



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget  
320 S. Walnut Street 2nd Floor Lansing, MI 48933  
P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **24**  
to  
Contract Number **MA071B7700199C**

<b>CONTRACTOR</b>	Granicus, LLC
	408 St. Peter Street Suite 600
	St. Paul MN 55102
	Jessica Yang
	720-892-0352
	jessica.yang@granicus.com
	CV0050480

<b>STATE</b>	<b>Program Manager</b>	Dana Justice	DTMB
		517-230-4704	
		JusticeD1@michigan.gov	
	<b>Contract Administrator</b>	Jarrod Barron	DTMB
517-249-0406			
BarronJ1@michigan.gov			

CONTRACT SUMMARY				
Digital Communications - Mass Text Message Solutions				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 30, 2017	September 30, 2022	5 - 12 Months	September 30, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <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"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,966,346.09	\$0.00	\$5,966,346.09		
DESCRIPTION				
Effective 3/26/2025, the parties add the services in the attached Michigan Gaming Control Board and Department of Licensing and Regulatory Affairs statements of work, utilizing existing contract funds. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				
Internal State Note: Remaining Ad Board funds after this CN: \$249,999.99				

## Procurement Vehicle: MiDeal In Support of: Michigan Gaming Control Board

### ORDER DETAILS

**Prepared By:** Sammy Mathews  
**Phone:**  
**Email:** sammy.mathews@granicus.com  
**Order #:** Q-396371  
**Prepared On:** 13 Feb 2025  
**Expires On:** 30 Apr 2025

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 45

**Period of Performance:** The term of the Agreement will commence on the date this document is signed and will continue through 30 Sep 2025

**The subscription includes the following domain(s) and subdomain(s):**  
michigan.gov/mgcb

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Advanced Package - Setup and Configuration	Up Front	1 Each	\$1,457.50
Advanced Package - Online Training	Up Front	1 Each	\$530.00
SMS - Setup and Configuration	Up Front	1 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$1,987.50</b>

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Communications Cloud Advanced Package	Annual	1 Each	\$4,190.32
Additional SMS - 100000	Annual	1 Each	\$3,000.00
<b>SUBTOTAL:</b>			<b>\$7,190.32</b>

Communications Cloud Tier:
for up to 25000 subscribers

## PRODUCT DESCRIPTIONS

Solution	Description
Communications Cloud Advanced Package	<p>The Advanced Cloud Module gives government communicators better insight into the needs of citizens and improves their ability to enhance online transactions, promote behavior change through public awareness, and improve citizen engagement. The Advanced Cloud Module adds streamlined marketing capabilities that incorporate greater degrees of audience segmentation, personalization, message testing, and mobile engagement. The Advanced Cloud Module includes:</p> <ul style="list-style-type: none"> <li>• Dynamic segmentation around bulletins, engagement, and question (e.g. zip code)</li> <li>• Canned campaigns for re-engagement and new subscriber onboarding</li> <li>• Testing: Simple (A/B, 10/10/80)</li> </ul> <p><i>A subscription for the Advanced Cloud Module is dependent on an active license for the govDelivery Communications Cloud.</i></p>
Additional SMS - 100000	<p>Additional SMS/Text Messaging includes:</p> <ul style="list-style-type: none"> <li>• Access to the selected volume of additional SMS/text messages per year from a unique standard toll-free number within the United States*</li> <li>• Use of responsively designed sign-up pages that allow the public to subscribe to communication updates from various devices</li> </ul> <p><i>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.</i></p>
Advanced Package - Setup and Configuration	<p>Implementation includes:</p> <ul style="list-style-type: none"> <li>• Access to an implementation consultant for up to 90 days</li> <li>• Access to online training documentation around advanced account functions and capabilities</li> <li>• Up to 2 Web-hosted training sessions within 180 days of kickoff</li> <li>• Up to 5 hours of message template and integration development within 90 days of kickoff</li> </ul> <p><i>The implementation process takes four to six weeks, on average, depending on the availability of stakeholders and/or current govDelivery Communications Cloud experience.</i></p>

Solution	Description
Advanced Package - Online Training	Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered by product experts via videoconferencing technology.
SMS - Setup and Configuration	Covers the consultative PM/Implementation time required to get a client fully up and running on a new instance of a Product.

## GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

## UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

**Procurement Vehicle: MiDeal**  
**In Support of: Michigan Department of Licensing and Regulatory**  
**Affairs**

**ORDER DETAILS**

**Prepared By:** Sammy Mathews  
**Phone:**  
**Email:** sammy.mathews@granicus.com  
**Order #:** Q-388673  
**Prepared On:** 13 Feb 2025  
**Expires On:** 12 Mar 2025

**ORDER TERMS**

**Currency:** USD  
**Payment Terms:** Net 45

**Period of Performance:** The term of the Agreement will commence on the date this document is signed and will continue through 30 Sep 2025.

**The subscription includes the following domain(s) and subdomain(s):**  
michigan.gov/lara

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Targeted Messaging - Setup and Configuration	Up Front	1 Each	\$6,470.00
Targeted Messaging - Online Training	Up Front	1 Each	\$530.00
SMS - Setup and Configuration	Up Front	1 Each	\$0.00
SMS - Setup and Configuration	Up Front	1 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$7,000.00</b>

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Targeted Messaging	Annual	1 Each	\$0.00
Additional TMS SMS - 100000	Annual	1 Each	\$4,056.18
Additional SMS - 100000	Annual	1 Each	\$3,000.00
<b>SUBTOTAL:</b>			<b>\$7,056.18</b>

## PRODUCT DESCRIPTIONS

Solution	Description
Targeted Messaging	<p>Targeted Messaging is a unique, automated solution that makes critical, large-scale email and SMS/text message communication between government organizations and the public more personal, effective, and reliable. Targeted Messaging helps deliver and track emails and SMS messages for Web applications via secure APIs. This allows the client's Web application to focus on core business logic and operational needs, such as enrollment, licensing, or renewals. Targeted Messaging includes:</p> <ul style="list-style-type: none"> <li>• Access to the selected volume of Targeted Messages per year</li> <li>• Text or HTML formatting capabilities</li> <li>• Robust, secure, and scalable infrastructure</li> <li>• Certified delivery of email and SMS/text message confirmations and reminders</li> <li>• Real-time resolution services (blocked emails)</li> </ul> <p><i>Targeted Messages not used in the period of performance will not carry over to the following year.</i></p>
Targeted Messaging - Setup and Configuration	<p>Implementation includes:</p> <ul style="list-style-type: none"> <li>• Access to an implementation consultant for up to 90 days to provide assistance, guidance, sample code, and best practices</li> <li>• Access to a stage environment for testing integration</li> <li>• Access to online resources and reference documentation</li> </ul> <p><i>Granicus recommends that the client's developer team plan for a minimum of 50-70 developer hours and more for complex workflows.</i></p>
Targeted Messaging - Online Training	<p>Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered by product experts via videoconferencing technology.</p>

Solution	Description
Additional TMS SMS - 100000	<p>Additional SMS/Text Messaging includes:</p> <ul style="list-style-type: none"> <li>• Access to the selected volume of additional SMS/text messages per year from a unique standard toll-free number within the United States*</li> <li>• Use of responsively designed sign-up pages that allow the public to subscribe to communication updates from various devices</li> </ul> <p><i>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.</i></p>
SMS - Setup and Configuration	Covers the consultative PM/Implementation time required to get a client fully up and running on a new instance of a Product.
Additional SMS - 100000	<p>Additional SMS/Text Messaging includes:</p> <ul style="list-style-type: none"> <li>• Access to the selected volume of additional SMS/text messages per year from a unique standard toll-free number within the United States*</li> <li>• Use of responsively designed sign-up pages that allow the public to subscribe to communication updates from various devices</li> </ul> <p><i>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.</i></p>
SMS - Setup and Configuration	Covers the consultative PM/Implementation time required to get a client fully up and running on a new instance of a Product.

## GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the

functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

## **UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):**

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget  
320 S. Walnut Street 2nd Floor Lansing, MI 48933  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **23**  
to  
Contract Number **MA071B7700199C**

<b>CONTRACTOR</b>	Granicus, LLC
	408 St. Peter Street Suite 600
	St. Paul MN 55102
	Greg Eck
	800-314-0147
	greg.eck@granicus.com
	CV0050480

<b>STATE</b>	<b>Program Manager</b>	Dana Justice	DTMB
		517-230-4704	
		JusticeD1@michigan.gov	
	<b>Contract Administrator</b>	Jarrod Barron	DTMB
517-249-0406			
BarronJ1@michigan.gov			

CONTRACT SUMMARY				
Digital Communications - Mass Text Message Solutions				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 30, 2017	September 30, 2022	5 - 12 Months	September 30, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <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"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,966,346.09	\$0.00	\$5,966,346.09		
DESCRIPTION				
Effective 10/1/2024, the parties add the services in the attached Michigan School Meals statement of work, utilizing existing contract funds. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				
Internal State Note: Remaining Ad Board funds after this CN: \$249,999.99.				

## Granicus Proposal for Michigan School Meals

### ORDER DETAILS

**Prepared By:** Tony Bullock  
**Phone:**  
**Email:** antonio.bullock@granicus.com  
**Order #:** Q-357605  
**Prepared On:** 22 Jul 2024  
**Expires On:** 01 Oct 2024

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 45

**Current Subscription** 01 Oct 2024  
**End Date:** 01 Oct 2024 - 30 Sep 2025

**Period of Performance:**

**The subscription includes the following domain(s) and subdomain(s):**

[www.michigan.gov/schoolnutrition](http://www.michigan.gov/schoolnutrition)  
[www.michigan.gov/sfsp](http://www.michigan.gov/sfsp)

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
GXG Government Experience Services - 1	Up Front	1 Each	\$54,842.00
GXG Government Experience Services - 2	Up Front	1 Each	\$15,761.33
<b>SUBTOTAL:</b>			<b>\$70,603.33</b>

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Communications Cloud	Annual	1 Each	\$15,381.25
Communications Cloud Advanced Package	Annual	1 Each	\$3,844.51
Custom Short Code	Annual	1 Each	\$19,260.00
<b>SUBTOTAL:</b>			<b>\$38,485.76</b>

## PRODUCT DESCRIPTIONS

Solution	Description
Communications Cloud	<p>The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud includes:</p> <ul style="list-style-type: none"> <li>• Up to 249,999 Potential Users</li> <li>• Unlimited email sends with industry-leading delivery and management of all bounces</li> <li>• Support to upload and migrate existing email lists</li> <li>• Access to participate in the GovDelivery Network</li> <li>• Ability to send mass notifications to multiple devices</li> <li>• 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support</li> <li>• Text-to-subscribe functionality</li> <li>• Up to 2 Web-hosted training sessions annually</li> <li>• Up to 50 administrators</li> <li>• Up to 1 GovDelivery account(s)</li> <li>• Access to a complete archive of all data created by the client for 18 months (rolling)</li> <li>• Up to 3 hours of message template and integration development</li> <li>• Up to 100 subscription topics</li> <li>• Up to 100,000 SMS/text messages per year from a shared short code within the United States*</li> </ul> <p>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year.</p> <p>Client will budget for Communications Cloud in support of School Meals and Summer EBT in the amounts of \$11,997.38 and \$3,383.88, respectively.</p>

Solution	Description
Communications Cloud Advanced Package	<p>The Advanced Cloud Module gives government communicators better insight into the needs of citizens and improves their ability to enhance online transactions, promote behavior change through public awareness, and improve citizen engagement. The Advanced Cloud Module adds streamlined marketing capabilities that incorporate greater degrees of audience segmentation, personalization, message testing, and mobile engagement. The Advanced Cloud Module includes:</p> <ul style="list-style-type: none"> <li>• Dynamic segmentation around bulletins, engagement, and question (e.g. zip code)</li> <li>• Canned campaigns for re-engagement and new subscriber onboarding</li> <li>• Testing: Simple (A/B, 10/10/80)</li> </ul> <p><i>A subscription for the Advanced Cloud Module is dependent on an active license for the govDelivery Communications Cloud.</i></p>
Custom Short Code	<ul style="list-style-type: none"> <li>• Lease of a unique custom short code for SMS sending. This allows the use of dedicated a short code other than the standard shared 468311 short code.</li> <li>• Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.</li> <li>• Client assistance may be required in the event any carrier audit is opened due to sending activity.</li> </ul>

Solution	Description
GXG Government Experience Services - 1	Ongoing consultative services from the GXG team of strategists, communicators, and analysts, providing custom consulting in support of Michigan School Meals. Sold as Firm Fixed Price (not Time & Materials). Custom proposal attached to quote.
GXG Government Experience Services - 2	Ongoing consultative services from the GXG team of strategists, communicators, and analysts, providing custom consulting in support of Michigan Summer EBT. Sold as Firm Fixed Price (not Time & Materials). Custom proposal attached to quote.

## GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

## UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

## TERMS & CONDITIONS

- Terms and Conditions of MiDeal Contract No. 071B7700199 are incorporated herein by reference.

## Granicus Experience Group Services in Support of Michigan Department of Education

The term of the Agreement will commence on the date this document is signed and will continue through September 30, 2025.

### GOVERNMENT EXPERIENCE SERVICES

#### DISCOVER & PLAN

GXG will build a Strategic Blueprint to define success, align on a measurement plan, understand key audiences, and map ideal future-state journeys. Services include:

- **Project Kickoff.** Align on timeline, goals and deliverables.
- **Audience Profiles/Mini Personas.** Optimize current audience personas to enhance messaging effectiveness and ongoing outreach

#### BUILD & LAUNCH

##### Michigan School Meals

- **Strategic Outreach: Campaign Development and Management**
  - **Programmatic Campaigns.** Up to three (3) programmatic campaign with up to three (3) messages each  
*Programmatic campaign services include:*
    - Campaign Plan with goal, audience and content identified
    - Drafting messaging and content, including graphic design and sourcing stock imagery as needed
    - Managing campaign setup within govDelivery
    - Managing review and approval process
    - Defining a message-testing process
    - Develop branded message templates
    - A/B testing the messages for maximum engagement
    - Providing performance reports for each campaign
- **Destination Content.** Development of destination content for campaign messages, including up to one (1) govDelivery landing page or content for MDE website
- **Day-to-day ad hoc email/SMS sending support.** GXG will respond to all ad hoc requests for one-off, single-message email/SMS sending within 24 hours, providing level of effort and timing estimates for each request via email. Assumptions include:
  - Number of ad hoc requests fulfilled not to exceed three (3) sends over the period of performance.
  - Ad hoc requests will require a minimum of 72 hours for turnaround.
  - Exceptions for faster turnaround times can be made on a case-by-case basis
  - Includes GXG providing copy-editing and QA before sending
- **Audience Capture Strategy.** Develop creative assets and copy as needed for audience capture points, such as text-to-subscribe, website overlays, partner widgets, signup boxes, and Granicus Network promotions. Determine and implement online and offline capture points, including incorporating capture points into social media and other communications.
- **Segmentation Foundation.** Provide strategic recommendations and activate Questions functionality within govDelivery to begin gathering information about newly acquired subscribers, establishing a foundation for increased segmentation and personalization over time.
- **Audience Growth**

## GOVERNMENT EXPERIENCE SERVICES

- Ongoing management of Michigan FGU Network
- Boosted promotion of Michigan School Meals in the Granicus Network
- Up to one (1) Cross Promotional Partnerships
- **School Nutrition Professional Enablement**
  - Up to one (1) SNP/Partner toolkits including:
  - Social media copy/posts, template flyer for print, email copy
  - Enablement support for up to one (1) MDE meeting w/FSDs for promotion/education of toolkit

### Michigan Summer EBT

- **Strategic Outreach: Campaign Development and Management**
  - **Programmatic Campaign.** Up to one (1) programmatic campaign with up to three (3) messages each  
*Programmatic campaign services include:*
    - Campaign Plan with goal, audience and content identified
    - Drafting messaging and content, including graphic design and sourcing stock imagery as needed
    - Managing campaign setup within govDelivery
    - Managing review and approval process
    - Defining a message-testing process
    - Develop branded message templates
    - A/B testing the messages for maximum engagement
    - Providing performance reports for each campaign
- **Destination Content.** Development of destination content for campaign messages, including up to one (1) govDelivery landing page or content for MDE website
- **School Nutrition Professional Enablement**
  - Up to one (1) SNP/Partner toolkits including:
  - Social media copy/posts, template flyer for print, email copy
  - Enablement support for up to one (1) MDE meeting w/FSDs for promotion/education of toolkit

### MANAGE & OPTIMIZE

- **Project Management:** Up to one (1) thirty minute (30 min) weekly project status meetings to support the back-to-school messaging

*Sold as Firm Fixed Price (not Time & Materials). OTF, upfront payment.  
Assumes a 12-month level of effort (consecutive or nonconsecutive) to be completed within the contract period.  
Assumes client has or will soon procure govDelivery and Advanced Package.  
GXG staff are available during the hours of 9:00 a.m. – 5:00 p.m. ET, Monday through Friday (except for holidays).*

## GXG OVERVIEW

The Granicus Experience Group (GXG) is Granicus' **digital agency** focused on customer experience and digital communications, providing consultation, human-centered strategies and hands-on marketing services for our customers. GXG is a cross-functional team of strategists, analysts, communicators, and Granicus technology experts ready to work as an extension of the

MDE team, partnering with you to maximize govDelivery and transform your overall customer experience.

**We discover better insights, build better experiences, and achieve better outcomes.**

GXG follows an agile, iterative, approach to our work, fusing insights from data, customer experience, technology, and communications experts throughout our phases of work. The Granicus team will work to extend your current outreach efforts into highly relevant, personalized digital communications to meet the needs of your diverse stakeholders.

## THE GXG APPROACH

GXG will use best-in-class user research techniques to uncover insights about the people you want to reach and engage, then build more constituent-centric programs, content strategies, and overall customer experiences to drive better outcomes.

Our human-centered, data-driven approach will help you better understand your audiences and what they need or want to hear from you. We'll use this understanding to **sync your digital strategy with your customers' priorities**. Our unique approach breaks down departmental silos and brings together key stakeholders to align on a singular view of your customers and map out an experience that can achieve better outcomes.

GXG's process fuels digital and organizational transformation year-over-year. We use data and insights to define an optimal communications experience, then we build and launch that experience, helping you mature your communications and programs over time. Our multi-disciplinary core team will work side-by-side with you, as an extension of your team, to achieve your vision and mission.



### 1. DISCOVER & PLAN

The path to building better customer experiences starts with robust data analytics and thoughtful research insights. Our discovery efforts are designed to foster internal alignment and collaboration. During our project kickoff, we will work with you to align on overall project goals and priorities. We will then interview and collaborate with key stakeholders to better understand current processes and ensure that there is no duplication in strategy planning or engagement

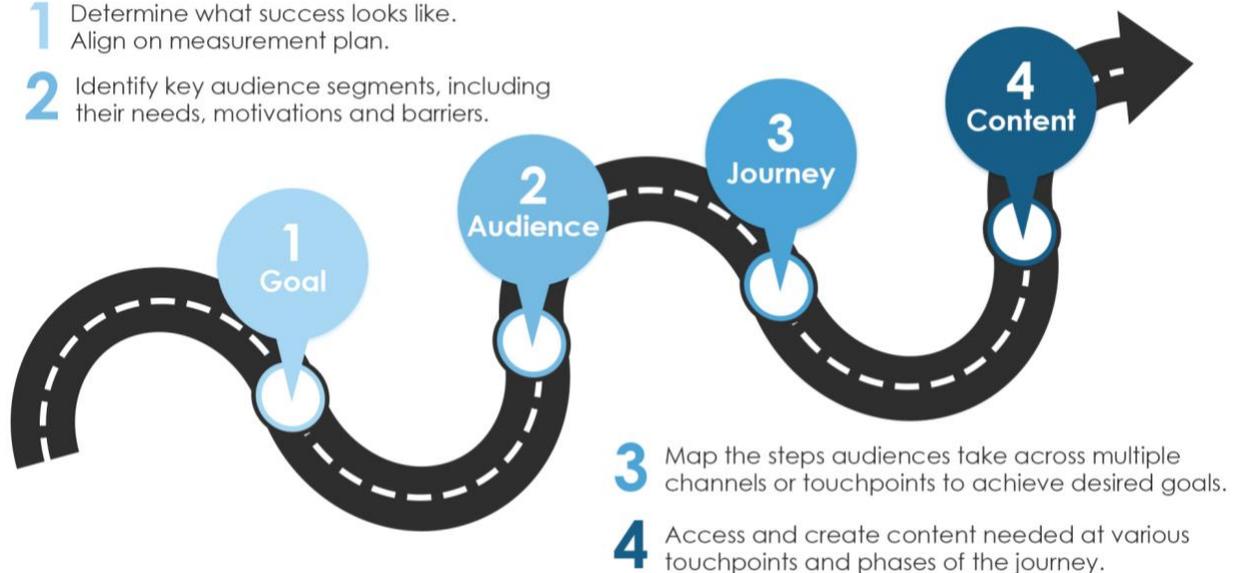
efforts. We will dive into the content and data available to learn the current flow of communications.

Our proven framework starts with defining success and aligning on a measurement plan. Then understanding key audience segments, including their needs, motivations, behaviors or barriers. Journey maps will show the various touchpoints audiences have with your organization and communications, and our messaging framework will provide detailed direction about the content needed for each of those touchpoints.

We will work with you to identify the right metrics and KPIs to measure success at every stage of the customer journey, including each channel and piece of content. The plan will define key audience segments and inform how to tailor messages to these various audiences. Journey maps will show the various touchpoints audiences have with your communications, and our messaging framework will provide detailed direction about the content needed for each of those touchpoints.

## THE GXG FRAMEWORK

- 1 Determine what success looks like.  
Align on measurement plan.
- 2 Identify key audience segments, including their needs, motivations and barriers.



## 2. BUILD & LAUNCH

### Foundational and Programmatic Outreach

We will craft detailed campaign plans for your review and approval, documenting micro-goals, audience segments, measurement and testing plans, brand style considerations, and individual messages for each campaign. These plans ensure each campaign ladders up to larger outreach goals and extends your engagement efforts into targeted outreach.

Our foundational programs include creating and delivering content for welcome, re-engagement and audience capture campaigns, ensuring we deliver the right content for the early steps in your stakeholders' journey.

Our programmatic campaigns will then use best-in-class email and SMS practices to nurture audiences through multiple touchpoints throughout this change initiative. And our team would provide ongoing, data-driven analysis about how residents are responding to or engaging with your campaigns and content.

### **3. MANAGE & OPTIMIZE**

GXG services fuel digital and organizational transformation year-over-year through our agile, flexible, and repeatable process. We use data and insights to define an optimal communications experience, then we build and launch that experience, helping you mature your communications and programs over time. Our multi-disciplinary core team works side-by-side with you, as an extension of your team, to achieve your vision and mission.

GXG can provide strategic recommendations for gathering subscriber data, establishing a foundation for increased segmentation and personalization over time. Data-driven insights and customized data reports would offer ongoing optimization opportunities, including A/B testing guidance and analysis (content, delivery timing, design, sender, etc.)

Successful digital initiatives require more than just the right technology. Organizations also need the right strategy and culture. GXG's custom Experience Center workshops are designed to solve your unique pain points and enable progress toward an achievable goal. GXG's team of strategic designers will facilitate virtual workshop with a series of design-thinking and brainstorming activities to foster alignment across various teams or departments. GXG can facilitate strategy workshops to enable ongoing cross-functional knowledge-sharing, problem-solving, program innovation, persona development, journey mapping, and message refinement.



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget  
320 S. Walnut Street 2nd Floor Lansing, MI 48933  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **22**  
to  
Contract Number **MA071B7700199C**

<b>CONTRACTOR</b>	Granicus, LLC
	408 St. Peter Street Suite 600
	St. Paul MN 55102
	Greg Eck
	800-314-0147
	greg.eck@granicus.com
	CV0050480

<b>STATE</b>	<b>Program Manager</b>	Dana Justice	DTMB
		517-230-4704	
		JusticeD1@michigan.gov	
	<b>Contract Administrator</b>	Jarrod Barron	DTMB
(517) 249-0406			
BarronJ1@michigan.gov			

CONTRACT SUMMARY				
Digital Communications - Mass Text Message Solutions				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 30, 2017	September 30, 2022	5 - 12 Months	September 30, 2024	
PAYMENT TERMS			DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <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 checked="" type="checkbox"/>	12 Months	<input type="checkbox"/>		September 30, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,166,346.09	\$800,000.00	\$5,966,346.09		
DESCRIPTION				
<p>Effective 09/10/2024, the State exercises the third of five available option years and add \$800,000 for annual maintenance renewals. A portion of these new funds will be used for the services in the attached MDHHS statement of work. The remainder will be used for future projects. The revised contract expiration date is 09/30/2025.</p> <p>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 09/10/2024.</p>				

## Procurement Vehicle: MiDeal

### In Support of: Michigan Department of Health and Human Services

#### ORDER DETAILS

**Prepared By:** Sammy Mathews  
**Phone:**  
**Email:** sammy.mathews@granicus.com  
**Order #:** Q-353676  
**Prepared On:** 13 Jun 2024  
**Expires On:** 30 Sep 2024

#### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 45

**Period of Performance:** The term of the Agreement will commence on 01 Oct 2024 and will continue for 12 months.

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
GXG Government Experience Services	Up Front	1 Each	\$70,603.33
<b>SUBTOTAL:</b>			<b>\$70,603.33</b>

## PRODUCT DESCRIPTIONS

Solution	Description
GXG Government Experience Services	Ongoing consultative services from the GXG team of strategists, communicators, and analysts, providing custom consulting in support of your goals. Sold as Firm Fixed Price (not Time & Materials). Custom proposal attached to quote.

## GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**

  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
  
- **Data obtained through the Granicus Advanced Network.**

  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

## UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

## TERMS & CONDITIONS

- Terms & Conditions of MiDeal Contract No. 071B7700199 are incorporated herein by reference.



## Granicus Experience Group Services in Support of the MDHHS Foster Care

*The term of the Agreement will commence on the date this document is signed and will continue through September 30th, 2025.*

The Granicus Experience Group (GXG) has had a long-standing and highly valued partnership with Michigan's Foster Care, working closely to drive awareness, create content, and optimize the digital outreach experience.

With the launch of the enhanced overlay this past year, Foster Care is gaining more insight into its audience's preferences, including role, interests, and geographic area. We propose continued program management and a strong focus on developing data-driven content based on audience analysis. This data is being infused into strategic campaign planning to drive future content needs and ongoing outreach.

The Granicus Experience Group (GXG) is Granicus' **digital agency** providing consultation, human-centered strategies and hands-on marketing services for our customers. GXG is a cross-functional team of strategists, analysts, communicators and Granicus technology experts ready to work as an extension of the Foster Care team, partnering with you to maximize govDelivery and transform your overall customer experience.

We **design custom solutions** and **achieve measurable outcomes**, primarily for our govDelivery, govAccess and govService customers.

GXG follows an agile, iterative, approach to our work, fusing insights from data, customer experience, technology, and communications experts throughout our phases of work. The Granicus team will work to extend your current outreach efforts into highly relevant, personalized digital communications to meet the needs of your diverse stakeholders.

We discover better insights, build better experiences, and achieve better outcomes. The table below highlights our proposed scope of work.

### GXG GOVERNMENT EXPERIENCE SERVICES

#### DISCOVER & PLAN

GXG will build strategic campaign plans to define success, align on a measurement plan, understand key audiences, and map ideal future-state journeys. Services include:

- **Project Kickoff.** Align on timeline, goals and deliverables.
- **Stakeholder Discovery.** Conduct up to five (5) stakeholder interviews. Could include members of the audience and internal decision-makers. Stakeholder interviews support driving new and fresh content for outreach.
- **Campaign and Messaging Planning.** Facilitate up to two (2) two-hour collaborative session to inform the Strategic Campaign Planning. GXG will help you prioritize next steps, identifying immediate quick wins and strategies for long-term success.
- **Strategic Campaign Plan.** Distill findings into a communications plan for the year ahead. Identify and map out foundational, programmatic and evergreen campaigns to support all audience segments and where they are in their journey. Develop measurement plans and potential schedule for the year.

#### BUILD & LAUNCH

While building the Strategic Campaign Plan, GXG will identify quick wins for foundational communications. Services include:

## GXG GOVERNMENT EXPERIENCE SERVICES

- **Segmentation Foundation.** Provide strategic recommendations for Topic setup and using Questions functionality within govDelivery to gather information about subscribers, continuing building on segmentation and personalization over time.
- **Programmatic Campaigns.** Develop, execute and optimize up to six (6) programmatic campaigns with up to four (4) messages per campaign and up to two (2) segments. Includes a customized campaign plan for each campaign to identify goal, audience, journey and content. A campaign is defined as a series of more than two (2) messages with a shared goal and programmatic theme. These campaigns can be designed to be automated (drip) or manual.  
*Programmatic campaign services include:*
  - Drafting messaging and content, including graphic design and sourcing stock imagery as needed
  - Managing campaign setup within govDelivery
  - Managing review and approval process
  - Defining a message-testing process
  - Develop branded message templates
  - A/B testing the messages for maximum engagement
  - Providing performance reports for each campaign
- **Storytelling Articles.** Up to eight (8) articles to capture stakeholder stories, up to 500 words per article. Up to one (1) round of review. Example process: draft > client review > revision > review > final. Process to be confirmed at kick-off. GXG will provide final copy to MDHHS. MDHHS will format to align to brand standards and publish to website.

### IMMEDIATE AD-HOC SUPPORT

- **Day-to-day ad hoc email/SMS sending support.** GXG will respond to all ad hoc requests for one-off, single-message email/SMS sending within 24 hours, providing level of effort and timing estimates for each request via email. Assumptions include:
  - Client adoption of GXG's intake form and production process, including using Sharepoint or other client-provided data transfer tools to ensure protection of Personal Identifiable Information (PII).
  - Number of ad hoc requests fulfilled not to exceed eight (8) sends over the period of performance.
  - Ad hoc requests will require a minimum of 72 hours for turnaround.
  - Exceptions for faster turnaround times can be made on a case-by-case basis for emergent communications related to COVID-19 policy changes.
  - Includes GXG providing copy-editing and QA before sending

### MANAGE & OPTIMIZE

- **Implementation of New Text to Subscribe Phone Number.** Support transition from shared short code (468-311) to new toll-free number.
- **Welcome Campaign.** GXG will manage and optimize the ongoing Welcome campaign and messages. Provide reporting and recommend ongoing enhancements
- **Featured Government Updates.** Continue to grow key audiences with managing presence in govDelivery Michigan Featured Government Updates

### **GXG GOVERNMENT EXPERIENCE SERVICES**

*The term of the Agreement will commence on the date this document is signed and will continue through September 30th, 2025*

**GXG Services: \$ 70,603.33**

#### **GXG Staff Availability**

GXG staff are available during the hours of 9 a.m. - 5 p.m. ET, Monday through Friday, except for the following:

- **US Holidays:** New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving/Lincoln's Birthday, Christmas Eve, Christmas Day.
- **Granicus Unplug Days** (Second Wednesday of each quarter): January 10, 2024; April 10, 2024; July 10, 2024; October 9, 2024

#### **Acceptance Criteria**

Upon completion of a deliverable, GXG will confirm its completion via email and client will reply via email with acceptance or rejection of the deliverable.

#### **Rates and Services as Basis for Additional Work**

Our prices are based on the level of effort of our team to deliver the specific scope, which scales based on size of their account, number of audiences, number of stakeholders and other factors, informed by our past performance with other customers. We sell our services as Firm Fixed Price, which allows us to stay flexible, adjusting our scope to meet customer needs as they may adjust throughout the course of the period of performance.

#### **General Project Assumptions**

- The Granicus Experience Group will require access to all relevant documents, Client materials and personnel during the period of performance.
- Client will provide comments and approvals in a timely manner. Should Client delay project review/approvals for more than ten (10) days, a revised timeline may be required.
- Client will develop a list of stakeholders and approvers of the project, as well as give best-estimates on approval processes required to finalize deliverables.
- No more than two (2) rounds of Client review for deliverables (not including website content) with the first round focused on any substantive changes requiring reworking of assets or plans and the second round focused on any refinements to those assets or plans.
- Client project owners will aggregate feedback from all key business partners and communicate to Granicus.
- Granicus assumes that if Client requires additional deliverables and/or change of scope, the final budget and delivery date potentially may be impacted.

