

STATE OF MICHIGAN  
 DEPARTMENT OF MILITARY AND VETERANS AFFAIRS  
 STATE OPERATIONS – PURCHASING AND CONTRACTS  
 RESERVE FORCES SUPPORT CENTER  
 3423 N. MARTIN LUTHER KING JR BLVD, SUITE 320  
 LANSING, MI 48906

**NOTICE OF CONTRACT NO. 511B5500020**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
MessageMakers 1217 Turner St Lansing MI 48906	Terry Terry	terry@messagemakers.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	517-482-3333	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER:	DMVA	Kristina Leonardi	517-284-5216	leonardik@michigan.gov
BUYER:	DMVA	Jared Ambrosier	517-481-7655	ambrosierj@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Veteran Expo Event Planning Services			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
One year	06/01/15	5/30/16	Two, One year options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			<b>\$205,500</b>

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #051115B0004335. Orders for delivery will be issued directly by the Department of Military and Veteran Affairs through the issuance of a Purchase Order Form.

**Notice of Contract #: 511B5500020**

<b>FOR THE CONTRACTOR:</b>	<b>FOR THE STATE:</b>
MessageMakers	Signature
Firm Name	Kimberly Graham Buyer Manager, CPPB
Authorized Agent Signature	Name/Title
Authorized Agent (Print or Type)	Department of Military and Veteran Affairs
Date	Enter Name of Agency
Date	Date



**STATE OF MICHIGAN**  
**Department of Military and Veterans Affairs**  
**Veteran Expo Event Planning Services Contract**

CONTRACT NO. 511B5500020

DMVA, State Operations, Purchasing and Contracts

Buyer Name: Jared Ambrosier  
Telephone Number: 517-481-7655  
Fax: 517-481-7644  
E-Mail Address: [ambrosierj@michigan.gov](mailto:ambrosierj@michigan.gov)

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

### **Background**

The Michigan Veterans Affairs Agency (MVAA) is an agency within the State of Michigan, Department of Military and Veteran's Affairs (DMVA) for purpose of this contract document here known as the state. The DMVA, MVAA was created by executive order of Governor Rick Snyder on March 20, 2013, as an answer to connecting those who have served in the United States Armed Forces and their families to services and benefits throughout the state of Michigan in the four main areas of employment, education, healthcare, and quality of life. DMVA, MVAA's mission is to serve as the central coordinating point, connecting those who have served in the United States Armed Forces and their families, to services and benefits throughout the state of Michigan. One way of connecting veterans to services and benefits is through the Veteran Expos that bring together veterans, service providers, and veteran community organizations in one location to maximize accessibility and resources.

The state is seeking to contract with an individual or firm with the capability to provide comprehensive, solution-focused event planning, coordination, and management services. The selected individual or firm will have demonstrated through their proposal submission experience in the overall planning, promotion and implementation in successfully executing and managing large scale trade shows and/or theme based events, with a strong capability to make evident collaborative relationships with all parties. The state is seeking a detail-oriented contractor with the expertise to achieve the state's goal of serving veterans and veteran families in Michigan by producing high-quality well-attended events. The proposed contractor shall express a full understanding of the desired outcome of these events, to include the state's mission, its customers and its culture, which will be crucial to a successful working relationship.

Each event will include exhibitors who provide a variety of services to veterans in five key category areas as follows:

- A. Education
- B. Employment
- C. Healthcare
- D. Quality of Life
- E. Benefits Counseling

The goal of each event will be for veterans and their families to be fully engaged from the moment they enter the venue. Upon entry to the event, each attendee will be provided guidance by the contractor to resources, services, and exhibitors based on their interests and needs. Each event will include coordination by the Contractor and MVAA with multiple community partners and programs. Each expo will be designed in an open floor plan layout with exhibitors from each of the five key targeted areas. Exhibitors will be required to show they have a history of successful program offerings, meeting the needs of veterans and their families, throughout all stages of their lifetime. All exhibitors will have to be approved by MVAA. Veterans and their families will learn about benefits and services specifically for those who served in the armed forces. Veterans can speak with and may interview with employers for positions in Michigan. Veterans can receive health screening on site.

The intended demographic for attendance at each event will be men and women who have serviced in the US Armed Forces, and their family members who primarily reside in Michigan. Targeted attendees may range in age from 25 to 60, however is not limited to this age range, since program offerings may be available to anyone from those recently discharged through the very senior citizen. Veterans may still be in the military reserves or may be fully discharged from service. Veterans may have participated in active duty service or may have only participated in service through the National Guard. The state is seeking to attract a greater number of veterans who served during the wars in Iraq and Afghanistan, the first Gulf War, and in subsequent conflicts during the 1990s; this comprises approximately 27% of the total Michigan veteran population and is expected to grow with the forthcoming drawdown of troops.

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It is MVAA's intent to increase attendance at these events by 20% in 2015; 5-10% each subsequent year. Contractor shall refer to Exhibit D for information relating to events held in 2014. The contractor will be required to plan two to three events per year across the State of Michigan. The contractor will be required to plan two events under this contractual agreement. One event will be held in the Lansing region and the other will be held in the Flint region. Each event will be tentatively scheduled in the month September 2015 and November 2015. Each event will be held for two days on a Friday 10AM-4PM and Saturday 9AM-12PM. The contractor will be responsible for locating and inviting attendees that meet the statement of work and deliverables targeted audience.

### **Introduction**

The state seeks proposals for the coordination, management, staffing, and an integrated operation with the state for the following events in 2015:

- a. Two, two-day veteran expos
  - 1) One event located in Lansing, State of Michigan Prosperity Region 7\*
  - 2) One event located in Flint, State of Michigan Prosperity Region 6\*

#### **(\*See Exhibit F for Michigan's Prosperity Regions)**

Specific venues to hold each event have not yet been selected. Upon award of the contractual agreement the state will work with the contractor to make a selection for each event. The contractor will be required to provide a time phased plan of responsibilities to the state once the location has been selected for each event.

