



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

CONTRACT CHANGE NOTICE

Change Notice Number **6**
 to
 Contract Number **200000001031**

CONTRACTOR	PROFESSIONAL TECHNICAL DEVELOPMENT INC	STATE	Program Manager	Various	MDE
	3001 Coolidge, Suite 403				
	East Lansing, MI 48823				
	Dr. Douglas Wiesner		Contract Administrator	Jarrod Barron	DTMB
	517-333-9363 124			(517) 249-0406	
	doug.wiesner@ptdtechnology.com			barronj1@michigan.gov	
	CV0026020				

CONTRACT SUMMARY				
MDE CAREER TECHNICAL EDUCATION SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
June 9, 2020	June 8, 2021	9 - 1 Year	June 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		June 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,080,545.78	\$28,209.20	\$1,108,754.98		
DESCRIPTION				
Effective 10/15/2021, the parties add \$28,209.20 for the additional CTEIS services detailed in the attached statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
MDE	Valerie Felder	517-335-1066	FelderV@michigan.gov
DTMB	Kimberly Crawford	517-243-1483	crawfordk5@michigan.gov



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

CTEIS Dashboards and Additional Update/Maintenance Items

Project Title: CTEIS Dashboard and Additional Update/Maintenance Items	Period of Coverage: July – August 2022
Requesting Department: Department of Education	Date: September 2021
Agency Project Manager: Valerie Milton	Phone: 517-335-1066 or 517-281-2878
DTMB Project Manager: Sean Strom	Phone: 517.512.3110

SCOPE OF WORK & DELIVERABLES:

Contractor will provide the following services:

- Additional Vendor project meeting time to attend required OCTE meetings.
- Increase CTEIS help desk hours to 8 hours/day.
- Update and maintain Master Directory
- Update and maintain EMC Reports
- Migrate and manage system users
- Provide ongoing system maintenance.

The parties also add the yearly subscription cost for ongoing maintenance of CTEIS Dashboards throughout grant year.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

- **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE

Contractor may invoice the State \$5,000.00 for the maintenance item listed in the table below upon receipt of the Delivery Order. Contractor may invoice the State \$23,209.20 after all the tasks listed in the table below have been formally accepted by the State. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The

invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly

Each item below will be billed separately as work is completed during the 2021 – 2022 contract period.

Tasks	Due Date	Cost
Project Meeting Time with OCTE and CEPI	Ongoing throughout grant year	
CTEIS help desk hours: 8 hrs. per day	Ongoing throughout grant year	
Upgrade/migration of Master Directory	January 31, 2022	
Upgrade/migration of EMC Reports	February 28, 2022	
Upgrade/migration of Manage Users	February 28, 2022	
Upgrade/migration of System Maintenance	Ongoing throughout grant year	
Subtotal		\$23,209.20
Maintenance Item	Description	Cost
Dashboards	Ongoing maintenance throughout grant year	\$5,000.00
TOTAL COSTS		\$28,209.20

EXPENSES:

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

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Douglas Wiesner
PTD Technology
3001 Coolidge Road, Suite 403
East Lansing MI 48823
(517) 333-9363
(517) 332-3024
doug.wiesner@ptdtechnology.com

The designated Agency Program Manager is:

Valerie Milton
Department of Education
John A. Hannah Building /UP Level
608 W Allegan St.
Lansing MI 48909
(517)-335-1066
(517) 241-5347
FelderV@michigan.gov

The designated DTMB Program Manager is:

Sean Strom
SOM DTMB
Agency Services
John A. Hannah Building 1st floor
608 W Allegan St.
Lansing MI 48820
517-512-3110
StromS@michigan.gov

AGENCY RESPONSIBILITIES:

- Approval of scheduling, content and design of methodology.
- Timely review and edit of the data analyses.
- Prompt response to grantee requests for advice and direction when technical and logistical problems arise.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work at 3001 Coolidge Road, Suite 403 in East Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing. No overtime will be permitted.



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CONTRACT CHANGE NOTICE

Change Notice Number **5**
 to
 Contract Number **200000001031**

CONTRACTOR	PROFESSIONAL TECHNICAL DEVELOPMENT INC
	3001 Coolidge, Suite 403
	East Lansing, MI 48823
	Dr. Douglas Wiesner
	517-333-9363 124
	doug.wiesner@ptdtechnology.com
	CV0026020

STATE	Program Manager	Various	MDE
	Contract Administrator	Jarrod Barron	DTMB
		(517) 249-0406	
		barronj1@michigan.gov	

CONTRACT SUMMARY				
MDE CAREER TECHNICAL EDUCATION SYSTEM				
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June 9, 2020	June 8, 2021	9 - 1 Year	June 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		June 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,078,079.78	\$2,466.00	\$1,080,545.78		
DESCRIPTION				
Effective 8/17/2021, the parties add \$2,466.00 for the Completer Data Query enhancement services detailed in the attached statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
MDE	Valerie Felder	517-335-1066	FelderV@michigan.gov
DTMB	Kimberly Crawford	517-243-1483	crawfordk5@michigan.gov



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

**CTEIS Application Programming Interface (API)
Comprehensive Local Needs Assessment (CLNA)**

Project Title: CTEIS API, CLNA	Period of Coverage: July – August 2021
Requesting Department: Department of Education	Date: July 2021
Agency Project Manager: Valerie Felder	Phone: 517-335-1066
DTMB Project Manager: Sean Strom	Phone: 517.512.3110

BACKGROUND:

CTEIS API

This project consists of additions to the CTEIS API for the CLNA.

Comprehensive Local Needs Assessment

The CTEIS Data API provides access to several CLNA data end points formatted as HTML tables for use in the State's CLNA data collection system. The Complete Status data needs to be added to the API so that Career and Technical Education staff can access this data in the CLNA.

PROJECT OBJECTIVE:

This project consists of adding a Completer Data Query to the CTEIS API Interface so that CTEIS can share/transfer Completer Data to GEMS where the CLNA is located.

SCOPE OF WORK:

- The requirements for this project have already been gathered. See specific tasks/costs below.
- Add additional query to CTEIS API Interface so that CTE staff can access completer data via GEMS.

DELIVERABLES:

- Completer Data Query that includes student race, gender, special populations, and total columns.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.

2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE

Contractor will bill monthly at the rates shown in the table below for work completed during the prior month. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

Title	Hours	Rate (\$)	Total (\$)
Programmer	13	104	1872
Project Manager	3	132	396
QA	2	99	198
Total			\$2466

Task	Due Date	Contractor Staff	Total (Not to Exceed)
CTEIS API – Add Completer Data Query	August 31 st , 2021	Project Management	\$1,872.00
		Sr. Programmer	\$396.00
		Quality Assurance	\$198.00
Total Cost			\$2,466.00

EXPENSES:

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

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Douglas Wiesner
PTD Technology
3001 Coolidge Road, Suite 403
East Lansing MI 48823
(517) 333-9363
(517) 332-3024
doug.wiesner@ptdtechnology.com

The designated Agency Program Manager is:

Valerie Felder
Department of Education
John A. Hannah Building /UP Level
608 W Allegan St.
Lansing MI 48909
(517)-335-1066
(517) 241-5347
FelderV@michigan.gov

The designated DTMB Program Manager is:

Sean Strom
SOM DTMB
Agency Services
John A. Hannah Building 1st floor
608 W Allegan St.
Lansing MI 48820
517-512-3110
StromS@michigan.gov

AGENCY RESPONSIBILITIES:

1. Approval of scheduling, content and design of methodology;
2. Timely review and edit of the data analyses;
3. Prompt response to grantee requests for advice and direction when technical and logistical problems arise.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work at 3001 Coolidge Road, Suite 403 in East Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing. No overtime will be permitted.

