Form No. DTMB-3522 (Rev. 04/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

NOTICE OF CONTRACT NO. 071B6600003

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Convergent Technology	John Foster	jfoster@ctpartners.net
111 Court Street, Suite 2B	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
Flint, MI 48329	(810) 720-3820	5253

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	Telecom	Stan Paterson	313-456-4007	PatersonS@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY

DESCRIPTION:
Telecom Design Services and Support

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 years	November 17, 2015	November 16, 2020	5, one year

PAYMENT TERMS	F.O.B.	SHIPPED TO
N/A	N/A	N/A

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

MINIMUM DELIVERY REQUIREMENTS:
N/A

MISCELLANEOUS INFORMATION:
N/A

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:	$4,000,000.00

Notice of Contract #: 071B6600003

For the Contractor:

John C. Foster,
Contract Administrator
Convergent Technology Partners, LLC

11/2/2015
Date

For the State:

State of Michigan

Date

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Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

The State of Michigan (State), through the Michigan Department of Technology, Management and Budget (DTMB), has issued this contract for telecommunication design services to provide communication infrastructure design, project management and quality assurance services. The communication infrastructure may include, but not limited to, Information Transport Systems (ITS) both inside and outside plant, pathways, telecommunication rooms, permits, etc. Services will be provided in State owned and/or leased buildings and on campuses which may require new and /or upgraded telecommunication facilities. The contractor must have on staff a BICSI Registered Communication Distribution Designer (RCDD), which holds an active certification.

The telecommunications design company is to provide services for the DTMB in support of any State agency requesting these services.

This contract will be for five (5) years with the possibility of five (5) one year extensions at the State's discretion.

1.002 BACKGROUND

DTMB, Network Telecommunication and Services Division (NTSD), is mandated to manage, maintain, and provide cost effective design, project management and quality assurance services for all required telecommunication services that enable the agencies of the State of Michigan to productively conduct their functions in a timely and cost effective manner. This telecommunications requirement if mandated in Public Act 431.

The design services are required to provide State communication network operability in support of all branches of State government. The job locations will be throughout the State of Michigan.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

The Contractor will provide the following services for the complete and successful completion of telecommunication engineering services being requested.

The communication infrastructure includes, but is not limited to **Information Transport Systems (ITS)** which may consist of fiber optic cable and/or copper cable to the State's communication network. Services required for the ITS may include any of the following:

1. Project Design and Discovery
2. Project Work Plan Development
3. Furnish a list a materials and associated equipment
4. Provide As Built Drawings and Specifications
5. Obtain Required Permit

1.102 OUT OF SCOPE

The following are out of the scope for this contract:

1. Integration to electronic equipment including jumper cables will be handled internally by DTMB NTSD.
2. Purchasing of equipment/software
3. Installation services

1.103 ENVIRONMENT

1) Current Technical Environment:

1. 8.3 micron single mode fiber optic cable
2. 50.0 micron multi mode fiber optic cable
3. 62.5 micron multi mode fiber optic cable
4. ST Connectors
5. SC Connectors
6. Termination Shelves
7. Mounting hardware
8. Terminal Strips
9. Equipment Racks
10. Distributing Frame equipment
11. Cat 5E UTP
12. Cat 6 UTP
13. Cat 6A UTP
14. Copper riser cables with various number of conductor pairs
15. Telephone ground systems
16. Cable Trays
17. Aerial Cable design
18. Buried conduit and cable design
19. Underground conduit and cable design

2) Methods, Policies, Standards and Guidelines:
Contractor is advised that the State has methods, policies, standards and guidelines that have been developed over the years. Contractor will provide statements of work that conform to State IT policies and standards. All services and products provided as a result of this contract must comply with all applicable State IT policies and standards. The Contractor must request exceptions to State IT policies and standards in accordance with DTMB processes. It will be the responsibility of the State to deny the exception request or to seek a policy or standards exception.

The links below will provide information on State of Michigan IT security policies and procedures.

Enterprise IT Security Policy and Procedures:
http://www.michigan.gov/documents/dmb/1325_193160_7.pdf
http://www.michigan.gov/documents/dmb/1335_193161_7.pdf
http://www.michigan.gov/documents/dmb/1340_193162_7.pdf

The State's security environment includes:

- MDTMB Single Login.
- MDTMB provided SQL security database.
- Secured Socket Layers.