Upon successful completion of one year to the awarded contractor, the number and location of sites may vary in future years. It is anticipated to hold two to three, two-day veteran expos per year. The geographical location for these events have not been determined, the state will negotiate locations and a budget for each additional year if the contract is extended. For the purpose of this contract, the scope of work language that follows assumes two, two-day veteran expos for veterans and their families.

Events are open to all targeted veterans as specified in the resulting contractual agreement; however event invitations shall be mailed and primarily focused only to those residing in geographical areas surrounding each event. Any individual or party wishing to attend each veteran expo may not be refused admission.

### **State Responsibilities to the Contractor:**

The State will have one state assigned project manager who will be the primary point of contact for all contract matters as they relate to the day to day operations in meeting the scope of work and deliverables under this contractual agreement. The State project manager may delegate specified responsibilities to state staff, these responsibilities will be clearly defined and communicated to the contractor in writing for a clear understanding by both parties. The State project manager or designee will provide written approval for all contract activities.

### **Information**

The State will make available to the contractor, if available; copies of mailing lists from previous events and lists of recommended resources available for veteran outreach the contractor may reasonably request to assist them in the performance of the statement of work and deliverables. The contractor will be responsible for developing their own comprehensive mailing list and process for attendee participating and exhibitor outreach, this mailing list and all data will become the property of the State 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.

### **Coordination with the Contractor**

The State will use its best efforts to coordinate with the contractor and to respond to the contractor's reasonable requests for information and assistance, consistent with the provisions of the contract. State staff may attend the veteran expos and make reasonable suggestions to the

contractor's project manager. The state will respond to contractor's inquiries within three business days.

#### **Scheduling and Exhibit Location Selection**

The State will coordinate with contractor to determine annual schedule of veteran expos; give timely final approval of schedule and any other required approvals in accordance with the contract statement of work and deliverables. The State will respond to contractor's inquiries within three business days.

The State will provide the contractor with historical information on previous veteran's expos. The State will respond to contractor's inquiries within three business days.

#### **Publicizing the Veterans Expos**

The State will provide input to the contractor on design and content for all printed marketing materials, radio, online and TV advertisements and any other documents distributed to exhibitors, media and participants. The state will provide an electronic copy of all 2014 printed marketing materials for the past veteran expos upon request.

The State will provide customer service by phone on weekdays and by website for veterans requesting information about upcoming events. In addition, the State will refer all inquiries to the contractor pertaining to the contract statement of work and deliverables as necessary. The State will refer all inquiries within one business day.

#### **Speakers/Presenters/Exhibitors**

The State will review and provide the contractor with final approval of all speakers, presenters and the agenda for each event.

The State will supply the contractor with a list of exhibitors from previous events. The list provided by the State is not all inclusive of potential exhibitors, the contractor will be required to obtain approval from the State for all exhibitors to ensure exhibitors participation meet the intent of this contract and veterans expos.

#### **Contractor Responsibilities to the State:**

The Contractor will be responsible for all duties as they relate to fully planning and full execution from start to closeout of all required events. Contractor responsibilities shall include but are not limited to the following:

- Attend all meetings with state or others in order to meet the contract SOW and deliverables
- Provide venue options and secure venue space upon approval from the State.
- Promote and plan all events and coordinate with state staff, attendee outreach/invitation design/registration of attendees/exhibitors, handouts/materials collection for all exhibitors for attendees, and event site staff.
- Determine each event schedule of activities; provide the State with a gantt chart of a time phase plan showing all stages of contract activities and deliverables for each event.
- Contract for all event locations and any applicable permits in coordination with each event.
- Provide all staff (for example: greeters, registration desk, exit staff, traffic directors and any other staff for the successful operation of each event).
- Reporting attendee participation data to the State.
- Prepare and clean up event site.

Detailed descriptions of each of these responsibilities are provided in Part 1 - Contractor Tasks.

### **PART 1. CONTRACTOR TASKS**

#### **Task 1 – Veterans Expo Event Planning, Coordination, Management and Reporting**

**1. Event planning and coordination with state staff, exhibitors, veterans, other non-veteran participants and full event data collection and processing.**

The contractor shall be responsible for the overall planning, coordination, and management of each event. This shall include organizing the efforts of any sub-contractors prior to and on the day of the events. The contractor shall meet with or e-mail the state, applicable staff and/or the sub-contractors at the state's discretion to ensure proper execution of each event.

The contractor shall be responsible for arranging and setting up the event site; furnishing all materials in order to appropriately processing exhibitors applications; ensuring that materials are properly received in accordance with the contract; and appropriate tear down/cleaning of the site after each event.

Prior to and on the day of the events, the Contractor shall be responsible for coordinating staffing and operations. The Contractor shall meet with or contact by e-mail the State, any applicable staff and/or the sub contractor's at the State's discretion to ensure proper operation of each event. The Contractor shall provide a site layout map for each location to the State a minimum of eight (8) weeks prior to the event date. For event preparation and marketing purposes, the Contractor shall prepare an exhibitor map of the expo floor listing all confirmed exhibitors and their booth numbers at least two weeks prior to the event for the state's review and approval. The state Project Manager will be responsible to provide the contractor a final written approval of each event site layout in a timely manner.

**1.1 Scope of Work**

**Venue Selection - Contractor will be required to contract and/or purchase the following venue related activities/items**

- a. Selection and rental of premiere convention style venue with functional space for up to 300 10x10 booths, staging, and additional tents and equipment (up to 100,000 square feet). Facility will include ample parking with easy access (preferably at no charge to exhibitors or attendees), close proximity to public transportation, and nearby affordable overnight accommodations. Smaller market events will require the same quality of venue, but with less square footage.