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CONTRACT CHANGE NOTICE

Change Notice Number **4**
 to
 Contract Number **200000001031**

CONTRACTOR	PROFESSIONAL TECHNICAL DEVELOPMENT INC
	3001 Coolidge, Suite 403
	East Lansing, MI 48823
	Dr. Douglas Wiesner
	517-333-9363 124
	doug.wiesner@ptdtechnology.com
	CV0026020

STATE	Program Manager	Various	MDE
	Contract Administrator	Jarrod Barron	DTMB
		(517) 249-0406 barronj1@michigan.gov	

CONTRACT SUMMARY				
MDE CAREER TECHNICAL EDUCATION SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
June 9, 2020	June 8, 2021	9 - 1 Year	June 8, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>		<input type="checkbox"/>		June 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$606,543.78	\$471,536.00	\$1,078,079.78		
DESCRIPTION				
Effective 6/8/2021, the parties exercise an option though 6/30/2022 and add \$471,536.00 for ongoing services. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency, DTMB Procurement and State Administrative Board approval on 6/8/2021.				

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

AGENCY	NAME	PHONE	EMAIL
MDE	Valerie Felder	517-335-1066	FelderV@michigan.gov
DTMB	Kimberly Crawford	517-243-1483	crawfordk5@michigan.gov

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CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **200000001031**

CONTRACTOR	PROFESSIONAL TECHNICAL DEVELOPMENT INC
	3001 Coolidge, Suite 403
	East Lansing, MI 48823
	Dr. Douglas Wiesner
	517-333-9363 124
	doug.wiesner@ptdtechnology.com
	CV0026020

STATE	Program Manager	Various	MDE
	Contract Administrator	Jarrod Barron	DTMB
		(517) 249-0406 barronj1@michigan.gov	

CONTRACT SUMMARY				
MDE CAREER TECHNICAL EDUCATION SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
June 9, 2020	June 8, 2021	9 - 1 Year	June 8, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		June 8, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$559,931.60	\$46,612.18	\$606,543.78		
DESCRIPTION				
Effective 5/12/2021, the parties add \$46,612.18 for the services detailed in the attached 61a1, 61b and Technical Support statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
MDE	Valerie Felder	517-335-1066	FelderV@michigan.gov
DTMB	Kimberly Crawford	517-243-1483	crawfordk5@michigan.gov



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

CTEIS 61a1, 61b, Help Desk Technical Support

Project Title: CTEIS 61a1, 61b, Help Desk Technical Support	Period of Coverage: ongoing
Requesting Department: Department of Education	Date: April 2021
Agency Project Manager: Valerie Felder	Phone: 517-335-1066
DTMB Project Manager: Sean Strom	Phone: 517.512.3110

BACKGROUND:

State School Aid Act - Section 61a(1) Funds: Section 61a(1) funds are appropriated by the state legislature as categorical State Aid (Section 61a(1) of the state School Aid Act) in support of secondary career and technical education programs. These funds are allocated to school districts and area centers for the purpose of reimbursing the extra cost of these programs above the cost of non-vocational programs.

Section 61b Funding Formula

Section 61b of the State Aid Act directs the Office of Career and Technical Education (OCTE) to establish and manage a process to provide funding to local and intermediate school districts to defray some cost required to operate high-quality, state-approved career and technical education programs. This state mandates include specific timelines requiring data processing, reporting, and funding generating for students who enrolled in Career and Technical Education (CTE) Early Middle College programs (EMC) programs or CTE dual enrollment programs statewide.

PROJECT OBJECTIVE:

This project consists of three parts:

- 1) Modify 61a1 Funding Formula to account for changes to student advancement measure due to Perkins V.
- 2) Automate the 61b Expenditure process
- 3) Add additional hours to help desk to support CTE field staff. Due to new Perkins V requirements, the help desk is receiving additional calls/emails.

SCOPE OF WORK AND DELIVERABLES:

61a1 Funding Formula Work Plan

Timeline/Due Date	Tasks
April 2021-July 2021	1. Using OCTE-provided cross-walk of competencies/Perkins Course Competencies (PCCs) to convert competencies to segments or vice versa for purposes of 61a1 funding formula and determination of Perkins Participant and Concentrator, as well as Completer. Competencies composing PCCs vary by PCC and CIP Code.
July 2021	2. Compute 61a1 student advancement groups based either on segments, or competencies/Perkins Course Competencies (PCCs) depending on the CIP code. (note: number of weights may change during development of new formula). Current proposal for 61a1 formula Student advancement factor: <ul style="list-style-type: none"> a. Weight #1=<4 segments or < 1 PCC b. Weight #2=4-7 segments or 1 PCC c. Weight #3=8-11 segments or 2 PCCs d. Weight #4=12 segments or 2 PCCs plus additional PCCs or recognized postsecondary credential
July 2021	3. Compute Perkins Participants and Concentrators, and also Completers based on Perkins Course Competencies (PCCs) using 2018-2019 and/or 2019-2020 enrollment data and 2019-2020/2020-2021 allocations in the 61a1 legislation and crosswalk in #1 above.
July 2021	4. Create editable MSEXcel spreadsheet that allows manipulation of all factors in 61a1 funding formula, including student advancement factor, Perkins participant, concentrator, completer, cost weights and rank factor, CEPD options, CEPD share, and management of program rank in formula.
April 2021-August 2021	5. Run up to 10 test trials of proposed 61a1 funding formula options to determine proposed 61a1 funding amounts by PSN, 61a1 fiscal agency and CEPD, using 2018-2019 enrollments and 2019-2020 enrollments and 2019-2020/2020-2021 allocations in the 61a1 legislation and compare to results using existing 61a1 funding formula.
April 2021-September 2021	6. Participate in a maximum of 5 CTE State Aid referent group meetings to present results of test trials of proposed 61a1 funding formula.
October 2021 January 2022 March 2022	7. Co-present 61a1 funding formula at OCTE Fall 2021 Update, OCTE Data Workshop (January 2022), and OCTE Spring 2022 Update.
August 2021	8. Make programming changes to collect student advancement by competencies/PCCs.
July 2022	9. Make final programming changes to implement 61a1 funding formula for 2022-2023 funding based on 2021-2022 enrollment data and credential data.

61b Work Plan

Target Dates for 2020-2021	Task	Target Dates for 2021-2022	Task
May 14, 2021	Create 61bISD user	September 30, 2021	Review/revise 61bISD user
June 1, 2021	Modify Manage Users	September 30, 2021	Modify Manage Users
August 30, 2021	Create Manage 61b - ISD	October 30, 2021	Manage 61b - ISD
August 30, 2021	Create Manage 61b - OCTE	October 30, 2021	Manage 61b - OCTE
August 30, 2021	Create 61b Expenditures Report - Statewide	December 31, 2021	Review/revise 61b Expenditures Report - Statewide
August 30, 2021	Create 61b Expenditures Report - ISD	December 31, 2021	Review/revise 61b Expenditures Report - ISD

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on a satisfactory acceptance of each Milestone (major part of the contract). All time and materials contracts (hourly based) must submit time sheets with all invoices. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

TOTAL STATEMENT OF WORK COST

ITEM	COST
61a1 Work Plan	28,157.38
61b Work Plan	12,710.80
Added Help Desk Support	5,744.00
TOTAL	\$46,612.18

61a1 Payment Schedule (see detailed breakdown of costs in chart below.)