- Secure ID (State Security Standard for external network access and high risk Web systems)

1.104 WORK AND DELIVERABLES

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

A. **Requirements**

Contractor shall meet the following requirements:

1. The Contractor may be required to discuss the voice/data/video needs and requirements with the user agency's Departmental representative and review this detail with the appropriate DTMB NTSD personnel.
2. The Contractor may be required to make arrangements with the appropriate State contact people for the purpose of a site visit.
3. The Contractor may be required to conduct a site visit to gather information required to perform design services
4. The Contractor may be required to perform design, quality assurance, and project management functions
5. The Contractor may be required to submit design documents, drawings, specifications and recommendations to the proper DTMB NTSD personnel.
6. The Contractor will be required to provide quality assurance inspection reports on any auditable work performed by Contractor
7. Design documents such as specs. CAD drawings, as-builts and any other pertinent documentation will include, but not limited to, work station locations, cable routes, cable type, length of cable runs and connecting hardware. Documents containing similar information are required for any riser system and/or horizontal tie cables, antenna systems, outside plant, etc.
8. Contractor specifications must be written in such a manner that the State approved issue of the documents can be used directly for material and installation bids. No changes and/or editing is to be required by the State or any other persons
9. Contractor is to present specs, drawings and all pertinent information to the responsible DTMB NTSD personnel for review and agreement on design, language and documents.
10. Contractor may be required to provide assistance at cable Contractor bid walk through by showing contractors the requirements of the design and answering bidder's questions. This will include a written record of all questions and answers being provided to the State contract administrator. The State contract administrator will be responsible to provide the "official" response to all questions posed by the cable Contractors.
11. The Contractor will be required to assess the requirement for right of way and to assist the State in securing right of way. This will involve research on property ownership, filling out the necessary documents and negotiating with property

owners.

12. The Contractor will be required to assist the State in securing easements when necessary. This will involve research on property ownership, filling out the necessary documents and negotiating with property owners.
13. Contractor will be required to file and negotiate pole attachment locations and any make ready work necessitated by outside plant construction, with the appropriate utilities. Pole attachment and make ready agreements will be prepared by the Contractor in conjunction with the appropriate utility and approved by the State.
14. The Contractor may be requested to perform quality inspections on work performed by the cable Contractor. The State will determine which projects and at what time interval the quality audits are required. This may be during and/or at completion of construction, cable installation process and any work process required to complete project. Quality results are to be provided to the State upon completion of the inspections.
15. Upon completion of the installation, the design Contractor shall review and/or provide certified as-built drawings and as-built specifications. Copies of the review results and/or design Contractor generated as-built drawings and as-built specs are to be turned over to the DTMB NTSD representative.
16. All work performed by the Contractor will conform to the State adopted Edition of the National Electric Code, the Building Code and all local codes and ordinances, as applicable at time of design. EIA/TIA Documents shall be adhered to during design activities. Methodologies outlined in the latest available edition of the BICSI Telecommunications Distribution Methods Manual shall also be used during all design activities. Should conflicts exist with the foregoing, the authority having jurisdiction for enforcement will have the responsibility for making interpretation.

B. **Services to be Provided**

The Contractor will provide the following services for developing the end product of this project. The Contractor is not; however, constrained from supplementing this listing with additional steps, subtask or elements deemed necessary to permit the development of alternative approaches or the application of proprietary analytical techniques. It is the State's responsibility to select projects and work operations which will involve the contractor. The State will submit to the contractor in writing, the selected project, contractor's involvement and requested schedule.

The State will provide to the Contractor a description of the project scope and the Contractor is to fulfill these requirements through a mutually agreed upon statement of work. The State's needs and requirements will vary depending on the project. The Contractor must have the ability to respond on short notice. Although, short notice will be the exception, the Contractor must be aware of this possibility. Written reports of all meetings attended and/or quality audits performed by the Contractor must be provided to the State's Contract Manager within five (5) business days. Section 1.104.B outlines tasks, which may or may not be required by the Contractor. The State will make determination of which services, if any are required on an individual statement of work.

The awarded Contractor will not have exclusivity on the functions stated below and/or in Section 1.104.B, nor are the functions stated below and/or in Section 1.104.B all inclusive of what the Contractor may be called upon to do, yet remaining within the scope of this contract. It is possible that the State may decide to undertake some of the projects in-house.