In performing site selection, the event planner (a Certified Meetings Professional) uses an extended version of the Convention Industry Council's checklist for site selection, which includes the following steps:

- 1) Define event requirements (as specified above, but some points may require additional clarification – for example, the space for additional tents and equipment)
- 2) Prepare event specifications (particularly identifying preferred dates and optional alternatives)
- 3) Review event history (a close review of the summary from last year's expos and any additional details)
- 4) Prioritize negotiating points and prepare list of questions
- 5) Prepare short list of prospective destinations, and arrange a site visit to each
- 6) Meet key venue contacts and record site characteristics in notes and photographs
- 7) Select site based on fit to requirements/specifications and price/value

- b. Pipe and drape for up to 300 exhibitor booths (8' banjo cloth backs and 3' banjo cloth sides), staging, traffic flow, sectioning and staging parts of the exhibitor floor.
- c. Labor associated with the venue and with the installation of rented equipment (For example: pipe and drape build and tear down, staging, any equipment associated with set up and tear down, on site staff, concessions, security, etc.).
- d. Two chairs per exhibitor booth and as many as 200 chairs for stage, registration, resource center, sitting area, and tables

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- e. Polyester cloth skirting in an approved color for exhibitor booths and additional tables specific for each event layout for registration and handout materials.
- f. Contractor will negotiate with the venue complimentary private meeting space for state and contract staff breaks and staff meals.
- g. Venue must include guest Internet (Wi-Fi and hardline) for exhibitors and state staff.
- h. At a minimum, each event will require sufficient audio/visual equipment including standing lectern with microphone, lavalier microphones, riser, pull down screen of sufficient size for presentations, LCD projector, standalone computer, etc. Appropriate sized staging will be required for opening ceremonies, speakers and presenters for the duration of each expo. This list of audio/visual equipment is not all inclusive and will vary for each event.

MessageMakers owns all of the specified audio-visual equipment. Prior to the event, the project manager will assemble a pick list of all needed A/V equipment, oversee its loading onto a truck for transportation, and coordinate setup on site.

- i. Photography and videography during the event to capture the essence of the event and tell the story of the expos, of who Michigan's veterans are, and how our exhibitors are providing assistance in the community. The contractor must provide six hours of photography (three hours each day) including opening ceremony and the first two hours of the first day and the first three hours of the second event day. All unedited files should be sent to the State project manager within 48 hours of the end of the event; a portfolio of selected and edited files should be sent to the State project manager within 5 business days. Five hours of videography services (three hours on day one; two hours on day two) including opening ceremony and the first two hours of the second day of the event. The state will be provided with a set of segmented video files within one week of the event. Contract will include licensing rights and digital delivery. Contractor will provide the State Project Manager with subcontractor options prior to securing a contract.

MessageMakers has photographers and videographers on staff. For events for Harley-Davidson and Business Leaders for Michigan (among others), we have conducted on-site photography and videography, and at many of these have produced and edited a summary video of the event while onsite to play at the closing session. Our bid includes these deliverables without requiring a subcontractor.

- j. Each event will require security guards during the hours Friday 10AM-4PM and Saturday 9AM-12PM of event operations. If the contracted venue does not have onsite security guards, the contractor will be required to sub-contract security guards while the venue is unlocked. Security requirement will vary based on venue selection and contractor will be required to ensure that the event is secure at all times.
- k. Each event will be required to have on-site an emergency medical technician or paramedic during event hours. If the venue does not have on-site medical assistance the contractor will be required to sub-contract for on-site medical staff with the capability to provide general first aid.
- l. The Contractor will be required to provide the State Project Manager with catering options for each event. The State Project Manager will provide the contractor with a final decision on catering and approved budget for each event.

### **Marketing and Advertising Contractor Requirements:**

- a. The Contractor will be responsible for providing the state with a marketing plan for each event a minimum of 12 weeks prior to the scheduled event date. This marketing plan will include measurable objectives, deadlines for the contractor for deliverables, types of marketing to be

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utilized (which should include but not be limited to digital media, as well as print, radio, and tv advertising) and the frequency of those efforts, the populations and geographies being targeted. The Contractor will be responsible for all preparation to include full concept design layout and marketing campaign for each event which will include all set up fees, printing, and distribution of marketing materials to include but not limited to posters, flyers, postcards, and any other promotional type materials identified through the planning process with the State. The contractor will be required to receive State Project Manager or designee approval for all marketing and advertising materials as it relates to design concept prior to printing and distribution.

- b. The contractor will be responsible for all creation/design and development, including ongoing maintenance and hosting of a website for all events. The website will have information regarding each event promoting dates/times, speakers, exhibitor information, venue location, directions, parking, exhibitor registration and instructions for exhibitor registration process. There will be no-preregistration for individual Expo participants.

MessageMakers will develop a structure for the website, outlining all required information and content. A wireframe sketch will be used to develop page layout, and a content management system such as WordPress or Squarespace will be selected to allow for easy updating and maintenance.

- c. Management of an automated, online attendee and exhibitor registration system to include all data required for event reporting. See 4.3 Reporting
- d. In collaboration with the State, the contractor will be required to develop and execute full exhibitor recruitment and review process. Exhibitors will be required to show they have a history of successful program offerings which meet the needs of veterans and their families throughout all stages of their lifetime. All exhibitors will have to be approved by the State project manager.
- e. Development, design and purchase of TV, radio, online and print advertising. The contractor will be required to develop a marketing and advertising promotion plan for each event. See item b in this section.
- f. Development and printing of informational handout materials including a participant passport (checklist), expo floor plan and layout, exhibitor list to include exhibitor names and booth numbers, agenda to include times of speakers, presentations, and other materials as identified through the event planning process with State. State will have final approval on all handout materials. Contractor will provide a sample layout and process followed to appropriately arrange the venue.
- g. In coordination with the State, the Contractor will plan, manage and oversee all details for each event daily activities; including but not limited to the agenda, logistics for opening ceremony, emcee, announcements, speakers, raffle drawings, and event closing.

MessageMakers will develop a show flow and script to specify each aspect of logistics for event activities and production. We specialize in flawless execution of live events. This requires a table read-through of the draft show flow in meetings, followed by rehearsal and refinement.

- h. The Contractor will be required to receive and manage all attendees as they enter the event. Full oversight of the participant registration process to include the exhibitors, event attendees, and any dignitaries scheduled to attend during set up, the day of the event, and at event closing. The

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Contractor must ensure all attendees to include exhibitors for each event have been properly accounted for and categorized as part of the after event reporting requirements.

