by medium, by market, and showing a grand total. No-charge bonus or bonuses, or PSA schedules, must also be summarized quarterly in the same way.
- 6) No later than two (2) months following the end of each media buy, post analysis reports which compare any such schedule estimates against actual spot rotation deliveries.
- 7) No later than two (2) months following the end of each media buy, evaluation reports with supporting data, describing how the media buy accomplished the intended goals of the buy.
- 8) Quarterly reports on social media activity and engagement.
- 9) Any other related reports as requested by the State Program Manager.

In addition to the written reports detailed above, the Contractor will provide the following reports:

- Weekly reports each Monday detailing all projects, assignments and deliverables for the week.
- Contact reports after every meeting detailing the outcomes and next steps of the meeting.
- Detailed Creative Strategy Planner for every creative job.

## **5. ORDERING**

### **5.1. AUTHORIZING DOCUMENT**

The appropriate authorizing documents for the Contract will be a signed Blanket Purchase Order as well as an Agency Issued Purchase Order and Project Plan.

## **6. INVOICE AND PAYMENT**

### **6.1. INVOICE REQUIREMENTS**

- A. The Contractor must provide detailed invoices for services rendered which clearly outline the scope of billing. The Contractor must provide complete backup with Contractor invoices including signed estimates and all original copies of third-party invoices. The Contractor must also provide reconciliation of all projects approved for pre-billing within one day at their completion.
- B. All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) itemized description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. (h) name(s) of person(s) who worked on project; (i) number of hours worked by each person. Overtime, holiday pay, and travel expenses will not be paid.
- C. Invoices will be approved based upon completion of deliverables within a pre-approved Project Plan. Payments will be made upon approval of the State Program Manager. All invoices must reflect actual work done.
- D. The State shall reimburse the Contractor only for services and/or materials authorized by the State Program Manager and purchase order. Payment shall not exceed the amount approved by authorized estimate without submission and approval of a revised estimate.
- E. The Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See [www.michigan.gov/dtmb](http://www.michigan.gov/dtmb) for current rates.
- F. The Contractor will not be reimbursed for personnel labor or other costs incurred in connection with client account services, meetings, commissionable advertising, or costs associated with membership in or attendance at industry conferences, seminars, etc. The Contractor will not be reimbursed for any overtime costs incurred by the Contractor or by any Subcontractor or supplier, unless such costs have been specifically identified in an approved work estimate.
- G. Expenses for packaging, handling, shipping, postage and freight, travel, meals, lodging and per diem paid to or on behalf of outside talent, and services acquired through the Contractor's internal facilities or parent or subsidiary organizations shall be billed at cost. Additionally, the following items must also be billed at cost: talent renewals, licensing fees, television and radio dubs, and satellite and communications uplinks.



- H. The Contractor must pass on all reductions in cost, such as volume and early payment discounts, to the State, in the fiscal year in which the originating expenses occurred.
- I. The Contractor must make timely payments to all subcontractors without waiting for State payment of corresponding invoices. The Contractor must maintain a line of credit for this purpose.
- J. The Contractor must allow 45 days from the date of receipt of accurate and complete invoices and backup for receipt of payment.

**6.2. PAYMENT METHODS**

The State will make payment for Contract Activities via Electronic Funds Transfer (EFT). Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>.



# STATE OF MICHIGAN

Contract No.

Marketing and Advertising Services – Michigan State Police, Office of Highway Safety Planning

## **EXHIBIT B GENERAL PROPOSAL REQUIREMENTS – Reserved**



# STATE OF MICHIGAN

Contract No.  
Marketing and Advertising Services –  
Michigan State Police, Office of Highway Safety Planning

## EXHIBIT C PRICING

1. The Contractor must provide the Account Management, Creative and Media Placement Agency Fee Percentage Pricing for the proposed Contract Activities.
2. Pricing includes 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. Quick Payment terms are 2NET15 (on Agency Fee only). The number of days must not include processing time for payment to be received by the Contractor's financial institution.
4. The State can only commit funds in the fiscal year they are available; commitment of funds for future fiscal years is contingent upon enactment of legislative appropriations.

**A. The Contract pricing is part fixed (Account Management), variable (Creative and Production) and commission percentage (Media Placement) based Pricing as approved in the Project Plan per Exhibit A, Section 4 Project Management/Project Plan and Section 6 Invoice and Payment as follows:**

1. Account Management Services

- A fixed annual price will be used to compensate the Contractor for all Account Management services. The price is expected to compensate the Contractor for all Account Management services related to the project as identified in:
  - Exhibit A Section 1. A Communications/Marketing
  - Exhibit A Section 1.B Market Research
  - Exhibit A Section 1.G Additional Services
  - Exhibit A Section 1.H Implementation
  - Exhibit A Section 4. Project Management/Project Plan
  - All overhead and expenses of the Contractor must be included in the fixed annual price (prorated on monthly invoices).

2. Creative and Production Services

- A variable price based on a blended hourly rate will be used to compensate the Contractor for Creative services. The price is expected to compensate the Contractor for all Creative and Production services related to the project as identified in:
  - Exhibit A Section 1.D Creative
  - Exhibit A Section 1.E Production.
- Blended hourly rate is defined as the Not-To-Exceed hourly amount that will be paid to the Contractor for Creative and Production deliverables based on approved Project Plan.
- All subcontracted work must be passed through at "cost" and include no mark-up of any kind.
- All overhead expenses of the Contractor must be included in the variable price.



3. Media Placement Agency Fee

- A commission percentage will be used to compensate the Contractor for all Media Placement services as identified in:
  - Exhibit A Section 1.C Media
  - Exhibit A Section 1.F Traffic
- The State will not accept fees or commissions from subcontractors and suppliers, these Contractors shall be at a non-commissioned rate, no mark up.
- The Contractor must pass on all reductions in cost, such as volume, media buying discounts, early payment discounts, and/or unplaced media, on each project.

4. Pricing Table

Deliverable	Estimated Annual Media Placement	Estimated Annual Hours Creative Services	Price		Years	Total (1)
1. Account Management Services – Fixed Annual Price			\$51,500.00	X	3	\$154,500.00
2. Creative and Production Services – Variable Blended Hourly Rate		750	\$115	X	3	\$258,750.00
3. Media Placement Agency Fee – Commission Percentage	\$2,000,000		2%	X	3	\$120,000.00
Grand Total Contractor Fees						\$533,250.00
3-Year Contract Amount						\$10,000,000

- (1) The estimated annual budget is currently \$2,685,000; however, additional appropriations are anticipated in the future therefore the three-year Contract amount will be \$10,000,000. The Contractor is paid per approved project (see Exhibit A, Section 4 Project Management and Section 6 Invoice and Payment), not as a flat percentage of the total annual budget estimate.