All activities that are contracted, including, but not limited to, labor, inspections, project management, reports and any correspondence will be coordinated with Contractor's Contract Administrator or their duly assigned designee.

The Contractor will provide at the State's request the following:

1. **Project Design and Discovery**

   The following is a preliminary analysis of the major tasks involved for developing the end product of this project. The CONTRACTOR is not, however constrained from supplementing this listing with additional steps, subtasks or elements deemed necessary to permit the development of alternative approaches or the application of proprietary analytical techniques. It is the State's responsibility to select projects and work operations which will involve the contractor. The State will submit to the contractor in writing, the selected project, contractor's involvement and required schedule.

   The table that follows provides an overview of a typical project process flow and associated deliverables for the project phases:

Task	Description of Tasks	Contractor Role/ (Deliverable)	State Role
Walkthrough	Identify work to be done by Contractor	Provide Contractor with deliverable requirements as a result of the walkthrough	Schedule, identify location and inform Contractor of walkthrough
Preparation	Procurement Plan for materials, work planning and scheduling and clarification of roles	Contractor to provide project plan, list of materials to procure, identify key personnel ,and identify single point of contact,	Identify State's project manager, co-ordinate building access and schedule project meetings
Production	Produce specifications and drawings	cable design documents	Identify and assist in resolution of problems that arise. Verify project progress quality of workmanship and materials
Control	Project meetings, status reports and site inspections	Contractor to provide status reports and attend project meetings as required	Attend project meeting as required and validate progress as reported by Contractor
Acceptance	Verify deliverables and perform final walkthrough. Project billing closeout.	Contractor guarantees deliverables meet or exceed acceptance expectations of the State and provides as-built drawings and check test results for each fiber that are	State to create punchlist as result of final walkthrough. Perform final walkthrough once punchlist items have

		within acceptable limits of the design. Contractor submits final invoice to include all remaining charges	been cleared by Contractor. State project manager processes Contractor's final invoice for payment.

2. **Project Work Plan Development**

The contractor will develop work plans and schedules. The contractor's work plan shall indicate the number of person-hours allocated for each task. Some projects will require the inclusion of a PERT-type display, time related, showing each event, task, and decision point in the work plan. This need will be determined by the DTMB NTSD representative on a project basis. When required the work plans must be agreed upon by the DTMB NTSD duly assigned project manager five (5) business days prior to start of job. A copy of the approved work plans along with State provided specifications and drawings will be on the job site at all times during this construction. The location of equipment must be adhered to unless a change is authorized by the duly delegated DTMB NTSD Project Manager. The only person and/or persons having the authority to make changes to the work plan is/are the DTMB NTSD duly assigned Project Manager(s). All changes must be approved in writing prior to change. It is conceivable that the contractor contacts the DTMB NTSD Project Manager by telephone and explains the requested changes. At that point in time the Project Manager may fax to the contractor the authority for the change. Project work plans may be required as assigned by the DTMB NTSD Project Manager.

3. **Provide As Built Drawings and Specifications**

As part of the services to be delivered, the Contractor will furnish two (2) complete sets of RCDD certified as-built drawings and as-built specifications as required to the DTMB NTSD Project Manager within three (3) weeks of project completion and installation. The Contractor must provide the State with as-built drawings that depict discrepancies, changes and additions relating to the construction and/or installation of the actual structure, physical cable, terminations and associated equipment and hardware. The as-built drawings will be generated on drawings furnished to the Contractor by the DTMB NTSD Project Manager.

The RCDD must have first hand knowledge concerning the accuracy of the as-built drawings and as-built specifications.

4. **Obtain Required Permits**

The Contractor may be responsible to obtain any required permits for the work completed by the Contractor. The State will reimburse the contractor for the actual costs associated with obtaining permits.

4. **Document Secure Storage**

Contractor must provide that all documentation is secure from fire, theft and is kept confidential.

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

The work is to be performed, completed, and managed at various area locations throughout the State of Michigan.

Contractor's staff must be able to pass a security clearance check conducted by the Contractor. Contractors must present certifications evidencing satisfactory background checks and drug tests for all staff identified for assignment to this project. Contractor is responsible for any costs associated with ensuring their staff meets all requirements.