- i. Provide the state with post-event attendee counts to include exhibitors and all relevant reporting information immediately following the close of each event including a survey of attendees. See 4.3 Reporting

Registration will be handled with an online application securing contact information for attendees. We utilize a cloud-based application that we have been using for over 5 years for basic and complex registration needs. Registration can be made in advance online and on-site. Information can be collected as requested by the department.

The client may access registration via an online link and reports can be provided with the information disaggregated as requested. Post event a full report will be provided in excel with all contact information for the attendees. The survey of attendees may be offered separately online.

- j. Develop and manage a triage entry system as specified in the background description of the contract upon arrival at the entrance of the event. The admittance process must engage all participants/attendees before entering the Expo floor and include the capability to identify each attendee needs and interests, and direct/escort attendees to those prioritized areas.
- k. On-site event management and exhibitor management assuring full oversight of all event activities prior to, during, and closing of each event. Contractor will be required to address all event on-site issues pertaining to set up, tear down, registration, catering, A/V, and venue facilities.
- l. Coordination of speakers for presentations throughout each event. Responsibilities of the contractor will include, but are not limited to the full selection process for presenters and/or keynote speakers for event, including a call for presenters. The contractor will be required to work with the State for final approval in the selection of presenter candidates, speakers, coordinate with the state all scheduling and confirming of speakers to include any travel arrangements, and managing presentations at the event.
- m. Recruit, train, and manage on-site volunteers for all events. Volunteers should be veterans or veteran family members. The State will provide the names and contact information for organizations that may provide volunteers. Contractor is responsible for issuing the call for volunteers to those organizations, setting up the registration process, providing training for the volunteers and managing the volunteers on site.

### **General Administrative Responsibilities of the Contractor:**

- a. Immediately upon contract initiation, the Contractor will actively participate in briefings about MVAA, its customers, its programs, and its culture in order to demonstrate competence in these areas to provide a better understanding of MVAA.
- b. Contractor will provide options and recommendations (i.e. vendor selection and layout) to the State Project Manager throughout the planning and execution of each event to assist MVAA in making the best and most cost-effective decisions to ensure a successful outcome. It is MVAA's intent to increase attendance at these events by 20% in 2015; 5-10% each subsequent year.
- c. On an ongoing basis the Contractor will provide recommendations to the State Project Manager on ways to enhance the events, manage or reduce costs, and avoid conflicts or obstacles.

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- d. Contractor will identify ongoing project risks (i.e. how a change will affect project timeline and/or budget) and provide recommended solutions to the State.
- e. Contractor will provide responses to all correspondence within two business days of request.
- f. Contractor will provide a written weekly status update specific to the status of each contract deliverable to the State Project Manager every Friday by noon. See 4.3 Reporting.
- g. Contractor will provide updates with the weekly status report in regards to the time phased plan for each deliverable for each event. See 4.1 Project Plan.

The weekly status report will also include an export of the current Gantt chart (time phased plan) from the Veterans Expo project within Mavenlink, showing the status (Not Started, Started, or Completed) of each task and sub-task throughout the entire project.

- h. Contractor will be required to attend a one hour, bi-weekly meeting with the state until one month prior to the event the frequency will change from bi-weekly to weekly meeting. The contractor will provide a written comprehensive list of topics for discussion to include in the meeting agenda, one business day before scheduled meetings. The contractor will be required to produce written notes/minutes from each meeting to include action items, note any proposed changes to previously agreed upon deadlines by the Contractor must be requested in writing to the State Project Manager and will be approved in writing by the State Project Manager within one business day after the proposed request.

MessageMakers prepares action agendas for all project meetings. In an action agenda, topics for discussion are stated as specific decisions or actions that need to be taken. For example, "Speakers" becomes "Select two speakers for morning, Day 1". Meetings often begin with a brief verbal status report: what's been accomplished since the last meeting, what's happening next, what issues have been encountered, our recommendations to address those issues, and what's needed from specific people for work to proceed. One person is the owner of the meeting and is responsible for seeing that it starts on time, ends on time, and accomplishes its objective. Another is designated as note-taker and is responsible for providing participants with minutes following the meeting. Written notes include specific action steps to be taken, deadlines for each, and the person responsible.

- i. Contractor will be required to maintain an ongoing detailed budget and will provide budget status at each meeting with the State Project Manager. The Contractor will be required to include a budget status report with the proposed topics for discussion at each meeting for the agenda.

For large or complex projects, budgets are tracked by breaking out work into discrete tasks with assigned quantities of hours. Mavenlink, the online project management tool MessageMakers uses, tracks "burn rate" on projects to determine whether any portion is in danger of going over budget. The budget status report can include a burn rate summary for each major task.

- j. Cost allocation categories will be established in the first month of contract initiation and agreed upon between the Contractor with the State Project Manager and Contract Administrator. Contractor will meet with the State Project Manager, Contract Administrator and key staff during the first month of the contract to develop a process of the approved invoicing process and established timeline deadlines.

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- k. Contractor will provide all quotes and invoices associated with all expenditures for each event for state approval prior to any signed contracts and/or purchases.
- l. Contractor will arrange on-site walk-through's with the State Project Manager and key staff for all proposed venue event locations prior to making any contract arrangements. The State Project Manager will provide the Contractor with final approval for venue selection within 2 business days after all site walk throughs are completed.
- m. Contractor will provide any documentation or communication for exhibitors or attendees to the State Project Manager or designee for review and written approval prior to distribution.
- n. Deadlines for publication of printed materials and advertising will be set within the marketing plan which is due to the state by the contractor at least 12 weeks before the event date. All deadline information should be included in the contractors time phased planning process. Once these dates have been agreed upon by the State Project Manager, the contractor will be required to ensure these deadlines are met in a timely manner. Contractor will provide drafts to the State Project Manager throughout the design process of publications for feedback and a final draft at least three business days before a printing deadline. The State Project Manager will provide the Contractor with final approval of all publications within one business day to ensure for timely production.
- o. Contractor will provide the State Project Manager a final event schedule for each event at least ten business days (two weeks) in advance of the event date which includes all activities from set up to tear down, Contractor and State staff roles, and responsibilities.
- p. Contractor will provide the State Project Manager with a floor plan map of exhibitors at least ten business days (two weeks) in advance of each event for review and approval.
- q. The Contractor will be expected to perform all work and deliverables as required in this agreement in a timely and professional manner. Once the Contractor and the State agree upon established timelines of each event planning process the Contractor will be required to meet all deadlines as agreed upon. Agreement shall be in writing by the State Project Manager and the Contractor.