The following items are assumed to be Out-of-Scope:

Any deliverable or consulting services requested but not outlined in this SOW will result in a change of scope. Costs in this scope of work are related to the scope outlined above. Any changes to the scope or requested changes beyond the scope above may result in additional costs, which will be approved by Client in advance in writing. This may include:

- Any additional rounds of review above and beyond what is documented in this SOW.
- Additional creative changes will be considered out of scope.
- Any out-of-pocket costs, not identified as part of this SOW consisting of, but not limited to photography, video, re-touching art and consumables, and/or purchasing artwork, etc.
- Any support for employee communications or crisis projects.
- Translation Services
- Custom Short Code for SMS communications

### **Change Control Procedure**

The scope change request process will be the vehicle for communicating change. Either party may initiate a change request. Both parties must review the proposed change and either approve or reject change, in writing, prior to proceeding with any change to this SOW.

### **GXG OVERVIEW**

The Granicus Experience Group (GXG) is Granicus' in-house **digital agency**, a cross-functional team of strategists, data analysts, communicators and Granicus technology experts focused on customer experience and digital communications. We leverage best-in-class human-centered practices and a design-thinking approach to help our federal, state and local government customers better connect with the people they serve.

GXG takes a consultative, collaborative approach to helping our customers maximize the value they get out of the Granicus platform and develop strategic, human-centered experiences that help you quickly grow your audience and then inform, educate and compel people to take action. The team uncovers insights about the people you want to reach and engage to build custom experiences that drive impact.

GXG will work as an extension of your team, following our proven, agile process with a human-centered approach, specifically designed to enable digital program maturity year-over-year for Granicus' government clients. The Granicus team of digital thinkers and creators will work to extend your current digital efforts into a highly relevant, personalized experience to meet the needs of your diverse audience.



# 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 **20**

to

Contract Number **MA071B7700199C**

<b>CONTRACTOR</b>	Granicus, LLC
	408 St. Peter Street Suite 600
	St. Paul MN 55102
	Jessica Yang
	720-892-0352
	jessica.yang@granicus.com
	CV0050480

<b>STATE</b>	<b>Program Manager</b>	Dana Justice	DTMB
		517-230-4704	
		JusticeD1@michigan.gov	
<b>STATE</b>	<b>Contract Administrator</b>	Patrick Russell	DTMB
		(517) 648-7767	
		RussellP2@michigan.gov	

### CONTRACT SUMMARY

Digital Communications - Mass Text Message Solutions

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2022	5 - 12 Months	September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <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"/>	12 Months	<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,163,846.09	\$2,500.00	\$5,166,346.09		

### DESCRIPTION

Effective 05/22/2024, this contract is hereby increased by \$2,500.00 for custom development to set up and provide a weekly automatic export of GovDelivery subscribers for alignment with the SHOARS Marketing Cloud team.

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

## Procurement Vehicle: MiDeal

### In Support of: Michigan Department of Health and Human Services

#### ORDER DETAILS

**Prepared By:** Sammy Mathews  
**Phone:**  
**Email:** sammy.mathews@granicus.com  
**Order #:** Q-302621  
**Prepared On:** 02 May 2024  
**Expires On:** 31 May 2024

#### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 45

**Period of Performance:** The term of the Agreement will commence on the date this document is signed and will until 30-Sept-2024.

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Consulting Custom - govDelivery	Upon Delivery	1 Each	\$2,500.00
<b>SUBTOTAL:</b>			<b>\$2,500.00</b>

**PRODUCT DESCRIPTIONS**

Solution	Description
<p>Consulting Custom - govDelivery</p>	<p>Implementation Deliverables Include:</p> <ul style="list-style-type: none"> <li>• Access to a dedicated implementation consultant for up to 90 days</li> <li>• Consultant-led project kickoff meeting to identify data fields that will be extracted from govDelivery, set timeline expectations and project planning</li> <li>• Consultant works with Business Intelligence to provide data fields, confirm frequency, email address to send data to assist in 'debug' of data file/fields as required</li> </ul> <p>Granicus to extract the list of subscribers and send via email to client's preferred address(es)</p> <ul style="list-style-type: none"> <li>○ The extract will only include subscribers in the HIV/ STI Topic</li> <li>○ The extract will only include the list of active subscribers</li> <li>○ Network subscribers will be excluded in the file</li> <li>○ A subscriber who is no longer on the list will be considered unsubscribed</li> <li>○ The extract will include FirstName, LastName, Email, Subscription created Date</li> <li>○ FirstName and LastName could be blank/ null on the extract if the user doesn't populate them</li> <li>○ Email and Created Date will never be blank/ null</li> <li>○ The file will be in .csv format and will be processed weekly by Wednesday 10am EST</li> <li>○ Testing will be performed on GovDelivery staging environment before we go live</li> </ul> <p>Up to 4 hours of maintenance support throughout the period of performance. This may include troubleshooting or revisions. Any requests exceeding 4 hours may incur an additional fee(s).</p> <p>Granicus will invoice for this work at the completion of a successful go-live, where go-live is defined as a first successful send of the report outlined above.</p>

## TERMS & CONDITIONS

- Terms & Conditions of MiDeal Contract No. 071B7700199 are incorporated herein by reference.



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 4893  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 19  
 to  
 Contract Number 071B7700199

<b>CONTRACTOR</b>	GRANICUS
	408 St. Peter Street , Suite 600
	St. Paul, MN 55102
	Jessica Yang
	720-892-0352
	jessica.yang@granicus.com
	CV0050480

<b>STATE</b>	<b>Program Manager</b>	Dana Justice	DTMB
		517-230-4704	
		JusticeD1@michigan.gov	
	<b>Contract Administrator</b>	Patrick Russell	DTMB
		(517) 648-7767	
		russellp2@michigan.gov	

**CONTRACT SUMMARY**

**DIGITAL COMMUNICATIONS - MASS TEXT MESSAGE SOLUTIONS**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2022	5 - 1 Year	September 30, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME

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**

--

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,486,625.75	\$35,301.67	\$4,521,927.42		

**DESCRIPTION**

Effective 4/17/2024, this Contract is hereby increased by \$35,301.67 for the purchase of the GXG Government Experience Services add on through 9/30/2024.

Please note that the Contract Administrator has changed to Patrick Russell.

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

## Granicus Proposal for Michigan Department of Health and Human Services

### ORDER DETAILS

**Prepared By:** Sammy Mathews  
**Phone:**  
**Email:** sammy.mathews@granicus.com  
**Order #:** Q-329754  
**Prepared On:** 09 Apr 2024  
**Expires On:** 30 Apr 2024

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 45 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Period of Performance:** The term of the Agreement will commence on 1 Apr 2024 will continue for 6 months.

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
GXG Government Experience Services	Up Front	1 Each	\$35,301.67
<b>SUBTOTAL:</b>			<b>\$35,301.67</b>

## PRODUCT DESCRIPTIONS

Solution	Description
GXG Government Experience Services	Ongoing consultative services from the GXG team of strategists, communicators, and analysts, providing custom consulting in support of your goals. Sold as Firm Fixed Price (not Time & Materials). Custom proposal attached to quote.

## TERMS & CONDITIONS

- The terms and conditions of Contract Number 071B7700199 are incorporated herein by reference.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Michigan Department of Health and Human Services to provide applicable exemption certificate(s).

## Granicus Experience Group Services in Support of the MDHHS Foster Care

The Granicus Experience Group (GXG) has had a long-standing and highly valued partnership with Michigan's Foster Care, working closely to drive awareness, create content, and optimize the digital outreach experience.

With the launch of the enhanced overlay this past year, Foster Care is gaining more insight into its audience's preferences, including role, interests, and geographic area. We propose continued program management and a strong focus on developing data-driven content based on audience analysis. This data is being infused into strategic campaign planning to drive future content needs and ongoing outreach.

The Granicus Experience Group (GXG) is Granicus' **digital agency** providing consultation, human-centered strategies and hands-on marketing services for our customers. GXG is a cross-functional team of strategists, analysts, communicators and Granicus technology experts ready to work as an extension of the Foster Care team, partnering with you to maximize govDelivery and transform your overall customer experience.

We **design custom solutions** and **achieve measurable outcomes**, primarily for our govDelivery, govAccess and govService customers.

GXG follows an agile, iterative, approach to our work, fusing insights from data, customer experience, technology, and communications experts throughout our phases of work. The Granicus team will work to extend your current outreach efforts into highly relevant, personalized digital communications to meet the needs of your diverse stakeholders.

We discover better insights, build better experiences, and achieve better outcomes. The table below highlights our proposed scope of work.

### GXG GOVERNMENT EXPERIENCE SERVICES

#### DISCOVER & PLAN

GXG will build strategic campaign plans to define success, align on a measurement plan, understand key audiences, and map ideal future-state journeys. Services include:

- **Project Kickoff.** Align on timeline, goals and deliverables.
- **Stakeholder Discovery.** Conduct up to three (3) stakeholder interviews. Could include members of the audience and internal decision-makers. Stakeholder interviews support driving new and fresh content for outreach.
- **Campaign and Messaging Planning.** Facilitate up to one (1) one-hour collaborative session to inform the Strategic Campaign Planning. GXG will help you prioritize next steps, identifying immediate quick wins and strategies for long-term success.
- **Strategic Campaign Plan.** Distill findings into a communications plan for the year ahead. Identify and map out foundational, programmatic and evergreen campaigns to support all audience segments and where they are in their journey. Develop measurement plans and potential schedule for the year.

#### BUILD & LAUNCH

While building the Strategic Campaign Plan, GXG will identify quick wins for foundational communications. Services include:

- **Segmentation Foundation.** Provide strategic recommendations for Topic setup and using Questions functionality within govDelivery to gather information about subscribers, continuing building on segmentation and personalization over time.

## GXG GOVERNMENT EXPERIENCE SERVICES

- **Programmatic Campaigns.** Develop, execute and optimize up to three (3) programmatic campaigns with up to four (4) messages per campaign and up to two (2) segments. Includes a customized campaign plan for each campaign to identify goal, audience, journey and content. A campaign is defined as a series of more than two (2) messages with a shared goal and programmatic theme. These campaigns can be designed to be automated (drip) or manual.  
*Programmatic campaign services include:*
  - Drafting messaging and content, including graphic design and sourcing stock imagery as needed
  - Managing campaign setup within govDelivery
  - Managing review and approval process
  - Defining a message-testing process
  - Develop branded message templates
  - A/B testing the messages for maximum engagement
  - Providing performance reports for each campaign
- **Storytelling Articles.** Up to four (4) articles to capture stakeholder stories, up to 500 words per article. Up to one (1) round of review. Example process: draft > client review > revision > review > final. Process to be confirmed at kick-off. GXG will provide final copy to MDHHS. MDHHS will format to align to brand standards and publish to website.

### IMMEDIATE AD-HOC SUPPORT

- **Day-to-day ad hoc email/SMS sending support.** GXG will respond to all ad hoc requests for one-off, single-message email/SMS sending within 24 hours, providing level of effort and timing estimates for each request via email. Assumptions include:
  - Client adoption of GXG's intake form and production process, including using Sharepoint or other client-provided data transfer tools to ensure protection of Personal Identifiable Information (PII).
  - Number of ad hoc requests fulfilled not to exceed four (4) sends over the period of performance.
  - Ad hoc requests will require a minimum of 72 hours for turnaround.
  - Exceptions for faster turnaround times can be made on a case-by-case basis for emergent communications related to COVID-19 policy changes.
  - Includes GXG providing copy-editing and QA before sending

### MANAGE & OPTIMIZE

- **Welcome Campaign.** GXG will manage and optimize the ongoing Welcome campaign and messages. Provide reporting and recommend ongoing enhancements
- **Featured Government Updates.** Continue to grow key audiences with managing presence in govDelivery Michigan Featured Government Updates

The term of the Agreement will commence on the date this document is signed and will continue through September 30th, 2024.

GXG Services: **\$35,301.67**

### GXG Staff Availability

GXG staff are available during the hours of 9 a.m. - 5 p.m. ET, Monday through Friday, except for the following:

- **US Holidays:** New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving/Lincoln's Birthday, Christmas Eve, Christmas Day.
- **Granicus Unplug Days** (Second Wednesday of each quarter): January 10, 2024; April 10, 2024; July 10, 2024; October 9, 2024

### Acceptance Criteria

Upon completion of a deliverable, GXG will confirm its completion via email and client will reply via email with acceptance or rejection of the deliverable.

### Rates and Services as Basis for Additional Work

Our prices are based on the level of effort of our team to deliver the specific scope, which scales based on size of their account, number of audiences, number of stakeholders and other factors, informed by our past performance with other customers. We sell our services as Firm Fixed Price, which allows us to stay flexible, adjusting our scope to meet customer needs as they may adjust throughout the course of the period of performance.

### General Project Assumptions

- The Granicus Experience Group will require access to all relevant documents, Client materials and personnel during the period of performance.
- Client will provide comments and approvals in a timely manner. Should Client delay project review/approvals for more than ten (10) days, a revised timeline may be required.
- Client will develop a list of stakeholders and approvers of the project, as well as give best-estimates on approval processes required to finalize deliverables.
- No more than two (2) rounds of Client review for deliverables (not including website content) with the first round focused on any substantive changes requiring reworking of assets or plans and the second round focused on any refinements to those assets or plans.
- Client project owners will aggregate feedback from all key business partners and communicate to Granicus.
- Granicus assumes that if Client requires additional deliverables and/or change of scope, the final budget and delivery date potentially may be impacted.

### The following items are assumed to be Out-of-Scope:

Any deliverable or consulting services requested but not outlined in this SOW will result in a change of scope. Costs in this scope of work are related to the scope outlined above. Any changes to the scope or requested changes beyond the scope above may result in additional costs, which will be approved by Client in advance in writing. This may include:

- Any additional rounds of review above and beyond what is documented in this SOW.

- Additional creative changes will be considered out of scope.
- Any out-of-pocket costs, not identified as part of this SOW consisting of, but not limited to photography, video, re-touching art and consumables, and/or purchasing artwork, etc.
- Any support for employee communications or crisis projects.
- Translation Services
- Custom Short Code for SMS communications

### **Change Control Procedure**

The scope change request process will be the vehicle for communicating change. Either party may initiate a change request. Both parties must review the proposed change and either approve or reject change, in writing, prior to proceeding with any change to this SOW.

### **GXG OVERVIEW**

The Granicus Experience Group (GXG) is Granicus' in-house **digital agency**, a cross-functional team of strategists, data analysts, communicators and Granicus technology experts focused on customer experience and digital communications. We leverage best-in-class human-centered practices and a design-thinking approach to help our federal, state and local government customers better connect with the people they serve.

GXG takes a consultative, collaborative approach to helping our customers maximize the value they get out of the Granicus platform and develop strategic, human-centered experiences that help you quickly grow your audience and then inform, educate and compel people to take action. The team uncovers insights about the people you want to reach and engage to build custom experiences that drive impact.

GXG will work as an extension of your team, following our proven, agile process with a human-centered approach, specifically designed to enable digital program maturity year-over-year for Granicus' government clients. The Granicus team of digital thinkers and creators will work to extend your current digital efforts into a highly relevant, personalized experience to meet the needs of your diverse audience.



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 48933  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **18**  
 to  
 Contract Number **071B7700199**

<b>CONTRACTOR</b>	GRANICUS
	408 St. Peter Street , Suite 600
	St. Paul, MN 55102
	Jessica Yang
	720-892-0352
	jessica.yang@granicus.com
	CV0050480

<b>STATE</b>	<b>Program Manager</b>	Dana Justice	DTMB
		517-230-4704	
		JusticeD1@michigan.gov	
	<b>Contract Administrator</b>	Sean Regan	DTMB
		(517) 284-6993	
		regans@michigan.gov	

**CONTRACT SUMMARY**

DIGITAL COMMUNICATIONS - MASS TEXT MESSAGE SOLUTIONS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2022	5 - 1 Year	September 30, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME

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**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,546,366.75	\$582,177.67	\$5,128,544.42		

**DESCRIPTION**

Effective July 6, 2023 this contract is increased by \$582,177.67.

\$516,209.67 is to fund option year 2 that was exercised on change notice 17. This funding will be for continued maintenance and support.

\$65,968.00 is for the Michigan Department of Education to continue receiving consulting services from the GXG team, per the statement of work below.

This change notice is also fixing the below clerical errors made on previous change notices:

The estimated aggregate contract value was incorrect on change notices 15-17, due to not including the \$59,741.00 that was added on Change Notice 14. The corrected aggregate contract value is now updated and accurate above on Change Notice 18.

Change Notice 16 Revised Exp. Date is corrected to September 30, 2024 from September 30, 2023.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB Central Procurement Services and State Administrative Board approval on 7/25/2023.

## Granicus Proposal for Michigan School Meals

### ORDER DETAILS

**Prepared By:** Kory Fortman  
**Phone:**  
**Email:** kory.fortman@granicus.com  
**Order #:** Q-246997  
**Prepared On:** 19 Jul 2023  
**Expires On:** 31 Aug 2023

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 45 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Period of Performance:** The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

**The subscription includes the following domain(s) and subdomain(s):**

[www.michigan.gov/schoolnutrition](http://www.michigan.gov/schoolnutrition)  
[www.michigan.gov/sfsp](http://www.michigan.gov/sfsp)

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
GXG Government Experience Services	Up Front	1 Each	\$30,000.00
Custom Short Code - Setup and Configuration	Up Front	1 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$30,000.00</b>

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Communications Cloud	Annual	1 Each	\$14,375.00
Communications Cloud Advanced Package	Annual	1 Each	\$3,593.00
Custom Short Code	Annual	1 Each	\$18,000.00
<b>SUBTOTAL:</b>			<b>\$35,968.00</b>

Communications Cloud Tier:
for up to 25000 subscribers.

## PRODUCT DESCRIPTIONS

Solution	Description
GXG Government Experience Services	Ongoing consultative services from the GXG team of strategists, communicators, and analysts, providing custom consulting in support of your goals. Sold as Firm Fixed Price (not Time & Materials).
Communications Cloud	<p>The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud includes:</p> <ul style="list-style-type: none"> <li>• Unlimited email sends with industry-leading delivery and management of all bounces</li> <li>• Support to upload and migrate existing email lists</li> <li>• Access to participate in the GovDelivery Network</li> <li>• Ability to send mass notifications to multiple devices</li> <li>• 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support</li> <li>• Text-to-subscribe functionality</li> <li>• Up to 2 Web-hosted training sessions annually</li> <li>• Up to 50 administrators</li> <li>• Up to 1 GovDelivery account(s)</li> <li>• Access to a complete archive of all data created by the client for 18 months (rolling)</li> <li>• Up to 3 hours of message template and integration development</li> <li>• Up to 100 subscription topics</li> <li>• Up to 100,000 SMS/text messages per year from a shared short code within the United States*</li> </ul> <p>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year.</p>

Solution	Description
Communications Cloud Advanced Package	<p>The Advanced Cloud Module gives government communicators better insight into the needs of citizens and improves their ability to enhance online transactions, promote behavior change through public awareness, and improve citizen engagement. The Advanced Cloud Module adds streamlined marketing capabilities that incorporate greater degrees of audience segmentation, personalization, message testing, and mobile engagement. The Advanced Cloud Module includes:</p> <ul style="list-style-type: none"> <li>• Dynamic segmentation around bulletins, engagement, and question (e.g. zip code)</li> <li>• Canned campaigns for re-engagement and new subscriber onboarding</li> <li>• Testing: Simple (A/B, 10/10/80)</li> </ul> <p><i>A subscription for the Advanced Cloud Module is dependent on an active license for the GovDelivery Communications Cloud.</i></p>
Custom Short Code	<ul style="list-style-type: none"> <li>• Lease of a unique custom short code for SMS sending. This allows the use of dedicated a short code other than the standard shared 468311 short code.</li> <li>• Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.</li> <li>• Client assistance may be required in the event any carrier audit is opened due to sending activity.</li> </ul>
Custom Short Code - Setup and Configuration	<ul style="list-style-type: none"> <li>• Both obtaining and configuring a custom SMS short code for a single client and single account use.</li> <li>• Timeline for securing and provisioning each short code takes a minimum of 12 weeks and all approvals are at the discretion of SMS carriers.</li> </ul>



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 48933  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 17  
 to  
 Contract Number 071B7700199

<b>CONTRACTOR</b>	GRANICUS
	408 St. Peter Street , Suite 600
	St. Paul, MN 55102
	Jessica Yang
	720-892-0352
	jessica.yang@granicus.com
	CV0050480

<b>STATE</b>	<b>Program Manager</b>	Dana Justice	DTMB
		517-230-4704	
		JusticeD1@michigan.gov	
	<b>Contract Administrator</b>	Sean Regan	DTMB
		(517) 243-8459	
		regans@michigan.gov	

<b>CONTRACT SUMMARY</b>				
<b>DIGITAL COMMUNICATIONS - MASS TEXT MESSAGE SOLUTIONS</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 30, 2017	September 30, 2022	5 - 1 Year	September 30, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
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				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>		<input type="checkbox"/>		September 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,417,663.08	\$68,962.67	\$4,486,625.75		
DESCRIPTION				
Effective March 30, 2023, this Contract is increased by \$68,962.67 for ongoing consulting services. This contract is also exercising the second option year. The revised expiration date is 9/30/2024.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB Central Procurement Services.				



408 St. Peter St, Suite 600  
St. Paul, MN 55102

**THIS IS NOT AN INVOICE**

Order Form  
Prepared for  
Michigan Department of Health and Human Services

## Granicus Proposal for Michigan Department of Health and Human Services

### ORDER DETAILS

**Prepared By:** Kory Fortman  
**Phone:** 708-315-0016  
**Email:** kory.fortman@granicus.com  
**Order #:** Q-257267  
**Prepared On:** 22 Feb 2023  
**Expires On:** 14 Apr 2023

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Period of Performance:** April 1, 2023 – March 31, 2024 (12 months)

## PRICING SUMMARY

The pricing within this Proposal is specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
GXG Government Experience Services	Up Front	1 Each	\$68,962.67
<b>SUBTOTAL:</b>			<b>\$68,962.67</b>

## PRODUCT DESCRIPTIONS

Solution	Description
GXG Government Experience Services	Ongoing consultative services from a team of strategists, communicators, and analysts, providing custom consulting in support of the State of Michigan's goals. Sold as Firm Fixed Price (not Time & Materials) with anticipated effort. Custom proposal attached.

## Granicus Experience Group Services in Support of the MDHHS Foster Care

Period of Performance: April 1, 2023 – March 31, 2024

The Granicus Experience Group (GXG) is Granicus' **digital agency** providing consultation, human-centered strategies and hands-on marketing services for our customers. GXG is a cross-functional team of strategists, analysts, communicators and Granicus technology experts ready to work as an extension of the Foster Care team, partnering with you to maximize govDelivery and transform your overall customer experience.

We **design custom solutions** and **achieve measurable outcomes**, primarily for our govDelivery, govAccess and govService customers.

GXG's proposed solution provides MDHHS Foster Care with support for strategic and a proactive approach for long-term success, as well as short-term and immediate communications needs. GXG will work with you to understand the current state, including audience, messaging, data and gaps to inform a strategic future-state approach that informs subscribers about the latest news related to MDHHS Foster Care program.

GXG follows an agile, iterative, approach to our work, fusing insights from data, customer experience, technology, and communications experts throughout our phases of work. The Granicus team will work to extend your current outreach efforts into highly relevant, personalized digital communications to meet the needs of your diverse stakeholders.

*We discover better insights, build better experiences, and achieve better outcomes.*

### Proposed Inclusions in Support of MDHHS Foster Care

#### ACTIVITIES & DELIVERABLES

##### DISCOVER & PLAN

GXG will build strategic campaign plans to define success, align on a measurement plan, understand key audiences, and map ideal future-state journeys. Services include:

- **Project Kickoff.** Align on timeline, goals and deliverables.
- **Stakeholder Discovery.** Conduct up to ten (10) stakeholder interviews. Could include members of the audience and internal decision-makers.
- **Campaign and Messaging Planning.** Facilitate up to one (1) two-hour collaborative session with to inform the Strategic Campaign Plan. GXG will help you prioritize next steps, identifying immediate quick wins and strategies for long-term success.
- **Strategic Campaign Plan.** Distill findings into a communications plan for the year ahead. Identify and map out foundational, programmatic and evergreen campaigns to support all audience segments and where they are in their journey. Develop measurement plans and potential schedule for the year.

##### BUILD & LAUNCH

While building the Strategic Campaign Plan, GXG will identify quick wins for foundational communications. Services include:

- **Segmentation Foundation.** Provide strategic recommendations for Topic setup and using Questions functionality within govDelivery to gather information about subscribers, continuing building on segmentation and personalization over time.
- **Programmatic Campaigns.** Develop, execute and optimize up to six (6) programmatic campaigns with up to four (4) messages per campaign. Includes a customized campaign plan for each campaign to identify goal, audience,

## ACTIVITIES & DELIVERABLES

journey and content. A campaign is defined as a series of more than two (2) messages with a shared goal and programmatic theme. These campaigns can be designed to be automated (drip) or manual.

*Programmatic campaign services include:*

- Drafting messaging and content, including graphic design and sourcing stock imagery as needed
- Managing campaign setup within govDelivery
- Managing review and approval process
- Defining a message-testing process
- Develop branded message templates
- A/B testing the messages for maximum engagement
- Providing performance reports for each campaign
- **Storytelling Articles.** Up to four (4) articles to capture stakeholder stories, up to 1,000 words per article . Up to one (1) round of review. Example process: draft > client review > revision > review > final. Process to be confirmed at kick-off. GXG will provide final copy to MDHHS. MDHHS will format to align to brand standards and publish to website.
- **Cross Promotional Partnerships.** Broker cross promotional partnerships with up to two (2) Michigan government organizations to engage with similar audiences subscribed to other relevant topics

### IMMEDIATE AD-HOC SUPPORT

- **Day-to-day ad hoc email/SMS sending support.** GXG will respond to all ad hoc requests for one-off, single-message email/SMS sending within 24 hours, providing level of effort and timing estimates for each request via email. Assumptions include:
  - Client adoption of GXG's intake form and production process, including using Sharepoint or other client-provided data transfer tools to ensure protection of Personal Identifiable Information (PII).
  - Number of ad hoc requests fulfilled not to exceed five (5) sends over the period of performance.
  - Ad hoc requests will require a minimum of 72 hours for turnaround.
  - Exceptions for faster turnaround times can be made on a case-by-case basis for emergent communications related to COVID-19 policy changes.
  - Includes GXG providing copy-editing and QA before sending

### MANAGE & OPTIMIZE

- **Welcome Campaign.** GXG will manage and optimize the ongoing Welcome campaign and messages. Provide reporting and recommend ongoing enhancements
- **Featured Government Updates.** Continue to grow key audiences with managing presence in govDelivery Michigan Featured Government Updates

### Acceptance Criteria

Upon completion of a deliverable, GXG will confirm its completion via email and client will reply via email with acceptance or rejection of the deliverable.

### Rates and Services as Basis for Additional Work

Our prices are based on the level of effort of our team to deliver the specific scope, which scales based on size of their account, number of audiences, number of stakeholders and other factors, informed by our past performance with other customers. We sell our services as Firm Fixed Price, which allows us to stay flexible, adjusting our scope to meet customer needs as they may adjust throughout the course of the period of performance.

### General Project Assumptions

- Granicus Experience Group will require access to all relevant documents, Client materials and personnel during the period of performance.
- Client will provide comments and approvals in a timely manner. Should Client delay project review/approvals for more than ten (10) days, a revised timeline may be required.
- Client will develop a list of stakeholders and approvers of the project, as well as give best-estimates on approval processes required to finalize deliverables.
- No more than two (2) rounds of Client review with the first round focused on any substantive changes requiring reworking of assets or plans and the second round focused on any refinements to those assets or plans.
- Client project owners will aggregate feedback from all key business partners and communicate to Granicus.
- Granicus assumes that if Client requires additional deliverables and/or change of scope, the final budget and delivery date potentially may be impacted.

### The following items are assumed to be Out-of-Scope:

Any deliverable or consulting services requested but not outlined in this SOW will result in a change of scope. Costs in this scope of work are related to the scope outlined above. Any changes to the scope or requested changes beyond the scope above may result in additional costs, which will be approved by Client in advance in writing. This may include:

- Any additional rounds of review above and beyond what is documented in this SOW.
- Additional creative changes will be considered out of scope.
- Any out-of-pocket costs, not identified as part of this SOW consisting of, but not limited to photography, video, re-touching art and consumables, and/or purchasing artwork, etc.
- Any support for employee communications or crisis projects.

### Change Control Procedure

The scope change request process will be the vehicle for communicating change. Either party may initiate a change request. Both parties must review the proposed change and either approve or reject change, in writing, prior to proceeding with any change to this SOW.

**GXG Staff Availability**

GXG staff are available during the hours of 9 a.m. - 5 p.m. ET, Monday through Friday, except for the following:

- **US Holidays:** New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving/Lincoln's Birthday, Christmas Eve, Christmas Day.
- **Granicus Unplug Days** – Second Wednesday of each quarter



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 48933  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **16**

to

Contract Number **071B7700199**

<b>CONTRACTOR</b>	GRANICUS
	408 St. Peter Street , Suite 600
	St. Paul, MN 55102
	Jessica Yang
	720-892-0352
	jessica.yang@granicus.com
	CV0050480

<b>STATE</b>	<b>Program Manager</b>	Dana Justice	DTMB
		517-230-4704	
		JusticeD1@michigan.gov	
	<b>Contract Administrator</b>	Sean Regan	DTMB
		(517) 243-8459	
		regans@michigan.gov	

**CONTRACT SUMMARY**

**DIGITAL COMMUNICATIONS - MASS TEXT MESSAGE SOLUTIONS**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2022	5 - 1 Year	September 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
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**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,916,488.64	\$501,174.44	\$4,417,663.08		

**DESCRIPTION**

Effective November 1, 2022, this Contract is increased by \$501,174.44, to pay for maintenance and operations of option year 1, that was exercised on change notice 14.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB Central Procurement Services, and State Administrative Board approval on 12/6/2022.

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

AGENCY	NAME	PHONE	EMAIL
DTMB			



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 48933  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **15**  
 to  
 Contract Number **071B7700199**

<b>CONTRACTOR</b>	GRANICUS
	408 St. Peter Street , Suite 600
	St. Paul, MN 55102
	Jessica Yang
	720-892-0352
	jessica.yang@granicus.com
	CV0050480

<b>STATE</b>	<b>Program Manager</b>	Dana Justice	DTMB
		517-230-4704	
		JusticeD1@michigan.gov	
	<b>Contract Administrator</b>	Sean Regan	DTMB
		(517) 284-6993	
		regans@michigan.gov	

<b>CONTRACT SUMMARY</b>				
<b>DIGITAL COMMUNICATIONS - MASS TEXT MESSAGE SOLUTIONS</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 30, 2017	September 30, 2022	5 - 1 Year	September 30, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
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				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,638,494.04	\$277,994.60	\$3,916,488.64		
DESCRIPTION				
Effective 8/2/2022, the parties add \$277,994.60 for the renewal of the Michigan Department of Education's Granicus subscription including domain and sub domains - June 1, 2022 - May 31, 2023. Renewal is for the continuation for a comprehensive communication & promotional campaign to increase participation, increase outreach, and improve communication for the Summer Food Service Program. All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB Central Procurement, and State Administrative Board approval on 8/2/2022.				
Remaining Ad Board funding after this change notice: \$249,999.99.				