The selected contractor must be staffed with at least one registered communication Distribution Designer (RCDD). The RCDD must have been an RCDD for a minimum of five (5) years and provide BICSI RCDD certification numbers. The RCDD must, at a minimum, review approve and certify with valid RCDD stamp, all designs, specifications and as-built drawings. It is preferred that the RCDD have hands on role in all design processes. The Contractor must have in place a quality assurance organization which audits the Contractors work and made up of the following components: accuracy, application of standards and clarity of work performance.

Project Manager

The State reserves the right to require a change in the current Project Manager if the assigned Project Manager is not, in the opinion of the State, adequately serving the needs of the State.

The Project Manager will work closely with the designated personnel from the State to insure a smooth execution of the project. The project manager will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's project manager responsibilities include, at a minimum:

1. Support the management of the Contract
2. Facilitate dispute resolution
3. Advise the State of performance under the terms and conditions of the Contract.
4. Manage all defined Contractor responsibilities in this Scope of Services.
5. Manage Contractor's subcontractors, if any
6. Develop the project plan and schedule, and update as needed
7. Serve as the point person for all project issues
8. Coordinate and oversee the day-to-day project activities of the project team
9. Assess and report project feedback and status
10. Escalate project issues, project risks, and other concerns
11. Review all project deliverables and provide feedback
12. Proactively propose/suggest options and alternatives for consideration
13. Utilize change control procedures
14. Prepare project documents and materials

15. Manage and report on the project's budget

Registered Communications Distribution Designer (RCDD)
The Contractor will identify a Registered Communications Distribution Designer (RCDD) whose responsibilities shall include, but will are not limited to:

1. Verify designs
2. Perform quality inspections
3. Project Plan design

Project Staffing
The contractor must be able to staff a project team which possesses talent and expertise in the fields of communication infrastructure. Include the number of executive and professional personnel by skill and qualifications that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the study or project. Identify key individuals by name and title. Indicate the amount of dedicated management time for the bidders' project manager and other key individuals. The Contractor will commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the State.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES
DTMB NTSD will be responsible for the State's infrastructure and will work together with the Contractor in determining the system configuration.

The State project team will consist of the following members, with the identified responsibilities:

Steering Committee

- TBD, DTMB NTSD Project Manager, (chairperson of the steering committee.)
- TBD, DTMB NTSD Manager
- TBD, DTMB NTSD Director

The Steering Committee will provide the following services:

1. Approve the project schedule
2. Authorize modifications for scope, resources, and budget of the project
3. Ensure senior management commitment to the project
4. Act as a final arbiter on proposed changes that significantly affect the business interests of the State

DTMB NTSD Project Manager/Contract Manager – Stanley Paterson, RCDD. (Registered Communications Distribution Designer)

The DIT Project Manager/Contract Manager will provide the following services:

- Function as the State Subject Matter Expert (SME)
- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance sign-off

- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.
- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external contractors
- Facilitate communication between different State departments/divisions (IT-Networking, Integrated Services, Administration, Accounting, etc.)
- Milestone acceptance sign-off
- Resolution of project issues
- Escalation of outstanding/high priority issues
- Conducting regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Documentation and archiving of all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings

Project Support - TBD

The Project Support function will provide the following services:

- Provide project support for granting access to locations, or additional project information.

Issue Escalation Process

Issues shall be escalated for resolution from level 1 through level 4, as defined below:

Level 1 – Project Support – TBD
Level 2 – Project Manager/Contract Manager– Stanley Paterson
Level 3 – Steering Committee Member – DTMB NTSD Manager TBD
Level 4 – Steering Committee Member – DTMB NTSD Director TBD

1.300 Project Plan

1.301 PROJECT PLAN MANAGEMENT

A. Orientation Meeting

1. Upon thirty (30) calendar days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract.
2. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor.
3. The State shall bear no additional cost for the time and travel of the Contractor for attendance at the meeting.

B. Performance Review Meetings (SOM PMO)

1. After the initial implementation period, the State will require the Contractor to attend bi-weekly meetings, at a minimum, to review the Contractor's performance under the Contract.
2. The meetings will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor.
3. The State shall bear no additional cost for the time and travel of the

Contractor for attendance at the meeting.

C. Project Control

1. The Contractor will carry out projects under the direction and control of DTMB NTSD.

2. Within ten (10) working days of receiving the project, the Contractor will submit the project plan to the State project manager(s) for final approval.

a. This project plan must include the following:

i. The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.

ii. The project breakdown (work plan) showing sub-projects, activities and tasks, and resources required and allocated to each.

iii. The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the work plan.