### **Sponsorship Requirements of the Contractor**

The Contractor must have the ability to accept and manage funds received as sponsorships. The contractor will be required to show a full reconciliation of all funds/sponsorships received and expenses associated with each event.

We will establish a separate banking account for the purpose of receiving sponsorship funds. At the conclusion of the expos, and at the State's option, it may be reviewed by an independent CPA for a final check on the reconciliation. We will maintain the account in Quickbooks and use our tracking system to invoice sponsors. A confirmation letter will be sent to each sponsor following acceptance of their funds.

### **Budget**

Once a budget is established for each event by the Contractor and agreed upon by the State Project Manager. The Contractor will not exceed any agreed upon budget without written approval by both parties. The State will not accept any proposed increases to the budget to accommodate unforeseen

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overages or changes which are the fault of the Contractor. The budget shall be agreed upon in writing by the State Project Manager, the Contract Administrator, and the Contractor. The Contractor shall refer to Exhibit C for their proposed pricing and include a sample of a budget of expenditures from a previous event and/or a proposed itemized budget for one veteran expo to include all deliverables as required in this agreement.

No participation/registration fees will be charged to exhibitors or veterans and their families for attendance or participation at any event. This includes the cost for exhibitor pipe and drape, tables, chairs, electrical hook up, etc. All expenditures will be paid utilizing the funds agreed upon through this contractual agreement.

Contractor will be required to pay for all expenditures in advance and will be reimbursed as stated on the pricing sheet. Contractor will only be reimbursed for expenditures that were approved in writing by the State Project Manager and Contract Administrator that were included in the established budget agreement.

### **Expenditure Receipts**

The Contractor will be required to keep a financial reconciliation of all expenditure receipts as it relates to all activities pertaining to each event, separated by event.

### **Scheduling and Siting of events the Contractor will be required to perform the following:**

- a. Develop draft annual time phased plan in the form of a Gantt or project management chart of the schedule of events in coordination with the State Project Manager and key staff. Submit draft schedule to the State Project Manager for final approval a minimum of 8 weeks prior to the first scheduled event.
- b. Propose individual venue site locations to the state project manager, and coordinate with participating exhibitors, and others involved in the execution of each veteran expo. Contractor to submit proposed venue sites to the state for final approval a minimum of 16 weeks prior to each event.
- c. Written State Project Manager approval is required for final selection of all event venue locations. The Contractor will be required to ensure any necessary site permits by submitting any required applications to site hosts; provide copies of signed permits or permissions to the state a minimum of 12 weeks prior to the first event.
- d. Notify all subcontractors, exhibitors and other involved parties of each individual event scheduled and location as soon as each event is confirmed.

### **Equipment and Supplies**

The contractor shall be responsible for providing the following items at each event. The contractor shall be expected to use equipment and supplies with the durable potential to reuse those items to the greatest extent possible for each event. For example:

- a. Hand-traffic-counters based on the number of expected attendees
- b. Standalone computers based on the number of expected attendees
- c. Registration Software that will support reporting requirements found in Section 4.3
- d. Two Printers available to print DD-214s and name badges.
- e. Hanging lanyard with sleeves name badges for staff, exhibitors, presenters and dignitaries

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- f. General office supplies (pens, pencils, paper, tape, staplers, paper clips, highlighters, etc.) Sufficient for Contractor staff to perform all required functions
- g. Clip boards
- h. On site Surveys that will support all reporting requirements found in section 4.3
- i. One general First aid kit at the reception area

### **Staffing time for set-up, tear-down and expo**

The contractor shall be responsible for ensuring each event is properly staffed during all hours of the planning process for each event. This includes but is not limited to all set-up and tear-down.

### **Handling and Reporting Complaints**

The contractor shall respond in a reasonable and courteous manner to any complaints, charges or allegations related to the performance of any and all parties at the events. The contractor shall report to the State Project manager within one business day of any complaint the details of the complaint received, including the name and address of the complainant (if available), the substance of the complaint including the activity or service at issue, and the action, if any, the contractor has taken to investigate or remedy the problem, or an explanation of why no action has been taken.

### **Incident Reporting**

The Contractor shall report to the State project manager immediately the complete details (including witness statements) of any incidents that occur during the performance of the contract. For the purposes of the contract, an incident shall include any threats to staff, exhibitors, or the facility, the death of any person, any personal injury resulting in inpatient hospitalization any circumstance resulting in medical care of a person or outpatient treatment by a physician, or damage to any real or personal property.

### **Signage**

The Contractor shall provide informational signage reflecting industry standards for all events. Title and directional full color signage as agreed upon within and outside of exhibit hall. The Contractor may be requested to provide additional displays and signs upon request of the State Project Manager or designee for each event. Additional signage designs, size and sign selection must be mutually agreed upon by both the Contractor and the State Contract Manager in writing prior to printing. See previous expo report for example photos. Directional signs, to be posted in highly visible locations at major arterials and at site entrance, shall read at a minimum "Veteran Expo" with an arrow pointing in correct direction on each side. The Contractor will be required to obtain the State Project Manager written approval for all sign design to include sizing and type of signage within three business days of printing. The State Project Manager will provide written authorization within one business day to the Contractor.

### **Site Preparation**

The Contractor will be required to have a sufficient amount of staff assigned to work each event and arrive at each event site approximately 1½ hours prior to the event opening time each day to ensure that the site is adequately prepared to receive participants and all event staging is in place and ready for opening. Preparation shall include but will not be limited to:

- Making arrangements to obtain any necessary keys to access the site.
- Setting up equipment and supplies.
- Setting up reception/admittance area and review entry process with key staff.
- Posting traffic direction signs at major intersections near event site, at site entrance, and positioning materials collection station signs on site.