408 Saint Peter Street, Suite 600  
Saint Paul, MN 55102  
United States

**THIS IS NOT AN INVOICE**

Order Form  
Prepared for  
Michigan Department of Education

## Granicus Proposal for Michigan Department of Education

### ORDER DETAILS

**Prepared By:** Soubhik Das  
**Phone:** (513) 716-4918  
**Email:** soubhik.das@granicus.com  
**Order #:** Q-183759  
**Prepared On:** 05/03/2022  
**Expires On:** 05/31/2022

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Current Subscription**  
**End Date:** 05/31/2022  
**Period of Performance:** 06/01/2022 - 05/31/2023

**The subscription includes the following domain(s) and subdomain(s):**  
<https://www.nokidhungry.org/taxonomy/term/64>

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
GXG Government Experience Services - Non-Recurring	Up Front	1 Each	\$147,164.00
<b>SUBTOTAL:</b>			<b>\$147,164.00</b>

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Communications Cloud	Annual	1 Each	\$98,303.22
Communications Cloud Advanced Package	Annual	1 Each	\$32,527.38
Custom Short Code	Annual	1 Each	\$0.00
Interactive Text	Annual	1 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$130,830.60</b>

## PRODUCT DESCRIPTIONS

Solution	Description
GXG Government Experience Services - Non-Recurring	Ongoing consultative services from the GXG team of strategists, communicators, and analysts, providing custom consulting in support of your goals. Sold as Firm Fixed Price (not Time & Materials). Custom proposal attached to quote.
Communications Cloud	<p>The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud includes:</p> <ul style="list-style-type: none"> <li>• Unlimited email sends with industry-leading delivery and management of all bounces</li> <li>• Support to upload and migrate existing email lists</li> <li>• Access to participate in the GovDelivery Network</li> <li>• Ability to send mass notifications to multiple devices</li> <li>• 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support</li> <li>• Text-to-subscribe functionality</li> <li>• Up to 2 Web-hosted training sessions annually</li> <li>• Up to 50 administrators</li> <li>• Up to 1 GovDelivery account(s)</li> <li>• Access to a complete archive of all data created by the client for 18 months (rolling)</li> <li>• Up to 3 hours of message template and integration development</li> <li>• Up to 100 subscription topics</li> <li>• Up to 100,000 SMS/text messages per year from a shared short code within the United States*</li> </ul> <p>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year.</p>

Solution	Description
Communications Cloud Advanced Package	<p>The Advanced Cloud Module gives government communicators better insight into the needs of citizens and improves their ability to enhance online transactions, promote behavior change through public awareness, and improve citizen engagement. The Advanced Cloud Module adds streamlined marketing capabilities that incorporate greater degrees of audience segmentation, personalization, message testing, and mobile engagement. The Advanced Cloud Module includes:</p> <ul style="list-style-type: none"> <li>• Dynamic segmentation around bulletins, engagement, and question (e.g. zip code)</li> <li>• Canned campaigns for re-engagement and new subscriber onboarding</li> <li>• Testing: Simple (A/B, 10/10/80)</li> </ul> <p><i>A subscription for the Advanced Cloud Module is dependent on an active license for the GovDelivery Communications Cloud.</i></p>
Custom Short Code	<ul style="list-style-type: none"> <li>• Lease of a unique custom short code for SMS sending. This allows the use of dedicated a short code other than the standard shared 468311 short code.</li> <li>• Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.</li> <li>• Client assistance may be required in the event any carrier audit is opened due to sending activity.</li> </ul>

Solution	Description
Interactive Text	<p>Enhanced direct communications channel for priority alerts and reminders via two-way, Interactive Text Messaging. Interactive Text Messaging will enable the client to deliver bite-sized information directly to the public, recruit and enroll stakeholders in programs, and receive actionable feedback. Interactive Text Messaging includes:</p> <ul style="list-style-type: none"> <li>• Up to one Interactive Text Messaging account</li> <li>• Two-way Interactive Text Message management and delivery</li> <li>• Up to 500,000 SMS messages per year from a shared short code within the U.S. (international numbers not supported)*</li> <li>• Dashboard with automated, real-time reporting, and webhook access</li> <li>• Unlimited campaigns</li> <li>• Advanced skip logic, photo messaging, and voicemail</li> <li>• Up to one hour of Web-hosted training for staff to use and administer Interactive Text Messaging</li> </ul> <p><i>*Photo message capture is available and counts as two messages per submitted photo. Messages not used in the period of performance will not carry over to the following year. Custom shortcodes, webhook configuration, and full read and write API access is available for an additional fee.</i></p> <p><i>Please note, SMS message count will be prorated if the subscription term is less than twelve (12) months.</i></p>

## GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**

- Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
- Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

## **UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):**

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.



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

**CONTRACT CHANGE NOTICE**

Change Notice Number 14  
 to  
 Contract Number 071B7700199

<b>CONTRACTOR</b>	GRANICUS
	408 St. Peter Street , Suite 600
	St. Paul, MN 55102
	Jessica Yang
	720-892-0352
	jessica.yang@granicus.com
	CV0050480

<b>STATE</b>	<b>Program Manager</b>	Dana Justice	DTMB
		517-230-4704	
		JusticeD1@michigan.gov	
	<b>Contract Administrator</b>	Sean Regan	DTMB
		(517) 243-8459	
		regans@michigan.gov	

**CONTRACT SUMMARY**

DIGITAL COMMUNICATIONS - MASS TEXT MESSAGE SOLUTIONS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2022	5 - 1 Year	September 30, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

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**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		September 30, 2023

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$3,638,494.04	\$59,741.00	\$3,698,235.04

**DESCRIPTION**

Effective March 25, 2022, the MDHHS is increasing the Contract by \$59,741.00 for Digital Engagement Services which include digital campaign management, audience acceleration, and other managed services, per the attached statement of work.

This amendment also clarifies that Granicus is providing an additional 2 months of support to the MDE Meet Up & Eat Up campaign, at no additional cost.

The Contract is exercising a 1-year option. The new revised expiration date is September 30, 2023.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB			

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
GXG Government Experience Services - Non-Recurring	Up Front	1 Each	\$59,741.00
<b>SUBTOTAL:</b>			<b>\$59,741.00</b>

## PRODUCT DESCRIPTIONS

Solution	Description
GXG Government Experience Services - Non-Recurring	Ongoing consultative services from the GXG team of strategists, communicators, and analysts, providing custom consulting in support of your goals. Sold as Firm Fixed Price (not Time & Materials). Custom proposal attached to quote.

## Granicus Experience Group Services in Support of the MDHHS Foster Care

The Granicus Experience Group (GXG) is Granicus' **digital agency** providing consultation, human-centered strategies and hands-on marketing services for our customers. GXG is a cross-functional team of strategists, analysts, communicators and Granicus technology experts ready to work as an extension of the Foster Care team, partnering with you to maximize govDelivery and transform your overall customer experience.

We **design custom solutions** and **achieve measurable outcomes**, primarily for our govDelivery, govAccess and govService customers.

GXG's proposed solution provides MDHHS Foster care with support for strategic and a proactive approach for long-term success, as well as short-term and immediate communications needs. GXG will work with you to understand the current state, including audience, messaging, data and gaps to inform a strategic future-state approach that informs subscribers about the latest news related to MDHHS Foster care program.

GXG follows an agile, iterative, approach to our work, fusing insights from data, customer experience, technology, and communications experts throughout our phases of work. The Granicus team will work to extend your current outreach efforts into highly relevant, personalized digital communications to meet the needs of your diverse stakeholders.

In partnership with the MDHHS Foster care team, GXG is excited to continue building on the momentum from this past year. In 2021, the teams were able to:

- Understand key audiences needs with the strategic blueprint and persona development
- Optimize the welcome campaign for increased engagement
- Enhanced account and campaign imagery to represent a more diverse population
- Infused emotional storytelling in key messaging

The table below highlights our proposed scope of work:

***We discover better insights, build better experiences, and achieve better outcomes.***

### Proposed Inclusions in Support of MDHHS Foster Care

ACTIVITIES & DELIVERABLES
<p><b>DISCOVER &amp; PLAN</b></p> <p>GXG will build strategic campaign plans to define success, align on a measurement plan, understand key audiences, and map ideal future-state journeys. Services include:</p> <p>Services include:</p> <ul style="list-style-type: none"> <li>• <b>Project Kickoff.</b> Align on timeline, goals and deliverables.</li> <li>• <b>Stakeholder Discovery.</b> Conduct up to eight (8) stakeholder interviews. Could include members of the audience and internal decision-makers.</li> <li>• <b>Campaign and Messaging Planning.</b> Facilitate up to one (1) two-hour collaborative session with to inform the Strategic Campaign Plan. GXG will help you prioritize next steps, identifying immediate quick wins and strategies for long-term success.</li> </ul>

## ACTIVITIES & DELIVERABLES

- **Strategic Campaign Plan.** Distill findings into a communications plan for the year ahead. Identify and map out foundational, programmatic and evergreen campaigns to support all audience segments and where they are in their journey. Develop measurement plans and potential schedule for the year.

### BUILD & LAUNCH

While building the Strategic Campaign Plan, GXG will identify quick wins for foundational communications. Services include:

- **Segmentation Foundation.** Provide strategic recommendations for Topic setup and using Questions functionality within govDelivery to gather information about subscribers, continuing building on segmentation and personalization over time.
- **Programmatic Campaigns.** Develop, execute and optimize up to six (6) programmatic campaigns with up to four (4) messages per campaign. Includes a customized campaign plan for each campaign to identify goal, audience, journey and content. A campaign is defined as a series of more than two (2) messages with a shared goal and programmatic theme. These campaigns can be designed to be automated (drip) or manual.  
*Programmatic campaign services include:*
  - Drafting messaging and content, including graphic design and sourcing stock imagery as needed
  - Managing campaign setup within govDelivery
  - Managing review and approval process
  - Defining a message-testing process
  - Develop branded message templates
  - A/B testing the messages for maximum engagement
  - Providing performance reports for each campaign
- **Cross Promotional Partnerships.** Broker cross promotional partnerships with up to two (2) Michigan government organizations to engage with similar audiences subscribed to other relevant topics

### IMMEDIATE AD-HOC SUPPORT

- **Day-to-day ad hoc email/SMS sending support.** GXG will respond to all ad hoc requests for one-off, single-message email/SMS sending within 24 hours, providing level of effort and timing estimates for each request via email. Assumptions include:
  - Client adoption of GXG's intake form and production process, including using Sharepoint or other client-provided data transfer tools to ensure protection of Personal Identifiable Information (PII).
  - Number of ad hoc requests fulfilled not to exceed five (5) sends over the period of performance.
  - Ad hoc requests will require a minimum of 72 hours for turnaround.
  - Exceptions for faster turnaround times can be made on a case-by-case basis for emergent communications related to COVID-19 policy changes.
  - Client provides draft copy for each single message.
  - Includes GXG providing copy-editing and QA before sending

### MANAGE & OPTIMIZE

### ACTIVITIES & DELIVERABLES

- **Welcome Campaign.** GXG will manage and optimize the ongoing Welcome campaign and messages. Provide reporting and recommend ongoing enhancements
- **Featured Government Updates.** Continue to grow key audiences with managing presence in govDelivery Michigan Featured Government Updates

*Sold as Firm Fixed Price (not Time & Materials), OTF upfront payment.  
Assumes a 12-month level of effort to be completed within the contract period.*

Period of Performance: 12 months

GXG Services: **\$59,741.87**

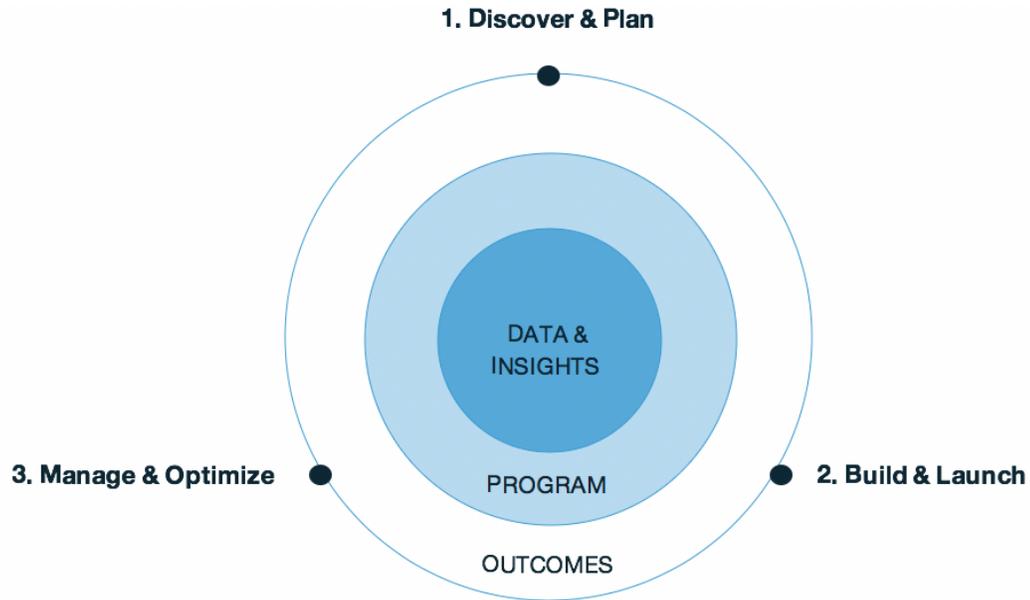
A more detailed description of our approach follows:

### THE GXG APPROACH

Our in-house team of strategists, analysts, communicators and Granicus technology experts will use best-in-class user research techniques to uncover insights about the people you want to reach and engage, then build more constituent-centric programs, content strategies, and overall customer experiences to drive better outcomes.

Our human-centered, data-driven approach will help you better understand your audiences and what they need or want to hear from you. We'll use this understanding to **sync your digital strategy with your customers' priorities**. Our unique approach breaks down departmental silos and brings together key stakeholders to align on a singular view of your customers and map out an experience that can achieve better outcomes.

GXG follows an agile, flexible, and repeatable process that fuels digital and organizational transformation year-over-year. We use data and insights to define an optimal communications experience, then we build and launch that experience, helping you mature your communications and programs over time. Our multi-disciplinary core team will work side-by-side with you, as an extension of your team, to achieve your vision and mission.



### 1. DISCOVER & PLAN

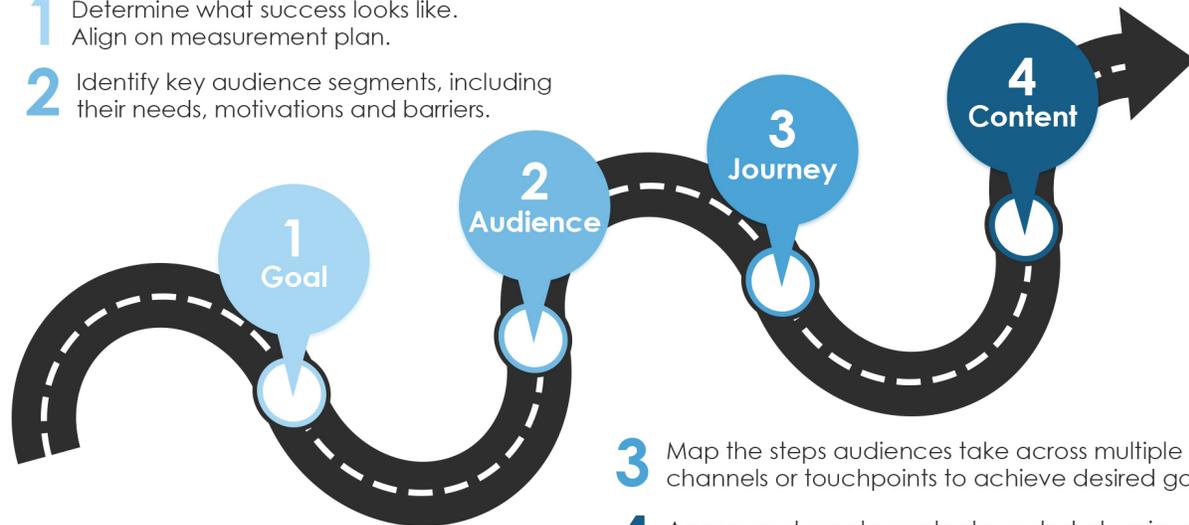
The path to building better customer experiences starts with robust data analytics and thoughtful research insights. Our discovery efforts are designed to foster internal alignment and collaboration. During our project kickoff, we will work with you to align on overall project goals and priorities. We will then interview and collaborate with key stakeholders to better understand current processes for employee and community engagement. We will dive into the content and data available to learn the current flow of communications.

Our proven framework starts with defining success and aligning on a measurement plan. Then understanding key audience segments, including their needs, motivations, behaviors or barriers. Journey maps will show the various touchpoints audiences have with your organization and communications, and our messaging framework will provide detailed direction about the content needed for each of those touchpoints.

We will work with you to identify the right metrics and KPIs to measure success at every stage of the customer journey, including each channel and piece of content. The plan will define key audience segments and inform how to tailor messages to these various audiences. Journey maps will show the various touchpoints audiences have with your communications, and our messaging framework will provide detailed direction about the content needed for each of those touchpoints.

## THE GXG FRAMEWORK

- 1 Determine what success looks like. Align on measurement plan.
- 2 Identify key audience segments, including their needs, motivations and barriers.



- 3 Map the steps audiences take across multiple channels or touchpoints to achieve desired goals.
- 4 Access and create content needed at various touchpoints and phases of the journey.

## 2. BUILD & LAUNCH

### Foundational and Programmatic Outreach

We will craft detailed campaign plans for your review and approval, documenting micro-goals, audience segments, measurement and testing plans, brand style considerations, and individual messages for each campaign. These plans ensure each campaign ladders up to the National Park Service's larger outreach goals and extends your engagement efforts into targeted outreach.

Our foundational programs include creating and delivering content for welcome, re-engagement and audience capture campaigns, ensuring we deliver the right content for the early steps in your stakeholders' journey.

Our programmatic campaigns will then use best-in-class email and SMS practices to nurture audiences through multiple touchpoints throughout this change initiative. And our team would provide NPS with ongoing, data-driven analysis about how staff are responding to or engaging with NPS campaigns and content.

## 3. MANAGE & OPTIMIZE

GXG services fuel digital and organizational transformation year-over-year through our agile, flexible, and repeatable process. We use data and insights to define an optimal communications experience, then we build and launch that experience, helping you mature your communications and programs over time. Our multi-disciplinary core team works side-by-side with you, as an extension of your team, to achieve your vision and mission.

GXG can provide strategic recommendations for gathering subscriber data, establishing a foundation for increased segmentation and personalization over time. Data-driven insights and

customized data reports would offer the National Park Service ongoing optimization opportunities, including A/B testing guidance, assistance and analysis (testing content, delivery timing, design, sender, etc.)

Successful digital initiatives require more than just the right technology. Organizations also need the right strategy and culture. GXG's custom Experience Center workshops are designed to solve your unique pain points and enable progress toward an achievable goal. GXG's team of strategic designers will facilitate virtual workshops with a series of design-thinking and brainstorming activities to foster alignment across various teams or departments. GXG can facilitate strategy workshops to enable ongoing cross-functional knowledge-sharing, problem-solving, program innovation, persona development, journey mapping, and message refinement.

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



**CONTRACT CHANGE NOTICE**

Change Notice Number **13**  
 to  
 Contract Number **071B7700199**

<b>CONTRACTOR</b>	GRANICUS
	408 St. Peter Street , Suite 600
	St. Paul, MN 55102
	Jessica Yang
	720-892-0352
	jessica.yang@granicus.com
	CV0050480

<b>STATE</b>	<b>Program Manager</b>	Dana Justice	DTMB
		517-230-4704	
		JusticeD1@michigan.gov	
	<b>Contract Administrator</b>	Sean Regan	DTMB
		(517) 243-8459	
		regans@michigan.gov	

**CONTRACT SUMMARY**

**DIGITAL COMMUNICATIONS - MASS TEXT MESSAGE SOLUTIONS**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2022	5 - 1 Year	September 30, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

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**

--

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$2,661,739.04	\$976,755.00	\$3,638,494.04

**DESCRIPTION**

Effective April 1, 2021, the Michigan Department of Education is adding \$976,755.00 for a comprehensive communication & promotional campaign to increase participation, increase outreach, and improve communication for the Summer Food Service Program, per the attached statement of work.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval and Administrative Board approval on April 27, 2021.

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

AGENCY	NAME	PHONE	EMAIL
DTMB			



408 Saint Peter Street, Suite 600  
Saint Paul, MN 55102  
United States

**THIS IS NOT AN INVOICE**

Order Form  
Prepared for **MI Department of Education**

## Granicus Proposal for: Michigan Department of Education

### ORDER DETAILS

**Prepared By:** Soubhik Das  
**Phone:** (513) 716-4918  
**Email:** soubhik.das@granicus.com  
**Order #:** Q-130912  
**Prepared On:** 03/10/2021  
**Expires On:** 03/29/2021

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Period of Performance:** The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

**The subscription includes the following domain(s) and subdomain(s):**  
• <https://www.michigan.gov/mde/0,4615,7-140-66254-520620--,00.html>

**Communications Cloud Tier:**  
Up to 1,000,000 subscribers.

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
GXG Citizen Experience Services - Non-Recurring	Up Front	1 Each	\$498,750.00
Communications Cloud - Setup and Configuration	Up Front	1 Each	\$78,848.00
Communications Cloud - Online Training	Up Front	1 Each	\$500.00
Advanced Package - Setup and Configuration	Up Front	1 Each	\$19,196.00
Advanced Package - Online Training	Up Front	1 Each	\$500.00
Custom Short Code - Setup and Configuration	Up Front	1 Each	\$0.00
Interactive Text - Setup and Configuration	Up Front	1 Each	\$13,711.00
Interactive Text - Online Training	Up Front	1 Each	\$500.00
GXG Citizen Experience Services - Non-Recurring	Up Front	1 Each	\$108,150.00
<b>SUBTOTAL:</b>			<b>\$720,155.00</b>

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Communications Cloud	Annual	1 Each	\$95,440.00
Communications Cloud Advanced Package	Annual	1 Each	\$31,580.00
Additional SMS <i>(Up to 10,000,000 additional SMS per year)</i>	Annual	1 Each	\$80,000.00
Custom Short Code	Annual	1 Each	\$18,000.00
Interactive Text	Annual	1 Each	\$31,580.00
<b>SUBTOTAL:</b>			<b>\$256,600.00</b>

## PRODUCT DESCRIPTIONS

Solution	Description
Communications Cloud	<p>The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud includes:</p> <ul style="list-style-type: none"> <li>• Unlimited email sends with industry-leading delivery and management of all bounces</li> <li>• Support to upload and migrate existing email lists</li> <li>• Access to participate in the GovDelivery Network</li> <li>• Ability to send mass notifications to multiple devices</li> <li>• 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support</li> <li>• Text-to-subscribe functionality</li> <li>• Up to 2 Web-hosted training sessions annually</li> <li>• Up to 50 administrators</li> <li>• Up to 1 GovDelivery account(s)</li> <li>• Access to a complete archive of all data created by the client for 18 months (rolling)</li> <li>• Up to 3 hours of message template and integration development</li> <li>• Up to 100 subscription topics</li> <li>• Up to 100,000 SMS/text messages per year from a shared short code within the United States*</li> </ul> <p>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year.</p>
GXG Citizen Experience Services - Non-Recurring	<p>Ongoing consultative services from the GXG team of strategists, communicators, and analysts, providing custom services in support of your goals. Sold as Firm Fixed Price (not Time &amp; Materials). Custom proposal attached to quote.</p>

Solution	Description
Communications Cloud - Setup and Configuration	<p>The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud setup and configuration includes:</p> <ul style="list-style-type: none"> <li>• The implementation consultant will be assigned to Recipient during the setup process for up to 90 days</li> <li>• Unlimited access to Web-based recorded trainings and online help for administrations on the following topics: standard Messaging, the GovDelivery Network, Automation, Mobile and Analytics</li> <li>• Up to 2 Web-hosted training sessions that must be used within 180 days of Kickoff</li> <li>• Up to 5 hours of message template and integration development that must be used within 90 days of Kickoff</li> </ul>
Communications Cloud - Online Training	<p>Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered by product experts via videoconferencing technology.</p>
Communications Cloud Advanced Package	<p>The Advanced Cloud Module gives government communicators better insight into the needs of citizens and improves their ability to enhance online transactions, promote behavior change through public awareness, and improve citizen engagement. The Advanced Cloud Module adds streamlined marketing capabilities that incorporate greater degrees of audience segmentation, personalization, message testing, and mobile engagement. The Advanced Cloud Module includes:</p> <ul style="list-style-type: none"> <li>• Dynamic segmentation around bulletins, engagement, and question (e.g. zip code)</li> <li>• Canned campaigns for re-engagement and new subscriber onboarding</li> <li>• Testing: Simple (A/B, 10/10/80)</li> </ul> <p><i>A subscription for the Advanced Cloud Module is dependent on an active license for the GovDelivery Communications Cloud.</i></p>

Solution	Description
Advanced Package - Setup and Configuration	Implementation includes: <ul style="list-style-type: none"> <li>• Access to an implementation consultant for up to 90 days</li> <li>• Access to online training documentation around advanced account functions and capabilities</li> <li>• Up to 2 Web-hosted training sessions within 180 days of kickoff</li> <li>• Up to 5 hours of message template and integration development within 90 days of kickoff</li> </ul> <p><i>The implementation process takes four to six weeks, on average, depending on the availability of stakeholders and/or current GovDelivery Communications Cloud experience.</i></p>
Advanced Package - Online Training	Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered by product experts via videoconferencing technology.
Additional SMS	Additional SMS/Text Messaging includes: <ul style="list-style-type: none"> <li>• Access to the selected volume of additional SMS/text messages per year from a shared short code within the United States*</li> <li>• Use of responsively designed sign-up pages that allow the public to subscribe to communication updates from various devices</li> </ul> <p><i>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year.</i></p>
Custom Short Code	<ul style="list-style-type: none"> <li>• Lease of a unique custom short code for SMS sending. This allows the use of dedicated a short code other than the standard shared 468311 short code.</li> <li>• Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.</li> <li>• Client assistance may be required in the event any carrier audit is opened due to sending activity.</li> </ul>

Solution	Description
Interactive Text	<p>Enhanced direct communications channel for priority alerts and reminders via two-way, Interactive Text Messaging. Interactive Text Messaging will enable the client to deliver bite-sized information directly to the public, recruit and enroll stakeholders in programs, and receive actionable feedback. Interactive Text Messaging includes:</p> <ul style="list-style-type: none"> <li>• Up to one Interactive Text Messaging account</li> <li>• Two-way Interactive Text Message management and delivery</li> <li>• Up to 500,000 SMS messages per year from a shared short code within the U.S. (international numbers not supported)*</li> <li>• Dashboard with automated, real-time reporting, and webhook access</li> <li>• Unlimited campaigns</li> <li>• Advanced skip logic, photo messaging, and voicemail</li> <li>• Up to one hour of Web-hosted training for staff to use and administer Interactive Text Messaging</li> </ul> <p><i>*Photo message capture is available and counts as two messages per submitted photo. Messages not used in the period of performance will not carry over to the following year. Custom shortcodes, webhook configuration, and full read and write API access is available for an additional fee.</i></p> <p><i>Please note, SMS message count will be prorated if the subscription term is less than twelve (12) months.</i></p>
Custom Short Code - Setup and Configuration	<ul style="list-style-type: none"> <li>• Both obtaining and configuring a custom SMS short code for a single client and single account use.</li> <li>• Timeline for securing and provisioning each short code takes a minimum of 12 weeks and all approvals are at the discretion of SMS carriers.</li> </ul>
Interactive Text - Setup and Configuration	<p>Implementation includes:</p> <ul style="list-style-type: none"> <li>• Access to an implementation consultant for up to 90 days</li> <li>• Access to existing Web-based documentation around standard functions and capabilities</li> </ul>
Interactive Text - Online Training	<p>Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered by product experts via videoconferencing technology.</p>

Solution	Description
GXG Citizen Experience Services - Non-Recurring	Out of pocket expenses associated with planned media buy and creative development. Custom proposal attached to quote.

## TERMS & CONDITIONS

- The terms and conditions of the Agreement effective 9/30/2017 between Granicus and the State of Michigan are incorporated herein by reference.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Michigan Department of Education to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.

**BILLING INFORMATION**

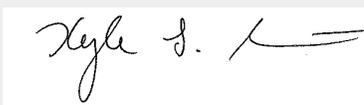
<b>Billing Contact:</b>	Sean Regan	<b>Purchase Order Required?</b>	<input checked="" type="checkbox"/> - No <input type="checkbox"/> - Yes
<b>Billing Phone:</b>	517-243-8459	<b>PO Number:</b> <i>If PO required</i>	
<b>Billing Email:</b>	regans@michigan.gov		

**If submitting a Purchase Order, please include the following language:**

*The pricing, terms, and conditions of quote Q-130912 dated 03/10/2021 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

**AGREEMENT AND ACCEPTANCE**

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Michigan Department of Education	
<b>Signature:</b>	
<b>Name:</b>	Kyle L. Guerrant
<b>Title:</b>	Deputy Superintendent, Finance and Operations
<b>Date:</b>	3/31/21

## Granicus Experience Group Services

The State of Michigan experienced a 42% drop in overall meal participation in September 2020 compared to September 2019. Michigan Department of Education (MI DOE) is seeking a statewide campaign to boost communications and drive free meal participation in all areas of the state.

Granicus understands MI DOE's goal is to make it easier for Michigan families to understand the benefits available to them and access free meals, particularly through the end of the school year. Granicus can work with MI DOE to assess the current state of their communications, gaining insight into their current processes, understanding current audience engagement and key strategy and technology optimization.

In addition to our Implementation Services, Granicus offers optional services from the Granicus Experience Group (GXG), our digital agency with a cross-functional team of strategists, analysts, communicators and Granicus technology experts ready to work as an extension of the MI DOE team, partnering with them to maximize govDelivery and transform their overall customer experience.

Granicus follows an agile, iterative, approach to their work, fusing insights from data, customer experience, technology, and communications experts throughout the phases of work. The Granicus team will work to extend MI DOE's current outreach efforts into highly relevant, personalized digital communications to meet the needs of their diverse stakeholders.

This SOW covers ongoing activities from strategy to creative development, outreach execution and performance reporting while leveraging Granicus technology. Granicus will be partnered with Weber Shandwick for the foundational creative, ad creative and paid media components, which are based on an assumption to run April - June. Activities include:

### GXG CITIZEN EXPERIENCE SERVICES

#### DISCOVER & PLAN

GXG will build a Strategic Blueprint to define success, align on a measurement plan, understand key audiences, and map ideal future-state journeys. Services include:

- **Project Kickoff.** Align on timeline, goals and deliverables.
- **Stakeholder Discovery.** Conduct up to one (1) two-hour discovery session with key stakeholders within the state. Conduct individual interviews of up to ten (10) stakeholders, partners, or constituents. To be determined at kickoff.
- **DELIVERABLE: Strategic Blueprint.** Informed by the Granicus research efforts, this guiding document maps an improved, future-state communications experience. Could include ideal future-state mapping for up to two (2) TMS use cases. The future-state recommendations in the blueprint include:
  - Up to eight (8) key audience personas
  - Up to eight (8) constituent journey maps
  - Up to eight (8) messaging frameworks
  - Performance benchmarks and plan for reporting
  - Strategic recommendations for account configuration to optimize results

## GXG CITIZEN EXPERIENCE SERVICES

### BUILD & LAUNCH

While building the Strategic Blueprint, GXG will identify quick wins for foundational communications. Services include:

- **Foundational Creative.**
  - Up to 1 Campaign Name and Logo
  - Up to 1 single page style guide
  - Up to 1 landing page design using on Granicus template layout
  - Up to 1 email design using on Granicus template layout
- **Audience Capture Strategy.** Develop creative assets and copy as needed for audience capture points, such as text-to-subscribe, website overlays, partner widgets, signup boxes, and Granicus Network promotions. Determine and implement online and offline capture points, including incorporating capture points into social media and other communications.
- **Segmentation Foundation.** Provide strategic recommendations and activate Questions functionality within govDelivery to begin gathering information about newly acquired subscribers, establishing a foundation for increased segmentation and personalization over time.

*Informed by the Strategic Blueprint, GXG will build and launch foundational communications, using best-in-class email and SMS practices to nurture audiences through multiple touchpoints.*

- **Ad Creative.**
  - Up to 1 creative concept for ad campaign content
  - Facebook and Instagram creative executions:
    - Up to 2 animated gif style videos (5-10 seconds), sized 1:1 for Feed with accompanying status copy
    - Up to 3 iterations of each video, adjustments to video and status copy
    - Up to 2 animated gif style videos (5-10 seconds), versioned from the Feed content for 9:16 Stories placement
    - Up to 2 templates for static image Facebook and Instagram social content that the client can use for ongoing organic
  - Up to 10 text search ads
- **Welcome Campaigns.** Make a good first impression with a series of customized messages to acquaint new subscribers with your mission. GXG will create a customized campaign plan to identify goals, audience, journey and content for up to three (3) customized Welcome Campaigns with up to three (3) messages per campaign.
- **Programmatic Campaigns.** Develop, execute and optimize up to eight (8) programmatic campaigns with up to three (3) messages per campaign. Could include ideal future-state mapping and content creation for up to two (2) TMS use cases. A campaign is defined as a series of more than two (2) messages with a shared goal and programmatic theme. These campaigns can be designed to be automated (drip) or manual.