The Contractor will manage the project in accordance with the PMBOK® (Project Management Body of Knowledge from the Project Management Institute) and the state's Project Management Methodology (PMM). Methodology is available at the following link. http://www.michigan.gov/dit/0,1607,7-139-30637_31101-58009--,00.html

3.

a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract.

b. Contractor shall use automated project management tools, as reasonably necessary, in order to perform the cited Services, which shall include, through the end of the Contract, the capability to produce:

i. Staffing tables with names of personnel assigned to Contract tasks.

ii. Updates must include actual time spent on each task and a revised estimate to complete.

iii. Graphs showing critical events, dependencies and decision points during the course of the Contract.

c. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State's standard to the extent such standard is described with reasonable detail in the Statement of Work.

Project Control and Reports

State Responsibilities: Although there will be continuous liaison with the Contractor team, the DTMB NTSD Contract Administrator or duly assigned representative will meet, as deemed necessary by the State, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.

Contractor Responsibilities: The Contractor will carry out this project under the direction and control of the DTMB NTSD Contract Administrator or their duly assigned representative.

The Contractor will submit brief written summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans. The frequency of the written summaries will depend upon the project particulars. The State will determine the frequency at which the summaries are necessary.

The contractor will submit to Michigan DTMB NTSD the following:

1. The Contractor's project organizational structure.
2. The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
3. The sample project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
4. The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.

1.302 REPORTS

Once both parties have agreed to the format of reports, it shall become the standard to follow for the duration of the contract.

Reports are to be furnished by the Contractor weekly during the implementation period of any assigned statement of work, after that, quarterly. These include all of the following:

1. Weekly Project status
2. Updated project plan
3. Summary of activity during the report period
4. Accomplishments during the report period
5. Deliverable status
6. Schedule status
7. Action Item status
8. Issues
9. Change Control (Changes to the statement of work during the reporting period)

Progress reports showing the status of the project in respect to the planned schedule are to be generated. The frequency of these reports is up to the DTMB NTSD Contract Administrator. In-process and/or final quality verification reports covering the tasks performed on a particular project are to be submitted to the DTMB NTSD Contract Administrator. The contents and design of the quality reports will be mutually agreed upon by the vendor and the DIT Contract Administrator.

1.400 Project Management

1.401 ISSUE MANAGEMENT

An issue is an identified event that if not addressed may affect schedule, scope, quality,

or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

1. Description of issue
2. Issue identification date
3. Responsibility for resolving issue.
4. Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
5. Resources assigned responsibility for resolution
6. Resolution date
7. Resolution description

1.402 RISK MANAGEMENT

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the Contract. Risk management generally involves (1) identification of the risk, (2) assigning a level of priority based on the probability of occurrence and impact to the project, (3) definition of mitigation strategies, and (4) monitoring of risk and mitigation strategy.

Contractor's statement of work must define risks identified as being significant to the success of the project. Include how you would propose to effectively monitor and manage these risks, including reporting of risks to the State.

The Contractor must create a risk management plan. A risk management plan format will be submitted to the State for approval within twenty (20) business days after the effective date of the statement of work. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon. The risk management plan will be developed in accordance with the State's PMM methodology and the PMBOK® (Project Management Institute).

1.403 CHANGE MANAGEMENT

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract.

If a proposed contract change is approved by the Agency, the Contract Administrator will submit a request for change to the DTMB, Purchasing Operations Buyer, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the DTMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Contractors who provide products or services prior to the issuance of a Contract Change Notice by the**

DMB Office of Purchasing Operations, risk non-payment for the out-of-scope/pricing products and/or services.

The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

1.500 Acceptance

1.501 CRITERIA

The following criteria will be used by the State to determine Acceptance of the Services and/or Deliverables provided under this SOW.

All deliverables are to be complete (design drawings, specifications as-built drawings and quality assurance reports) and validated by the DTMB NTSD Project Manager. Clearing of punchlist items, as-built drawings, and as-built specifications will be received by the State and validated as complete by the DTMB NTSD Project Manager.

1.502 FINAL ACCEPTANCE

Final acceptance is expressly conditioned upon completion of all deliverables, completion of all tasks in the project plan as approved, completion of all applicable inspection and/or design procedures, and the certification by the State that the Contractor has met the defined requirements.