## Contract 511B5500020 Event Planning Services

- Directing exhibitors to their collection locations.
- Holding a meeting with all exhibitors and state staff to review the day's events, responsibilities and safety procedures for the event.

### **Site Cleanliness**

All supplies, equipment, signs, collected materials, debris and any other traces of the event shall be removed by 6:00 p.m. on the same day of the event. The Contractor is responsible for leaving the event site at least as clean and intact as the pre-event condition. The Contractor's site supervisor shall be required to remain on site until the area has been cleaned.

## **2. Acceptance**

### **2.1 Acceptance, Inspection and Testing**

The State Project Manager and Contract Administrator will have final decision making authority for all event purchases and decisions. The State Project Manager will respond to all Contractor requests for approval within three business days. Any expenditure's by the Contractor without the written approval from the State Project Manager and State Contract Administrator will not be reimbursed.

## **3. Staffing**

### **3.1 Contractor Representative**

The Contractor must appoint one project manager/supervisor and one event planner. The Contractor will identify all individuals within their organization, specifically assigned to this contractual agreement that will respond to State inquiries regarding all matters relating to this Contract. See staffing requirements below.

The Contractor must notify the State Project Manager and the State Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

The Contractor will be required to provide a resume for each individual(s) assigned to this contract showing at least three years of previous event planning and management experience, specifically with large scale trade shows, public/community events, and/or large conferences.

### **Staffing**

The Contractor shall provide adequately trained staff for each event. In addition to possessing the skills necessary to perform their tasks, staff shall have be professionally groomed and dressed in appearance, possess excellent communication skills, be familiar with community outreach and be customer service oriented. A sufficient number of staff shall be present to prevent traffic delays and to address participants' needs and questions. Staffing shall be flexible so that workers can be sent home if event turnout is less than anticipated. Staffing shall be sufficient to provide rotation that allows for lunch, rest, and breaks as needed. Smoking shall not be allowed while staff are on duty.

Staff responsibilities, proposed number per event and job descriptions are recommended below. Sufficient staffing numbers will be based on each event and based on the number of exhibitors and attendees. The Contractor will be required to ensure they have sufficient staffing at all times to perform all required deliverables of this agreement.

#### **a. Project Manager/Supervisor (Recommend 1)**

The site supervisor shall serve for the entire duration of the contract and shall have prior experience planning and managing large community trade shows, conferences, and/or public events.

## Contract 511B5500020 Event Planning Services

The site supervisor shall be responsible for site set-up, coordination with all attendees and/or exhibitors supervision of event staff, management of event operations, and any other appropriate tasks related to planning and promoting a successful veterans expo.

The Contractor shall at its own expense provide all supplies and materials needed for oversight and management for effective operations unless those items are separately identified and budgeted in the contractor's proposal.

b. Event Coordinator/Floor Manager (Recommend 1)

Responsible for managing exhibitor needs, catering, facilities, lighting, sound, and coordinating with on-site staff to ensure a successful event.

c. Registration Staff

Contractor will be responsible to have sufficient registration staff for each event. Registration staff responsibilities include but are not limited to managing and implementing the entire registration process for the event including exhibitor check in, check in for speakers and guests for the opening ceremony, and participant registration. Staff is responsible for all data collection and reporting to the state on head counts.

d. Speakers / Presentation Coordinators

Contractor shall do all administrative tasks and assign staff as necessary to ensure speakers are readily available and prepared to present at their scheduled times; will either cue projected presentations or coordinate with A/V staff project presentations. Provide introduction of speakers when appropriate, ensure microphones are working and available to speakers, will assist with any issues during presentations, facilitate question and answer sessions, ensure speakers are starting and ending on time per the scheduled timeframes for each event.

e. Volunteer Staff (depending on the size and estimated attendance for each event).

It is recommended that the Contractor solicit volunteers for each veteran expo to minimize costs. It is preferred by the State that volunteers selected by the Contractor shall be veterans and/or individuals with a familiarity of sensitive issues within each of the five key categories relating to veterans and their families. The State will provide the names and contact information for organizations that may provide volunteers. Contractor is responsible for Issuing the call for volunteers to those organizations, setting up the registration process, providing training for the volunteers, and managing the volunteers on site.

**Staffing plan:**

MessageMakers, as the lead contractor, is partnering with subcontractors Riehl Solutions and KK&A to offer our combined experience to DMVA and MVAA to ensure successful delivery.

**From MessageMakers:**

Terry Terry	Producer
Rick Weaver	Project Manager/Supervisor
Pat McNerney	Event Coordinator/Floor Manager
Matt Penniman	Speakers/Presentation Coordinator
Tom Lietz	Senior Video producer
Lisa Twenter	Graphic Designer
Sophia Cheng	Survey & Research Analyst
Melanie Zarembo	Advertising and Marketing Coordinator; Volunteer Coordinator

**From Riehl Solutions:**

Traci Riehl	Registration Manager
Maryellen Jansen	Event Support

Debra Quintieri	Event Support
Lauri Brantley	Event Support
<b>From Keith King &amp; Associates:</b>	
Keith King	Advertising and Marketing Partner

### 3.4 Work Hours

The Contractor must provide Contract Activities during the hours as specified in this contractual agreement. The State's normal working hours are Monday – Friday 7:00 a.m. to 6:00 p.m. EST, and possible night and weekend hours.

### 3.6 Organizational Chart

The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.

### 3.7 Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities. The Contractor shall disclose the relationship of the subcontractor to the Contractor and whether the Contractor has any previous working experience with the subcontractor. If yes, the contractor must provide the details of that previous relationship and all relative experience as it relates to the statement of work and deliverables. A complete description of the Contract Activities to be performed or provided by the subcontractor must be included with the contractors proposal to include the total bid, the price of the subcontractor's work.

### 4.1 Project Plan

Contractor to proposed time phased project plan in the form of a Gantt chart. The project plan shall identify items such as the required contact personnel; all key milestone dates of the project plan; project management process; project breakdown identifying sub-projects, tasks, and resources required; expected frequency and mechanisms for updates/progress reviews; process for addressing issues/changes; and individuals responsible for receiving/reacting to the requested information. The project plan shall include all action items for each sub-project tasks for both the Contractor and the State Project Manager.