Total Costs will be spread over two years.

2020 – 2021 Cost	7,787.00
2021 – 2022 Cost	20,370.38
Total Cost	\$28,157.38

61b Payment Schedule (see detailed breakdown of costs in chart below.)

Total Costs will be spread over two years.

2020 – 2021 Cost	6,355.40
2021 – 2022 Cost	6,355.40
Total Cost	\$12,710.80

Estimate and contract year break down for 61a1 formula and competencies collection

61a1 Funding Formula	Additional 20-21 funds	Additional 21-22 Funds	Notes
Update enrCIPProgramEnrollment with PCCs based on competencies and segments	\$ 3,339.00	\$ -	
Create 61a1 Simulations based on PCCs and 61a1 factors	\$ 2,225.00	\$ 2,225.00	
Determine Final Formula		\$ 5,655.00	
Work with Referent Group			
Run Simulations			
Present findings			
Convert 61a1 to Competencies	\$ -	\$ -	These tasks conducted with 21-22 funds
Update programming			
Run on 21-22 data			
Update 61a1 Reports			
Competencies Collection	\$ 2223.00	\$ 7,892.80	These tasks supplemented by 20-21 and 21-22 funds by about 50%
database Updates			
Modify enrProgram			
Create cipCompetencies tbl			
create crsCompetencies tbl			
Manage Courses			
Modify Create new Course			
Create Segment subform			
create Competencies subform			
Modify Save Course			
Modify Copy Course			
Modify Deactivate Course			
Modify Renew Course			
Modify Course Imports			
Modify Mass Course Renew			
Validation			
Modify Validation			
Manage Students			
Modify Program Enrollment Profiles			
Reports		\$ 4,597.58	These tasks supplemented by 21-22 tasks by about 35%
Instructional Design Report			
3Yr Instructional Design Report			
Enrollment Export			
Completer Assessment Report			
Totals	\$ 7,787.00	\$ 20,370.38	\$ 28,157.38

Estimate for supplemental 61b Collections tasks contract year break down.

61b Expenditures - Supplemental	Additional 20-21 funds	Additional 21-22 Funds	
Create 61bISD user			
Modify Manage Users			
Create Manage 61b - ISD			
Create Manage 61b - OCTE			
Create 61b Expenditures Report - Statewide			
Create 61b Expenditures Report - ISD			
Totals	\$6,355.40	\$6,355.40	\$12,710.80

Help Desk – Technical Assistance

2020 – 2021 Add Additional 65 hours to Customer Support

65 hours x \$88.37 per hour = \$5,744.00

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

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Douglas Wiesner
PTD Technology
3001 Coolidge Road, Suite 403
East Lansing MI 48823
(517) 333-9363
(517) 332-3024
doug.wiesner@ptdtechnology.com

The designated Agency Program Manager is:

Valerie Felder
Department of Education
John A. Hannah Building /UP Level
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The designated DTMB Program Manager is:

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AGENCY RESPONSIBILITIES:

1. Approval of scheduling, content, and design of methodology.
2. Timely review and edit of the data analyses.
3. Prompt response to grantee requests for advice and direction when technical and logistical problems arise.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work at 3001 Coolidge Road, Suite 403 in East Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing. No overtime will be permitted.



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

CONTRACT CHANGE NOTICE

Change Notice Number **2**
 to
 Contract Number **200000001031**

CONTRACTOR	PROFESSIONAL TECHNICAL DEVELOPMENT INC
	3001 Coolidge, Suite 403
	East Lansing, MI 48823
	Dr. Douglas Wiesner
	517-333-9363 124
	doug.wiesner@ptdtechnology.com
	CV0026020

STATE	Program Manager	Various	MDE
	Contract Administrator	Jarrod Barron	DTMB
		(517) 249-0406	
		barronj1@michigan.gov	

CONTRACT SUMMARY				
MDE CAREER TECHNICAL EDUCATION SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
June 9, 2020	June 8, 2021	9 - 1 Year	June 8, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		June 8, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$506,536.00	\$53,395.60	\$559,931.60		
DESCRIPTION				
Effective 2/2/2020, the parties add \$53,395.60 for the services detailed in the attached CTEIS API and 61b Funding Formula Automation statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
MDE	Valerie Felder	517-335-1066	FelderV@michigan.gov
DTMB	Kimberly Crawford	517-243-1483	crawfordk5@michigan.gov



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

**CTEIS Application Programming Interface (API)
Comprehensive Local Needs Assessment (CLNA) API Transfer
New Program Application API Transfer
61b Funding Formula
Monthly Server Costs**

Project Title: CTEIS API, CLNA API, New Program Application API, 61b funding formula, Monthly Azure Server Costs	Period of Coverage: ongoing
Requesting Department: Department of Education	Date: Jan 2021
Agency Project Manager: Valerie Felder	Phone: 517.335.1066
DTMB Project Manager: Sean Strom	Phone: 517.512.3110

BACKGROUND:

CTEIS API

This project consists of the development of a base CTEIS Data API designed to safely, securely and efficiently share CTEIS Data with the State of Michigan data systems. The CTEIS Data API will be constructed to be extensible for the addition of additional data end points as necessary.

The CTEIS Data API will be a RESTful API developed in ASP.Net Core 3.1. The API will be hosted on the Microsoft Azure platform, a FEDRAMP certified platform. It will interface with the CTEIS Database to provide read-only access to data queries described below. The API will require Token Authentication and will employ SSL for security.

Comprehensive Local Needs Assessment

The CTEIS Data API will provide access to several CLNA data end points formatted as HTML tables for use in the State's CLNA data collection system. Various data queries, tables and reports will be created to allow the CTE field staff to easily access and analyze data necessary to complete the CLNA.

New Program Application

The API will interface with the CTEIS Database to provide read-only access to data queries to interface with the GEMS system. The New Program Application is housed within the GEMS system. Career and Technical Education Programs are identified in a building by Program Serial Numbers (PSN). When new CTE programs are created a PSN is assigned to each program.

Section 61b Funding Formula

Section 61b of the State Aid Act directs the Office of Career and Technical Education (OCTE) to establish and manage a process to provide funding to local and intermediate school districts to defray some cost required to operate high-quality, state-approved career and technical education programs. This state

mandates include specific timelines requiring data processing, reporting and funding generating for students who enrolled in Career and Technical Education (CTE) Early Middle College programs (EMC) programs or CTE dual enrollment programs statewide.

CTEIS Server Requirements

Due to the new Azure server, the costs to operate the server have increased. The server costs are no longer a fixed cost, but is a subscription cost and every application/environment that is added to the server requires a cost. Therefore, it necessary to require an additional \$500 per month to properly operate and maintain CTEIS on the Azure server. Example costs include the CTEIS production, test, and development environments will each run on its own website. In addition the CLNA will run on its own website.

PROJECT OBJECTIVE:

This project consists of five parts:

1. Develop a CTEIS API Interface to share data between various State of Michigan data systems.
2. Develop a CTEIS API used to share data with CLNA. Various data queries, tables and reports will be developed to support Perkins local recipients in completing the CLNA Perkins Legislation requirement.
3. Develop a CTEIS API used to share data with New Program Application which is housed in GEMS. Queries will be created to share Program Serial numbers between CTEIS and GEMS.
4. Automate 61b Funding Formula. Spreadsheets, reports and tables will be created in order to meet the requirements of Section 61b of the State Aid Act, the 61b funds for CTE EMC programs and CTE Dual Enrollment programs needs.
5. Restructure Monthly Server Costs which is an ongoing cost required to operate and maintain the CTEIS database on the Azure server.