1.600 Compensation and Payment

1.601 Compensation and Payment

This contract is a firm, fixed unit priced contract. The prices quoted are firm for the entire length of the Contract. All time and material charges will be billed at the rates specified in Master Unit Pricing Matrix (Attachment A must be completed).

Payment

Contractor will submit properly itemized invoices. Invoices shall provide and itemize, as applicable:

1. Contract number;
2. Purchase Order number
3. Contractor name, address, phone number, and Federal Tax Identification Number;
4. Description of any commodities/equipment, including quantity ordered;
5. Date(s) of delivery and/or date(s) of installation;
6. Price for each item, or Contractor's list Price for each item and applicable discounts;
7. Net invoice (Net 45) Price for each item;
8. Shipping costs;
9. Other applicable charges;
10. Total invoice Price;

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

1.602 RESERVED

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Convergent Technology Partners ("**Contractor**"), a Michigan corporation This Contract is effective on November 17, 2015] ("11-17-15), and unless terminated, expires on November 17, 2020 (11-17-2020).

This Contract may be renewed for up to five (5) additional one (1) year periods. Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

The parties agree as follows:

1. **Statements of Work.** Contractor shall provide the services ("**Services**") and written deliverables ("**Deliverables**") pursuant to an executed Statement of Work entered into under this Contract (each, a "**Statement of Work**"). No Statement of Work shall be effective unless signed by each party's Contract Administrator. The term of each Statement of Work shall commence on the parties' full execution of the Statement of Work and terminate when the parties have fully performed their obligations. The terms and conditions of this Contract will apply at all times to any Statements of Work entered into by the parties under this Contract. The State shall have the right to terminate a Statement of Work as set forth in **Sections 18 and 19** of this Contract.

2. **Statements of Work Requirements.** Each Statement of Work will include the following:

    a. A detailed description of the Services to be provided by Contractor;
    b. A detailed description of the Deliverables to be developed or otherwise provided by Contractor, including any required milestone dates associated with such Deliverable;
    c. Names and contact information for Contractor's Project Manager and Key Personnel;
    d. Names and contact information for the DTMB Project Manager and the Agency Project Manager;
    e. Fees payable under the Statement of Work, the manner in which such Fees will be calculated, the due dates for payment and any invoicing requirements, including any milestones on which any such Fees are conditioned, and such other information as the parties deem necessary; and
    f. A detailed description of all state resources required to complete the Services and Deliverables set forth in the Statement of Work.

3. **Performance of Services.** Contractor will provide all Services and Deliverables in a timely, professional and workmanlike manner and in accordance with the terms, conditions, and specifications set forth in this Contract and the applicable Statement of Work.

    a. **State Standards**

        i. The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--,00.html

        ii. To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see http://michigan.gov/cybersecurity/0,1607,7-217-34395_34476---,00.html. All Contractor personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

b. **Contractor Personnel**

i. Contractor is solely responsible for all Contractor personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

ii. Prior to any Contractor personnel performing any Services, Contractor will:

1. ensure that such Contractor personnel have the legal right to work in the United States; and

2. require such Contractor personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract.

iii. Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and general health and safety practices and procedures.

iv. The State reserves the right to require the removal of any 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. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and Contractor cannot immediately replace the removed personnel, the State agrees to negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.

c. **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.

d. **Contractor's Key Personnel**

i. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to

interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

ii. Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under **Section 18**.

iii. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 18**, Contractor will issue to the State the corresponding credits set forth below (each, an "**Unauthorized Removal Credit**"):

1. For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be $25,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.

2. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the $25,000.00 credit specified above, Contractor will credit the State $833.33 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to $25,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed $50,000.00 per individual.

iv. Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection iii** above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract.

4. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if

sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Mr. Michael Breen *525 W. Allegan* *Lansing, Michigan 48913* *BreenM@michigan.gov* *517-284-7002*	*John Foster* *111 E. Court St.* *Flint, Michigan* *jfoster@ctpartner.net* *810-720-3820 Ext. 2106*

5. **Contract Administrators.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a "**Contract Administrator**"):

State:	Contractor:
Mr. Michael Breen *525 W. Allegan* *Lansing, Michigan 48913* *BreenM@michigan.gov* *517-284-7002*	*John Foster* *111 E. Court St.* *Flint, Michigan* *jfoster@ctpartner.net* *810-720-3820 Ext. 2106*