Once the Contract is finalized with authorized signatures, within 15 calendar days of the Effective Date, the Contractor must submit a draft project plan as specified above to the State Program Manager for review and approval. The plan must include: (a) the Contractor's assigned names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

### 4.2 Meetings

The Contractor will be required must attend the following meetings:

Kick off meeting within one week of final contract signing and acceptance. Bi-Weekly/Weekly meetings with State Project Manager and Key State Staff. The State and/or the Contractor may request additional meetings as it deems appropriate in order to successfully manage the ongoing activities for each veterans expo.

## Contract 511B5500020 Event Planning Services

All meetings will be held at the Michigan Veterans Affairs Agency located in the Phoenix Building at 222 Washington Square North, 5<sup>th</sup> Floor in Downtown Lansing, Michigan.

Various on Site Walk through meetings to be held at proposed venue locations.

Upon agreement of the State Project Manager, the Contractor may propose alternate meeting locations as necessary for the convenience of both parties and to reduce expenditure costs.

### 4.3 Reporting

The Contractor must submit, to the State Program Manager, the following written reports:

#### Weekly Status Report

Report shall be sent by the Contractor via email to the State Project Manager and the State Contract Administrator every Friday by noon. The weekly status report will include, but is not limited to the following information:

- Detailed key milestones and timeline of event planning updates
- Budget Status and detailed budget updates
- Meeting minutes to be sent within one business day of meeting conclusion

### Data Collection and Reporting

The Contractor shall submit a summary report to the State Project Manager within five business days after each event. The Contractor shall prepare a summary of the calendar year's collection of events broke down by event, in a final report due to the State within thirty (30) days after final event. All reports shall be submitted electronically using Word or Excel in an electronic format to be designated by the State. All data collected by the Contractor at each veteran expo will become the property of the State.

#### **a. Data to be included in each event report will include the following:**

- 1) Number of attendees, with a detailed breakdown of branch of service, if they served during wartime, gender, age, marital status, reason for attending, if they attended alone or with family members.
- 2) Number of staff people used at each event and their job function at the event.
- 3) A summary of comments from the survey received from participants, including an explanation of any problems or complaints received and suggested solutions to the problem and/or suggested improvements for future veteran expos.
- 4) A description of any unusual circumstances that may have effected event participation or operations such as a convenience of venue, convenience of parking for attendees, convenience for offloading for exhibitors, set-up/tear down for exhibitors, extreme weather, other conflicting community events nearby, or any other factor.
- 5) A comparison to previous year's event comparison data, if applicable.
- 6) Outcomes of event received from exhibitors(number of veterans served, number of contacts made, number of items sold, number of applications completed, etc)
- 7) All Survey responses are to be provided to both the Contract Administrator and the State Program Manager

#### **b. Information to be provided in a final annual report shall include, but not be limited to:**

- 1) Participant statistics
- 2) Cost
- 3) Media coverage

- 4) Exhibitor outcomes
- 5) Comments and recommendations for improving veteran expos in future years

## **5. Ordering**

### **5.1 Authorizing Document**

The appropriate authorizing document for the Contract will be a purchase order for the authorized contract fixed costs.

## **6. Invoice and Payment**

### **6.1 Invoice Requirements**

All invoices submitted to the State according to Exhibit C, Pricing Sheet must include: (a) date; (b) contract number/purchase order number; (c) itemized quantities for each line item; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

Reimbursable items must include the original receipt, sign-offs from State Project Manager and the agreed upon budget for all items categorized as reimbursable. All items must be classified and match budget categories.

All invoices will be submitted to the State Project Manager for review and approval prior to payment.

Please provide example of invoice for both reimbursable and fixed pricing.

### **6.2 Payment Method**

The State will make monthly payments for all administrative costs per Exhibit C Pricing Sheet for all contract activities by EFT. Contractor shall refer to Standard Contract Terms, Item 14 regarding Contractor EFT requirements.

## **7. Additional Terms and Conditions Specific to this Contract**

### **7.1 Contractor Key Personnel**

The Contractor must provide the State Project Manager with the names of the all Key Personnel assigned to this contract upon final contract award.

Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

The State Project Manager and Contract Administrator reserves the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor must notify the State Project Manager of the proposed assignment, must introduce the individual to the appropriate State representatives, and must provide the Contract Administrator and the State Project Manager with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State must provide a written explanation including reasonable detail outlining the reasons for the rejection.

Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless both parties agree to a different time period. The Contractor with the State Project Manager and Contract Administrator must review any Key Personnel replacements and appropriate transition planning must be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

The Contractor must notify the Contract Administrator and State Project Manager at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

### **7.2 Re-assignment of Personnel at the State's Request**

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

### **7.3 Contractor's Payment for Failure to Perform**

In the event the Contractor is unable to meet the obligations under the terms this contractual agreement, the State will, at the discretion of the State Project Manager or designee, fill the positions through the most available means possible. Any and all costs incurred by the State due to the Contractor not being able to meet its contractual obligations will be charged back to the Contractor. In the case of State personnel, all actual wage and salary costs will be charged back to the Contractor. The costs shall include current base wages and any overtime premiums, if applicable. These charges will be documented by the State Project Manager and forwarded to the Contract Administrator who will have the charges deducted from the Contractor's next invoice.



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and MessageMakers (“**Contractor**”), a Michigan owned corporation. This Contract is effective on 6/01/2015 (“**Effective Date**”), and unless terminated, expires on 5/30/2016

This Contract may be renewed for up to two additional one year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.