*Welcome and Programmatic campaign services include:*

- Drafting messaging and content, including graphic design and sourcing stock imagery as needed
- Managing campaign setup within govDelivery
- Managing review and approval process
- Defining a message-testing process

### GXG CITIZEN EXPERIENCE SERVICES

- Develop branded message templates
- A/B testing the messages for maximum engagement
- Providing performance reports for each campaign
- **Paid Media.**
  - Up to 1 paid media plan targeting parents on Facebook, Instagram, and Search over a 6-week campaign
  - Social media handle counsel
  - Media placement setup
  - Ongoing campaign optimization
  - Up to 1 mid-campaign and Up to 1 final campaign report

*Sold as Firm Fixed Price (not Time & Materials). OTF, upfront payment.  
Assumes a 12-month level of effort (consecutive or nonconsecutive) to be completed within the contract period.  
Assumes client has or will soon procure govDelivery and Advanced Package.  
GXG staff are available during the hours of 9:00 a.m. – 5:00 p.m. ET, Monday through Friday (except for holidays).*

**Period of Performance: 12 months**

## High-Level Proposed Timeline

MONTH #	1	2	3	4	5	6	7	8	9	10	11	12
	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March
<b>DISCOVER &amp; PLAN</b>												
Project Kickoff												
Stakeholder Discovery												
Strategic Blueprint												
<b>BUILD &amp; LAUNCH</b>												
Foundational Creative												
Audience & Segmentation												
Ad Creative												
Welcome Campaigns												
Programmatic Campaigns												
Paid Media												
<b>MANGAE &amp; OPTIMIZE</b>												
Campaign Optimization												

**Notes:**  
 12-month Period of Performance  
 Timeline Assumes Contract close of April 1.  
 Timeline will adjust based on contract close date.





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

**CONTRACT CHANGE NOTICE**

Change Notice Number 12  
 to  
 Contract Number 071B7700199

<b>CONTRACTOR</b>	GRANICUS
	408 St. Peter Street , Suite 600
	St. Paul, MN 55102
	Jessica Yang
	720-892-0352
	jessica.yang@granicus.com
	CV0050480

<b>STATE</b>	<b>Program Manager</b>	Dana Justice	DTMB
		517-230-4704	
		JusticeD1@michigan.gov	
	<b>Contract Administrator</b>	Sean Regan	DTMB
		(517) 243-8459	
		regans@michigan.gov	

**CONTRACT SUMMARY**

DIGITAL COMMUNICATIONS - MASS TEXT MESSAGE SOLUTIONS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2022	5 - 1 Year	September 30, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

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**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$2,601,997.17	\$59,741.87	\$2,661,739.04

**DESCRIPTION**

Effective March 1, 2021, this contract is increased by \$59,741.87 for the below statement of work.  
 All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval and Administrative Board approval on March 30, 2021.

# Granicus Proposal for Michigan Department of Health and Human Services

## Granicus Contact

**Name:** Soubhik Das

**Phone:** (513) 716-4918

**Email:** soubhik.das@granicus.com

## Proposal Details

**Quote Number:** Q-127183

**Prepared On:** 2/10/2021

**Valid Through:** 2/27/2021

## Pricing

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

**Currency:** USD

**Period of Performance:** 3/1/2021 - 2/28/2022

## One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
GXG Citizen Experience Services - Non-Recurring	Up Front	1 Each	\$59,741.87
<b>SUBTOTAL:</b>			<b>\$59,741.87</b>

## Product Descriptions

Name	Description
<b>GXG Citizen Experience Services - Non-Recurring</b>	Ongoing consultative services from the GXG team of strategists, communicators, and analysts, providing custom consulting in support of your goals. Sold as Firm Fixed Price (not Time & Materials). Custom proposal attached to quote.

## Granicus Experience Group Services in Support of the MDHHS Foster Care

Since 2015, the Granicus Experience Group has been working in partnership with MDHHS Foster care to build a solid, and foundational outreach program. Over the years, the program has built an audience of 51,979 and has managed thematic campaigns that have driven engagement, awareness and interest in becoming a foster care parent.

We recommend kicking off our next period of performance by **developing a comprehensive strategic framework to guide our communications efforts** in 2021 and beyond. This will help us create messaging that more effectively addresses audience needs, pain points, and motivations along the journey to becoming a foster parent by refining, expanding and validating our audience understanding.

Granicus is the only multi-channel communications company with technology and services built exclusively for the public sector. Our platform of secure and connected technologies enables our government-only clients to better connect with the people they serve. Granicus understands that technology alone will not usher in this new approach. Human-centered strategies to fuel an agile, data-driven culture are also keys for adoption and success.

### WHY GXG

Granicus' cloud-based applications for civic engagement and online services connect and empower all levels of government to reach, serve and respond to the ever-changing needs and interests of the always-on, always-connected public. Granicus is the only multi-channel communications company with technology and services built exclusively for the public sector, trusted by more than 500,000 public servants across 4,500 agencies.

The Granicus Experience Group (GXG) is our in-house consultancy, a cross-functional team of strategists, analysts, communicators and Granicus technology experts. We leverage best-in-class human-centered practices and a design-thinking approach to help government agencies better connect with the people they serve.

GXG takes a consultative, collaborative approach to help our clients maximize the value they get out of the Granicus platform and develop strategic, human-centered experiences that inform, educate and compel people to take action.

*We discover better insights, build better experiences, and achieve better outcomes.*

## Proposed Inclusions in Support of MDHHS Foster Care

### ACTIVITIES & DELIVERABLES

#### DISCOVER & PLAN

GXG services will help you define a long-term strategy for better, more efficient, and more effective ways to collaborate and communicate. Our Strategic Blueprint will help you define success, align on a measurement plan, understand key audiences, map ideal future-state journeys, and consider how to tailor content. Services include:

- **Project Kickoff.** Align on timeline, goals and deliverables.
- **Stakeholder Discovery.** Conduct up to five (5) stakeholder interviews. Could include members of the audience and internal decision-makers.
- **Experience Center.** Facilitate up to one (1) two-hour collaborative virtual workshop with up to five (5) key stakeholders to inform the Strategic Blueprint. Through a series of design-thinking activities and discussion, Granicus will lead your team through our proven, four-step framework to experience planning. With a shared understanding of your goals and current state, Granicus will help you prioritize next steps, identifying immediate quick wins and strategies for long-term success.
- **Key Findings & Strategic Blueprint.** Informed by the Granicus research efforts, this guiding document maps an improved, future-state communications experience. The future-state recommendations in the blueprint includes up to three (3) strategy cards that consist of:
  - (1) key audience persona
  - (1) constituent journey map
  - (1) messaging framework

#### BUILD & LAUNCH

GXG will use its Strategic Blueprint to build and launch communications, using best-in-class email and SMS practices to nurture audiences through multiple touchpoints.

Services include:

- **Segmentation Foundation.** Provide strategic recommendations for Topic setup and using Questions functionality within govDelivery to gather information about subscribers, continuing building on segmentation and personalization over time.
- **Programmatic Campaigns.** Develop, execute and optimize up to six (6) programmatic campaigns with up to four (4) messages per campaign. Includes a customized campaign plan for each campaign to identify goal, audience, journey and content. A campaign is defined as a series of more than two (2) messages with a shared goal and programmatic theme. These campaigns can be designed to be automated (drip) or manual.

*Programmatic campaign services include:*

- Drafting messaging and content, including graphic design and sourcing stock imagery as needed
- Managing campaign setup within govDelivery
- Managing review and approval process
- Defining a message-testing process
- Develop branded message templates
- A/B testing the messages for maximum engagement
- Providing performance reports for each campaign

## ACTIVITIES & DELIVERABLES

- **Cross Promotional Partnerships.** Broker cross promotional partnerships with up to two (2) Michigan government organizations to engage with similar audiences subscribed to other relevant topics

### MANAGE & OPTIMIZE

- **Welcome Campaign.** GXG will manage and optimize the ongoing Welcome campaign and messages. Provide reporting and recommend ongoing enhancements
- **Featured Government Updates.** Continue to grow key audiences with managing presence in govDelivery Michigan Featured Government Updates

*Sold as Firm Fixed Price (not Time & Materials), OTF upfront payment.  
Assumes a 12-month level of effort to be completed within the contract period.*

Period of Performance: 12 months

GXG Services: **\$59,741.87**

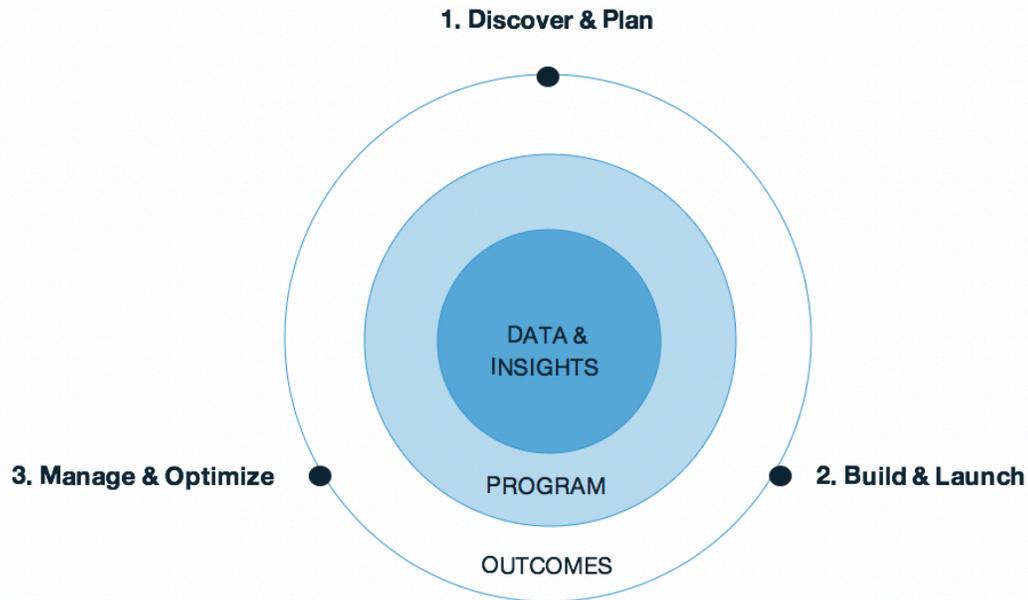
*A more detailed description of our approach follows:*

## THE GXG APPROACH

Our in-house team of strategists, analysts, communicators and Granicus technology experts will use best-in-class user research techniques to uncover insights about the people you want to reach and engage, then build more constituent-centric programs, content strategies, and overall customer experiences to drive better outcomes.

Our human-centered, data-driven approach will help you better understand your audiences and what they need or want to hear from you. We'll use this understanding to **sync your digital strategy with your customers' priorities**. Our unique approach breaks down departmental silos and brings together key stakeholders to align on a singular view of your customers and map out an experience that can achieve better outcomes.

GXG follows an agile, flexible, and repeatable process that fuels digital and organizational transformation year-over-year. We use data and insights to define an optimal communications experience, then we build and launch that experience, helping you mature your communications and programs over time. Our multi-disciplinary core team will work side-by-side with you, as an extension of your team, to achieve your vision and mission.



### 1. DISCOVER & PLAN

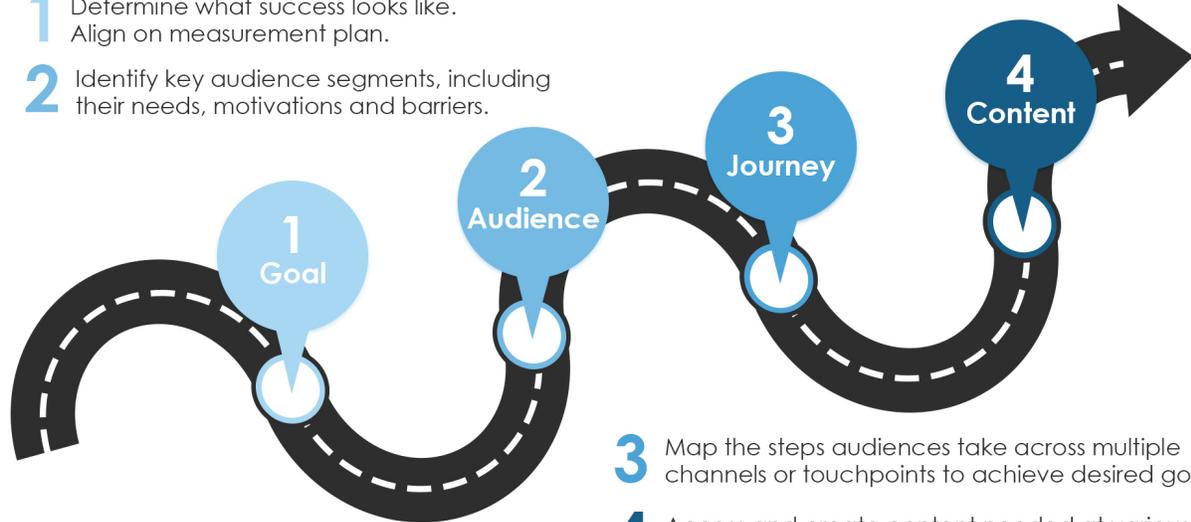
The path to building better customer experiences starts with robust data analytics and thoughtful research insights. Our discovery efforts are designed to foster internal alignment and collaboration. During our project kickoff, we will work with you to align on overall project goals and priorities. We will then interview and collaborate with key stakeholders to better understand current processes for employee and community engagement. We will dive into the content and data available to learn the current flow of communications.

Our proven framework starts with defining success and aligning on a measurement plan. Then understanding key audience segments, including their needs, motivations, behaviors or barriers. Journey maps will show the various touchpoints audiences have with your organization and communications, and our messaging framework will provide detailed direction about the content needed for each of those touchpoints.

We will work with you to identify the right metrics and KPIs to measure success at every stage of the customer journey, including each channel and piece of content. The plan will define key audience segments and inform how to tailor messages to these various audiences. Journey maps will show the various touchpoints audiences have with your communications, and our messaging framework will provide detailed direction about the content needed for each of those touchpoints.

## THE GXG FRAMEWORK

- 1 Determine what success looks like. Align on measurement plan.
- 2 Identify key audience segments, including their needs, motivations and barriers.



- 3 Map the steps audiences take across multiple channels or touchpoints to achieve desired goals.
- 4 Access and create content needed at various touchpoints and phases of the journey.

## 2. BUILD & LAUNCH

### Foundational and Programmatic Outreach

We will craft detailed campaign plans for your review and approval, documenting micro-goals, audience segments, measurement and testing plans, brand style considerations, and individual messages for each campaign. These plans ensure each campaign ladders up to the National Park Service's larger outreach goals and extends your engagement efforts into targeted outreach.

Our foundational programs include creating and delivering content for welcome, re-engagement and audience capture campaigns, ensuring we deliver the right content for the early steps in your stakeholders' journey.

Our programmatic campaigns will then use best-in-class email and SMS practices to nurture audiences through multiple touchpoints throughout this change initiative. And our team would provide NPS with ongoing, data-driven analysis about how staff are responding to or engaging with NPS campaigns and content.

## 3. MANAGE & OPTIMIZE

GXG services fuel digital and organizational transformation year-over-year through our agile, flexible, and repeatable process. We use data and insights to define an optimal communications experience, then we build and launch that experience, helping you mature your communications and programs over time. Our multi-disciplinary core team works side-by-side with you, as an extension of your team, to achieve your vision and mission.

GXG can provide strategic recommendations for gathering subscriber data, establishing a foundation for increased segmentation and personalization over time. Data-driven insights and

customized data reports would offer the National Park Service ongoing optimization opportunities, including A/B testing guidance, assistance and analysis (testing content, delivery timing, design, sender, etc.)

Successful digital initiatives require more than just the right technology. Organizations also need the right strategy and culture. GXG's custom Experience Center workshops are designed to solve your unique pain points and enable progress toward an achievable goal. GXG's team of strategic designers will facilitate virtual workshops with a series of design-thinking and brainstorming activities to foster alignment across various teams or departments. GXG can facilitate strategy workshops to enable ongoing cross-functional knowledge-sharing, problem-solving, program innovation, persona development, journey mapping, and message refinement.



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

**CONTRACT CHANGE NOTICE**

Change Notice Number 11  
 to  
 Contract Number 071B7700199

<b>CONTRACTOR</b>	GRANICUS
	408 St. Peter Street , Suite 600
	St. Paul, MN 55102
	Jessica Yang
	jessica.yang@granicus.com
	CV0050480

<b>STATE</b>	<b>Program Manager</b>	Dana Justice	DTMB
		517-230-4704	
		JusticeD1@michigan.gov	
	<b>Contract Administrator</b>	Sean Regan	DTMB
		(517) 243-8459	
		regans@michigan.gov	

**CONTRACT SUMMARY**

**DIGITAL COMMUNICATIONS - MASS TEXT MESSAGE SOLUTIONS**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2022	5 - 1 Year	September 30, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

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**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$2,580,770.72	\$21,226.45	\$2,601,997.17

**DESCRIPTION**

Effective December 14, 2020, for MEDC add-on services during FY2021. During the State of Michigan(SOM)'s 2021 fiscal year, Michigan Economic Development Corporation (MEDC) intends to use "GovDelivery - Managed Services", which is an add-on service available in the Granicus/GovDelivery contract #071B7700199.

Within the scope of this addition, the services provided to MEDC by Vendor Granicus include but are not limited to:

- .Design Official Travel Newsletter (twice per month)
- .Design Featured Deals Travel Newsletter (once per month)
- .Fall Colors e-Blast (weekly Sept/Oct)
- .Granicus graphic design experts create the bulletin templates, send preview test emails to client, and perform multiple rounds of content edits and testing.
- .Ongoing Template creation and adjustments
- .Assist in one-off design Templates (content and image edits)

The option to renew this service aligns with SOM's fiscal year. MEDC evaluates their need for renewal annually.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB			

# Granicus Proposal for Michigan Economic Development Corporation

## Granicus Contact

**Name:** Hanna Larson

**Phone:** 6517267314

**Email:** hanna.larson@granicus.com

## Proposal Details

**Quote Number:** Q-108543

**Prepared On:** 6/30/2020

**Valid Through:** 11/13/2020

## Pricing

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

**Currency:** USD

**Current Subscription End Date:** 9/30/2020

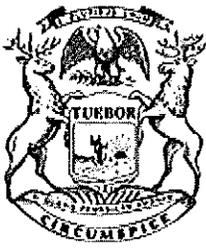
**Period of Performance:** 10/1/2020 - 9/30/2021

## Domains Included for the Communications Cloud

The subscription includes the following domain(s) and subdomain(s): [www.themedc.org](http://www.themedc.org)

## Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
GD - Content Management	Annual	1 Each	\$21,226.45
<b>SUBTOTAL:</b>			<b>\$21,226.45</b>



**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 10  
 to  
 Contract Number 071B7700199

<b>CONTRACTOR</b>	GRANICUS
	408 St. Peter Street , Suite 600
	St. Paul, MN 55102
	Cale Brakke
	720-892-0352
	cale.brakke@granicus.com
CV0050480	

<b>STATE</b>	Program Manager	Dana Justice	DTMB
		517-230-4704	
	JusticeD1@michigan.gov		
	Contract Administrator	Mike Breen	DTMB
		(517) 249-0428	
		breenm@michigan.gov	

CONTRACT SUMMARY				
DIGITAL COMMUNICATIONS - MASS TEXT MESSAGE SOLUTIONS				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 30, 2017	September 30, 2022	5 - 1 Year	September 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
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				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,525,770.72	\$55,000.00	\$2,580,770.72		
DESCRIPTION				
Effective with mutual signature the contract is amended to add funding (\$55,000) for Digital Engagement Service and Interactive Text (see attached SOW) as permitted by the contract. All other terms and conditions remain the same.				

Program Managers  
for  
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB			



GRANICUS

Interactive Text and  
Granicus Experience Group  
Proposal

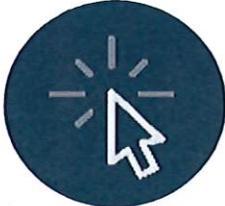
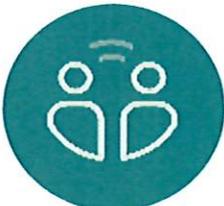
Presented to the

**Michigan Department of  
Human Services Foster Care**



Granicus provides technology that empowers government organizations to create better lives for the people they serve. By offering the industry's leading cloud-based solutions for communications, meeting and agenda management, and digital services to more than 4,000 public-sector organizations, Granicus helps turn government missions into quantifiable realities. Granicus products connect more than 175 million people, creating a powerful network to enhance government transparency and citizen engagement. By optimizing decision-making processes, Granicus strives to help government realize better outcomes and have a greater impact for the citizens they serve. As shown in the chart below, Granicus employs a number of effective strategies needed in order for Michigan Department of Human Services Foster Care (MDHHS) to inform and engage its audiences.

Granicus' GovDelivery Suite is the only digital communications platform exclusively for government.

Promote & Transform Services	Enhance Public Awareness	Improve Citizen Involvement
<p>Accelerate and streamline usage of your services. More purchases, enrollments and attendees require embracing the digital world. Communications form an essential part of a winning strategy.</p> 	<p>Inform and engage your audience to drive changes in behavior. Public awareness is about more than just distributing news. It's about getting the right information to the right audience at the right time.</p> 	<p>People volunteer, participate and donate. It's not just about more involvement, it's about involving people in a way that improves the work you do for citizens.</p> 

Granicus manages billions of communications every quarter on behalf of clients, ranging from the largest national agencies to small local parks. More than 100 state and local governments in the Central United States utilize Granicus to deliver reliable communications to their audiences.

Every level of government succeeds with Granicus.



Federal Government

Granicus serves more than half of the United States Federal Agencies, along with nearly all Federal Cabinet departments.



State Government

More than 40 states across the United States rely on Granicus technology, services, and solutions to share information with local citizens.



Local Government

Granicus works with hundreds of local governments to help them improve communications and engagements in their communities.

## Interactive Text Messaging

Public sector organizations, including MDHHS, face the challenge of engaging its audiences while dealing with significant resource constraints. While 90% of Americans have a mobile device, 42% of those mobile users don't have a smartphone with internet access, however, they all can send and receive text messages. Where ad campaigns, websites, and social media fall short, Interactive Text Messaging fills in the gaps. MDHHS can utilize Interactive Text Messaging to better reach its audiences, including low-income, diverse, and under-served groups. MDHHS can benefit from using Interactive Text Messaging to conduct ongoing polls with the public, to enhance and augment existing public engagement efforts, and to drive utilization and action among its audiences.



More people have access to text on a mobile device than any other communication channel. The more voices that are represented, the more diverse the perspectives.



With a 97% read rate within 15 minutes of sending and an average open-ended response of 2.5 sentences, text messaging is clear and actionable.



Get more responses with simplicity and convenience for participants. People read and respond to text messages while they're waiting for the bus or walking down the street.



Text messaging is everywhere and it's not going away. As communications get more fragmented, text messaging lets MDHHS keep pace by communicating where people are.

- **Survey:** Get actionable feedback with surveys and polls. Invite anyone to text in and receive concise, valuable feedback in 5-8 questions.
- **Recruit and Enroll:** Recruit and enroll program participants on the spot. Audiences can text their phone numbers anywhere they live, work, and play.
- **Teach:** Send tips or exercises by text. Persistent, bite-sized education influences behavior change.
- **Notify and Remind:** Notify or remind audiences about programs, events, or appointments. From improving event or appointment attendance, or customer service, reminders drive action.

<b>Interactive Text Messaging</b>	
<b>Annual Inclusions</b>	<b>Level of Support</b>
Interactive Text Message Account	1 Account
Account setup and configuration	Provided
2-way interactive text message management and delivery via GovDelivery Suite	Provided
SMS messages per year from a short code within the U.S. (international numbers not supported) for use with the Interactive Text Messaging Platform. Messages not used in the current term do not roll into the next term.	30,000
Dashboard with automated, real-time reporting, and webhook access	Unlimited
Campaigns	Unlimited
Advanced skip logic, photo messaging, and voicemail	Provided
Training of MDHHS staff to use and administer Interactive Text Messaging	1 Hour
Custom shortcodes, webhook configuration, full read and write API access	<i>Available at an additional cost</i>

## **Granicus Experience Group**

Since 2015, Granicus have been in a continuous, close partnership with MDHHS to increase the amount of potential Michigan foster care parents and grow MDHHS's reach to Michigan residents interested in information on foster care and adoption. In that time, Granicus has been able to grow the audience by more than 45,000 subscribers. Well over 2 million messages have been sent, and where before there was a lack of communication, there is now a detailed, strategic approach to the method behind these messages.

In the last year alone, Granicus has delivered over 400,000 messages promoting foster care and adoption to Michigan families. These messages sustain high engagement, with a 25.3% Open Rate and 3% Click Rate.

In this new iteration of Granicus Experience Group with MDHHS, called Phase 5, Granicus builds upon lessons learned and established best practices to achieve a higher level of success. Through Phase 5, Granicus aims to take these lessons learned even further, utilizing audience segmentation to further engage relevant subscribers and provide the most strategic campaign yet. To accomplish this, Granicus provides a comprehensive and customized suite of services to help MDHHS increase engagement with key foster care resources, expand its audience of potential Michigan foster care parents, and empower subscribers to learn more about how they can help change a child's life forever.

The team of Granicus experts is prepared to serve as an extension of MDHHS staff and in coordination with MDHHS's existing relationships with public relations or marketing firms.

## **Digital Strategy**

Granicus' proven approach to outreach starts with assessing the digital landscape, previous outreach efforts and goals of future engagement initiatives. The team of dedicated professionals will create a holistic digital communications plan and editorial calendar for MDHHS aligned with priority outreach initiatives and dates, as identified in the initial strategy-development stage. Our team will:

- Develop one holistic, integrated digital communication strategy to include coordination between digital channels
- Create and manage one editorial calendar with events, milestones, and campaigns to outline the pulse of outreach with audiences by channel
- Deliver up to four (4) comprehensive custom campaign performance reporting metrics on engagement activity that includes lessons learned from A/B message testing and recommendations for improving future public outreach
- Deliver one project plan and one final project report

### Audience Acceleration

Granicus offers exclusive services to dramatically accelerate MDHHS's audience acquisition efforts and directly connect with individuals on an ongoing basis. MDHHS will be able to leverage Granicus' network of clients and digital strategies to grow its audience of potential and existing Michigan foster parents.

Our team will:

- Grow MDHHS's "Foster Care and Adoption" subscription topic with a target of 5,000 additional new subscribers via email and/or SMS
- Broker cross promotional partnerships with up to two (2) Michigan government organizations to engage with similar audiences subscribed to other relevant topics
- Promote Foster Care updates in the Michigan Featured Government Updates section of the GranicusNetwork

### Digital Campaign Management

GXG Digital Campaign Management will provide customized communications and outreach initiatives that drive target audiences to action through customized welcome campaigns for audiences to introduce new resources, reengagement campaigns to activate existing audiences, and message-testing strategies to establish behavior patterns among audience segments. Granicus will provide email and text message campaigns around initiatives, such as the Foster Care Navigator program, Foster Care Awareness Month, MDHHS Interactive Text Surveys, and resources available to existing or potential foster care parents. Our team will:

- Create compelling and tailored messaging deployed via email and SMS for up to four (4) public outreach campaigns. Each campaign includes:
  - Up to four (4) targeted messages which includes audience segmentation for targeted engagement and customized messaging
  - Performance of comprehensive A/B message testing to maximize engagement with up to three (3) A/B tests
- Management of one (1) evergreen Welcome message series that will be sent on a weekly basis to new "Foster Care and Adoption" subscribers
- Promotion of MDHHS Interactive Text Surveys for up to six (6) months for the project's period of performance.
- Detailed reporting and analysis on campaign performance

## Project Process and Estimated Timeline

Having driven thousands of initiatives across a broad spectrum of government organizations, no one understands how to get results better than we do. Granicus has a proven process informing an estimated project trajectory to define deliverables and ensure successful outcomes. Timelines and deliverables are subject to adjustment upon completion of initial project kick-off and discovery phase.

Below is an estimated project timeline based on a twelve (12) month Period of Performance beginning March 1, 2020:

	Mar. '20	Apr. '20	May '20	Jun. '20	Jul. '20	Aug. '20	Sept. '20	Oct. '20	Nov. '20	Dec. '20	Jan. '21	Feb. '21
<b>PROJECT MANAGEMENT</b>												
Kickoff & Discovery												
Establish roles and responsibilities												
Outline goals and success metrics												
Incorporate and adjust to program initiatives												
<b>DIGITAL STRATEGY</b>												
Craft Communications Strategy												
Create editorial calendar												
Deliver campaign reports and analysis												
Final report and recommendations												
<b>AUDIENCE ACCELERATION</b>												
Identify potential partners												
Execute cross promotional campaign												
Promote in Michigan Featured Gov't Updates												
Capture audience via digital tools												
<b>DIGITAL CAMPAIGN MANAGEMENT (Timing and campaign cadence TBD)</b>												
Welcome Campaign												
Campaign 1												
Campaign 2												
Campaign 3												
Campaign 4												
<b>INTERACTIVE TEXT</b>												
Planning and set up												
Implementation and testing												
Execution and management												



**Period of Performance:** March 1, 2020 through February 28, 2021.

**Procurement Method:** Final pricing is dependent upon the procurement vehicle MDHHS selects.

**Overview of GXG Citizen Experience Services**

- Digital Engagement Strategy
  - One (1) Holistic Communication Strategy and Editorial Calendar
  - Up to four (4) Campaign Performance Analysis Reports
  - One (1) Project Plan and Final Project
  
- Audience Acceleration
  - Target up to 5,000 new subscribers via email or SMS
  - Up to two (2) Michigan Cross Promotion Partners
  - Promote Foster Care updates in the Michigan Featured Government Updates section of the Granicus Network
  
- Digital Campaign Management
  - Up to four (4) public outreach campaigns deployed via email and SMS with audience segmentation for impactful messaging. Each campaign may include:
    - Up to four (4) targeted messages
    - Up to three (3) comprehensive A/B tests
  - One (1) evergreen Welcome message series
  - Up to six (6) months of Interactive Text Messaging promotion

**Pricing and Payment Information**

Solution Proposed	Annual Fee	One Time Fee	Total
Interactive Text Messaging	\$8,774.48	\$0.00	\$8,774.48
GXG Citizen Experience Services - Non-Recurring	\$0.00	\$46,225.52	\$46,225.52
<b>Total</b>	<b>\$8,774.48</b>	<b>\$46,225.52</b>	<b>\$55,000.00</b>

- All fees are due at the beginning of the Period of Performance. Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The pricing and terms of this proposal are valid through February 28th, 2020.
- The terms and conditions set forth in the State of Michigan Enterprise Agreement effective 10/1/2017 are incorporated herein by reference.
- In order to keep to the desired project schedule, MDHHS will make available one dedicated Point-of-Contact (POC), on behalf of the project, to provide all final approvals, participate in deliverable reviews and acceptance, managing project communication.
- Any material reviews and approvals will be returned to Granicus within the number of business days, and rounds of iterations, outlined and agreed to in the project kick off meeting. Failure to provide approvals in the agreed-upon timeframe will result in an adjustment to the project schedule and may occur additional costs.
- Granicus project staff are available during the hours of 9:00 a.m. – 5:00 p.m. PT Monday through Friday (except for holidays).

By signing this proposal, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

**Michigan Department of Human Services Foster Care**

**Billing Information**

Signature:

---

Contact Name:

---

Name:

---

Phone Number:

---

Title:

---

Email:

---

Date:

---

Billing Address:

---



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

**CONTRACT CHANGE NOTICE**

Change Notice Number 9  
 to  
 Contract Number 071B7700199

<b>CONTRACTOR</b>	GRANICUS
	408 St. Peter Street , Suite 600
	St. Paul, MN 55102
	Cale Brakke
	720-892-0352
	cale.brakke@granicus.com
	CV0050480

<b>STATE</b>	Dana Justice	DTMB
	517-230-4704	
	JusticeD1@michigan.gov	
	Mike Breen	DTMB
	(517) 249-0428	
	breenm@michigan.gov	

CONTRACT SUMMARY				
<b>DIGITAL COMMUNICATIONS - MASS TEXT MESSAGE SOLUTIONS</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE - FUTURE	
September 30, 2017	September 30, 2022	5 - 1 Year	September 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
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 REQUIREMENT				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	RE-VIEW/EXPIR. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,513,270.72	\$12,500.00	\$2,525,770.72		
DESCRIPTION				
Effective with mutual signature the contract is amended to add funds (\$12,500.00) per attachment for MSP (up to 1,000,000 additional SMS per year). All other terms and conditions remain the same.				