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
Commercial General Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations Deductible Maximum: $50,000 Each Occurrence	Contractor must have their policy 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.
Umbrella or Excess Liability Insurance	
Minimal Limits: $5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers,

	employees, and agents" as additional insureds.
Automobile Liability Insurance	
Minimal Limits: $1,000,000 Per Occurrence	
Workers' Compensation Insurance	
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimal Limits: $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimal Limits: $1,000,000 Each Occurrence $1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

Hired and Non-Owned Motor Vehicle Insurance	
Minimal Limits: $1,000,000 Per Accident	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.
Professional Liability (Errors and Omissions) Insurance	
Minimal Limits: $3,000,000 Each Occurrence $3,000,000 Annual Aggregate Deductible Maximum: $50,000 Per Loss	

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 Services; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Services; 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. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. **Extended Purchasing Program.** This Contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this Contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

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

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

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

10. **Intellectual Property Rights**. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Services and Deliverables and all associated intellectual property rights, if any. Such Services and Deliverables are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Services and Deliverables and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Services and Deliverables, including all intellectual property rights therein.

11. **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 Services and Deliverables; (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 Services and Deliverables, 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.

12. **Assignment.** Contractor may not assign this Contract to any other party without the prior written 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.

13. **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.

14. **Acceptance.** Unless otherwise provided in the applicable Statement of Work, this Section shall control acceptance of all Services and Deliverables. Services and Deliverables are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them (**"State Review Period"**). If the Services and Deliverables are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Services or Deliverables are accepted, but noted deficiencies must be

corrected; or (b) the Services or Deliverables are rejected. If the State finds material deficiencies, it may: (i) reject the Services or Deliverables without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with **Section 18**, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Services or Deliverables, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Services or Deliverables to the State. If acceptance with deficiencies or rejection of the Services or Deliverables impacts the content or delivery of other non-completed Services or Deliverables, the parties' respective Project 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 Statement of Work in whole or in part. The State, or a third party identified by the State, may perform the Services and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

15. **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 Services and Deliverables performed as specified in the Statement of Work. 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 and Deliverables purchased under this Contract 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 Services or Deliverables. 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.

16. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in the applicable Statement of Work.

17. **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. The State will not pay for Services or Deliverables, Contractor's lost profits, or any additional compensation during a stop work period.

18. **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 State 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 under this Contract; 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 19**, Termination for Convenience.

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

19. **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 Services immediately, or (b) continue to perform the Services in accordance with **Section 20**, 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.

20. **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 Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Services at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services, training, 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.

21. **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; and (iii) employ its own counsel. 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.

22. **Infringement Remedies.** If, in either party's opinion, any of the Services or Deliverables 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 Services or Deliverables, 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.

23. **Limitation of Liability.** THE STATE WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES SPECIFIED IN THE APPLICABLE STATEMENT OF WORK.

24. **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.

25. **State Data.**

    a. Ownership. The State's data ("**State Data,**" which will be treated by Contractor as Confidential Information) includes the State's data collected, used, processed, stored, or generated as the result of the Services, including but not limited to (i) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (ii) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section 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 Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.

c. Compromise of State Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (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 ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. This Section survives termination or expiration of this Contract.

26. **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.

d. 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 or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA) by the receiving party; (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.

e. 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.

f. 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.

g. 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.

h. 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. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

27. **Data Privacy and Information Security**. 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 State Data; (b) protect against any anticipated threats or hazards to the security or integrity of State Data; (c) protect against unauthorized disclosure, access to, or use of 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.

28. **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 Services 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 Services in connection with this Contract.

29. **Warranties and Representations.** Contractor represents and warrants to the State that: (a) It will perform all Services in a professional and workmanlike manner in accordance with best industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under the applicable Statement of Work; (b) the Services and Deliverables provided by Contractor will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (c) It has the full right, power, and authority to enter into this Contract, to grant the rights granted under this Contract, and to perform its contractual obligations; and (d) 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 18**, Termination for Cause.

30. **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 Services in connection with this Contract.

31. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

32. **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.

33. **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.

34. **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.

35. **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 Services from other sources.

36. **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.

37. **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 Project 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.

38. **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.

39. **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.

40. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

41. **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.