SCOPE OF WORK:

- Participate in requirements gathering sessions
- Create Api to interface with State of Michigan data Systems
- Create Api to share data with CLNA
- Create Api to share data with GEMS/MARS application
- Automate 61b calculations for funding formula.
- Create spreadsheets, reports and table in order to meet 61b Funding Formula requirements
- Provide technical documentation for Apis as noted in deliverables
- Assist in the implementation and connection of Apis

SPECIFIC 61B TASKS

- Prior year CTE enrollment data ready in CTEIS.
- Obtain EOY GSR table from CEPI with student EMC status
- Merge CTE enrollment with EOY GSR data by student UIC.
- Calculate the CTE dual enrollment and EMC student count by PSN.
- Generate 61b funding by PSN.
- Produce spreadsheets by Fiscal Agency, Operating Agency, Operating Building, PSN, EMC program type for OCTE to validate it.
- Produce spreadsheets for CMS uploading.
- Output table with student use of funding in UIC level in CTEIS database.
- Assist with OCTE staff to make sure funding is computed and submitted in time for the October state aid payment schedule.
- Produce 61b public reports.
- Produce spreadsheets for 61b expenditure (4033) data.

SPECIFIC 61B DELIVERABLES

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include:

- Produce spreadsheets by Fiscal Agency, Operating Agency, Operating Building, PSN, EMC program type for OCTE to validate it.
- Produce spreadsheets for SAMS uploading.
- Produce 61b public funding reports by PSN.
- Produce spreadsheets for 61b expenditure (4033) data by PSN.

DELIVERABLES:

- Approved requirement document for each development effort.
- Technical Documentation: Documentation for each Api; including end points, connection guidelines, and data definitions.
- Project Documentation: Assist in update of CTEIS Enterprise Architecture Solution Assessment (EASA) and System Security Plan (SSP).

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

Task	Due Date	Contractor Staff	Cost	Invoice Timing
CTEIS API <ul style="list-style-type: none"> • Develop API Interface (one-time cost) • Create CLNA data queries • Create New Programs data queries 	February 15, 2021	Project Manager, Sr. Programmer Quality Assurance	\$21,440.00	Contractor will invoice the State \$21,440.00 after the State has accepted the CTEIS API deliverables.
61b Funding Formula (one-time cost for development and ongoing maintenance cost)	June 1, 2021	Development	\$19,638.40 plus \$9,317.20 annual process costs	Contractor will invoice the State \$19,638.40 after the State has accepted the initial 61b

				Funding Formula development deliverable. Annually thereafter, Contractor will invoice the State \$9,317.20 after the State has accepted the annual maintenance/process deliverable(s).
Azure Server	Ongoing – Paid first of each month	Hosting	\$500 a month (\$ 3,000.00 Total)	Contractor will invoice the State \$500.00 per month for Azure hosting beginning March 1, 2021.

EXPENSES:

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

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Douglas Wiesner
PTD Technology
3001 Coolidge Road, Suite 403
East Lansing MI 48823
(517) 333-9363
(517) 332-3024
doug.wiesner@ptdtechnology.com

The designated Agency Program Manager is:

Valerie Felder
Department of Education
John A. Hannah Building /UP Level
608 W Allegan St.
Lansing MI 48909
(517)-335-1066
(517) 241-5347
FelderV@michigan.gov

The designated DTMB Program Manager is:

Sean Strom
SOM DTMB
Agency Services
John A. Hannah Building 1st floor
608 W Allegan St.
Lansing MI 48820
517-512-3110
StromS@michigan.gov

AGENCY RESPONSIBILITIES:

1. Approval of scheduling, content and design of methodology;
2. Timely review and edit of the data analyses;

3. Prompt response to grantee requests for advice and direction when technical and logistical problems arise.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work at 3001 Coolidge Road, Suite 403 in East Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing. No overtime will be permitted.



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

CONTRACT CHANGE NOTICE

Change Notice Number 1
 to
 Contract Number 200000001031

CONTRACTOR	PROFESSIONAL TECHNICAL DEVELOPMENT INC	STATE	Program Manager	Various	MDE
	3001 Coolidge, Suite 403				
	East Lansing, MI 48823				
	Dr. Douglas Wiesner		Contract Administrator	Jarrod Barron	DTMB
	517-333-9363 124			(517) 249-0406	
	doug.wiesner@ptdtechnology.com			barronj1@michigan.gov	
	CV0026020				

CONTRACT SUMMARY				
MDE CAREER TECHNICAL EDUCATION SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
June 9, 2020	June 8, 2021	9 - 1 Year	June 8, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		June 8, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$476,536.00	\$30,000.00	\$506,536.00		
DESCRIPTION				
Effective 12/21/2020, the parties add \$30,000.00 for the services detailed in the attached Follow-up Validation Study statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
MDE	Valerie Felder	517-335-1066	FelderV@michigan.gov
DTMB	Kimberly Crawford	517-243-1483	crawfordk5@michigan.gov



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

Project Title: Follow-up Validation Study	Period of Coverage: Feb-June 2020
Requesting Department: Department of Education	Date: Oct 2020
Agency Project Manager: Yincheng Ye	Phone: 5172417652
DTMB Project Manager: Sean Strom	Phone: 517.512.3110

BACKGROUND:

Local, regional, state and federal program planning and management require information about enrollment, student performance, graduation and job and advanced educational placement of, and related information about, former enrollees in CTE instructional programs. To ensure that the follow-up survey data reported is both accurate and representative of all CTE concentrators, we need to conduct the Validation Study right after the annual follow-up study.

This Validation Study modifies the sampling design methodology of the most recent (2015) verification and nonrespondent studies. It will focus on verifying responses to the original survey and reduce the nonrespondents sample size under limited budget and resources. Based on the results of previous years' verification and nonrespondent studies, discrepancies between responses to the original survey, and the verification sample were observed, while no significant difference was found between main follow-up survey respondents and nonrespondents in a most recent (2015) Nonrespondent Study report. The current sampling design was based on these findings from the most recent reports.

PROJECT OBJECTIVE:

The validation study will repeat the follow-up survey for a stratified sample of total concentrators from those who completed the main follow-up survey and those who did not respond to the main survey. The data will be used to check the accuracy of the data from the main survey and will also be used to adjust the generalizability of main findings to the entire population.

The goal of this validation study is to determine (1) whether the main survey data is reliable—whether there are significant differences between the initial main survey responses and the sampled responses, (2) whether the answers of those who did not respond are significantly different from those who did respond to the main follow-up survey, (3) whether inadequacies exist in some aspect of the survey's design, (4) whether agencies are making sufficient efforts to collect the survey data and maintain all required supporting documentation, and (5) adjust the generalizability of main follow-up findings to the entire population.

SCOPE OF WORK:

- Design appropriate methodology to conduct the validation study.
- Appropriately sample respondents and nonrespondents.
- Final report of validation study.

TASKS:

- Appropriately design the methodology to conduct the validation study.
- Attain sample size requirement to accurately carry out the studies specified in the methodology.
- An accurate and complete sample of respondents collected on schedule, with high return rates.