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

AGENCY	NAME	TITLE	PHONE
DTMB			



## Granicus Proposal for Michigan

### Granicus Contact

**Name:** Soubhik Das

**Phone:** +1 5137164918

**Email:** soubhik.das@granicus.com

### Proposal Details

**Quote Number:** Q-79489

**Prepared On:** 9/24/2019

**Valid Through:** 10/15/2019

### Pricing

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

**Currency:** USD

**Period of Performance:** 10/1/2019 - 9/30/2020

### Annual Fees for New Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
SMS <i>(Up to 1,000,000 additional SMS per year)</i>	Annual	1 Each	\$12,500.00
Michigan State Police		<b>SUBTOTAL:</b>	<b>\$12,500.00</b>



## Product Descriptions

Name	Description
<b>SMS</b> <i>(Up to 1,000,000 additional SMS per year)</i>	<p>On average, the Cloud provides access to up to 100,000 SMS/text messages per year from a shared short code within the United States. The client can deliver messages directly to the public and provide an enhanced direct communications channel for priority alerts by purchasing additional SMS/text messages. Additional SMS/Text Messaging includes:</p> <ul style="list-style-type: none"><li>▪ Access to the selected volume of additional SMS/text messages per year from a shared short code within the United States*</li><li>▪ Use of responsively designed sign-up pages that allow the public to subscribe to communication updates from various devices</li></ul>

*\*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year.*



GRANICUS

**Terms and Conditions**

- The Terms and Conditions set forth in Contract 071B7700199, effective 10/1/17 are incorporated herein by reference.



**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 8  
 to  
 Contract Number 071B7700199

<b>CONTRACTOR</b>	GRANICUS	<b>STATE</b>	Dana Justice	DTMB
	408 St. Peter Street , Suite 600		517-230-4704	
	St. Paul, MN 55102		JusticeD1@michigan.gov	
	Cale Brakke		Mike Breen	DTMB
	720-892-0352		(517) 249-0428	
	cale.brakke@granicus.com		breenm@michigan.gov	
CV0050480				

CONTRACT SUMMARY				
<b>DIGITAL COMMUNICATIONS - MASS TEXT MESSAGE SOLUTIONS</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABILITY PERIOD (S)	EXPIRATION DATE BEFORE	
September 30, 2017	September 30, 2022	5 - 1 Year	September 30, 2022	
PAYMENT TERMS		DELIVERY/DIMENSION		
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				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXPIRATION DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED/AGGREGATE CONTRACT VALUE		
\$2,492,662.52	\$20,608.20	\$2,513,270.72		
DESCRIPTION				
Effective with mutual signature the contract is amended for MDEC add-on services of Gov Delivery: Services include: Official Travel Newsletter design (2x/month), Featured Deals Travel Newsletter design (Once/month), Fall Colors e-Blast (weekly Sept/Oct), test emails, bulleting templates, edits, on-going template creation and adjustments. (attached document) All other terms and conditions remain the same.				





## Granicus Proposal for Michigan Economic Development Corporation

### Granicus Contact

Name: Cale Brakke

Phone: (720) 892-0352

Email: cale.brakke@granicus.com

### Proposal Details

Quote Number: Q-71813

Prepared On: 6/18/2019

Valid Through: 10/31/2019

### Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Current Subscription End Date: 9/30/2019

Period of Performance: 10/1/2019 - 9/30/2020

### Domains Included for the Communications Cloud

The subscription includes the following domain(s) and subdomain(s): [www.themedc.org](http://www.themedc.org)

### Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
GovDelivery - Managed Services	Annual	1 Each	\$20,608.20
		<b>SUBTOTAL:</b>	<b>\$20,608.20</b>



- **Detailed SOW:**

- Design Official Travel Newsletter (twice per month)
- Design Featured Deals Travel Newsletter (once per month)
- Fall Colors e-Blast (weekly Sept/Oct)
- Granicus graphic design experts create the bulletin templates, send preview test emails to client, and perform multiple rounds of content edits and testing.
- Ongoing Template creation and adjustments
- Assist in one-off design Templates (content and image edits)



**Terms and Conditions**

- **The Terms and Conditions set forth in Contract 071B7700199, effective 10/1/2017 are incorporated herein by reference.**

**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 7  
to  
Contract Number 071B7700199

<b>CONTRACTOR</b>	GRANICUS
	408 St. Peter Street , Suite 600
	St. Paul, MN 55102
	Cale Brakke
	720-892-0352
	cale.brakke@granicus.com
	CV0050480

<b>STATE</b>	Program Manager	Dana Justice	DTMB
		517-230-4704	
		JusticeD1@michigan.gov	
	Contract Administrator	Mike Breen	DTMB
		(517) 249-0428	
		breenm@michigan.gov	

CONTRACT SUMMARY				
<b>DIGITAL COMMUNICATIONS SAAS SYSTEM</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 30, 2017	September 30, 2022	5 - 1 Year	September 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
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				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,492,662.52	\$0.00	\$2,492,662.52		
DESCRIPTION				
Effective with mutual signature the attached documents are amended/added to the contract. All other terms and conditions remain the same.				

Program Managers  
for  
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB			

## Granicus Proposal for Michigan

### Granicus Contact

Name: Soubhik Das

Phone: +1 5137164918

Email: soubhik.das@granicus.com

### Proposal Details

Quote Number: Q-68873

Prepared On: 5/28/2019

Valid Through: 7/22/2019

### Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

### Annual Fees for New Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
SMS <i>(Up to 1,000,000 additional SMS per year)</i>	Annual	1 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$0.00</b>

*Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.*

**Product Descriptions**

Name	Description
SMS <i>(Up to 1,000,000 additional SMS per year)</i>	<p>On average, the Cloud provides access to up to 100,000 SMS/text messages per year from a shared short code within the United States. The client can deliver messages directly to the public and provide an enhanced direct communications channel for priority alerts by purchasing additional SMS/text messages. Additional SMS/Text Messaging includes:</p> <ul style="list-style-type: none"><li>• Access to the selected volume of additional SMS/text messages per year from a shared short code within the United States*</li><li>• Use of responsively designed sign-up pages that allow the public to subscribe to communication updates from various devices</li></ul>

*\*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year.*

## Terms and Conditions

- The terms and conditions set forth in the Agreement effective 10/1/2017 are incorporated herein by reference.
- Link to Terms: [https://granicus.com/pdfs/Master\\_Subscription\\_Agreement.pdf](https://granicus.com/pdfs/Master_Subscription_Agreement.pdf)
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Michigan to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-68873 dated 5/28/2019 are incorporated into this Purchase Order by reference.
- Granicus Communications Suite Subscriber Information.
  - Data provided by the client and contact information gathered through the client's own web properties or activities will remain the property of the client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the client, unless required by law.
  - Granicus shall: (l) not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- Data obtained through the Granicus Advanced Network.
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the client is under an active subscription with Granicus. Network Subscribers will not transfer to the client upon termination of any Granicus Order, SOW, or Exhibit. The client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the client's subscription, the client may send an opt-in email to Network Subscribers that shall include an explanation of the client's relationship with Granicus terminating and that the Network Subscribers may visit the client's website to subscribe to further updates from the client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the client upon termination.

**Agreement and Acceptance**

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

**Billing Information**

Name:

Phone:

Email:

Address:

**Michigan**

Signature:

Name:

Title:

Date:

Targeted Messaging	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Notes
One-time fee	\$ 7,000.00	-	-	-	-	-	-	-	-	-	
Set Up Fee for up to 25,000 Messages											
Targeted Messaging	\$ 1,014.05	\$ 1,014.05	\$ 1,014.05	\$ 1,014.05	\$ 1,014.05	\$ 1,014.05	\$ 1,014.05	\$ 1,014.05	\$ 1,014.05	\$ 1,014.05	Messages not used in the current annual term do not roll over to the next term
Annual Fee											
Targeted Messaging	\$ 7,000.00	-	-	-	-	-	-	-	-	-	
Set Up Fee for up to 50,000 Messages											
Targeted Messaging	\$ 2,028.09	\$ 2,028.09	\$ 2,028.09	\$ 2,028.09	\$ 2,028.09	\$ 2,028.09	\$ 2,028.09	\$ 2,028.09	\$ 2,028.09	\$ 2,028.09	Messages not used in the current annual term do not roll over to the next term
Annual Fee											
Targeted Messaging	\$ 7,000.00	-	-	-	-	-	-	-	-	-	
Set Up Fee for up to 100,000 Messages											
Targeted Messaging	\$ 4,056.18	\$ 4,056.18	\$ 4,056.18	\$ 4,056.18	\$ 4,056.18	\$ 4,056.18	\$ 4,056.18	\$ 4,056.18	\$ 4,056.18	\$ 4,056.18	Messages not used in the current annual term do not roll over to the next term
Annual Fee											
Targeted Messaging	\$ 8,000.00	-	-	-	-	-	-	-	-	-	
Set Up Fee for up to 250,000 Messages											
Targeted Messaging	\$ 10,140.45	\$ 10,140.45	\$ 10,140.45	\$ 10,140.45	\$ 10,140.45	\$ 10,140.45	\$ 10,140.45	\$ 10,140.45	\$ 10,140.45	\$ 10,140.45	Messages not used in the current annual term do not roll over to the next term
Annual Fee											
Targeted Messaging	\$ 10,000.00	-	-	-	-	-	-	-	-	-	
Set Up Fee for up to 500,000 Messages											
Targeted Messaging	\$ 20,280.90	\$ 20,280.90	\$ 20,280.90	\$ 20,280.90	\$ 20,280.90	\$ 20,280.90	\$ 20,280.90	\$ 20,280.90	\$ 20,280.90	\$ 20,280.90	Messages not used in the current annual term do not roll over to the next term
Annual Fee											
Targeted Messaging	\$ 10,000.00	-	-	-	-	-	-	-	-	-	
Set Up Fee for up to 1,000,000 Messages											
Targeted Messaging	\$ 23,859.96	\$ 23,859.96	\$ 23,859.96	\$ 23,859.96	\$ 23,859.96	\$ 23,859.96	\$ 23,859.96	\$ 23,859.96	\$ 23,859.96	\$ 23,859.96	Messages not used in the current annual term do not roll over to the next term
Annual Fee											
Targeted Messaging	\$ 26,000.00	-	-	-	-	-	-	-	-	-	
Set Up Fee for up to 5,000,000 Messages											
Targeted Messaging	\$ 64,500.00	\$ 64,500.00	\$ 64,500.00	\$ 64,500.00	\$ 64,500.00	\$ 64,500.00	\$ 64,500.00	\$ 64,500.00	\$ 64,500.00	\$ 64,500.00	Messages not used in the current annual term do not roll over to the next term
Annual Fee											
Targeted Messaging	\$ 34,000.00	-	-	-	-	-	-	-	-	-	
Set Up Fee for up to 10,000,000 Messages											
Targeted Messaging	\$ 88,900.00	\$ 88,900.00	\$ 88,900.00	\$ 88,900.00	\$ 88,900.00	\$ 88,900.00	\$ 88,900.00	\$ 88,900.00	\$ 88,900.00	\$ 88,900.00	Messages not used in the current annual term do not roll over to the next term
Annual Fee											
Targeted Messaging	\$ 42,000.00	-	-	-	-	-	-	-	-	-	
Set Up Fee for up to 15,000,000 Messages											
Targeted Messaging	\$ 115,875.00	\$ 115,875.00	\$ 115,875.00	\$ 115,875.00	\$ 115,875.00	\$ 115,875.00	\$ 115,875.00	\$ 115,875.00	\$ 115,875.00	\$ 115,875.00	Messages not used in the current annual term do not roll over to the next term
Annual Fee											
Targeted Messaging	\$ 60,000.00	-	-	-	-	-	-	-	-	-	
Set Up Fee for up to 25,000,000 Messages											
Targeted Messaging	\$ 178,750.00	\$ 178,750.00	\$ 178,750.00	\$ 178,750.00	\$ 178,750.00	\$ 178,750.00	\$ 178,750.00	\$ 178,750.00	\$ 178,750.00	\$ 178,750.00	Messages not used in the current annual term do not roll over to the next term
Annual Fee											
Targeted Messaging	\$ 178,750.00	\$ 178,750.00	\$ 178,750.00	\$ 178,750.00	\$ 178,750.00	\$ 178,750.00	\$ 178,750.00	\$ 178,750.00	\$ 178,750.00	\$ 178,750.00	Messages not used in the current annual term do not roll over to the next term





**SMS Text Message & Targeted Messaging Service Pricing Model for the State of Michigan**

Included in this document is our new pricing model in support of the State of Michigan for both SMS text messaging and our Targeted Messaging Module. We gained approval from our Executive Team to pass this new pricing model to the State based on our long-standing partnership with Michigan to help alleviate pain surrounding budgeting for SMS, and to provide greater clarity to agencies as their usage of SMS text messaging increases to better serve certain populations.

We agree to honor the new pricing tier for the current period of performance to add an additional (1) million SMS messages during the current term. Renewal is subject to scoping the necessary volume for the next period of performance and will be priced according to the volume tiers listed above. Any overages that may occur prior to the end of the contract are subject to true up as an off-cycle contract and invoice.

**SMS Text Messaging Pricing**

<b>Tier</b>	<b>Total Price</b>
Tier 25k	\$900
Tier 50k	\$1,700
Tier 100k	\$3,000
Tier 250k	\$6,250
Tier 500k	\$10,000
Tier 1M	\$12,500
Tier 5M	\$50,000
Tier 10M	\$80,000
Tier 15M	\$105,000
Tier 25M+	\$150,000

**Targeted Messaging Service inclusions: Automated Personalized Messaging**

Targeted Messaging Service uses secure APIs to pair Communications Cloud, the Granicus digital communication platform, with additional information sources to deliver personalized communication - like notices, updates and reminders - via email, voice or text message to large groups of people. Although automated en masse, messages reach audience members



separately, creating an individualized and credible notice or call to action. Along with a robust, secure and scalable infrastructure, the automated messaging solution offers customizable formatting, delivery tracking and information reporting.

Targeted Messaging Service saves printing, postage and employee costs and helps generate revenue through fewer missed appointments, more on-time bill payments and fewer lapsed benefits and licenses. Ultimately, this Communications Cloud feature allows government agencies to individually connect with constituents with personalized information and calls to action.

We recommend the inclusion of Targeted Messaging Service in your current contract in the event programs have a need to adopt this integration in future periods of performance. The tables below represent the volume-based pricing for Targeted Messaging Service, and the set-up and configuration price based for development against our API.

**Targeted Messaging Service**

Tier	Total Price
Tier 25k	\$1,014.05
Tier 50k	\$2,028.09
Tier 100k	\$4,056.18
Tier 250k	\$10,140.45
Tier 500k	\$20,280.90
Tier 1M	\$23,859.96
Tier 5M	\$64,500.00
Tier 10M	\$88,900.00
Tier 15M	\$115,875.00
Tier 25M+	\$178,750.00

One-time fee	
Tier 25k	\$7,000.00
Tier 50k	\$7,000.00
Tier 100k	\$7,000.00
Tier 250k	\$8,000.00
Tier 500k	\$10,000.00
Tier 1M	\$10,000.00
Tier 5M	\$26,000.00
Tier 10M	\$34,000.00
Tier 15M	\$42,000.00
Tier 25M+	\$60,000.00

If you have any questions or concerns, please contact Shomo Das (Soubhik.Das@Granicus.com) and/or Kelda Stetson.

All my best,

**Kelda Stetson**  
Vice President, State  
[Kelda.Stetson@Granicus.com](mailto:Kelda.Stetson@Granicus.com)  
(202) 407-7423

**WASHINGTON D.C.**  
1152 15th Street NW, Suite 800  
Washington, DC 20005  
202.407.7500

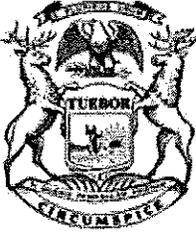
**DENVER**  
707 17th Street, Suite 4000  
Denver, CO 80202  
720.240.9586

**SAINT PAUL**  
408 St. Peter St, Suite 600  
Saint Paul, MN 55102  
651.726.7309

**U.K.**  
The Beehive, City Place,  
Gatwick, RH6 0PA  
0800.032.5769

**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 071B7700199

<b>CONTRACTOR</b>	GRANICUS
	408 St. Peter Street , Suite 600
	St. Paul, MN 55102
	Cale Brakke
	720-892-0352
	cale.brakke@granicus.com
	CV0050480

<b>STATE</b>	Program Manager	Dana Justice	
	Contract Administrator	517-230-4704	
		JusticeD1@michigan.gov	
		Mike Breen	DTMB
		(517) 249-0428	
		breenm@michigan.gov	

**CONTRACT SUMMARY**

**DIGITAL COMMUNICATIONS SAAS SYSTEM**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2022	5 - 1 Year	September 30, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

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

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$2,485,824.16	\$6,838.36	\$2,492,662.52

**DESCRIPTION**

Effective with mutual signature the contract is amended to add \$6,838.36 of funding to support a pro-rated Custom Short Code services as per attachment. All other terms and conditions remain the same.

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

AGENCY	NAME	PHONE	EMAIL
DTMB-IT			

# Granicus Proposal for Michigan Department of Technology, Management & Budget -eMichigan

## Granicus Contact

**Name:** Cale Brakke  
**Phone:** (720) 892-0352  
**Email:** cale.brakke@granicus.com

## Proposal Details

**Quote Number:** Q-47965  
**Prepared On:** 5/13/2019  
**Valid Through:** 5/28/2019

## Pricing

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Currency:** USD  
**Current Subscription End Date:** 1/14/2019  
**Period of Performance:** 1/15/2019 - 5/31/19

## Annual Fees for Renewing Subscriptions

Solution	Period of Performance	Billing Frequency	Quantity/Unit	Annual Fee	Prorated Fee
Custom Short Code	1/15/2019 to 5/31/2019	Annual	1 Each	\$18,000.01	\$6,838.36
<b>SUBTOTAL:</b>				<b>\$18,000.01</b>	<b>\$6,838.36</b>

**Product Descriptions**

Name	Description
Custom Short Code	Purchase of a custom short code for Communications Cloud.



## Terms and Conditions

- Link to Terms: [https://granicus.com/pdfs/Master\\_Subscription\\_Agreement.pdf](https://granicus.com/pdfs/Master_Subscription_Agreement.pdf)
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Michigan Department of Technology, Management & Budget -eMichigan to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-47965 dated 5/13/2019 are incorporated into this Purchase Order by reference.
- Granicus Communications Suite Subscriber Information.
  - Data provided by the client and contact information gathered through the client's own web properties or activities will remain the property of the client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the client, unless required by law.
  - Granicus shall: (i) not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- Data obtained through the Granicus Advanced Network.
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the client is under an active subscription with Granicus. Network Subscribers will not transfer to the client upon termination of any Granicus Order, SOW, or Exhibit. The client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-in. During the last 10 calendar days of the client's subscription, the client may send an opt-in email to Network Subscribers that shall include an explanation of the client's relationship with Granicus terminating and that the Network Subscribers may visit the client's website to subscribe to further updates from the client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the client upon termination.

**Agreement and Acceptance**

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

**Billing Information**

Name:

Phone:

Email:

Address:

**Michigan Department of Technology, Management & Budget -eMichigan**

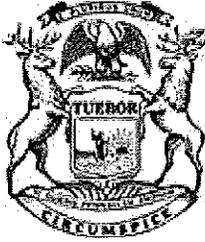
Signature:

Name:

Title:

Date:

**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 071B7700199

<b>CONTRACTOR</b>	GRANICUS
	408 St. Peter Street , Suite 600
	St. Paul, MN 55102
	Cale Brakke
	720-892-0352
	cale.brakke@granicus.com
	CV0050480

<b>STATE</b>	Program Manager	Dana Justice	DTMB
		517-230-4704	
		JusticeD1@michigan.gov	
	Contact Administrator	Mike Breen	DTMB
		(517) 249-0428	
		breenm@michigan.gov	

**CONTRACT SUMMARY**

<b>DIGITAL COMMUNICATIONS SAAS SYSTEM</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
September 30, 2017	September 30, 2022	5 - 1 Year	September 30, 2022
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>MINIMUM DELIVERY REQUIREMENTS</b>			

**DESCRIPTION OF CHANGE NOTICE**

<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$2,466,564.16	\$19,260.00	\$2,485,824.16		

**DESCRIPTION**

Effective with mutual signature the contract is amended to add an SOW for Within the scope of this addition, the services provided to MEDC by Vendor Granicus include but are not limited to:

- . Design Official Travel Newsletter (twice per month)
- . Design Featured Deals Travel Newsletter (once per month)
- . Fall Colors e-Blast (weekly Sept/Oct)
- . Granicus graphic design experts create the bulletin templates, send preview test emails to client, and perform multiple rounds of content edits and testing.
- . Ongoing Template creation and adjustments
- . Assist in one-off design Templates (content and image edits)

and additional funding of \$19,260. All other terms and conditions remain the same.

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

AGENCY	NAME	PHONE	EMAIL
DTMB-IT			

## Granicus Proposal for Michigan Economic Development Corporation

### Granicus Contact

**Name:** Kelda Stetson

**Phone:** +1 202-486-2349

**Email:** kelda.stetson@granicus.com

### Proposal Details

**Quote Number:** Q-43827

**Prepared On:** 2/11/2019

**Valid Through:** 4/19/19

### Pricing

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

**Currency:** USD

**Current Subscription End Date:** 9/30/2018

**Period of Performance:** 10/1/2018 - 9/30/2019

### Domains Included for the Communications Cloud

The subscription includes the following domain(s) and subdomain(s): www.themedc.org

### Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
GovDelivery - Managed Services	Annual	1 Each	\$19,260.00
<b>SUBTOTAL:</b>			<b>\$19,260.00</b>



## Terms and Conditions

- The Terms and Conditions set forth in Contract 071B7700199, effective 10/1/2017 are incorporated herein by reference.

### **Detailed SOW:**

- Design Official Travel Newsletter (twice per month)
- Design Featured Deals Travel Newsletter (once per month)
- Fall Colors e-Blast (weekly Sept/Oct)
- Granicus graphic design experts create the bulletin templates, send preview test emails to client, and perform multiple rounds of content edits and testing.
- Ongoing Template creation and adjustments
- Assist in one-off design Templates (content and image edits)



## Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

### Billing Information

Name:

Phone:

Email:

Address:

### Michigan Economic Development Corporation

Signature:

Name:

Title:

Date:



**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 **4**  
 to  
 Contract Number **071B7700199**

<b>CONTRACTOR</b>	Granicus
	408 St. Peter Street , Suite 600
	St. Paul, MN 55102
	Cale Brakke
	720-892-0352
	Cale.Brakke@granicus.com
	CV0050480

<b>STATE</b>	Dana Justice	DTMB
	517-335-3124	
	JusticeD1@michigan.gov	
	Mike Breen	DTMB
	(517) 249-0428	
	breenm@michigan.gov	

CONTRACT SUMMARY				
<b>DIGITAL COMMUNICATIONS SAAS SYSTEM</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 30, 2017	September 30, 2022	5 - 1 Year	September 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
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				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,448,564.16	\$18,000.00	\$2,466,564.16		
DESCRIPTION				
Effective with mutual signature funding is added to the contract of \$18,000, update the contract vendor information and update as to Custom Short Code device within the contract. All other terms and conditions remain the same.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB-IT			



**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 **071B7700199**

<b>CONTRACTOR</b>	Granicus	<b>STATE</b>	Dana Justice	DTMB
	408 St. Peter Street , Suite 600		517-230-4704	
	St. Paul, MN 55102		JusticeD1@michigan.gov	
	Dawn Kubat		Mike Breen	DTMB
	651-757-4154		(517) 249-0428	
	contracts@granicus		breenm@michigan.gov	
CV0050480				

CONTRACT SUMMARY			
<b>DIGITAL COMMUNICATIONS SAAS SYSTEM</b>			
September 30, 2017	September 30, 2022	5 - 1 Year	September 30, 2022
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
DESCRIPTION OF CHANGE NOTICE			
<input type="checkbox"/>	<input type="checkbox"/>		September 30, 2022
\$2,393,564.16	\$55,000.00	\$2,448,564.16	
DESCRIPTION			
Effective with mutual signature funding is added of \$55,000.00 to renew the purchase of interactive text and digital engagement services as per attachment. Period of performance is 3/1/19 to 2/29, 2020. Change PM to Dana Justice and contact info to Dawn Kubat. All other terms and conditions remain the same.			



**GRANICUS**

**Interactive Text and  
Digital Engagement Services  
Proposal**

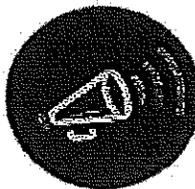
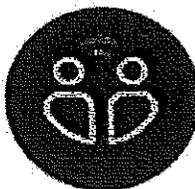
**Presented to the  
Michigan Department of Human  
Services Foster Care**





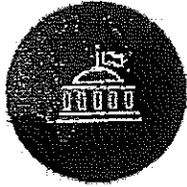
Granicus provides technology that empowers government organizations to create better lives for the people they serve. By offering the industry's leading cloud-based solutions for communications, meeting and agenda management, and digital services to more than 4,000 public-sector organizations, Granicus helps turn government missions into quantifiable realities. Granicus products connect more than 175 million people, creating a powerful network to enhance government transparency and citizen engagement. By optimizing decision-making processes, Granicus strives to help government realize better outcomes and have a greater impact for the citizens they serve. As shown in the chart below, Granicus employs a number of effective strategies needed in order for Michigan Department of Human Services Foster Care (MDHHS) to inform and engage its audiences.

Granicus' GovDelivery Suite is the only digital communications platform exclusively for government.

Promote & Transform Services	Enhance Public Awareness	Improve Citizen Involvement
<p>Accelerate and streamline usage of your services. More purchases, enrollments and attendees require embracing the digital world. Communications form an essential part of a winning strategy.</p> 	<p>Inform and engage your audience to drive changes in behavior. Public awareness is about more than just distributing news. It's about getting the right information to the right audience at the right time.</p> 	<p>People volunteer, participate and donate. It's not just about more involvement, it's about involving people in a way that improves the work you do for citizens.</p> 

Granicus manages billions of communications every quarter on behalf of clients, ranging from the largest national agencies to small local parks. More than 100 state and local governments in the Central United States utilize Granicus to deliver reliable communications to their audiences.

Every level of government succeeds with Granicus.



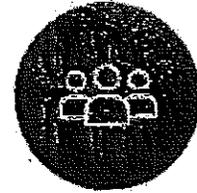
**Federal Government**

**Granicus serves more than half of the United States Federal Agencies, along with nearly all Federal Cabinet departments.**



**State Government**

**More than 40 states across the United States rely on Granicus technology, services, and solutions to share information with local citizens.**



**Local Government**

**Granicus works with hundreds of local governments to help them improve communications and engagements in their communities.**

## Interactive Text Messaging

Public sector organizations, including MDHHS, face the challenge of engaging its audiences while dealing with significant resource constraints. While 90% of Americans have a mobile device, 42% of those mobile users don't have a smartphone with internet access, however, they all can send and receive text messages. Where ad campaigns, websites, and social media fall short, Interactive Text Messaging fills in the gaps. MDHHS can utilize Interactive Text Messaging to better reach its audiences, including low-income, diverse, and under-served groups. MDHHS can benefit from using Interactive Text Messaging to conduct ongoing polls with the public, to enhance and augment existing public engagement efforts, and to drive utilization and action among its audiences.



More people have access to text on a mobile device than any other communication channel. The more voices that are represented, the more diverse the perspectives.



With a 97% read rate within 15 minutes of sending and an average open-ended response of 2.5 sentences, text messaging is clear and actionable.



Get more responses with simplicity and convenience for participants. People read and respond to text messages while they're waiting for the bus or walking down the street.



Text messaging is everywhere and it's not going away. As communications get more fragmented, text messaging lets MDHHS keep pace by communicating where people are.

- **Survey:** Get actionable feedback with surveys and polls. Invite anyone to text in and receive concise, valuable feedback in 5-8 questions.
- **Recruit and Enroll:** Recruit and enroll program participants on the spot. Audiences can text their phone numbers anywhere they live, work, and play.
- **Teach:** Send tips or exercises by text. Persistent, bite-sized education influences behavior change.
- **Notify and Remind:** Notify or remind audiences about programs, events, or appointments. From improving event or appointment attendance, or customer service, reminders drive action.



<b>Interactive Text Messaging</b>	
<b>Annual Inclusions</b>	<b>Level of Support</b>
<b>Interactive Text Message Account</b>	<b>1 Account</b>
<b>Account setup and configuration</b>	<b>Provided</b>
<b>2-way interactive text message management and delivery via GovDelivery Suite</b>	<b>Provided</b>
<b>SMS messages per year from a short code within the U.S. (international numbers not supported) for use with the Interactive Text Messaging Platform. Messages not used in the current term do not roll into the next term.</b>	<b>30,000</b>
<b>Dashboard with automated, real-time reporting, and webhook access</b>	<b>Unlimited</b>
<b>Campaigns</b>	<b>Unlimited</b>
<b>Advanced skip logic, photo messaging, and voicemail</b>	<b>Provided</b>
<b>Training of MDHHS staff to use and administer Interactive Text Messaging</b>	<b>1 Hour</b>
<b>Custom shortcodes, webhook configuration, full read and write API access</b>	<b>Available at an additional cost</b>



### **Digital Engagement Services**

Since 2015, Granicus have been in a continuous, close partnership with MDHHS to increase the amount of potential Michigan foster care parents and grow MDHHS's reach to Michigan residents interested in information on foster care and adoption. In that time, Granicus has been able to grow the audience by more than 32,000 subscribers. Well over 2 million messages have been sent, and where before there was a lack of communication, there is now a detailed, strategic approach to the method behind these messages.

In the last year alone, the audience has grown by 28% and Granicus has delivered over 800,000 messages promoting foster care and adoption to Michigan families. These messages sustain high engagement, with a 21.8% Open Rate and 1.34% Click Rate.

In addition, during promotional campaigns through the Interactive Text solution, MDHHS referrals to Foster Care Navigator's call center increased by 35%.

In this new iteration of Digital Engagement Services with MDHHS, called Phase 4, Granicus builds upon lessons learned and established best practices to achieve a higher level of success. Through Phase 4, Granicus aims to take these lessons learned even further, utilizing audience segmentation to further engage relevant subscribers and provide the most strategic campaign yet. To accomplish this, Granicus provides a comprehensive and customized suite of services to help MDHHS increase engagement with key foster care resources, expand its audience of potential Michigan foster care parents, and empower subscribers to learn more about how they can help change a child's life forever.

The team of Granicus experts is prepared to serve as an extension of MDHHS staff and in coordination with MDHHS's existing relationships with public relations or marketing firms.

### **Digital Engagement Services: Managed Services**

Granicus' proven approach to outreach starts with assessing the digital landscape, previous outreach efforts and goals of future engagement initiatives. The team of dedicated professionals will create a holistic digital communications plan and editorial calendar for MDHHS aligned with priority outreach initiatives and dates, as identified in the initial strategy-development stage. Our team will:

- Develop one holistic, integrated digital communication strategy to include coordination between digital channels
- Create and manage one editorial calendar with events, milestones, and campaigns to outline the pulse of outreach with audiences by channel
- Deliver up to four (4) comprehensive custom campaign performance reporting metrics on engagement activity that includes lessons learned from A/B message testing and recommendations for improving future public outreach
- Deliver one project plan and one final project report



### **Digital Engagement Services: Audience Acceleration**

Granicus offers exclusive services to dramatically accelerate MDHHS's audience acquisition efforts and directly connect with individuals on an ongoing basis. MDHHS will be able to leverage Granicus' network of clients and digital strategies to grow its audience of potential and existing Michigan foster parents.