The parties agree as follows:

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

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

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

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

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

<b>If to State:</b> <i>Jared Ambrosier</i> <i>3423 N. MLK JR Blvd</i> <i>Lansing MI 48906</i> <i>ambrosierj@michigan.gov</i> <i>517.481.7655</i>	<b>If to Contractor:</b> Terry Terry 1217 Turner St. Lansing, MI 48906 terry@messagemakers.com (517) 482-3333
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3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a “**Contract Administrator**”):

<b>State:</b> <i>Jared Ambrosier</i> 3423 N. MLK JR Blvd Lansing MI 48906 ambrosierj@michigan.gov 517.481.7655	<b>Contractor:</b> Terry Terry 1217 Turner St. Lansing, MI 48906 terry@messagemakers.com (517) 482-3333
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4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

<b>State:</b> <i>Kristina Leonardi</i> 222 Washington Square North Lansing MI 48933 leonardik@michigan.gov 517-284-5216	<b>I Contractor:</b> Rick Weaver 1217 Turner St. Lansing, MI 48906 <a href="mailto:weaver@messagemakers.com">weaver@messagemakers.com</a> (517) 482-3333
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5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.

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

Insurance Type	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws	Waiver of subrogation, except where waiver is prohibited by law.

governing work activities.	
<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.

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

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

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

7. **Reserved**

8. **Reserved**

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor’s employees and any subcontractors. Prior performance does not modify Contractor’s status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State,

## Contract 511B5500020 Event Planning Services

irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

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

Within 10 business days from the date of Contractor's receipt of notification of acceptance with

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

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

17. **Delivery** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
19. **Reserved**
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

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

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

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.

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

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

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

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

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

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

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

30. **Reserved**

31. **State Data.**

## Contract 511B5500020 Event Planning Services

- a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, 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, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, 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 survives the termination of this Contract.
- b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. 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 Contract Activities, 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 survives the termination of this Contract.
- c. Extraction of State Data. Contractor must, within five (5) 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 the State Data in the format specified by the State.
- d. Backup and Recovery of State Data. Unless otherwise specified in Exhibit A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Exhibit A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- e. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach 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) 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 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) 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 expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and, (h) provide to the State a detailed plan within 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, 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. This Section survives the termination of this Contract.

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

- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must

advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

### **33. Data Privacy and Information Security.**

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

**34. Reserved**

**35. Reserved**

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

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

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

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

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Reserved**
41. **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.
42. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
43. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
44. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
45. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
46. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
47. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
48. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

49. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.
50. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
51. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
52. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
53. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

## **Schedule C PRICING**

1. The Contractor shall provide a pricing schedule separate from their proposal submission for the proposed Contract Activities using the format below. The pricing schedule should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and any other costs that will be passed on to the State).
3. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

**Quick Payment Term Discount: 2% if paid within 30 days of invoice**

**The Quick Payment discount only applies to items 1a, 1b, 2a, 2b, 3a, 3b it does not apply to the reimbursable expenses.**

4. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.
5. The Contractor may submit monthly invoices for Items 1a & 1b of the Pricing table below by taking the total price for Firm Fixed Pricing and dividing by the total months of contract agreement. It is estimated that this contract will be for nine (9) months. If extension options are utilized, each one year extension option will then be for a period of twelve (12) months. *(For example: Item 1, if total = \$10,500, contract duration 9 months, monthly invoices would equate to \$1,166.67 each month for Item 1).*
6. The Contractor shall invoice for other staffing associated with 2a, 2b, 3a and 3b with the next monthly invoice following each event. Invoice shall be itemized separating each line item with the amount Contractor agreed upon.
7. All Reimbursable event costs shall be submitted by the Contractor within 30 days following each event with the next monthly invoice. Invoice shall be itemized

separating each approved item with supporting documentation by the Contractor to include all costs associated with each item as required in the contractual agreement.

**Schedule C - Pricing Table**

	<b>EVENT - Firm Fixed Pricing – Staffing/Administrative</b>	<b>Amount</b>
1a	<b>Total Bid Price for All Staffing for all Administrative Oversight and Event Management for All Events (Flint/Lansing).</b> <i>(Lump sum amount shall include any and all costs associated for all key personnel for all time associated in meeting all contract requirements)</i>	<b>\$35,000</b>
1b	<b>Total bid Price for All Other Costs associated with 1a</b> <i>(Lump sum amount shall include any and all costs associated to implement contract activities as requested. For example: Office supplies, Equipment, etc.)</i>	<b>\$5,000</b>
	<b>Total Price for 1a + 1b</b>	<b>\$40,000</b>
2a	<b>Staffing Flint Event</b> <i>(Lump sum amount shall include any and all other staff associated in meeting the contract requirements for the Flint event only)</i>	<b>\$22,000</b>
2b	<b>Flint Event Other Costs Associated with 2a</b> <i>(Lump sum amount shall include any and all costs associated to meet other staffing requirements to implement contract activities as requested for the Flint event only. For Example: Office Supplies, Equipment, etc.)</i>	<b>\$3,000</b>
	<b>Total Price for 2a + 2b</b>	<b>\$25,000</b>
3a	<b>Staffing Lansing Event</b> <i>(Lump sum amount shall include any and all other staff associated in meeting the contract requirements for the Lansing event only)</i>	<b>\$22,000</b>
3b	<b>Lansing Event Other Costs Associated with 3a</b> <i>(Lump sum amount shall include any and all costs associated to meet staffing requirements to implement contract activities as requested for the Lansing event only. For Example: Office Supplies, Equipment, etc.)</i>	<b>\$3,000</b>
	<b>Total Price for 3a + 3b</b>	<b>\$25,000</b>
	<b>Total Bid Price</b>	<b>\$90,000</b>
	<b>REIMBURSABLE ITEMS FOR EACH EVENT</b>	
4a	<b>All Reimbursable Pricing will not exceed \$55,000 per event</b> <i>(All reimbursable items will require original actual costs incurred receipt with itemized invoice for payment, see item 6 above of pricing instructions.) \$55,000 x 2 events</i>	<b>\$110,000*</b>
4b	Administrative Mark Up for Reimbursable items ONLY (if applicable)	5%

NOTE: The State has a budget amount not to exceed \$55,000 per event to cover all reimbursable expenditures (For Example: Venue, Tables, Catering, AV, Marketing, Publications, etc). All cost saving opportunities shall be considered by the Contractor and proposed to the State Project Manager wherever possible throughout the duration of this contractual agreement.