- Acceptable final report of validation study including conclusions and recommendations for improving future surveys
- Results are used to verify the accuracy of the main follow-up survey and adjust the generalizability of findings to the entire population.

DELIVERABLES/ ACCEPTANCE CRITERIA:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include:

- Final report of validation study including: summaries of all aspects of the study including descriptions of the instrumentation, sampling plan, procedure of the data collection, results obtained, analysis of such results, and any recommendations that resulted from the study.
- Completed surveys, including list of former students surveyed, with ability to verify results.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on a Satisfactory Final Acceptance at conclusion of the contract basis. Full payment of \$30,000 will happen once all tasks are delivered. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment.

The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

Tasks	Requirements	Anticipated completion date
Task 1: Planning	Project plan schedule	2/1/2021
Task 2: Methodology Design	Appropriate methodology and sampling design	2/28/2021
Task 3: Survey Students	Attain sample size requirement in the methodology design, an accurate and complete sample of respondents collected on schedule, with high return rates.	4/30/2021
Task 4: Final Report	Acceptable final report of validation study.	5/31/2021

EXPENSES:

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

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Douglas Wiesner
PTD Technology
3001 Coolidge Road, Suite 403
East Lansing MI 48823
Phone (517) 333-9363
Fax (517) 332-3024
doug.wiesner@ptdtechnology.com

The designated Agency Program Manager is:

Yincheng Ye
Department of Education
John A. Hannah Building /UP Level
608 W Allegan St.
Lansing
Phone (517) 241-7652
Fax (517) 241-5347
yey@michigan.gov

The designated DTMB Program Manager is:

Sean Strom
SOM DTMB
Agency Services
John A. Hannah Building/ 1st Floor
608 W Allegan St
Lansing MI
Phone 517.512.3110
StromS@michigan.gov

AGENCY RESPONSIBILITIES:

1. Approval of scheduling, content and design of methodology;
2. Timely review and edit of the data analyses;
3. Prompt response to grantee requests for advice and direction when technical and logistical problems arise.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work at 3001 Coolidge Road, Suite 403 in East Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing. No overtime will be permitted.



DSTATE OF MICHIGAN PROCUREMENT
Department of Technology, Management, and Budget
 525 W. Allegan, 1st floor
 Lansing, Michigan 48913

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **200000001031**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Professional Technical Development Inc.
	3001 Coolidge, Suite 403
	East Lansing, Michigan 48823
	Dr. Douglas Wiesner
	517-333-9363 ext. 124
	Doug.wiesner@ptdtechnology.com
	Vcust#00226020

STATE	Program Manager	Dr. Valerie Felder	MDE
		517-335-1066	
		FelderV@Michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		517-249-0406	
		Barronj1@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Maintenance, Development and Support for Career and Technical Education Information System			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
6/9/2020	6/8/2021	9 one (1) year options	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$476,536.00

CONTRACT NO.

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

STATE OF MICHIGAN

CTEIS Info System and CTE Follow Up Survey Support Center

EXHIBIT A Statement of Work

This Exhibit identifies the anticipated requirements of any Contract.

1. DEFINITIONS

The following terms have the meanings set forth below. All initial capitalized terms that are not defined below shall have the respective meanings given to them in Section 1 of the Contract Terms and Conditions.

4033 – Funding Reporting (Expenditures): This data cycle/reporting process contains CTE expenditure information by CTE program for each fiscal district operating CTE programs in the previous school year. It includes the following: data collection reports and final program improvement and other expenditure data by function code, object code, and program. Data collected via this reporting process provides the information used in the determination of the 61a(1) Program Const Factor used in the State School Aid, Section 61a1 funding formula.

4483D – End of Year Enrollment and Completion Reporting: This report process contains program/course/section; individual student enrollment/completion; and other student demographic data for each CTE student (by fiscal district) for the reporting year. The process includes a verification of data and enrollment statistics for each school district for the spring school semester. This information is collected for the State School Aid Act Section 61a(1) final funding determinations and includes the following: data collection reports, semester taxonomy, special populations report, and final duplicated enrollment (class enrollment) reports. This information is collected for legislative/administrative requirements. It includes the following: data collection/edit/analyses, queries and reports, taxonomy, special populations data, and final unduplicated student enrollment and program reports by race/ethnicity, gender, and special populations. Data collected via this reporting process provides the information used within the Perkins V Consolidated Annual Report, Enrollment and Completion reports, the Perkins V Core Performance Indicators, State School Aid Section 61a1 Funds and the Annual CTE Follow-Up of CTE Program Completers.

Americans with Disabilities Act (ADA): A civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation and all public and private places that are open to the general public. See the Americans with Disabilities Act (ADA) of 1990, as amended, (Pub. L. 101-336) (42 U.S.C. §§ 12101 *et. seq.*).

Area Career and Technical Education School: A specialized public secondary school used exclusively or principally for the provision of career and technical education to individuals who are available for study in preparation for entering the labor market. [Perkins V Act, sec. 3 (3)].

Articulation Agreement: A written commitment that is agreed upon at the state level or approved annually by the lead administrators of a secondary institution and a postsecondary educational institution or a sub-baccalaureate degree granting postsecondary educational institution and a baccalaureate degree granting postsecondary educational institution and to a program that is designed to provide students with a non-duplicative sequence of progressive achievement leading to technical skill proficiencies, a credential, a certificate, or a degree and linked through credit transfer agreements between the 2 institutions. [Carl D. Perkins Act of 2006, sec. 3 (4)] [Perkins V Act, sec. 3 (4)].

Career and Technical Education (CTE): Organized educational activities that offer a sequence of courses that provides individuals with coherent and rigorous content aligned with challenging academic standards and relevant technical knowledge and skills needed to prepare for further education and careers in current or emerging professions; provides technical skills proficiency, an industry-recognized credential, a certificate, or an associate degree; and may include prerequisite courses (other than a remedial course) and include competency-based applied learning that contributes to the academic knowledge, higher-order reasoning and problem-solving skills, work attitudes, general employability skills, technical skills, and occupation-specific skills, and knowledge of all aspects of an industry, including entrepreneurship, of an individual [Perkins V Act, sec 3 (5)].

Career and Technical Education Center: See “Area Career and Technical Education School”

Career and Technical Education Information System (CTEIS): Career and Technical Education Information System.

Career and Technical Education Program (CTE Program): A state-approved secondary career and technical education program consists of: 1) a coherent sequence of courses defined by competencies 2) a post high school component in the program of study, 3) high school graduation requirements as defined by the Michigan Merit curriculum resulting in high school graduation, culminating in a credential.

Career Clusters: The U.S. Department of Education Office of Vocational and Adult Education (OVAE) have identified 16 career clusters representing career opportunities for the 21st century economy. These clusters will frame student opportunities as they pursue postsecondary education and a wide range of career opportunities from career beginnings to professional and managerial careers.

Career Education Planning District (CEPD): An administrative entity that provides coordination and liaison between the Department and local districts concerning CTE matters. Each of the 53 Career Education Planning Districts has a CEPD Career and Technical Education (CTE) administrator who oversees such services.

Carl D. Perkins Career and Technical Education Act of 2006: The Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV) provides federal funding to develop more fully the academic, career, and technical skills of secondary and postsecondary students who elect to enroll in career and technical education programs. The Act focuses on developing challenging academic and technical standards,

assisting students in meeting the standards, including preparation for high-skill, high-wage or high-demand occupations in current or emerging professions, and promoting the development of services and activities that integrate rigorous and challenging academic and career and technical instruction that link secondary and postsecondary education for CTE students. The Michigan Department of Education, Office of Career and Technical Education, awards formula grants to regional fiscal agents. Eligible recipients of funding are public educational agencies that provide career and technical education programs and services.