Our team will:

- Grow MDHHS's "Foster Care and Adoption" subscription topic with a target of 5,000 additional new subscribers via email and/or SMS
- Broker cross promotional partnerships with up to two (2) Michigan government organizations to engage with similar audiences subscribed to other relevant topics
- Promote Foster Care updates in the Michigan Featured Government Updates section of the Granicus Network

### **Digital Engagement Services: Digital Campaign Management**

DES Digital Campaign Management will provide customized communications and outreach initiatives that drive target audiences to action through customized welcome campaigns for audiences to introduce new resources, reengagement campaigns to activate existing audiences, and message-testing strategies to establish behavior patterns among audience segments. Granicus will provide email and text message campaigns around initiatives, such as the Foster Care Navigator program, Foster Care Awareness Month, MDHHS Interactive Text Surveys, and resources available to existing or potential foster care parents. Our team will:

- Create compelling and tailored messaging deployed via email and SMS for up to four (4) public outreach campaigns. Each campaign includes:
  - Up to four (4) targeted messages which includes audience segmentation for targeted engagement and customized messaging
  - Performance of comprehensive A/B message testing to maximize engagement with up to three (3) A/B tests
- Management of one (1) evergreen Welcome message series that will be sent on a weekly basis to new "Foster Care and Adoption" subscribers
- Promotion of MDHHS Interactive Text Surveys for up to six (6) months for the project's period of performance.
- Detailed reporting and analysis on campaign effectiveness will be included in Managed Services' custom performance reports

### **Project Process and Estimated Timeline**

Having driven thousands of initiatives across a broad spectrum of government organizations, no one understands how to get results better than we do. Granicus has a proven process informing an

granicus.com | info@granicus.com



estimated project trajectory to define deliverables and ensure successful outcomes. Timelines and deliverables are subject to adjustment upon completion of initial project kick-off and discovery phase.

Below is an estimated project timeline based on a twelve (12) month Period of Performance beginning March 1, 2019:

	Mar. 19	Apr. 19	May 19	Jun. 19	Jul. 19	Aug. 19	Sep. 19	Oct. 19	Nov. 19	Dec. 19	Jan. 20	Feb. 20
<b>PROJECT MANAGEMENT</b>												
Victor A. Glasco												
Establish role and responsibilities												
Outline goals and success metrics												
Interpret and adjust to program initiatives												
<b>COMMUNICATIONS SERVICES</b>												
Crack Communications Strategy												
Create editorial calendar												
Deliver monthly reports and analysis												
Final report and recommendations												
<b>PERFORMANCE OPTIMIZATION</b>												
Identify potential partners												
Develop cross promotional campaign												
Present to Michigan Federal Government Update												
Engage audience via digital tools												
<b>DIGITAL CAMPAIGN MANAGEMENT</b>												
Campaign 1 (Welcome Campaign)												
Campaign 2												
Campaign 3												
Campaign 4												
<b>OPERATIONALS SERVIC</b>												
Planning and set up												
Implementation and testing												
Execution and management												

**Period of Performance:** The period of performance will be twelve (12) months from contract execution. The proposed timeline for the period of performance is March 1, 2019 through February 29, 2020.

**Procurement Method:** Final pricing is dependent upon the procurement vehicle MDHHS selects.

**Pricing and Payment Information**

**Overview of Digital Engagement Services**

- o Managed Services
  - One (1) Holistic Communication Strategy and Editorial Calendar
  - Up to four (4) Campaign Performance Analysis Reports
  - One (1) Project Plan and Final Project Review with Recommendations



- o Audience Acceleration
  - Target of 5,000 new subscribers via email or SMS
  - Up to two (2) Michigan Cross Promotion Partners
  - Promote Foster Care updates in the Michigan Featured Government Updates section of the Granicus Network
- o Digital Campaign Management
  - Up to four (4) public outreach campaigns deployed via email and SMS with audience segmentation for impactful messaging. Each campaign includes:
    - Up to four (4) targeted messages
    - Up to three (3) comprehensive A/B tests
  - One (1) evergreen Welcome message series
  - Up to six (6) months of Interactive Text Messaging promotion

Solution Proposed	Annual Fee	Total
Interactive Text Messaging	\$ 8,774.48	\$ 8,774.48
Digital Campaign Management	\$ 13,557.38	\$ 13,557.38
Managed Services	\$ 13,557.38	\$ 13,557.38
Audience Acceleration	\$ 19,110.76	\$ 19,110.76
<b>Total</b>	<b>\$ 55,000.00</b>	<b>\$ 55,000.00</b>

Additional SMS messages can be purchased at the following rates:

100,000 SMS	\$5,160.00
250,000 SMS	\$10,781.25
500,000 SMS	\$19,302.07

- All fees are due at the beginning of the Period of Performance. Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- SMS and Targeted messages not used in the Period of Performance will not carry over to the following year.



- This proposal is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is MDHHS' responsibility to provide applicable exemption certificate(s).
- The pricing and terms of this proposal are valid through February 15, 2019.
- The terms and conditions set forth in the State of Michigan Enterprise Agreement effective 10/1/2017 are incorporated herein by reference.
- Annual increases for the same services shall not exceed ten percent (10%).
- In order to keep to the desired project schedule, MDHHS will make available one dedicated Point-of-Contact (POC), on behalf of the project, to provide all final approvals, participate in deliverable reviews and acceptance, managing project communication.
- Any material reviews and approvals will be returned to Granicus within the number of business days, and rounds of iterations, outlined and agreed to in the project kick off meeting. Failure to provide approvals in the agreed-upon timeframe will result in an adjustment to the project schedule and may occur additional costs.
- Granicus project staff are available during the hours of 9:00 a.m. – 5:00 p.m. PT Monday through Friday (except for holidays).

By signing this proposal, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

**Michigan Department of Human Services Foster Care**

**Billing Information**

**Signature:**

\_\_\_\_\_

**Contact Name:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Phone Number:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Email:**

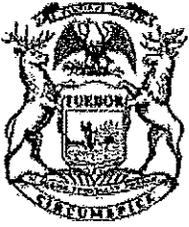
\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Billing Address:**

\_\_\_\_\_



**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 2

to

Contract Number 071B7700199

<b>CONTRACTOR</b>	Granicus
	408 St. Peter Street , Suite 600
	St. Paul, MN 55102
	Amy Crea
	651-726-7314
	amy.crea@granicus.com
CV0050480	

<b>STATE</b>	Dana Justice	DTMB
	517-335-3124	
	JusticeD1@michigan.gov	
	Mike Breen	DTMB
	(517) 249-0428	
	breenm@michigan.gov	

**CONTRACT SUMMARY**

<b>DIGITAL COMMUNICATIONS SAAS SYSTEM</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2022	5 - 1 Year	September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
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			

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXPIRATION
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,364,089.16	\$29,475.00	\$2,393,564.16		

**DESCRIPTION**

Effective with mutual signature funding is added \$29,475.00 for SMS fees up to 1,000,000 per attachment. All other terms and conditions remain the same.

## Granicus Proposal for Michigan

### Granicus Contact

**Name:** Robin Bessette

**Phone:** +1 5177121195

**Email:** robin.bessette@granicus.com

### Proposal Details

**Quote Number:** Q-46322

**Prepared On:** 11/12/2018

**Valid Through:** 12/15/2018

### Pricing

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

**Currency:** USD

**Current Subscription End Date:** 9/30/2018

**Period of Performance:** 10/1/2018 - 9/30/2019

### Domains Included for the Communications Cloud

The subscription includes the following domain(s) and subdomain(s): [www.michigan.gov](http://www.michigan.gov)

### Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Communications Cloud	Annual	1 Each	\$458,645.61
<b>SUBTOTAL:</b>			<b>\$458,645.61</b>

### Annual Fees for New Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
SMS <i>(Up to 1,000,000 additional SMS per year)</i>	Annual	1 Each	\$29,475.00
<b>SUBTOTAL:</b>			<b>\$29,475.00</b>



Product Descriptions	
Name	Description
<b>Communications Cloud</b>	<p>The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud includes:</p> <ul style="list-style-type: none"> <li>• Unlimited email sends with industry-leading delivery and management of all bounces</li> <li>• Support to upload and migrate existing email lists</li> <li>• Access to participate in the GovDelivery Network</li> <li>• Ability to send mass notifications to multiple devices</li> <li>• 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support</li> <li>• Text-to-subscribe functionality</li> <li>• Up to 2 Web-hosted training sessions annually</li> <li>• Up to 50 administrators</li> <li>• Up to 1 GovDelivery account(s)</li> <li>• Access to a complete archive of all data created by the client for 18 months (rolling)</li> <li>• Up to 3 hours of message template and integration development</li> <li>• Up to 100 subscription topics</li> <li>• Up to 1,000,000 SMS/text messages per year from a shared short code within the United States*</li> </ul> <p>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year.</p>
<b>SMS</b> <i>(Up to 1,000,000 additional SMS per year)</i>	<p>On average, the Cloud provides access to up to 100,000 SMS/text messages per year from a shared short code within the United States. The client can deliver messages directly to the public and provide an enhanced direct communications channel for priority alerts by purchasing additional SMS/text messages. Additional SMS/Text Messaging Includes:</p> <ul style="list-style-type: none"> <li>• Access to the selected volume of additional SMS/text messages per year from a shared short code within the United States*</li> <li>• Use of responsively designed sign-up pages that allow the public to subscribe to communication updates from various devices</li> </ul>



## Terms and Conditions

- The Terms and Conditions set forth in Contract 071B7700199, effective 10/1/2017 are incorporated herein by reference.
- Michigan currently has up to 1,000,000 SMS with Communications Cloud. Michigan is interested in purchasing an additional 1,000,000 SMS.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Michigan to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-46322 dated 11/12/2018 are incorporated into this Purchase Order by reference.
- Granicus Communications Suite Subscriber Information.
  - Data provided by the client and contact information gathered through the client's own web properties or activities will remain the property of the client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the client, unless required by law.
  - Granicus shall: (i) not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- Data obtained through the Granicus Advanced Network.
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the client is under an active subscription with Granicus. Network Subscribers will not transfer to the client upon termination of any Granicus Order, SOW, or Exhibit. The client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the client's subscription, the client may send an opt-in email to Network Subscribers that shall include an explanation of the client's relationship with Granicus terminating and that the Network Subscribers may visit the client's website to subscribe to further updates from the client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the client upon termination.
- Michigan is eligible to receive up to five (5) two-day passes to the 2019 Granicus National Summit, valued at \$299.00 each. The Granicus National Summit is the premiere user conference for public sector professionals



# GRANICUS

across federal, state, and local government. Attendees will be provided with hands-on training led by Granicus subject matter experts, as well as opportunities to learn and network with peers and leaders in government.  
*Granicus National Summit Dates: May 14-15, 2019*

## Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

### Billing Information

Name:

Phone:

Email:

Address:

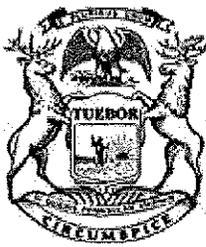
### Michigan

Signature:

Name:

Title:

Date:



**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 071B7700199

<b>CURRENT CONTRACTOR</b>	GOVDELIVERY, INC.	<b>NEW CONTRACTOR</b>	Granicus
	408 St. Peter Street , Suite 600		408 St. Peter Street , Suite 600
	St. Paul, MN 55102		St. Paul, MN 55102
	Stacey Crane		Amy Crea
	612-388-1250		651-726-7314
	stacey.crane@granicus.com		samy.crea@granicus.com
CV0050480	CV0050480		

STATE CONTACTS				
<b>Program Manager</b>	Dana Justice	DTMB	<b>Contract Administrator</b>	
	517-335-3124			Mike Breen
	JusticeD1@michigan.gov			(517) 249-0428
			breenm@michigan.gov	

CONTRACT SUMMARY			
DIGITAL COMMUNICATIONS SAAS SYSTEM			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2022	5 - 1 Year	September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
P-Card	Direct Voucher (PRC)	<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, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,364,089.16	\$0.00	\$2,364,089.16		

**DESCRIPTION**

Effective with mutual signature name change of this contract from GovDelivery LLC to Granicus. All other terms and conditions remain the same.



# 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

NOTICE OF CONTRACT NO. **071B7700199**  
between  
THE STATE OF MICHIGAN  
and

GovDelivery, LLC
408 St. Peter Street, Suite 600
St. Paul, MN 55102
Stacey Crane
612-388-1250
<a href="mailto:stacey.crane@granicus.com">stacey.crane@granicus.com</a>
*1088

<b>STATE</b>	Program Manager	Nicole Willard	DTMB
		WillardN@michigan.gov	
	517-335-3124		
	Contract Administrator	Jarrod Barron	DTMB
Barronj1@michigan.gov			
517-284-7045			

CONTRACT SUMMARY			
<b>DESCRIPTION: Enterprise Digital Communications SaaS System</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
9/30/2017	9/30/2022	5 1-Year	9/30/2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
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			
This Contract is awarded from Request for Proposal # 007117B0010494 to establish an enterprise digital communications suite of SaaS products enabling State agencies to send large volume email and text messages to topic subscribers.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$2,364,089.16</b>

**FOR THE CONTRACTOR:**

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

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

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

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

**FOR THE STATE:**

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

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

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

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

# CONTRACT TERMS

## Software as a Service (SaaS)

This Software as a Service Contract (this “**Contract**”) is agreed to between the State of Michigan (the “**State**”) and GovDelivery, LLC (“**Contractor**”), a Minnesota Limited Liability Company. This Contract is effective on September 30, 2017 (“**Effective Date**”), and unless earlier terminated, will expire on September 30, 2022, a period of five (5) years (the “**Term**”).

This Contract may be renewed for up to five additional one-year periods. Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

### 1. Definitions.

“**Accept**” has the meaning set forth in **Section 4.2(b)**.

“**Acceptance**” has the meaning set forth in **Section 4.2(b)**.

“**Action**” has the meaning set forth in **Section 15.1**.

“**Actual Uptime**” means the total minutes in the Service Period that the Hosted Services are Available.

“**Allegedly Infringing Features**” has the meaning set forth in **Section 15.3(b)(ii)**.

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

“**Availability**” has the meaning set forth in **Section 5(a)**.

“**Availability Requirement**” has the meaning set forth in **Section 5(a)**.

“**Available**” has the meaning set forth in **Section 5(a)**.

“**Business Day**” means a day other than a Saturday, Sunday or State Holiday.

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

“**Code**” has the meaning set forth in **Section 21**.

“**Confidential Information**” has the meaning set forth in **Section 12.1**.

“**Contract**” has the meaning set forth in the preamble.

**“Contract Administrator”** is the individual appointed by each party to (a) administer the terms of this Contract, and (B) approve and execute any Change Notices under this Contract. Each party’s Contract Administrator will be identified in the Statement of Work.

**“Contractor”** has the meaning set forth in the preamble.

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

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

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

**“Contractor Systems”** has the meaning set forth in **Section 13.3**.

**“Corrective Action Plan”** has the meaning set forth in **Section 6.6**.

**“Critical Service Error”** has the meaning set forth in **Section 6.4(a)**.

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

**“DR Plan”** has the meaning set forth in **Section 14.3(a)**.

**“Effective Date”** has the meaning set forth in the preamble.

**“Exceptions”** has the meaning set forth in **Section 5.2**.

**“Fees”** has the meaning set forth in **Section 8.1**.

**“Force Majeure Event”** has the meaning set forth in **Section 19.1**.

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

**“High Service Error”** has the meaning set forth in **Section 6.4(a)**.

**“HIPAA”** has the meaning set forth in **Section 9.1**.

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

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

**"Key Personnel"** means any Contractor Personnel identified as key personnel in this Contract or any Statement of Work.

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

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

**"Low Service Error"** has the meaning set forth in **Section 6.4(a)**.

**"Medium Service Error"** has the meaning set forth in **Section 6.4(a)**.

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

**"Personal Health Information (PHI)"** has the meaning set forth in **Section 9.1**.

**"Personally Identifiable Information (PII)"** has the meaning set forth in **Section 9.1**.

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

**"Reject"** has the meaning set forth in **Section 4.2(b)**.

**“Rejection”** has the meaning set forth in **Section 4.2(b)**.

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

**“Resolve”** has the meaning set forth in **Section 6.4(b)**.

**“RFP”** means the State’s request for proposal designed to solicit responses for Services under this Contract.

**“Scheduled Downtime”** has the meaning set forth in **Section 5.3**.

**“Scheduled Uptime”** means the total minutes in the Service Period.

**“Service Availability Credits”** has the meaning set forth in **Section 5.5(a)**.

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

**“Service Level Credits”** has the meaning set forth in **Section 6.5**.

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

**“Service Period”** has the meaning set forth in **Section 5(a)**.

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

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

**“Services”** has the meaning set forth in **Section 2.1**.

**“Source Code”** means the human readable source code of the Service Software to which it relates, in the programming language in which the Service Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Service Software.

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

“**State**” has the meaning set forth in the preamble.

“**State Data**” has the meaning set forth in **Section 9.1**.

“**State Modification**” has the meaning set forth in **Section 15.2(a)**.

“**State Project Manager**” has the meaning set forth in **Section 2.8**.

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

“**Statement of Work**” has the meaning set forth in **Section 2.1(a)**. The Initial Statement of Work is attached as **Schedule A**, and subsequent Statements of Work shall be sequentially identified and attached as Schedule A-1, A-2, A-3, etc.

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

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

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

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

“**Term**” has the meaning set forth in the preamble.

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

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

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

## **2. Services.**

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

(a) the hosting, management and operation of the Service Software and other services for remote electronic access and use by the State and its Authorized Users (“**Hosted Services**”) as described in one or more written, sequentially numbered, statements of work

referencing this Contract, including all Specifications set forth in such statements of work, which, upon their execution will be attached as **Schedule A** to this Contract and by this reference are incorporated in and made a part of this Contract (each, a “**Statement of Work**”);

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

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

## 2.2 Change Notices.

(a) Any modifications or changes to the Services under any executed Statement of Work will be effective only if and when memorialized in a mutually agreed written change notice (“**Change Notice**”) signed by both Parties, provided, however, that for any Services provided on a limited basis (for example, on a per user, server, CPU or named-user basis), the State may, at any time, increase or decrease the number of its licenses hereunder subject to a corresponding forward-going adjustment of the Fees to reflect these changes in accordance with the pricing set forth in the applicable Statement of Work.

(b) In the event the Services are customizable, a more detailed change control process may be specified in the applicable Statement of Work. In such event, the change control process set forth in such Statement of Work shall control.

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

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

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

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

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

deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor;

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

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

- (i) the identity of such Subcontractor and the location of all its data centers, if any, that will be used in Processing any State Data, which information Contractor shall promptly disclose to the State in writing; and
- (ii) a written confidentiality, restricted use, work-for-hire and intellectual property rights assignment Contract in form and substance acceptable to the State, giving the State rights at least equal to those set forth in **Section 9** (State Data), **Section 12** (Confidentiality), **Section 13** (Security) and **Section 14** (Redundancy, Data Backup and Disaster Recovery) and containing the Subcontractor's acknowledgment of, and agreement to, the provisions of **Section 2.5** (Contractor Personnel), a fully-executed copy of which agreement Contractor will promptly provide to the State upon the State's request.

2.5 Contractor Personnel. Contractor will:

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

(b) provide names and contact information for Contractor's Key Personnel on **Schedule B** to this Contract;

(c) maintain the same Contractor Service Manager, Contractor Security Officer and other Key Personnel throughout the Term and such additional period, if any, as Contractor is required to perform the Services, except for changes in such personnel due to: (i) the State's request pursuant to **Section 2.5(d)**; or (ii) the death, disability, resignation or termination of such personnel or other circumstances outside Contractor's reasonable control; and

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

## 2.6 Management and Payment of Contractor Personnel.

(a) Contractor is solely responsible for the payment of Contractor Personnel, including all fees, expenses and compensation to, by or on behalf of any Contractor Personnel and, if applicable, the withholding of income taxes and payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

(b) Contractor will ensure that no Person who has been convicted of a felony or any misdemeanor involving, in any way, theft, fraud, or bribery provides any Services or has access to any State Data, State Systems or State facilities. On a case-by-case basis, the State may request that Contractor initiate a background check on any Contractor Personnel before they may have access to State Data, State Systems or State facilities. Any request for a background check shall be initiated by the State and must be reasonably related to the type of work requested. The scope of the background check is at the discretion of the State and the results shall be used solely to determine the eligibility of Contractor Personnel to work with State Data, State Systems or in State facilities. If provided to the State, results of background checks will be promptly returned to Contractor, and will be treated as Confidential Information. All investigations will include a Michigan State Police Background check (ICHAT) and may include a National Crime Information Center (NCIC) Finger Print check. Contractor will present attestation of satisfactory completion of such tests. Contractor is responsible for all costs and expenses associated with such background checks.

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

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

## 3. **License Grant and Restrictions.**

3.1 Contractor License Grant. Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable (except as provided herein) right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Contract or any Statement of Work, to:

(a) access and use the Hosted Services, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for Processing State Data;

(b) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Services;

(c) prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Services under this Contract; and

(d) access and use the Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Hosted Services hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Services, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Hosted Services as described in **Section 3.3**.

3.2 License Restrictions. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Hosted Services available to any third party, except as expressly permitted by this Contract or in any Statement of Work; or (b) use or authorize the use of the Services or Documentation in any manner or for any purpose that is unlawful under applicable Law.

3.3 Use. The State will pay Contractor the corresponding Fees set forth in the Statement of Work for all Authorized Users access and use of the Service Software. Such Fees will be Contractor's sole and exclusive remedy for use of the Service Software, including any excess use.

3.4 State License Grant. The State hereby grants to Contractor a limited, non-exclusive, non-transferable license (i) to use the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos, solely in accordance with the State's specifications, and (ii) to display, reproduce, distribute and transmit in digital form the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos in connection with promotion of the Services as communicated to Contractor by the State. Use of the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos will be specified in the applicable Statement of Work.

#### **4. Service Preparation, Testing and Acceptance.**

4.1 Service Preparation. Promptly upon the parties' execution of a Statement of Work, Contractor will take all steps necessary to make the Services procured thereunder ready and

available for the State's use in accordance with the Statement of Work and this Contract, including any applicable milestone date or dates set forth in such Statement of Work.

#### 4.2 Testing and Acceptance.

(a) When Contractor notifies the State in writing that the Hosted Services are ready for use in a production environment, the State will have thirty (30) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the notice to test the Hosted Services to determine whether they comply in all material respects with the requirements of this Contract and the Specifications.

(b) Upon completion of the State's testing, the State will notify Contractor of its acceptance ("**Accept**" or "**Acceptance**") or, if it has identified any noncompliance with the Specifications, rejection ("**Reject**" or "**Rejection**") of the Hosted Services. If the State Rejects the Hosted Services, the State will provide a written list of items that must be corrected. On receipt of the State's notice, Contractor will promptly commence, at no additional cost or charge to the State, all reasonable efforts to complete, as quickly as possible and in any event within twenty (20) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the State's notice, such necessary corrections, repairs and modifications to the Hosted Services to bring them into full compliance with the Specifications.

(c) If any corrective measures are required under **Section 4.2(b)**, upon completion of all such measures, Contractor will notify the State in writing and the process set forth in **Section 4.2(a)** and **Section 4.2(b)** will be repeated; provided that if the State determines that the Hosted Services, as revised, still do not comply in all material respects with the Specifications, the State may, in its sole discretion:

- (i) require the Contractor to repeat the correction, repair and modification process set forth in **Section 4.2(b)** at no additional cost or charge to the State; or
- (ii) terminate any and all of the relevant Statement of Work, this Contract and any other Statements of Work hereunder.

(d) The parties will repeat the foregoing procedure until the State Accepts the Hosted Services or elects to terminate the relevant Statement of Work as provided in **Section 4.2(c)(ii)** above. If the State so terminates the relevant Statement of Work, Contractor must refund to the State all sums previously paid to Contractor under such Statement of Work within ten (10) Business Days of the State's written notice of termination, and the State will be relieved of all obligations thereunder.

#### 5. **Service Availability and Service Availability Credits.**

(a) Availability Requirement. Contractor will make the Hosted Services Available, as measured over the course of each calendar month during the Term and any additional periods

during which Contractor does or is required to perform any Hosted Services (each such calendar month, a “**Service Period**”), at least 99.95% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the “**Availability Requirement**”). “**Available**” means the Hosted Services are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Specifications. “**Availability**” has a correlative meaning. The Hosted Services are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows:  $(\text{Actual Uptime} - \text{Total Minutes in Service Period Hosted Services are not Available Due to an Exception}) \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Hosted Services are not Available Due to an Exception}) \times 100 = \text{Availability}$ .

5.2 Exceptions. No period of Hosted Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following (“**Exceptions**”):

- (a) failures of the State’s or its Authorized Users’ internet connectivity;
- (b) internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by Contractor; or
- (c) Scheduled Downtime as set forth in **Section 5.3**.

5.3 Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services in whole or in part (“**Scheduled Downtime**”). All such scheduled outages will: (a) last no longer than five (5) hours; (b) be scheduled between the hours of 12:00 a.m. and 5:00 a.m., Eastern Time; and (c) occur no more frequently than once per week; provided that Contractor may request for the State’s approval, extensions of Scheduled Downtime above five (5) hours and such approval by the State may not be unreasonably withheld or delayed.

5.4 Service Availability Reports. Within thirty (30) days after the end of each Service Period and upon written request, Contractor will provide to the State a report describing the Availability and other performance of the Hosted Services during that calendar month as compared to the Availability Requirement and Specifications. The report must be in electronic or such other form as the State may approve in writing and shall include, at a minimum: (a) the actual performance of the Hosted Services relative to the Availability Requirement and Specifications; and (b) if Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement or Specifications during the reporting period, a description in sufficient detail to inform the State of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Availability Requirement and Specifications are fully met.

5.5 Remedies for Service Availability Failures.

(a) If the actual Availability of the Hosted Services is less than the Availability Requirement for any Service Period, such failure will constitute a Service Error for which Contractor will issue to the State the following credits on the Fees payable for Hosted Services provided during the Service Period ("**Service Availability Credits**"):

<b>Availability</b>	<b>Credit of Fees</b>
≥99.95%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	100%

(b) Any Service Availability Credits due under this **Section 5.5** will be applied in accordance with **Section 8.11**.

(c) If the actual Availability of the Hosted Services is less than the Availability Requirement in any two (2) of four (4) consecutive Service Periods, then, in addition to all other remedies available to the State, the State may terminate this Contract and/or the applicable Statement of Work on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

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

6.1 Support Service Responsibilities. Contractor will:

- (a) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;
- (b) provide unlimited telephone and email support during the hours of 8 a.m. to 5 p.m. Eastern Time on Business Days;
- (c) Provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and
- (d) Respond to and Resolve Support Requests as specified in this **Section 6**.

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

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

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

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

- (i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;
- (ii) if Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein or in the applicable Statement of Work that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 6.4**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and
- (iii) notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

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

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

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

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

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

<b>Support Request Classification</b>	<b>Description: Any Service Error Comprising or Causing any of the Following Events or Effects</b>
Critical Service Error	<ul style="list-style-type: none"> <li>• Issue affecting entire system or single critical production function;</li> <li>• System down or operating in materially degraded state;</li> <li>• Data integrity at risk;</li> <li>• Material financial impact;</li> <li>• Declared a Critical Support Request by the State; or</li> <li>• Widespread access interruptions.</li> </ul>
High Service Error	<ul style="list-style-type: none"> <li>• Primary component failure that materially impairs its performance; or</li> <li>• Data entry or access is materially impaired on a limited basis.</li> </ul>
Medium Service Error	<ul style="list-style-type: none"> <li>• Hosted Service is operating with minor issues that can be addressed with a work around.</li> </ul>
Low Service Error	<ul style="list-style-type: none"> <li>• Request for assistance, information, or services that are routine in nature.</li> </ul>

(b) Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. “**Resolve**” (including “**Resolved**”, “**Resolution**” and correlative capitalized terms) means that, as to any Service Error, Contractor has provided the State the corresponding Service Error correction and the State has confirmed such correction and its acceptance thereof. Contractor will respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

<b>Support Request Classification</b>	<b>Service Level Metric  (Required Response Time)</b>	<b>Service Level Metric  (Required Resolution Time)</b>	<b>Service Level Credits  (For Failure to Respond to any Support Request Within the Corresponding</b>	<b>Service Level Credits  (For Failure to Resolve any Support Request Within the Corresponding</b>

			<b>Response Time)</b>	<b>Required Resolution Time)</b>
Critical Service Error	One (1) hour	Two (2) hours	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one (1) hour increment.
High Service Error	Two (2) hours	Four (4) hours	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for each additional four (4) hour period or portion thereof that the corresponding Service Error remains un-Resolved.
Medium Service Error	Twenty-four (24) hours	Forty-Eight (48) hours	N/A	N/A
Low Service Error	Two (2) Business Days	Five (5) Business Days	N/A	N/A

(c) Escalation. With respect to any Critical Service Error Support Request, until such Support Request is Resolved, Contractor will escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Contractor support personnel, including, as applicable, the Contractor Service Manager and Contractor's management or engineering personnel, as appropriate, each of whom must be Key Personnel.

6.5 Support Service Level Credits. Failure to achieve any of the Support Service Level Requirements will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section 6.4(b)** ("**Service Level Credits**") in accordance with **Section 8.11**.

6.6 Corrective Action Plan. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, Contractor will promptly investigate the root causes of these Service Errors and provide to the State within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the State's review, comment and approval, which, subject to and upon the State's written approval, shall be a part of, and by this reference is incorporated in, this Contract as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan must include, at a minimum: (a) Contractor's commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no additional charge for Contractor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

## **7. Termination, Expiration and Transition.**

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

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

(b) If the State terminates this Contract under this **Section 7.1**, the State will issue a termination notice 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 this 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 7.2**.

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

7.2 Termination for Convenience. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with **Section 7.3**. 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 to the extent the funds are available.

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

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

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

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

(c) Contractor will (i) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information; (ii) permanently erase the State's Confidential Information from its computer systems; and (iii) certify in writing to the State that it has complied with the requirements of this **Section 7**, in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any.

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

7.5 Survival. The rights, obligations and conditions set forth in this **Section 7.5** and **Section 1** (Definitions), **Section 7.3** (Effect of Termination; Data Retention), **Section 9** (State Data), **Section 12** (Confidentiality), **Section 13** (Security), **Section 15.1** (Indemnification), **Section 16** (Limitations of Liability), **Section 17** (Representations and Warranties), **Section 18** (Insurance) and **Section 21** (Effect of Contractor Bankruptcy) and **Section 22** (General Provisions), and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Contract, survives any such termination or expiration hereof.

## 8. Fees and Expenses.

8.1 Fees. Subject to the terms and conditions of this Contract and the applicable Statement of Work, including the provisions of this **Section 8**, the State shall pay the fees set forth in the applicable Statement of Work, subject to such increases and adjustments as may be permitted pursuant to **Section 8.2** ("**Fees During Option Years**").

8.2 Fees During Option Years. Contractor's Fees are fixed during the initial period of the Term. Contractor may increase Fees for any renewal period by providing written notice to the State at least sixty (60) calendar days prior to the commencement of such renewal period. An increase of Fees for any renewal period may not exceed three percent (3%) of the Fees effective during the immediately preceding twelve (12) month period. No increase in Fees is effective unless made in compliance with the provisions of this **Section 8.2**.

8.3 Administrative Fee and Reporting. Contractor must pay an administrative fee of 2% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget  
Cashiering

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.

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

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

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

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

8.8 State Audits of Contractor.

(a) During the Term, and for four (4) years after, Contractor must maintain complete and accurate books and records regarding its business operations relevant to the calculation of Fees and any other information relevant to Contractor's compliance with this **Section 8**. During the Term, and for four (4) years after, upon the State's request, Contractor must make such books and records and appropriate personnel, including all financial information, available during normal business hours for inspection and audit by the State or its authorized representative, provided that the State: (a) provides Contractor with at least fifteen (15) days prior notice of any

audit, and (b) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations.

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

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

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

8.11 Availability and Support Service Level Credits. Contractor acknowledges and agrees that each of the Service Availability Credits and Service Level Credits assessed pursuant to **Section 5** and **Section 6**, respectively: (a) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the corresponding Service Error or Service Level Failure, which would be impossible or very difficult to accurately estimate; and (b) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract or be payable to the State upon demand. No Service Availability Credits, Service Level Credits, or combination thereof, for any Service Period may exceed the total amount of Fees that would be payable for that Service Period if the Services were fully provided in accordance with this Contract and the Specifications.