42. **Entire Agreement.** This Contract, including Statements of Work, constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Contract and those of any Statement of Work or other document, the following order of precedence governs: (a) first, this Contract; and (b) second, an individual Statement of Work as of the Effective Date of that Statement of Work. NO TERMS ON CONTRACTOR'S WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

Glossary

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
DTMB	Michigan Department of Technology, Management and Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
Reuse	Using a product or component of municipal solid waste in its original form more than once.
RFP	Request for Proposal designed to solicit proposals for services
Services	Any function performed for the benefit of the State.
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.

Glossary Specific to This RFP

ANSI	American National Standards Institute
ATM	Asynchronous Transfer Mode
BICSI	Building Consulting Services International
DB	Decibel
DIT	Department of Information Technology
EIA	Electronic Industries Alliance
IT	Information Technology
ITS	Information Transport System
MIOSHA	Michigan Occupational Safety and Health Administration
NEC	National Electric Code
NESC	National Electric Safety Code
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration
OSI	Open System Interconnection
OSP	Outside Plant
OTDR	Optical Time Domain Reflectometer
PBX	Private Business Exchange
PMM	Project Management Methodology
RCDD	Registered Communication Distribution Designer
TIA	Telecommunications Industry Association
UL	Underwriters Laboratories
UTP	Unshielded Twisted Pair

Abbreviations and Definitions

CFR	The Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.
Data flow	Exchange Network term for any routine exchange of information between two or more network partners.
DIT	Michigan Department of Information Technology
EPA	U.S. Environmental Protection Agency. Additional info at: http://www.epa.gov
ERP	Environmental Results Program – Additional info at: http://www.epa.gov/permits/erp/index.htm
Flow Configuration Document	aka FCD. A document that is intended to define the supported data services and processes that are used to exchange information. The FCD serves as a guide for trading partners the details and challenges associated with a specific flow. Additional info at: http://www.exchangenetwork.net
ID	Identification number
ITB	Invitation to Bid
MBE/WBE	Minority Business Enterprises / Women Business Enterprises
MDEQ	Michigan Department of Environmental Quality
MERP	Michigan Environmental Results Program
MS	Microsoft
.NET	.NET is the Microsoft Web services strategy to connect information, people, systems, and devices through software.
Node	A Network Node is a web server that facilitates the interface between back-end database systems and the Network. It is an entity's "point of presence" on the Exchange Network. Using standards-based web services and eXtensible Markup Language (XML) schema, Nodes securely initiate and respond to requests for information. Additional info at: http://www.exchangenetwork.net

OCR	Optical Character Recognition
PHIN	Public Health Information Network
PIN	Personal Identification Number
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMM	Project Management Methodology
QA	Quality Assurance
RFP	Request for Proposal
RTC	Return to Compliance
SBRA	Small Business in Rural Areas
Schema	Files that serve as the framework for defining the data elements and rules in an XML document. Schema express shared vocabularies and allow computers to carry out rules made by people.
SOW	Statement of Work
TRG	Technical Resources Group. Additional info at: http://www.exchangenetwork.net
XML	aka eXtensible Markup Language. An open standard language used to create files for exchanging and displaying data. XML is an outgrowth of Standard Generalized Markup Language and provides a standard method for describing data based upon a syntax developed by the World Wide Web Consortium (W3C).

Attachment A

Master Pricing Matrix

MASTER UNIT PRICE MATRIX	
NAME OF UNIT	PRICE/UNIT
Registered Communication Distribution Designer	$95.00 per hour
Project Manager	$95.00 per hour
Consultant	$95.00 per hour
Field Technician	$75.00 per hour
Systems Specialist	$110.00 per hour
Outside Plant Designer	$75.00 per hour
Professional Engineer	$150.00 per hour
Broadband Designer	$95.00 per hour
CAD Drafter	$55.00 per hour
Clerical Support	$35.00 per hour
Printer time	$35.00 per hour
Travel Time	$60.00 per hour
Mileage Reimbursement	State rate/mile
Travel Reimbursement (Overnight Accommodations, Meals, etc)	Receipted Costs
One (1) E size CAD drawing	$5.00 per sheet
Two (2) E size CAD drawings	$5.00 per sheet
Three (3) E size CAD drawings	$5.00 per sheet
Four (4) E size CAD drawings	$5.00 per sheet
Five (5) E size CAD drawings	$5.00 per sheet
Six (6) E size CAD drawings	$5.00 per sheet
Seven (7) or more E size CAD drawings	$5.00 per sheet
Right of Way (ROW) Services	$75.00 per hour
Permit application services	$75.00 per hour