Carl D. Perkins Strengthening Career and Technical Education for the 21st Century Act: Carl D. Perkins Strengthening Career and Technical Education for the 21st Century Act (Perkins V) provides federal funding to develop more fully the academic, career, and technical skills of secondary and postsecondary students who elect to enroll in career and technical education programs. The Act focuses on developing challenging academic and technical standards, assisting students in meeting the standards, including preparation for high-skill, high-wage or high-demand occupations in current or emerging professions, and promoting the development of services and activities that integrate rigorous and challenging academic and career and technical instruction that link secondary and postsecondary education for CTE students. The Michigan Department of Education, Office of Career and Technical Education, awards formula grants to regional fiscal agents. Eligible recipients of funding are public educational agencies that provide career and technical education programs and services.

Center for Educational Performance and Information (CEPI): CEPI is the office within the Michigan Department of Technology, Management and Budget, State Budget Office, that collects and reports data about Michigan's K-12 public schools. Its initiatives in data collection and reporting facilitate school districts' compliance with the federal No Child Left Behind Act of 2001 and the Michigan Department of Education's accreditation plan, Education Yes!

CEPD Options: State Aid – Section 61a(1) funds are distributed by using a two-tier funding distribution policy. The OCTE uses the state Rank List for the identification and distribution of 60% of the State Aid, Section 61a(1) funds. This Rank List is based upon employment demand, wages, and related placement data.

The remaining 40% of State Aid, Section 61a(1) funds are proportionally distributed among the 53 CEPDs (referred to as “CEPD Shares”). Each CEPD submits to OCTE a list of their CTE programs, by operating building, among which they wish to distribute the 40% share of State Aid, Section 61a(1) funds for that fiscal year. This identification and prioritization list is referred to as “CEPD Options”.

Certification/Personnel Certification: A certification indicates that the individual has acquired the necessary knowledge, skills, and sometimes personal attributes (based on a formal study) to perform a specific occupation or skill. The certification process is based on a formal study that has validated the necessary knowledge, skills, and sometimes personal attributes that have been assessed (through examinations that have been determined to be fair, valid, and reliable) and affirmed (re-certification) at a designated interval. The certificate that is given is owned by the certification body and can be taken away from the certified person for reasons of unethical behavior or incompetence after an appropriate process.

Civil Rights Compliance Review (CRCR): A compliance program to prevent, identify, and remedy discrimination on the basis of race, color, national origin, gender/sex, disability, or age by subrecipients

of federal funds (may be a local educational agency (LEA), Intermediate School District (ISD), Postsecondary Institution, state Operated Educational Program, or CTE Center that receives any federal financial assistance through a state agency). The Civil Rights Compliance Program is a comprehensive review system designed to assure equal opportunity for all groups and populations and improve the delivery of career and technical education. Activities of this program are required by Section II(b) of the Vocational Education Guidelines for Eliminating Discrimination and Denial of Services on the Basis of Race, Color, National Origin, Sex, and Disability, Federal Register, Vol. 44, No. 56, page 17165, issued Wednesday, March 21, 1979.

Classification of Instructional Programs Code (CIP Code): Federal Classification of Instructional Program Code. A standard six-digit code assigned to programs as a means of classifying them by their specialty. CIP Codes are listed in the National Center of Education Statistics (NCES) publication that classifies instructional programs by standard terminology for curriculum and instructional programs. A code is assigned to each approved CTE program. A list of the available standard CIP Codes is available on the OCTE website: http://www.michigan.gov/mde/0,1607,7-140-6530_2629---,00.html. Click on Applications and Guidelines, click New CTE Programs, then click [CIP Codes and Standard Courses for 2007-2012](#).

Completer: A student who completes a state-approved Career and Technical Education program.

Control Objectives for Information and Related Technology (COBIT): Guidelines developed by the Information Systems Audit and Control Association for information technology management and governance.

Core Performance Indicators (CPI): The federally mandated state-defined performance measures that focus on the achievement of students enrolled in state-approved career and technical education programs in the areas of Academic Proficiency in reading, Academic Proficiency in math, Academic Proficiency in science, Four-year graduation rate, post-program placement, nontraditional concentration, and Program Quality – Attained Recognized Postsecondary Credential.

Course: State-approved CTE programs consist of a set of program standards which may be organized at the local level into ‘courses’ for delivery of instruction. For funding and accountability purposes, districts report on ‘course sections.’

Course Section: Course sections are defined by the specific program standards delivered by instructional staff for a specified time in a specific location for a period of time specified by begin and end dates.

Credentials: There are many different types of credentials offered or awarded by various types of organizations. Within the context of education, workforce development, and employment and training for the labor market, the term credential refers to a verification of qualification or competence issued to an individual by a third party with the relevant authority or jurisdiction to issue such credentials (such as an accredited educational institution, an industry-recognized association, or an occupational association or professional society).

According to Perkins V Legislation, the range of different types of postsecondary credentials include:

- Industry-recognized certificate or certification
- Certificate of completion of an apprenticeship

- License recognized by the State of Michigan or Federal Government
- Associate Degree
- Baccalaureate Degree

CTE Student: Student enrolled in a state-approved career and technical education program.

Department: Refers to the Michigan Department of Education. Abbreviated MDE.

Education Data Exchange Network (EDEN): EDEN is a centralized, coordinated repository of state reported K through 12 educational data residing at the U.S. Department of Education. The EDEN Submission System is an electronic system that facilitates the efficient and timely transmission of data from SEAs (State Education Agencies) to the U.S. Department of Education. In Michigan, the Center for Educational Performance and Information is responsible for submitting EDEN data.

Educational Entity Master (EEM): Educational Entity Master replaced the School Code Master (SCM). The state of Michigan's database of school directory information for public and registered non-public educational entities. It contains the official identification numbers and contact information for the educational systems in Michigan.

Emerging Programs: Those CTE program that extend beyond current state-approved CIP programs developed to meet current and anticipated employment needs. Application for approval is required.

English Learner: An English learner is a secondary school student, as defined in section 8101 of the Elementary and Secondary Education Act of 1965 [Perkins V sec. 3 (22)] is; or an adult or an out-of-school youth who has limited ability in speaking, reading, writing or understanding the English language and whose native language is a language other than English; or who lives in a family environment or community in which a language other than English is the dominant language.

Federal Career Clusters: See "Career Clusters"

Fiscal District – formerly Fiscal district: The education agency or ISD responsible for the financial activities and use of the State Aid, Section 61a(1) funds.

Graduation and Dropout Information (GAD): Graduation and Dropout Information (GAD) Application provides district users the ability to review their graduation and dropout rate reports prior to rate publication in February of each year. Data in this application are based on a snapshot which is taken mid-August and mid-October. Notification is sent to authorized users when these snapshots are completed.

Individual with a Disability: An individual with any disability (as defined in section 3 of the Americans with Disability Act of 1990) [Perkins IV sec. 3 (17) and Perkins V sec. 3 (28) Special populations category for Perkins reporting purposes.