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

8.13 Support Not to be Withheld or Delayed. Contractor may not withhold or delay any Hosted Services or Support Services or fail to perform any other Services or obligations hereunder by reason of: (a) the State's good faith withholding of any payment or amount in accordance with this **Section 8**; or (b) any dispute whatsoever between the parties, including any payment or other dispute arising under or concerning this Contract or any other agreement between the parties.

## 9. State Data.

9.1 Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) User Data; and (b) the State's data collected, used, processed, stored, or generated in connection with the Services, including but not limited to (i) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and (ii) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section 9.1** survives termination or expiration of this Contract.

9.2 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This **Section 9.2** survives termination or expiration of this Contract.

9.3 Extraction of State Data. Contractor must, within one (1) Business Days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of State Data in the format specified by the State.

9.4 Discovery. Contractor shall immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data or the State's use of the Hosted Services. Contractor shall notify the State Project Manager by the fastest means available and

also in writing. In no event shall Contractor provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State and obtaining the State's prior approval of Contractor's proposed responses. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval.

9.5 Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification

sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. This Section survives termination or expiration of this Contract.

9.6 HIPAA Compliance. The State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.

9.7 ADA Compliance. The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Contractor's solution conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may provide a description of conformance with the above mentioned specifications by means of a completed Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document. Contractor may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. Any additional compliance requirements shall be specified in the Statement of Work.

**10. Reserved.**

**11. Reserved.**

**12. Confidentiality.**

12.1 Meaning of Confidential Information. The term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) in the possession of the State and 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). Notwithstanding the above, in all cases and for all matters, State Data is deemed to be Confidential Information.

12.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or

disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor's subcontractor is permissible where: (a) the subcontractor is a Permitted Subcontractor; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor's responsibilities; and (c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any of the Contractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 12.2**.

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

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

12.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) Business 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. If Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and certify the same in writing within five (5) Business Days from the date of termination to the other party.

### **13. Security.**

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

(a) ensure that the Service Software and all State Data is securely hosted, supported, administered, and accessed in a data center that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards ([www.uptimeinstitute.com](http://www.uptimeinstitute.com));

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

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

(d) take all reasonable measures to:

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

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

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

13.2 Unauthorized Access. Contractor may not access, and shall not permit any access to, State Systems, in whole or in part, whether through Contractor's Systems or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State Systems must be solely in accordance with this Contract, and in no case exceed the scope of the State's authorization pursuant to this **Section 13.2**. All State-authorized connectivity or attempted connectivity to State Systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in **Schedule C** as the same may be supplemented or amended by the State and provided to Contractor from time to time.

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

13.4 Security Audits. During the Term, Contractor will:

(a) maintain complete and accurate records relating to its data protection practices and the security of any of the State’s Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State’s Confidential Information and any other information relevant to its compliance with this **Section 13**;

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

(c) if Contractor engages a third party auditor to perform a Statement on Standards for Attestation Engagements No. 16 (SSAE 16) audit of Contractor’s operations, information security program or disaster recovery/business continuity plan, Contractor will provide a copy of the audit report to the State within thirty (30) days after Contractor’s receipt of such report. Any such audit reports will be recognized as Contractor’s Confidential Information.

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

**14. Redundancy, Data Backup and Disaster Recovery**. Contractor must, in accordance with the provisions of this **Section 14**, maintain or cause to be maintained disaster avoidance procedures designed to safeguard State Data and the State’s other Confidential Information, Contractor’s Processing capability and the availability of the Hosted Services, in each case throughout the Term and at all times in connection with its actual or required performance of the

Services hereunder. The force majeure provisions of **Section 19.1** do not limit Contractor's obligations under this **Section 14**.

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

14.2 Data Backup. Contractor will conduct, or cause to be conducted, daily back-ups of State Data and perform, or cause to be performed, other periodic back-ups of State Data on at least a weekly basis and store such back-ups as specified in **Schedule D**. All backed up State Data shall be located in the continental United States. On written notice from the State and, in any case, on a quarterly basis, Contractor will provide the State with a copy of the backed up State Data in such machine readable format as is specified in **Schedule D** or the State otherwise reasonably requests. Contractor will provide all quarterly back-ups at its sole cost and expense. The State will reimburse Contractor for all media costs and shipping charges reasonably incurred in fulfilling the State's additional requests for copies of backed up the State Data.

14.3 Disaster Recovery/Business Continuity. Throughout the Term and at all times in connection with its actual or required performance of the Services hereunder, Contractor will:

(a) maintain a Business Continuity and Disaster Recovery Plan for the Hosted Services (the "**DR Plan**"), and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. Contractor's current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan are attached as **Schedule E**. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance. Contractor will provide the State with copies of all such updates to the Plan within fifteen (15) days of its adoption by Contractor. All updates to the DR Plan are subject to the requirements of this **Section 14.3**; and

(b) provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after Contractor's receipt or preparation. If Contractor fails to reinstate all material Hosted Services within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Contract, in its sole discretion, immediately terminate this Contract as a non-curable default under **Section 7.1(a)**.

## 15. Indemnification.

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

(a) the Contractor's breach of any representation, warranty, covenant or obligation of Contractor under this Contract (including, in the case of Contractor, any action or failure to act by any Contractor Personnel that, if taken or not taken by Contractor, would constitute such a breach by Contractor); or

(b) any negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or nonperformance of any Services or other activity actually or required to be performed by or on behalf of, Contractor (including, in the case of Contractor, any Contractor Personnel) under this Contract, provided that, to the extent that any Action or Losses described in this **Section 15.1** arises out of, results from, or alleges a claim that any of the Services does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Rights or other rights of any third party, Contractor's obligations with respect to such Action and Losses, if any, shall be subject to the terms and conditions of **Section 15.2(a)** through **Section 15.2(b)** and **Section 15.3**.

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

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

(b) use of the Hosted Services by the State or an Authorized User pursuant to this Contract in combination with any software or service not provided, authorized or approved by or on behalf of Contractor, if (i) no violation of third party rights would have occurred without such combination and (ii) such software or service is not commercially available and not standard in

Contractor's or the State's industry and there are no Specifications, Documentation, or other materials indicating Contractor's specification, authorization or approval of the use of the Hosted Services in combination therewith.

### 15.3 Mitigation.

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

(b) Subject to the exclusions set forth in clauses (a) and (b) of **Section 15.2**, if any of the Services or any component or feature thereof is ruled to infringe or otherwise violate the rights of any third party by any court of competent jurisdiction, or if any use of any Services or any component thereof is threatened to be enjoined, or is likely to be enjoined or otherwise the subject of an infringement or misappropriation claim, Contractor must, at Contractor's sole cost and expense:

- (i) procure for the State the right to continue to access and use the Services to the full extent contemplated by this Contract and the Specifications; or
- (ii) modify or replace all components, features and operations of the Services that infringe or are alleged to infringe ("**Allegedly Infringing Features**") to make the Services non-infringing while providing equally or more suitable features and functionality, which modified and replacement services shall constitute Services and be subject to the terms and conditions of this Contract.

(c) If neither of the remedies set forth in **Section 15.3(b)** is reasonably available with respect to the Allegedly Infringing Features then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will:

- (i) refund to the State any prepaid Fees for Services that have not been provided; and
- (ii) in any case, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Features for a transition period of up to six (6) months to allow the State to replace the affected Services or Allegedly Infringing Features without disruption.

(d) The remedies set forth in this **Section 15.3** are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified pursuant to **Section 15.1** and **Section 15.2**.

15.4 Indemnification Procedure. The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 15**, 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.

#### **16. Limitations of Liability.**

(a) The State's Disclaimer of Damages. THE STATE WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

17. Mutual Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES SPECIFIED IN THE STATEMENT OF WORK.

#### **18. Contractor Representations and Warranties.**

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

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

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

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

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

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

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

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

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

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

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

(c) as accessed and used by the State or any Authorized User in accordance with this Contract and the Specifications, the Hosted Services, Documentation and all other Services

and materials provided by Contractor under this Contract will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;

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

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

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

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

(h) Contractor will not advertise through the Hosted Services (whether with adware, banners, buttons or other forms of online advertising) or link to external web sites that are not approved in writing by the State;

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

(j) During the term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Services, will apply solely to Contractor's (or its subcontractors) facilities and systems that host the Services (including any disaster recovery site), and regardless of anything to the contrary contained in any third-party software license

agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State systems or networks; and

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

18.3 **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CONTRACT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY SUBJECT MATTER HEREOF.

**19. Insurance.**

19.1 **Required Coverage.**

(a) **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>Umbrella or Excess Liability Insurance</b>	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	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.
<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>Privacy and Security Liability (Cyber Liability) Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
<b>Crime (Fidelity) Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Employee Theft Per Loss	Contractor must have their policy: (1) cover forgery and alteration, theft of money and securities, robbery and safe burglary, computer fraud, funds transfer fraud, money order and counterfeit currency, and (2) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as Loss Payees.
<b>Professional Liability (Errors and Omissions) Insurance</b>	
<u>Minimal Limits:</u> \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate  <u>Deductible Maximum:</u> \$50,000 Per Loss	

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

(c) If any of the required policies provide **claims-made** coverage, Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of contract work; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the contract of work; 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.

(d) 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.

19.2 Non-waiver. This **Section 18** 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).

## **20. Force Majeure.**

20.1 Force Majeure Events. Subject to **Section 19.2**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a "**Force Majeure Event**"), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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

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

- (a) in no event will any of the following be considered a Force Majeure Event:
  - (i) shutdowns, disruptions or malfunctions of the Contractor Systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or
  - (ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event; and

(b) no Force Majeure Event modifies or excuses Contractor's obligations under **Section 5** (Service Availability and Service Availability Credits), **Section 6.5** (Support Service Level Credits), **Section 9** (State Data), **Section 12** (Confidentiality), **Section 13** (Security), **Section 14** (Data Backup and Disaster Recovery) or **Section 15** (Indemnification), or any Availability Requirement, Support Service Level Requirement, Service Availability Credit or Service Level Credit obligations under this Contract or an applicable Statement of Work.

**21. Software Escrow.** The parties may enter into a separate intellectual property escrow agreement. Such escrow agreement will govern all aspects of Source Code escrow and release.

**22. Effect of Contractor Bankruptcy.** All rights and licenses granted by Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this agreement, including the Services, is and shall be deemed to be "embodiments" of "intellectual property" for purposes of and as such terms are used in and interpreted under section 365(n) of the United States Bankruptcy Code (the "**Code**") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory Statement of Works). Without limiting the generality of the foregoing, if Contractor or its estate becomes subject to any bankruptcy or similar proceeding, subject to the State's rights of election, all rights and licenses granted to the State under this Contract will continue subject to the respective terms and conditions of this Contract, and will not be affected, even by Contractor's rejection of this Contract.

### **23. General Provisions.**

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

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

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

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

If to Contractor:

GovDelivery, LLC  
E-mail: [contracts@govdelivery.com](mailto:contracts@govdelivery.com)  
Attention: Dawn Kubat/Contracts Department  
Title: Director of Contracts and Sales Operations

If to the State:

State of Michigan Central Procurement  
525 West Allegan Street  
Lansing, MI 48915  
E-mail: [barronj1@michigan.gov](mailto:barronj1@michigan.gov)  
Attention: Jarrod Barron  
Title: IT Category Specialist

Notices sent in accordance with this **Section 22.4** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5<sup>th</sup>) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

23.5 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, and the State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions. Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

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

23.7 Entire Agreement. This Contract, including all Statements of Work and other Schedules and Exhibits, constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Contract and those of any Schedule, Exhibit or other document, the following order of precedence governs: (a) first, this Contract, excluding its Exhibits and Schedules; and (b) second, the Exhibits and Schedules to this Contract as of the Effective Date. NO TERMS ON CONTRACTORS WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

23.8 Assignment. Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Contract, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior written consent. The State has the right to terminate this Contract in its entirety or any Services or Statements of Work hereunder, pursuant to **Section 7.2**, if Contractor delegates or otherwise transfers any of its obligations or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Contractor of any of such obligations or performance. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Contractor (regardless of whether Contractor is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Contract for which the State's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this **Section 22.8** is void.

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

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

23.11 Severability. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

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

23.13 Equitable Relief. Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this **Section 22.13**.

23.14 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.

23.15 Unfair Labor Practice. Under 1980 PA 278, MCL 423.321, *et seq.*, the State must not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A contractor of the State, in relation to the contract, must not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, after award of the contract, the contractor as an employer or the name of the subcontractor, manufacturer or supplier of the contractor appears in the register.

23.16 Schedules All Schedules that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

<b>Schedule A</b>	Statement of Work
<b>Schedule B</b>	Key Personnel
<b>Schedule C</b>	Data Security Requirements
<b>Schedule D</b>	Data Backup Requirements
<b>Schedule E</b>	Business Continuity and Disaster Recovery Plan

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

## SCHEDULE A – STATEMENT OF WORK (SOW)

### **1.000 Project Identification**

#### **1.001 Project Summary**

The purpose of this project is to implement a Digital Communications suite of products via Software as a Service. The products must handle large volume e-mail distributions (over 100,000 recipients at a time), mass text messaging, a customized short code, and allow for departmental account branding. The vendor must also provide technical support and user training for the duration of the contract. In addition to the core services described above, the parties have included additional optional related features the vendor offers within this product line. These additional features are priced on an “ala carte” basis so that if they are desired by a particular agency that agency can procure those additional services.

### **1.100 Scope of Work and Deliverables**

#### **1.101 In Scope**

This project consists of the following scope:

- Software as a Service
- Implementation
  - Data Conversion
  - Data Migration
  - Configuration (Branding)
  - Interfaces/Integration
  - Testing
- Training
- Documentation
- Operation Services
- Maintenance and Support
- Optional Supplemental Products, Features and Services

A more detailed description of the software, services (work) and deliverables sought for this project is provided in Section 1.104 below.

#### **1.102 Out Of Scope**

The following are out of scope:

- Standard e-mail messaging to/from all SOM employees.

#### **1.103 Environment**

Contractor shall provide services and products that conform to the following State IT policies and standards:

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

Contractor and its subcontractors shall comply with all SOM DTMB IT security standards and the security access requirements for individual SOM facilities.

#### **1.104 Work And Deliverables**

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

##### **A. Software as a Service**

Contractor shall provide a vendor-hosted, web-based Software as a Service (SaaS) digital communications solution meeting the requirements in Schedule B. Since the State has already implemented Contractor’s GovDelivery Communications Cloud (the Cloud), Contractor shall continue to provide any and all software applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the

foregoing, that Contractor provides remote access to and use of as part of the Service Software. Contractor will provide all ongoing software and hardware hosting in a secure environment in a manner that satisfies the service levels described in the Contract Terms and Schedule B.

## SUBSCRIPTION DETAILS

### COMMUNICATIONS CLOUD

The Cloud is a SaaS solution that enables government organizations to connect with more people. By leveraging the Cloud, the State will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The State will access to up to 1,000,000 SMS/text messages (shared between all SOM agencies) per year from a shared short code within the United States (International numbers are not supported). SMS/text messages not used in the Period of Performance will not carry over to the following year. SOM agencies that currently use higher topic and administrator levels will be able to continue to use those inclusions at those levels.

#### INCLUSIONS PER AGENCY INCLUDED IN SOM:

- Unlimited email sends with industry-leading delivery and management of all bounces
- Unlimited subscribers
- Support to upload and migrate existing email lists
- Access to participate in the GovDelivery Network
- Ability to send mass notifications to multiple devices
- 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support
- Up to 1 GovDelivery account(s)
- Access to a complete archive of all data created by SOM for 18 months (rolling)
- Up to 3 hours of message template and integration development
- Up to 100 subscription topics
- Up to 50 administrators
- Up to 3 Web-hosted training sessions annually

### SOFTWARE ACCEPTABLE USE

#### Advanced Network

GovDelivery is highly effective in helping organizations work together to reach more people. Organizations expect the data obtained through this network to be protected and used for public sector purposes; therefore, transferring this data outside of GovDelivery is an unappealing risk that limits participation in the GovDelivery Network.

To maintain the integrity of the Advanced Network, subscribers added to SOM's audience via the GovDelivery Advanced Network ("Network Subscribers") are available for use only while SOM is under an active subscription with GovDelivery. Network Subscribers will not transfer to SOM upon termination of any GovDelivery agreement. SOM shall not use or transfer any of the Network Subscribers after termination of its contract with GovDelivery. All information related to Network Subscribers must be destroyed by SOM within 15 calendar days of the contract with GovDelivery terminating.

During the last 10 calendar days of SOM's contract with GovDelivery, SOM may send an opt-in email to Network Subscribers that shall include an explanation of SOM's relationship with GovDelivery terminating and that the Network Subscribers may visit SOM's website to subscribe to further updates from the SOM in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to SOM upon termination.

#### Data Sources

Data uploaded into GovDelivery must be brought in from SOM sources (interactions with end users and opt-in contact lists). SOM cannot upload purchased contact information into GovDelivery without GovDelivery's written permission and professional services support for "list cleansing". GovDelivery may require that any subset of data go through a cleansing process to support end users re-confirmation of data and contact interests. This typically occurs with large data sets and old data sets where contact information is not recently verified.

#### Content

SOM can only use GovDelivery to share content that is created by and owned by SOM and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a GovDelivery license. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to SOM, can be removed or limited by GovDelivery.

#### **Subscriber Information**

Data provided by SOM and contact information gathered through SOM's own Web properties or activities will remain the property of SOM, including any and all personally identifiable information (PII). GovDelivery will not release the data without the express written permission of SOM, unless required by law.

#### **GovDelivery Solutions**

GovDelivery shall maintain sole ownership of the GovDelivery system and all modifications made to the system, regardless of whether these modifications are made specifically to accommodate SOM's content within GovDelivery.

#### **Advertising**

GovDelivery's Solutions shall not be used for any product sales or advertising unless approved in writing, in advance, by GovDelivery. GovDelivery's financial viability depends on its ability to charge users for access to the GovDelivery Network for building digital audiences, GovDelivery reserves the right to request the details of any agreement between SOM and a third party that compensates SOM for the right to have information included in messages sent through the Solution prior to approving the presence of Advertising within GovDelivery.

#### **Deliverable(s)**

- Licenses for software usage
- API solutions for automating the sending of messages
- Hosting
- Systems management
- Disaster recovery
- Security administration services
- Storage services

#### **Acceptance Criteria**

- High level acceptance criteria per SOW Section 1.401.
- Software meets the requirements detailed in Appendix A1.
- Software licenses granted in accordance with Contract Terms.
- Services provided in accordance with Contract Terms.
- Services have been approved by DTMB Project Manager.

#### **B. Re-Implementation of Existing Accounts and Implementation of New Accounts**

Upon request, at the State's sole option, Contractor will complete all tasks required to fully re-implement the Digital Communications software. Re-implementation will include, but not be limited to, the following high-level tasks:

- Review existing configuration of the Communications Cloud accounts, Granicus Network, MIGOV shortcode, any State-specific systems, text messaging, website analytics tools, social media (Facebook/Twitter), etc., and recommend any changes for approval
- Execute approved changes
- Complete testing and test cases, as needed
- Identify, extract, analyze, and migrate any newly uncovered communications and audience data (maximize usage)
- Review existing branding, and adjust as needed.
- Locate additional usage opportunities (new functionality, additional admins, departments/programs/initiatives)

Existing accounts may be re-implemented as shown below. Any new accounts would be fully implemented in the manner detailed as a level 3 in the attached plan. In addition, we included our plans for the reimplementation

process in the original RFP response. Up to five (5) agencies may re-implemented at any given time unless mutually agreed upon by the State and Contractor.

**Level 1 (30 days or less) - (15 hrs + 8 hours across 30 days client effort)**

Upon State's request, Contractor shall provide up to 23 Level 1 Re-implementations during the life of the Contract, which shall include:

- Discovery/Plan/Investigate
- Topic Optimization (1-20 Topics)
- Admin Audit
  - Logins
  - Privileges
- Template Review (Up to 1 Layout & 2 Unique Templates)
- Basic Overlay/Signup Review
- Admin Training (1 Hour)
- Single account

**Level 2 (30-60 Days) - (25 hrs + 16 hours over 60 days client effort)**

Upon State's request, Contractor shall provide up to 4 Level 2 Re-implementations during the life of the Contract, which shall include:

- Discovery/Plan/Investigate
- Topic Optimization (20-100 Topics)
- Admin Audit
  - Logins
  - Privileges
  - Notification Settings
- Template Review (Up to 2 Layouts & 4 Unique Templates)
- Overlay/Signup Review (Include topic specific or two-step overlays)
- Admin Training (2 Hours)
- Page Watch Audit (Up to 10 URLs)
- Network Review (1 Hour)
- Settings Optimization
- Single account

**Level 3 (90 Days) - (40 hrs + 25 hours over 90 days client effort)**

Upon State's request, Contractor shall provide up to 6 Level 3 Re-implementations during the life of the Contract, which shall include:

- Discovery/Plan/Investigate
- Topic Optimization (100+ Topics)
- Admin review (may include BI reporting request, custom scope reqd)
  - Logins
  - Privileges
- Template Review (Up to 2 Layouts & 5 Unique Templates)
- Multiple Overlay/Signup Review (Up to 5)
- Page Watch Audit (11 URL+)
- Admin Training (Multi-level)
- Network Review (Up to 3 Hours)
- Security Review
- Settings Optimization
- Single account

**Additional Support and Implementation Inclusions**

All implemented and re-implemented accounts shall include the following:

- Support to upload and migrate existing email lists
- Access to participate in the GovDelivery Network
- Ability to send mass notifications to multiple devices

- 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support
- Up to 3 Web-hosted training sessions annually
- Unlimited email sends with industry-leading delivery and management of all bounces
- Unlimited use of Knowledge Base articles available via support page
- Unlimited use of On Demand Training Videos
- On Demand Video Training: <https://learning.govloop.com/govdeliveryacademy/courses/>

#### **Deliverable(s)**

Services to implement the application, including the activity and documentation of:

- Configuration of the system per specified requirements (i.e. SOM and/or Agency Branding).
- Completed testing and test cases.

#### **Acceptance Criteria**

- High-level acceptance criteria per SOW Section 1.401.
- Digital Communications System meets all requirements specified in Schedule B, as validated and verified during the Initiation and Planning phase.
- All services and implemented requirements tested and approved per Contract Terms.

### **C. Maintenance and Support**

Contractor will provide Software Maintenance and Support and Help Desk Support for the Digital Communications System as a SaaS solution in a manner that satisfies the service availability requirements described in the Contract Terms. Contractor Help Desk Support will be available 8 a.m. to 5 p.m. Eastern Time on Business Days, as defined in Contract Terms.

#### **Deliverable(s)**

- Software Maintenance & Support
- Help Desk Support

#### **Acceptance Criteria**

- High-level acceptance criteria per SOW Section 1.401.
- Services provided in accordance with Contract Terms.
- Services have been approved by DTMB Project Manager.

### **D. Optional Supplemental Products, Features and Services**

Upon request and at the State's sole option, the Contractor will provide additional products, features or services during the term of the contract and any renewal terms. To add supplemental products, features or services to the contract, the parties will execute a Contract Change Notice will be executed. A fully executed Contract Change Notice is required prior to issuance of any Purchase Order release. A Purchase Order is required prior to providing any supplemental products, features or services.

#### **Deliverable(s)**

- Written Proposal including project schedule and quote
- Services upon the State's request

#### **Acceptance Criteria:**

- Products, Features and services conforming to each respective Statement of Work and Written Proposal.
- High-level acceptance criteria for Document Deliverables are listed in SOW Section 1.401.
- High-level acceptance criteria for the Services are listed in the Contract Terms.

### **1.200 Acceptance**

The following is standard acceptance criteria for all document and software deliverables.

### **Document Deliverables**

1. Documents are dated and in electronic format, compatible with State of Michigan software.
2. Requirements documents are reviewed and updated throughout the development process to assure requirements are delivered in the final product.
3. Draft documents are not accepted as final deliverables.
4. The documents will be reviewed and accepted in accordance with the requirements of the Contract and Appendices.
5. DTMB will review documents within a mutually agreed upon timeframe. In the absence of an agreed timeframe, the Contract Terms will control.
  - a. Approvals will be written and signed by both the DTMB Project Manager and Agency Project Manager.
  - b. Issues will be documented and submitted to the Contractor.
  - c. After issues are resolved or waived, the Contractor will resubmit documents for approval within 10 days of receipt.
6. Deliverable approval process has been followed and met.

**Software Deliverables** - Software includes, but is not limited to, software product, development tools, support tools, data migration software, integration software, and installation software.

1. Beta software is not accepted as final deliverable.
2. The software will be reviewed and accepted in accordance with the requirements of the contract.
3. DTMB will review software within a mutually agreed upon timeframe for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery, and operation.
  - a. Approvals will be written and signed by both the DTMB Project Manager and Agency Project Manager.
  - a. Unacceptable issues will be documented and submitted to the Contractor.
  - b. After issues are resolved or waived, the Contractor will resubmit software for approval within 30 days of receipt.
4. Software is installed and configured, with assistance from DTMB, in an appropriate environment (e.g. development, conversion, QA testing, UAT testing, production, and training).
5. Contingency plans, de-installation procedures, and software are provided by the Contractor and approved by both the DTMB Project Manager and Agency Project Manager.
6. Final acceptance of the software will depend on the successful completion of User Acceptance Testing (UAT).
7. Testing will demonstrate the system's compliance with the requirements of the Contract. At a minimum, the testing will confirm the following:
  - a. Functional - the capabilities of the system with respect to the functions and features described in the Contract.
  - b. Performance - the ability of the system to perform the workload throughput requirements. All problems should be completed satisfactorily within the allotted time frame.
8. DTMB will review test software, data, and results within a mutually agreed upon timeframe. In the absence of an agreed timeframe, the Contract Terms will control.
  - a. Approvals will be written and signed by both the DTMB Project Manager and Agency Project Manager.
  - b. Unacceptable issues will be documented and submitted to the Contractor.
  - c. After issues are resolved or waived, the Contractor will resubmit test software, data and results for approval within 30 days of receipt.
10. Software source code, where applicable, is reviewed by DTMB within a mutually agreed upon timeframe for readability, structure, and configuration management.
  - a. Approvals will be written and signed by both the DTMB Project Manager and Agency Project Manager.
  - b. Unacceptable issues will be documented and submitted to the Contractor.
  - c. After issues are resolved or waived, the Contractor will resubmit source code for approval.
11. Deliverable approval process has been followed and met.

**SCHEDULE B – REQUIREMENTS**

REQ.NO	DETAIL	CONTRACTOR RESPONSE				
		YES			NO	
		Out-of-the-Box	Configure	Customize	Unable To Fulfill	Comments
<b>1</b>	<b>Application Requirements</b>					
1.01	The software shall provide the SOM with the ability to send mass e-mail messages without issue.	X				
1.02	The software shall provide the SOM with the ability to send mass SMS messages without issue	X				
1.03	The software shall be accessible to SOM users from any device connected to the internet	X				
1.04	The software shall safeguard the SOM from being blacklisted.	X				
<b>2</b>	<b>Client / Workstation</b>					
2.01	The Application must function with the following web browser(s) in an INTERNET environment:	X				
	Microsoft IE 11.0 or above, Safari, Google Chrome, Mozilla Firefox	X				
<b>3</b>	<b>Product Development</b>					
3.01	The product technology must not require any installed component in the user browser	X				
<b>4</b>	<b>Application Security</b>					
4.01	The solution must have built-in security controls and meet or exceed current SOM security requirements as described in the State Administrative Guide: <a href="http://www.michigan.gov/dtmb/0,5552,7-150-9131_9347---,00.html">http://www.michigan.gov/dtmb/0,5552,7-150-9131_9347---,00.html</a>	X				
4.02	Application access must be loggable and have a viewable audit trail(s) which can be provided to SOM upon request or are accessible to system administrators	X				
4.03	Changes to user permissions must be loggable and have audit trail(s) which can be provided to SOM upon request or are accessible to system administrators	X				
4.04	Access to audit trail logs must be able to be restricted to approved administrators	X				
4.05	Application access and changes to application access must log the following information:					
	Date/time	X				
	Nature of operation	X				
	Name of changed item	X				
	Name of who made the change	X				
	Before and after value of the changed item	X				
4.06	Passwords and User ID's must be able to:					

REQ.NO	DETAIL	CONTRACTOR RESPONSE				
		YES			NO	
		Out-of-the-Box	Configure	Customize	Unable To Fulfill	Comments
	Protect sensitive data	X				
	Restrict access to only those intended	X				
	Meet State/Agency Security Standards	X				
	Be encrypted	X				
4.07	User authentication methods, based on risk and severity level, may include:					
	User ID and Passwords	X				
4.08	Client application must support encryption of data both at rest and in motion, in accordance with the data classification	X				
4.09	Applications and systems must adhere to SOM Policy 1335.00.03 regarding Access Control Standard: <a href="http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html">http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html</a>	X				
4.10	Applications and systems must adhere to SOM Policy 1335.00.09 regarding Access to Protected Data Resources Standard: <a href="http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html">http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html</a>	X				
4.11	End-user software applications, or components thereof, must <b>not</b> require privileged, super-user or administrator mode in order to function properly	X				
<b>5</b>	<b>Identity Management</b>					
5.01	The application must support one of the following authentication requirement:	X				
	Active Directory 2008 or 2012			X		Authentication via Active Directory Federated Services is being considered in the Cloud roadmap.
	User ID and Passwords	X				
5.02	Application authentication and authorization must be by individual user. User account information must be stored securely in a database. Users may belong to groups and roles	X				
5.03	The application must enforce the following rules on individual passwords for allowable characters, length and expiration period:	X				
	Standard Windows characters allowed	X				
	Minimum of 8 characters in length	X				
	Expires every 90 days	X				
	Cannot reuse password for 1 year	X				
5.04	The application must provide the system administrators with the capabilities to define different roles with different privileges	X				
5.05	The application must provide the capabilities to create groups whose members are role-based. These groups will be defined during the requirements gathering phase	X				

REQ.NO	DETAIL	CONTRACTOR RESPONSE				Comments
		YES			NO	
		Out-of-the-Box	Configure	Customize	Unable To Fulfill	
<b>6</b>	<b>Network Security</b>					
6.01	Client applications must adhere to SOM Policy 1340.00 regarding Information Technology Information Security: <a href="http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html">http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html</a>	X				
6.02	Applications and systems must adhere to SOM Policy 1335.00.02 regarding Remote Access to IT Resources and Applications: <a href="http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html">http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html</a>	X				
6.03	Web interface or browser technology must use TCP/IP protocol through Ports 80 or 443	X				
6.04	Application communication between users and system components over the network must be loggable and the log file provided upon request to SOM	X				The Cloud logs are available within the system and only available to authorized administrators.
<b>7</b>	<b>Solution Architecture</b>					
7.01	The solution/application must support installation and operation in one or more disparate hosting centers. Fail-over from one hosting center to another must be possible without exceeding parameters specified in the Service Level Agreement (SLA).	X				
7.02	A Service Level Agreement (SLA) must be in effect for the solution/system specifying, at a minimum, the following:					
	Criticality Level (Critical, High, Medium)	X				
	Recovery Point Objective (time in hours)	X				
	Recovery Time Objective (time in hours)	X				
7.03	The ability to export data in the following output formats must be available:					
	PDF	X				
	MS Excel	X				
<b>8</b>	<b>System Administration</b>					
8.01	Application/System documentation must provide access to FAQ and/or Support Information for frequent issues administrative staff may encounter	X				
<b>9</b>	<b>System Performance</b>					
9.01	The system must meet performance benchmark times for:					
	Page refresh in under three seconds	X				
	Database query execution in under two seconds	X				Database query execution time is based on the data being requested, ie. one month performance vs. one year performance.
<b>10</b>	<b>Application Management</b>					

REQ.NO	DETAIL	CONTRACTOR RESPONSE				Comments
		YES			NO	
		Out-of-the-Box	Configure	Customize	Unable To Fulfill	
10.01	All known security vulnerabilities must be addressed in accordance with industry-accepted system hardening standards. Industry-accepted standards include:					
	SysAdmin Audit Network Security (SANS)	X				
	National Institute of Standards Technology (NIST)	X				GovDelivery has been assessed by objective third parties and holds the following accreditations: ISO 27001:2013, G-Cloud IL2, ASES-16, 508 Compliant, NIST, and is FedRAMP certified.
	Center for Internet Security (CIS)	X				
	SOM DTMB Standards	X				
10.02	Prevention of common coding vulnerabilities must be covered in software development processes, including:					Developers are required to take security training annually which covers the OWASP top 10 list of common security flaws. In addition, the Cloud is scanned at least monthly in addition to a third-party scan and penetration test being contracted to ensure no new vulnerabilities are added.
	Cross-side scripting (XSS)	X				
	Injection flaws, particularly SQL injection. Also consider LDAP and Xpath injection flaws.	X				
	Malicious file execution	X				
	Unsecure direct object references	X				
	Cross-site request forgery (CSRF)	X				
	Information leakage and improper error handling	X				
	Broken authentication and session management	X				
	Unsecure cryptographic storage	X				
	Unsecure communications	X				
	Failure to restrict URL access	X				
10.03	A user's identity must be verified before performing a password reset.	X				
10.04	First-time passwords must be set to a unique value for each user and each user change this initial password immediately upon first use	X				
10.05	Access rights for any terminated user must be immediately revoked	X				Terminated users are controlled by SOM administrators.
10.06	Group, shared, or generic accounts and passwords are prohibited	X				

REQ.NO	DETAIL	CONTRACTOR RESPONSE				
		YES			NO	
		Out-of-the-Box	Configure	Customize	Unable To Fulfill	Comments
10.07	User passwords must be changed at least every 90 days	X				
10.08	All passwords must have a minimum password length of at least eight (8) characters	X				
10.09	All passwords must contain a mix of both numeric (0-9) and alphabetic (a-z, A-Z) characters. Optional non-alphanumeric characters (e.g. !\$#%) should be allowed	X				
10.10	A new individual password for a specific user account must be different from any of the last four passwords for that user account	X				
10.11	Repeated access attempts must be limited by locking out the user after six (6) consecutive unsuccessful attempts	X				By default, an administrator's account is locked for 30 minutes after three (3) unsuccessful login attempts from the same user ID and IP address within 5 minutes.
10.12	The user lockout duration must be set to a minimum of 30 minutes or until administrator re-enables the user ID	X				
10.13	A user must re-enter his or her password to re-activate the session after more than 15 minutes of idle time		X			Password specifications may be configured at implementation.
10.14	A password cannot at any time be the same as a user ID	X				
<b>11</b>	<b>Application Design</b>					
11.01	Applications and systems must conform with SOM eMichigan Policy regarding "Look and Feel Standards for Web applications and Sites": <a href="http://www.michigan.gov/documents/som/Look_and_Feel_Standards_302051_7.pdf">http://www.michigan.gov/documents/som/Look_and_Feel_Standards_302051_7.pdf</a>	X				GovDelivery integrates seamlessly with SOM's existing websites and content-management process without the need to install or alter any SOM server.
	Americans with Disabilities Act (ADA) compliant on the front end. See Contract Terms section 9.7.	X				
	Americans with Disabilities Act (ADA) compliant on the back end. See Contract Terms section 9.7.	X				
	Mobile compatible	X				
<b>12</b>	<b>Business Requirements</b>					
12.01	The software shall have the ability to use Custom and/or stock templates with WYSIWYG editor	X				GovDelivery will include native tools and templates designed for non-technical users, to create, maintain, and send content-rich, HTML email messages, (e.g., e-newsletters).
12.02	The software shall provide the ability to drag and drop components to create a template message.	X				GovDelivery will include native tools and templates designed for non-technical users, to create, maintain, and send content-rich,

REQ.NO	DETAIL	CONTRACTOR RESPONSE				Comments
		YES			NO	
		Out-of-the-Box	Configure	Customize	Unable To Fulfill	
						HTML email messages, (e.g., e-newsletters).
12.03	The software shall utilize mobile responsive messaging templates.	X				
12.04	The software shall provide ability to integrate messaging with social media platforms including Facebook and Twitter.	X				
12.05	The software shall provide ability to utilize Page Watch functionality to initiate mass messaging.	X				
12.06	The software shall provide ability to import and export address lists for mass messaging subscribers.	X				
12.07	The software shall provide ability to send messages in plain text.	X				
12.08	The software shall provide ability to spell check messages prior to sending.				X	Spell check comes standard with internet browsers and may be configured to provide spell check for the Cloud.
12.09	The software shall provide ability to cleanse e-mail addresses (eliminate duplicate addresses and remove addresses that are undeliverable).	X				
12.10	The software shall provide the ability to use custom data fields.	X				
12.11	The software shall provide reports of users that unsubscribe from messaging	X				
12.12	The software shall provide the ability to conduct A/B testing on the audience receiving the messaging.	X				Simple manual A/B testing is available in the Communications Cloud.
12.13	The software shall provide ability to segment users/reipients.	X				
12.14	The software shall provide ability to use a custom auto-respond message.	X				
12.15	The software shall provide image/file hosting.	X				
12.16	The software shall provide the ability to create templates and email from code.	X				
12.17	The software shall provide the ability to integrate surveys.		X			Links to surveys may be included with email messages.
12.18	The software shall provide ability to integrate with the SOM content management system.	X				GovDelivery's API key can be made available to SOM developers to integrate with the Cloud with SOM content management system.
12.19	The software shall provide the API's to be used to integrate with other SOM systems.	X				

**Table 1: Assumptions and Volume Price Model**

The GovDelivery Digital Communications suite of products via Software-as-a-Service is known as the GovDelivery Communications Cloud platform

Ala Carte items are listed on Table 3 and 4 under “Other”. One-time fees for additional ala carte products are also listed on these tables. Once an account is setup, licenses cannot be transferred to another agency.

Table 2 Software pricing Total Cost (\$) compares Table 3 Total Individual Pricing Years 1 – 5 for 33 accounts and Table 5 Volume Pricing totals for Years 1 – 5.

Potential Users = The greater of quarterly website visits or 12x the subscriber base, less 20%

Volume pricing for Communications Cloud starts with “Up to 35” accounts. This is the starting number assuming that SOM will begin with its 33 existing active accounts and allows for two additional accounts, which includes full implementation for those two accounts. Once an account for an agency in a Volume Tier is setup, the license cannot be transferred to a new agency.

**Table 2: Cost Summary**

Project Cost(s)	Total Cost (\$)	Comments
<b>Software</b>  Table 5 total – Volume Pricing	<b>\$2,364,089.16</b>	Volume Pricing for up to 35 accounts Communications Cloud SaaS Years 1 – 5  There are no additional fees for implementation unless SOM purchases single Communications Cloud subscriptions or other Digital Communications Solutions
<b>Total</b>	<b>\$2,364,089.16</b>	

**Table 3: Software: Years 1-5**

Item	Product	License Type	# of Licenses	Cost (\$)					Total Cost (\$)	Comments
				Year 1	Year 2	Year 3	Year 4	Year 5		
SaaS License (list):	One-time fee Communications Cloud	Potential Users 100,000- 249,999	1	\$ 19,837	\$ -	\$ -	\$ -	\$ -	\$ 19,837	
SaaS License (list):	Annual Fee Communications Cloud	Potential Users 100,000- 249,999	1	\$ 23,860	\$ 25,053	\$ 26,306	\$ 27,621	\$ 29,002	\$ 131,841	Individual cost of purchasing the Cloud outside of Volume Tiers (Table 5)
	<b>Advanced Package</b>			<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total Cost (\$)</b>	
Other:	One-time fee Advanced Package	Potential Users 100,000- 249,999	1	\$ 6,216	\$ -	\$ -	\$ -	\$ -	\$ 6,216	
Other:	Annual Fee Advanced Package	Potential Users 100,000- 249,999	1	\$ 9,967	\$ 10,465	\$ 10,988	\$ 11,538	\$ 12,115	\$ 55,073	
Other:	One-time fee Advanced Package	Potential Users 250,000-499,999	1	\$ 9,142	\$ -	\$ -	\$ -	\$ -	\$ 9,142	
Other:	Annual Fee Advanced Package	Potential Users 250,000-499,999	1	\$ 14,657	\$ 15,390	\$ 16,159	\$ 16,967	\$ 17,816	\$ 80,990	
Other:	One-time fee Advanced Package	Potential Users 500,000-999,999	1	\$ 13,434	\$ -	\$ -	\$ -	\$ -	\$ 13,434	
Other:	Annual Fee Advanced Package	Potential Users 500,000-999,999	1	\$ 21,555	\$ 22,632	\$ 23,764	\$ 24,952	\$ 26,200	\$ 119,102	
Other:	One-time fee Advanced Package	Potential Users 1,000,000-1,999,999	1	\$ 19,696	\$ -	\$ -	\$ -	\$ -	\$ 19,696	
Other:	Annual Fee Advanced Package	Potential Users 1,000,000-1,999,999	1	\$ 31,580	\$ 33,159	\$ 34,817	\$ 36,558	\$ 38,386	\$ 174,499	
Other:	One-time fee Advanced Package	Potential Users 2,000,000-2,999,999	1	\$ 25,949	\$ -	\$ -	\$ -	\$ -	\$ 25,949	
Other:	Annual Fee Advanced Package	Potential Users 2,000,000-2,999,999	1	\$ 41,605	\$ 43,685	\$ 45,870	\$ 48,163	\$ 50,571	\$ 229,895	
	<b>Interactive Text</b>			<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total Cost(\$)</b>	
Other:	One-time fee Interactive Text	Potential Users 100,000- 249,999	1	\$ 4,485	\$ -	\$ -	\$ -	\$ -	\$ 4,485	

Other:	Annual Fee Interactive Text	Potential Users 100,000- 249,999	1	\$ 9,967	\$ 10,465	\$ 10,988	\$ 11,538	\$ 12,115	\$ 55,073	Messages not used in the current annual term do not roll over to the next term
Other:	One-time fee Interactive Text	Potential Users 250,000-499,999	1	\$ 6,596	\$ -	\$ -	\$ -	\$ -	\$ 6,596	
Other:	Annual Fee Interactive Text	Potential Users 250,000-499,999	1	\$ 14,657	\$ 15,390	\$ 16,159	\$ 16,967	\$ 17,816	\$ 80,990	Messages not used in the current annual term do not roll over to the next term
Other:	One-time fee Interactive Text	Potential Users 500,000-999,999	1	\$ 9,700	\$ -	\$ -	\$ -	\$ -	\$ 9,700	
Other:	Annual Fee Interactive Text	Potential Users 500,000-999,999	1	\$ 21,555	\$ 22,632	\$ 23,764	\$ 24,952	\$ 26,200	\$ 119,102	Messages not used in the current annual term do not roll over to the next term
Other:	One-time fee Interactive Text	Potential Users 1,000,000-1,999,999	1	\$ 14,211	\$ -	\$ -	\$ -	\$ -	\$ 14,211	
Other:	Annual Fee Interactive Text	Potential Users 1,000,000-1,999,999	1	\$ 31,580	\$ 33,159	\$ 34,817	\$ 36,558	\$ 38,386	\$ 174,499	Messages not used in the current annual term do not roll over to the next term
Other:	One-time fee Interactive Text	Potential Users 2,000,000-2,999,999	1	\$ 18,722	\$ -	\$ -	\$ -	\$ -	\$ 18,722	
Other:	Annual Fee Interactive Text	Potential Users 2,000,000-2,999,999	1	\$ 41,605	\$ 43,685	\$ 45,870	\$ 48,163	\$ 50,571	\$ 229,895	Messages not used in the current annual term do not roll over to the next term
	<b>FedRamp Security</b>			<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total Cost(\$)</b>	
Other:	FedRamp Security	Potential Users 100,000- 249,999	1	\$ 6,645	\$ 6,977	\$ 7,326	\$ 7,692	\$ 8,076	\$ 36,715	Annual fee
Other:	FedRamp Security	Potential Users 250,000-499,999	1	\$ 9,771	\$ 10,260	\$ 10,773	\$ 11,312	\$ 11,877	\$ 53,993	Annual fee
Other:	FedRamp Security	Potential Users 500,000-999,999	1	\$ 14,370	\$ 15,088	\$ 15,843	\$ 16,635	\$ 17,466	\$ 79,401	Annual fee
Other:	FedRamp Security	Potential Users 1,000,000-1,999,999	1	\$ 21,053	\$ 22,106	\$ 23,211	\$ 24,372	\$ 25,590	\$ 116,333	Annual fee
Other:	FedRamp Security	Potential Users 2,000,000-2,999,999	1	\$ 27,737	\$ 29,124	\$ 30,580	\$ 32,109	\$ 33,714	\$ 153,263	Annual fee

	Targeted Messaging			Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost(\$)	
Other:	One-time fee Targeted Messaging	Set Up Fee for up to 400,000 Messages	1	\$ 13,489	\$ -	\$ -	\$ -	\$ -	\$ 13,489	
Other:	Annual Fee Targeted Messaging	Up to 400,000 Messages	1	\$ 16,225	\$ 16,225	\$ 16,225	\$ 16,225	\$ 16,225	\$ 81,124	Messages not used in the current annual term do not roll over to the next term
Other:	One-time fee Targeted Messaging	Set Up Fee for up to 1,000,000	1	\$ 19,870	\$ -	\$ -	\$ -	\$ -	\$ 19,870	
Other:	Annual Fee Targeted Messaging	Up to 1,000,000	1	\$ 23,860	\$ 23,860	\$ 23,860	\$ 23,860	\$ 23,860	\$ 119,300	Messages not used in the current annual term do not roll over to the next term
Other:	One-time fee Targeted Messaging	Set Up Fee for up to 2,000,000	1	\$ 29,119	\$ -	\$ -	\$ -	\$ -	\$ 29,119	
Other:	Annual Fee Targeted Messaging	Up to 2,000,000	1	\$ 35,088	\$ 35,088	\$ 35,088	\$ 35,088	\$ 35,088	\$ 175,440	Messages not used in the current annual term do not roll over to the next term
Other:	One-time fee Targeted Messaging	Set Up Fee for up to 4,000,000	1	\$ 42,900	\$ -	\$ -	\$ -	\$ -	\$ 42,900	
Other:	Annual Fee Targeted Messaging	Up to 4,000,000	1	\$ 51,600	\$ 51,600	\$ 51,600	\$ 51,600	\$ 51,600	\$ 258,000	Messages not used in the current annual term do not roll over to the next term
Other:	One-time fee Targeted Messaging	Set Up Fee for up to 8,000,000	1	\$ 62,900	\$ -	\$ -	\$ -	\$ -	\$ 62,900	
Other:	Annual Fee Targeted Messaging	Up to 8,000,000	1	\$ 75,600	\$ 75,600	\$ 75,600	\$ 75,600	\$ 75,600	\$ 378,000	Messages not used in the current annual term do not roll over to the next term
	<b>SMS</b>			<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total Cost(\$)</b>	
Other:	SMS	Up to 100,000 Messages	1	\$ 5,160	\$ 5,160	\$ 5,160	\$ 5,160	\$ 5,160	\$ 25,800	Messages not used in the current annual term do not roll over to the next term

Other:	SMS	Up to 1 Million Messages	1	\$ 29,475	\$ 29,475	\$ 29,475	\$ 29,475	\$ 29,475	\$ 147,375	Messages not used in the current annual term do not roll over to the next term
Other:	SMS	Up to 2.5 Million Messages	1	\$ 56,850	\$ 56,850	\$ 56,850	\$ 56,850	\$ 56,850	\$ 284,250	Messages not used in the current annual term do not roll over to the next term
Other:	SMS	Up to 5 Million Messages	1	\$ 103,175	\$ 103,175	\$ 103,175	\$ 103,175	\$ 103,175	\$ 515,875	Messages not used in the current annual term do not roll over to the next term
Other:	SMS	Up to 10 Million Messages	1	\$ 197,905	\$ 197,905	\$ 197,905	\$ 197,905	\$ 197,905	\$ 989,525	Messages not used in the current annual term do not roll over to the next term
	<b>Custom Short Code</b>			<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total Cost(\$)</b>	
Other:	<b>Custom Short Code</b>	1	1	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 90,000	
Other:	<b>Digital Engagement</b>			<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total Cost(\$)</b>	
Other:	Audience Acceleration	Up to 5,000 – 10,000 New Subscribers	1	\$23,685	\$23,685	\$23,685	\$23,685	\$23,685	\$118,425	
Other:	Audience Acceleration	Up to 15,000 – 25,000 New Subscribers	1	\$51,320	\$51,320	\$51,320	\$51,320	\$51,320	\$256,600	
Other:	Audience Acceleration	Up to 35,000 – 50,000 New Subscribers	1	\$99,495	\$99,495	\$99,495	\$99,495	\$99,495	\$497,475	
Other:	Audience Acceleration	Up to 80,000 – 100,000 New Subscribers	1	\$193,700	\$193,700	\$193,700	\$193,700	\$193,700	\$968,500	
Other:	Managed Services		1	Customized	Customized	Customized	Customized	Customized	Customized	Pricing is customized year over year based on the services requested
Other:	Digital Campaign Management		1	Customized	Customized	Customized	Customized	Customized	Customized	Pricing is customized year over year based on the services requested
Other:	<b>Granicus Products</b>			<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total Cost(\$)</b>	



**Table 4: Software: Years 6-10**

Item	Product	License Type	# of Licenses	Cost (\$)					Total Cost (\$)	Comments
				Year 6	Year 7	Year 8	Year 9	Year 10		
SaaS License (list):	One-time fee Communications Cloud	Potential Users 100,000- 249,999	1							Set up fee is paid in Year 1
SaaS License (list):	Annual Fee Communications Cloud	Potential Users 100,000- 249,999	1	\$ 30,452	\$ 31,975	\$ 33,573	\$ 35,252	\$ 37,015	\$ 168,267	Individual cost of purchasing the Cloud outside of Volume Tiers (Table 5)
	<b>Advanced Package</b>			<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>	<b>Total Cost (\$)</b>	
Other:	One-time fee Advanced Package	Potential Users 100,000- 249,999	1							Set up fee is paid in Year 1
Other:	Annual Fee Advanced Package	Potential Users 100,000- 249,999	1	\$ 12,720	\$ 13,357	\$ 14,024	\$ 14,726	\$ 15,462	\$ 70,289	
Other:	One-time fee Advanced Package	Potential Users 250,000-499,999	1							Set up fee is paid in Year 1
Other:	Annual Fee Advanced Package	Potential Users 250,000-499,999	1	\$ 18,707	\$ 19,642	\$ 20,624	\$ 21,655	\$ 22,738	\$ 103,365	
Other:	One-time fee Advanced Package	Potential Users 500,000-999,999	1							Set up fee is paid in Year 1
Other:	Annual Fee Advanced Package	Potential Users 500,000-999,999	1	\$ 27,510	\$ 28,885	\$ 30,329	\$ 31,846	\$ 33,438	\$ 152,008	
Other:	One-time fee Advanced Package	Potential Users 1,000,000-1,999,999	1							Set up fee is paid in Year 1
Other:	Annual Fee Advanced Package	Potential Users 1,000,000-1,999,999	1	\$ 40,305	\$ 42,320	\$ 44,436	\$ 46,658	\$ 48,991	\$ 222,709	
Other:	One-time fee Advanced Package	Potential Users 2,000,000-2,999,999	1							Set up fee is paid in Year 1
Other:	Annual Fee Advanced Package	Potential Users 2,000,000-2,999,999	1	\$ 53,100	\$ 55,755	\$ 58,543	\$ 61,470	\$ 64,543	\$ 293,411	
	<b>Interactive Text</b>			<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>	<b>Total Cost (\$)</b>	
Other:	One-time fee Interactive Text	Potential Users 100,000- 249,999	1							Set up fee is paid in Year 1

Other:	Annual Fee Interactive Text	Potential Users 100,000- 249,999	1	\$ 12,720	\$ 13,357	\$ 14,024	\$ 14,726	\$ 15,462	\$ 70,289	Messages not used in the current annual term do not roll over to the next term
Other:	One-time fee Interactive Text	Potential Users 250,000-499,999	1							Set up fee is paid in Year 1
Other:	Annual Fee Interactive Text	Potential Users 250,000-499,999	1	\$ 18,707	\$ 19,642	\$ 20,624	\$ 21,655	\$ 22,738	\$ 103,365	Messages not used in the current annual term do not roll over to the next term
Other:	One-time fee Interactive Text	Potential Users 500,000-999,999	1		\$ -	\$ -	\$ -	\$ -	\$ -	Set up fee is paid in Year 1
Other:	Annual Fee Interactive Text	Potential Users 500,000-999,999	1	\$ 27,510	\$ 28,885	\$ 30,329	\$ 31,846	\$ 33,438	\$ 152,008	Messages not used in the current annual term do not roll over to the next term
Other:	One-time fee Interactive Text	Potential Users 1,000,000-1,999,999	1		\$ -	\$ -	\$ -	\$ -	\$ -	Set up fee is paid in Year 1
Other:	Annual Fee Interactive Text	Potential Users 1,000,000-1,999,999	1	\$ 40,305	\$ 42,320	\$ 44,436	\$ 46,658	\$ 48,991	\$ 222,709	Messages not used in the current annual term do not roll over to the next term
Other:	One-time fee Interactive Text	Potential Users 2,000,000-2,999,999	1							Set up fee is paid in Year 1
Other:	Annual Fee Interactive Text	Potential Users 2,000,000-2,999,999	1	\$ 53,100	\$ 55,755	\$ 58,543	\$ 61,470	\$ 64,543	\$ 293,411	Messages not used in the current annual term do not roll over to the next term
	<b>FedRamp Security</b>			<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>	<b>Total Cost (\$)</b>	
Other:	FedRamp Security	Potential Users 100,000- 249,999	1	\$ 8,480	\$ 8,904	\$ 9,350	\$ 9,817	\$ 10,308	\$ 46,859	Annual fee
Other:	FedRamp Security	Potential Users 250,000-499,999	1	\$ 117,126	\$ 122,982	\$ 129,132	\$ 135,588	\$ 142,368	\$ 647,196	Annual fee
Other:	FedRamp Security	Potential Users 500,000-999,999	1	\$ 18,340	\$ 19,257	\$ 20,220	\$ 21,231	\$ 22,292	\$ 101,339	Annual fee
Other:	FedRamp Security	Potential Users 1,000,000-1,999,999	1	\$ 26,870	\$ 28,213	\$ 29,624	\$ 31,105	\$ 32,661	\$ 148,474	Annual fee
Other:	FedRamp Security	Potential Users 2,000,000-2,999,999	1	\$ 35,400	\$ 37,170	\$ 39,028	\$ 40,980	\$ 43,029	\$ 195,607	Annual fee

	Targeted Messaging			Year 6	Year 7	Year 8	Year 9	Year 10	Total Cost (\$)	
Other:	One-time fee Targeted Messaging	Set Up Fee for up to 400,000 Messages	1							Set up fee is paid in Year 1
Other:	Annual Fee Targeted Messaging	Up to 400,000 Messages	1	\$ 20,707	\$ 20,707	\$ 20,707	\$ 20,707	\$ 20,707	\$ 103,537	Messages not used in the current annual term do not roll over to the next term
Other:	One-time fee Targeted Messaging	Set Up Fee for up to 1,000,000 Messages	1							Set up fee is paid in Year 1
Other:	Annual Fee Targeted Messaging	Up to 1,000,000 Messages	1	\$ 30,452	\$ 30,452	\$ 30,452	\$ 30,452	\$ 30,452	\$ 152,260	Messages not used in the current annual term do not roll over to the next term
Other:	One-time fee Targeted Messaging	Set Up Fee for up to 2,000,000 Messages	1							Set up fee is paid in Year 1
Other:	Annual Fee Targeted Messaging	Up to 2,000,000 Messages	1	\$ 44,782	\$ 44,782	\$ 44,782	\$ 44,782	\$ 44,782	\$ 223,911	Messages not used in the current annual term do not roll over to the next term
Other:	One-time fee Targeted Messaging	Set Up Fee for up to 4,000,000 Messages	1							Set up fee is paid in Year 1
Other:	Annual Fee Targeted Messaging	Up to 4,000,000 Messages	1	\$ 65,856	\$ 65,856	\$ 65,856	\$ 65,856	\$ 65,856	\$ 329,281	Messages not used in the current annual term do not roll over to the next term
Other:	One-time fee Targeted Messaging	Set Up Fee for up to 8,000,000	1							Set up fee is paid in Year 1
Other:	Annual Fee Targeted Messaging	Up to 8,000,000 Messages	1	\$ 96,487	\$ 96,487	\$ 96,487	\$ 96,487	\$ 96,487	\$ 482,434	Messages not used in the current annual term do not roll over to the next term
	<b>SMS</b>			<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>	<b>Total Cost (\$)</b>	
Other:	SMS	Up to 100,000 Messages	1	\$ 5,160	\$ 5,160	\$ 5,160	\$ 5,160	\$ 5,160	\$ 25,800	Messages not used in the current annual term do not roll over to the next term

Other:	SMS	Up to 1 Million Messages	1	\$ 29,475	\$ 29,475	\$ 29,475	\$ 29,475	\$ 29,475	\$ 147,375	Messages not used in the current annual term do not roll over to the next term
Other:	SMS	Up to 2.5 Million Messages	1	\$ 56,850	\$ 56,850	\$ 56,850	\$ 56,850	\$ 56,850	\$ 284,250	Messages not used in the current annual term do not roll over to the next term
Other:	SMS	Up to 5 Million Messages	1	\$ 103,175	\$ 103,175	\$ 103,175	\$ 103,175	\$ 103,175	\$ 515,875	Messages not used in the current annual term do not roll over to the next term
Other:	SMS	Up to 10 Million Messages	1	\$ 197,905	\$ 197,905	\$ 197,905	\$ 197,905	\$ 197,905	\$ 989,525	Messages not used in the current annual term do not roll over to the next term
	<b>Custom Short Code</b>			<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>	<b>Total Cost (\$)</b>	
Other:	<b>Custom Short Code</b>		1	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 90,000	
	<b>Digital Engagement</b>			<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>	<b>Total Cost(\$)</b>	
Other:	Audience Acceleration	Up to 5,000 – 10,000 New Subscribers	1	\$23,685	\$23,685	\$23,685	\$23,685	\$23,685	\$118,425	
Other:	Audience Acceleration	Up to 15,000 – 25,000 New Subscribers	1	\$51,320	\$51,320	\$51,320	\$51,320	\$51,320	\$256,600	
Other:	Audience Acceleration	Up to 35,000 – 50,000 New Subscribers	1	\$99,495	\$99,495	\$99,495	\$99,495	\$99,495	\$497,475	
Other:	Audience Acceleration	Up to 80,000 – 100,000 New Subscribers	1	\$193,700	\$193,700	\$193,700	\$193,700	\$193,700	\$968,500	
Other:	Managed Services		1	Customized	Customized	Customized	Customized	Customized	Customized	Pricing is customized year over year based on the services requested
Other:	Digital Campaign Management		1	Customized	Customized	Customized	Customized	Customized	Customized	Pricing is customized year over year based on the services requested
Other:	<b>Granicus Products</b>			<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>	<b>Total Cost(\$)</b>	



**Table 5: Software – Tiered Volume Pricing**

The State may opt to purchase any Volume Tier in any year.

Base Years	Volume	Cost (\$)					Total Cost (\$)
		Year 1	Year 2	Year 3	Year 4	Year 5	
Volume Tier 1	Communications Cloud Up to 35 accounts	\$445,287.00	\$458,645.61	\$472,404.98	\$486,577.13	\$501,174.44	\$2,364,089.16
Volume Tier 2	Communications Cloud Up to 40 accounts	\$508,900.00	\$524,167.00	\$539,892.01	\$556,088.77	\$572,771.43	\$2,701,819.21
Volume Tier 3	Communications Cloud Up to 45 accounts	\$572,512.00	\$589,687.36	\$607,377.98	\$625,599.32	\$644,367.30	\$3,039,543.96

Renewal Years	Volume	Year 6	Year 7	Year 8	Year 9	Year 10	Total Cost (\$)
Volume Tier 1	Communications Cloud Up to 35 accounts	\$516,209.67	\$531,695.96	\$547,646.84	\$564,076.25	\$580,998.54	\$2,740,627.27
Volume Tier 2	Communications Cloud Up to 40 accounts	\$589,954.58	\$607,653.21	\$625,882.81	\$644,659.29	\$663,999.07	\$3,132,148.97
Volume Tier 3	Communications Cloud Up to 45 accounts	\$663,698.32	\$683,609.27	\$704,117.55	\$725,241.07	\$746,998.31	\$3,523,664.51

## **SCHEDULE B**

### **KEY PERSONNEL**

#### Contractor Key Personnel:

Joe Markusson  
Implementation Manager  
408 Saint Peter Street  
Suite 600  
Saint Paul, MN 55102  
P. 651.925.5791  
E. [joe.markusson@govdelivery.com](mailto:joe.markusson@govdelivery.com)

#### Customer Support Contact:

[support.govdelivery.com](https://support.govdelivery.com) | [help@govdelivery.com](mailto:help@govdelivery.com) | 1-800-314-0147

## SCHEDULE C

### DATA SECURITY REQUIREMENTS

GovDelivery's state-of-the art Tier 3 datacenters provide a highly secure, highly reliable, physical environment with no single points of failure on any main service category. There are protections in place against cyber-attacks and unauthorized access to GovDelivery's datacenters. Firewalls and other boundary devices are in place to monitor and control communications at the external boundary of the network and at key internal boundaries within the network. GovDelivery administrators are able to further secure access to the GovDelivery Communications Cloud using multiple authentication points.

GovDelivery has been assessed by objective third parties and holds the following accreditations: ISO 27001:2013, G-Cloud IL2, ASES-16, 508 Compliant, NIST, and is FedRAMP certified. Additionally, GovDelivery is compliant with the following state and federal requirements and continues to undergo regular assessments:

- (a) 1 TAC §202, Subchapter B: Security Standards for State Agencies;
- (b) 1 TAC §203, Subchapter B: State Agency Use of Electronic Transactions and Signed Records;
- (c) 1 TAC §206, Subchapter B: State Agency Web Sites;
- (d) 1 TAC §213, Subchapter B: Accessibility Standards for State Agencies;
- (e) Federal Information Security Management Act (FISMA): NIST SP 800-53;
- (f) Payment Card Industry (PCI) standards.

## **SCHEDULE D**

### **DATA BACKUP REQUIREMENTS**

GovDelivery maintains two geographically dispersed datacenters – one in Minnesota and one in Virginia. Both datacenters are Tier 3 and have various certifications such as ISO 27001:2013, SAES-16, and are certified Tier 3 by the Uptime Institute. The datacenters are protected with advanced surveillance and trained security guards are in attendance around the clock, 365 days a year. Backups are done every night to ensure SOM does not experience data- loss. Encryption is implemented for data at rest including backups and will be stored in an encrypted form at all times. All remote access shall occur over secure, encrypted transmission protocols, e.g., a session established using an IPSec or SSL VPN.

## **SCHEDULE E**

### **BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN**

GovDelivery has developed and will maintain a Business Continuity and Disaster Recovery Plan for the GovDelivery Communications Cloud to meet the needs of critical system operations in the event of a disruption. The procedures for execution of such a capability shall be documented in a formal contingency plan by the Information Systems Owner and the Contingency Plan (ISCP) Coordinator (CPC). The ISCP must be reviewed annually and updated as necessary by the CPC and approved by the System Owner. The plan must account for the FIPS 199 security categorization of "Moderate" and comply with the appropriate security controls as determined by FIPS 200, NIST SP 800-53 and as modified by the FedRAMP Baseline Security Controls. The plan assigns specific responsibilities to designated staff to facilitate the recovery of the GovDelivery Communications Cloud system functions. Resources necessary to ensure viability of the procedures have been acquired and will be adequately maintained. Personnel assigned to recovery responsibilities must be trained to execute their assigned tasks delineated in the ISCP. The plan recovery capabilities and personnel shall be tested annually to identify weaknesses so that appropriate remediation steps may be taken.

Business continuity plans shall be tested and updated on a regular basis, at least annually, to ensure the effectiveness and applicability of the plans to the current state of business operations and compliance with relevant law and regulation. The business continuity planning framework shall identify the priorities for testing and maintaining the plan on a regular basis.

The system owner and the GovDelivery ISSO will ensure all contingency planning activities are well thought out coordinated with other planning offices with incident and emergency response responsibilities and fully compliant with OMB, NIST and FedRAMP requirements.

GovDelivery will be able to ensure preservation of the state's data and provide restoration of services.