Individual with Limited English Proficiency – LEP: Secondary school student who has limited ability in speaking, reading, writing, or understanding the English language and whose native language is a

language other than English or who lives in a family or community environment in which a language other than English is the dominant language. [Carl D. Perkins, sec. 3 (16)]. Reported through the state of Michigan Student Data System (MSDS). Special populations category for Perkins reporting purposes.

Industry-recognized Credentials: An industry-recognized credential is one that either is developed and offered by, or endorsed by a nationally recognized industry association or organization representing a sizeable portion of the industry sector, or a credential that is sought or accepted by companies within the industry sector for purposes of hiring or recruitment, which may include credentials from vendors of certain products. Consumer should be aware that in some industry sectors there may be more than one major industry association and that they may endorse or promote different credentials, and that the credentials that are sought by individual companies in an industry can vary by geographic region, by company size, or based on what product or equipment the company uses and needs workers to be able to operate. This is merely to point out that there may not be a single readily identifiable national credential for all industry sectors or occupations.

Intermediate School District (ISD): Administrative entity responsible for oversight of education-related activities, including CTE for a set of districts within a geographic area.

Less-Than-Class-Size (LTCS) Programs: The Less Than Class Size Program concept is to provide opportunities for schools to test or pilot unique, wage-earning programs or to deliver wage-earning programs that were not available through existing career and technical education in their region. Programs are developed on a contract basis using the local business and industry community for instructional sites and annually reviewed and approved by the regional (CEPD) administrator.

License/Occupational License: An occupational license is typically granted by a Federal, state, or local government agency, is mandatory in the relevant jurisdiction, is intended to set professional standards and ensure safety and quality of work, is required in addition to other credentials, is defined by laws and regulations, and is time-limited. Violation of the terms of the license can result in legal action.

Limited English Proficiency (LEP): Refers to an individual with Limited English Proficiency.

Local Education Agency: The term local educational agency means a public board of education or other public authority legally constituted within a state for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a state or such combination of school districts or counties as are recognized in a state as an administrative agency for the state's public elementary schools or secondary schools. Such term includes any other public institution or agency having administrative control and direction of a public elementary school or secondary school. [ESEA, sec. 5212 (5)].

Local School District: See “Local Education Agency”

Local Student Information Systems: Software systems used by educational entities.

Michigan Department of Education (MDE): The Department of Education, under the direction of the Superintendent of Public instruction, carries out the policies of the State Board of Education. The Department implements federal and state legislative mandates in education.

Michigan Education Information System (MEIS): MEIS is a flexible user management system that provides secure access to a variety of state of Michigan applications. MEIS accounts are unique to each individual and allow to access multiple information system applications with varying levels of access rights (each determined by the security managers for each application). MEIS is the user management system currently utilized by CTEIS to provide secure access to the system.

Michigan Electronic Grant System (MEGS): MEGS is a comprehensive web-based grants management application. MEGS provides access to grant application information and reporting data that is stored centrally, allowing department-wide access to grant-related data for individual grant programs or for specific applicants across a range of grant programs. Grant applicants utilize the system to complete and submit grant applications and reports. State program offices use MEGS to review and approve grant applications and reports.

Michigan Integrated Continuous Improvement Process (MICIP): Base software application provided to Districts and ISDs for improvement planning.

Michigan Student Data System (MSDS): The Michigan Student Data System (MSDS) is a collaborative effort between the Center for Educational Performance and Information (CEPI), the Michigan Department of Education (MDE), and local school districts. The MSDS is a repository that contains information regarding students receiving education in Michigan. Data collected in this system are vital to district success. The MSDS is one of several student-level data collection systems used for state and federal reporting and accountability, as well as for funding allocations. The MSDS interfaces with other Michigan data applications to reduce redundancy and improve tracking, consistency, and accountability.

Michigan Student Test of Educational Progress (MSTEP, formerly MME): Michigan Student Test of Educational Progress - state academic assessment program. Test data are used in calculation of Perkins Core Performance Indicators: 2S1 – Academic Achievement Reading/Language Arts, 2S2 – Academic Achievement Math, 2S3 – Academic Achievement Science.

New Programs: New CTE programs in a school or district that include current state-approved CIP programs developed to meet current and anticipated employment needs. Application for approval is required.

Office of Career and Technical Education (OCTE): The office within the state department of education responsible for administering state and federal funds for the operation and delivery of career and technical education programs in K–12 school districts, intermediate school districts, and career technical education area centers.

Operating Agency: See “District”

Operating Building: See “School”

Operational Support Center: An agency that manages the data collection, maintains liaison with the schools and centers to provide technical assistance, and edits and assembles the data for later analysis in the Department.

Perkins Grant Regions: Michigan is divided into 27 Perkins grant regions which approximately parallel to the 25 Michigan Works Agencies (MWAs) that were established to implement the federal Workforce Investment Act (WIA) programs and funding. Each of the 27 regions consist of one or more Career Education Planning Districts (CEPDs) and one or more fiscal agencies. Perkins Core Performance Indicators are compiled at the regional level, as well as other levels. Reports may also be required for monitoring purposes

Perkins IV: Refers to the Carl D. Perkins Career and Technical Education Improvement Act of 2006.

Perkins V: Refers to the Strengthening Career and Technical Education for the 21st Century Act.

Portable Credential: A credential is considered portable when it is recognized and accepted as verifying the qualifications of an individual in other settings - either in other geographic areas, at other educational institutions, or by other industries or employing companies.

Program Serial Number (PSN): A unique five-digit number assigned to a specific career and technical education program (CIP Code) that identifies the CEPD, district, and building in which a program is located. Identifies a particular CIP code within a particular building. Abbreviated PSN.

Region: See “Perkins Grant Regions”

Registry of Educational Personnel (REP): Designed to collect basic employment elements relating to school personnel, such as certification and degrees held, school and grade/subject assignment, length of service and salary. REP data are used for mandatory reporting to the U.S. Department of Education. It also serves as the backbone to other State of Michigan agency functions, such as educational personnel background check conducted by Michigan State Police and teacher certification auditing by the Michigan Department of Education.

School – School Building – formerly Operating Building: The building/facility in which an approved CTE program is physically located and course is taught.

School District: See “Local Education Agency”

Secondary CTE Students: Students in grades 9-12 who are enrolled in a state-approved career and technical education program.

Secondary School: A nonprofit institutional day or residential school including a public secondary charter school, that provides secondary education, as determined under state law, except that such term does

not include any education beyond grade 12 [Elementary and Secondary Education Act of 1965, sect. 9101].

Section: Course instruction provided with a specific program in a specific building, taught by a state approved CTE instructor at a specific time and on specific days during a specific semester/session. One program may have many courses. One course may have many sections.

Sending District: The district that sends the student to the CTE program.

Sending School – formerly Sending Building: The building that sends the student to the CTE program.

Special Populations: Separate reporting categories of students defined in Federal Carl D. Perkins V legislation. Includes individuals with disabilities, individuals from economically disadvantaged families, including low-income youth and adults, individuals preparing for non-traditional fields, single parents, including single pregnant women, out-of-workforce individuals, English learners, homeless individuals, individuals who are migrants, youth who are in, or have aged out of the foster care system and youth with a parent who is a member of the armed forces and is on active duty.

Stackable Credential: A credential is considered stackable when it is part of a sequence of credentials that can be accumulated over time to build up an individual's qualifications and help them to move along a career pathway or up a career ladder to different and potentially higher-paying jobs. For example, one can stack a high school diploma, an associate degree, and then typically obtain two more years of appropriate postsecondary education to obtain a bachelor's degree. An individual can also stack an interim career/work readiness or pre-apprenticeship certificate, then complete an apprenticeship, and later earn a degree or advanced certification.

State Aid (State School Aid): The funds annually appropriated by the state legislature for use in funding public education.

State Rank List: A ranking of CTE programs in Michigan used in determining priority for the dissemination of State Aid, Section 61a(1) funds.

State School Aid Act - Section 61a(1) Funds: Section 61a(1) funds are appropriated by the state legislature as categorical State Aid (Section 61a(1) of the state School Aid Act) in support of secondary career and technical education programs. These funds are allocated to school districts and area centers for the purpose of reimbursing the extra cost of these programs above the cost of non-vocational programs.

State School Aid Act - Section 61b Funds: State School Aid line item – 61b Funds (Section 61b). State funds for CTE Early Middle College programs and CTE Dual Enrollment programs.

Student Follow-Up Survey: An annual study in the Fall of each year. It surveys the job and advanced educational status of former students who left their schools the previous school year and who had

achieved concentrator status in Michigan state approved CTE programs. Schools and centers that enrolled the former students in CTE programs collect the data by mail or telephone or online survey or all of them.

Survey Findings: A computer-printed output document (CTEIS Report T1608) which presents all survey findings specific to the state, each CEPD, each region, and each local district or center with CTE programs.

Technical Review, Assistance and Compliance (TRAC): Technical assistance and monitoring and compliance system for continual improvement of state-approved Career and Technical Education Programs.

Trade Academy: A trade academy is taught in an established area center, as a public-school academy (charter school), or as a school-within-a-school that offers academic programs organized around broad career themes to students.

Unique Identifier Code (UIC): Used by state educational data systems to uniquely identify individual students.

2. BACKGROUND

The federal Carl D. Perkins Career and Technical Education Act of 2006, which was amended by the Strengthening Career and Technical Education for the 21st Century Act in 2018 requires collection and reporting of financial, enrollment, completion, student and outcomes data from agencies receiving funds under the act. In addition, Section 61a(1) and 61b of the State Aid Act directs the Office of Career and Technical Education (OCTE) to establish and manage a process to provide funding to local and intermediate school districts to defray some cost required to operate high-quality, state-approved career and technical education programs.

Federal and state mandates include specific timelines requiring data collection, processing and reporting for approximately 230,000 secondary students enrolled in approximately 2,000 Career and Technical Education (CTE) programs in over 430 local districts, career and technical education centers and trade academies statewide. The data is coordinated from other systems to reduce the data collection burden on districts and uses unique definitions and performs data calculations for reporting purposes.

In order to meet the requirements of the legislation, a web-based system was developed for education agencies to enter CTE student data, programs, course sections, facilities and instructional staff. The system currently contains approximately 2.2 million records with the CTEIS student population increasing by approximately 500,000 students each year. The records contain Personally Identifiable Information ("PII") data which includes but is not limited to student last name, first name, middle initial, unique identifier codes, data of birth, gender, student address, ethnicity, race, and special population categories. Modifications to the data, system and reporting become necessary to address Perkins IV and V legislation, OCTE data needs, requests of local education agency users, audit findings or changes in the funding formula for the State School Aid Act, Section 61a(1). In addition, an annual follow-up

survey is conducted to gather required information about enrollment, student performance, graduation and job and advanced educational placement for former enrollees in CTE instructional programs.

3. PURPOSE

The purpose of this contract is to determine a contractor to perform maintenance and operations, provide technical assistance, support and reporting for existing CTEIS web applications, training and follow-up survey as required by the federal Carl D. Perkins Act.

Specific business goals to achieve: Maintenance, support, hosting, technical assistance for the CTEIS applications, technical assistance and training for CTE, the data collection and reporting process.

Known business processes, programs or functions impacted: CTEIS Web Sites, CTE Annual Follow-Up Survey, Training and Documentation support for CTE Programs.

Necessary workflows and/or business processes to be created: Maintenance and or changes based on legislative changes.

Known business or IT projects impacted:

- This project interfaces with these systems:
 - CEPI MSDS
 - CEPI REP
 - CEPI GAD
 - CEPI EEM
 - Local Student Information Systems
 - MDE MEIS
 - MDE MICIP

Federal, state or other regulations that impact the system:

- Federal Carl Perkins (V) Legislation
- Michigan State School Aid Act, PA 94 of 1979
- Federal Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g; 34 CFR Part 99

4. CONTRACT TERM

The contract overall term is expected to be 1 base year, with 9 one-year options with a begin date of 6/9/2020 to 6/8/2021.

Contractor Name: Professional Technical Development

3001 Coolidge, Suite 403

East Lansing, Michigan 48823

Contact person: Dr. Douglas Wiesner

5. SPECIFIC STANDARDS

IT Policies, Standards and Procedures (PSP)

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this contract must comply with all applicable State IT policies and standards. Contractor is

required to review all applicable links provided below and state compliance in their response.

Public IT Policies, Standards and Procedures (PSP):

https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html

Note: Not all applicable PSP's are available publicly. Controlled PSP's applicable to the RFP are available after signing and returning to the State the required Nondisclosure Agreement (NDA) agreement.

Secure Application Development Life Cycle (SADLC)

Contractor is required to meet the States Secure Application Development Life Cycle requirements that include:

Application Scanning

Contractor is required to grant the right to the State to scan either the application code or a deployed version of the solution; or in lieu of the State performing a scan, Contractor will provide the State a vulnerabilities assessment after Contractor has used a State approved application scanning tool. These scans must be completed and provided to the State on a regular basis or at least for each major release.

For Contractor owned applications, Contractor, at its sole expense, must provide resources to complete the scanning and to complete the analysis, remediation and validation of vulnerabilities identified by the scan as required by the State Secure Web Application Standards.

Application scanning and remediation must include the following types of scans and activities

- Dynamic Application Security Testing (DAST) - Scanning interactive application for vulnerabilities, analysis, remediation and validation (May include IAST)
- Static Application Security Testing (SAST) - Scanning source code for vulnerabilities, analysis, remediation and validation

Infrastructure Scanning

A Contractor providing Hosted Services must scan the infrastructure using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least once every 30 days and provide the scan's assessment to the State in a format that can be uploaded by the State and used to track the remediation. Remediation time frame requirements are documented in SOM PSP's.

Acceptable Use Policy

To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf. 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.

Look and Feel Standard

All software items provided by the Contractor must adhere to the State of Michigan Application/Site Standards which can be found at www.michigan.gov/standards.

Mobile Responsiveness ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites and software applications. All websites, applications, software, and associated content and documentation provided by the Contractor as part of the Solution must comply with Level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed Product Accessibility Template (PAT) for the Solution. If the Solution is comprised of multiple products, a PAT must be provided for each product. In addition to PATs, Contractors may include a verification of conformance certified by an industry-recognized third-party. If the Contractor is including any third-party products in the Solution, Contractor must obtain and provide the third-party PATs as well.

Each PAT must state exactly how the product meets the specifications. All "Not Applicable" (N/A) responses must be fully explained. Contractor must address each standard individually and with specificity; and clarify whether conformance is achieved throughout the entire product (for example - user functionality, administrator functionality, and reporting), or only in limited areas. A description of the evaluation methods used to support WCAG 2.0 Level AA conformance claims, including, if applicable, any third-party testing, must be provided. For each product that does not fully conform to WCAG 2.0 Level AA, Contractor must provide detailed information regarding the plans to achieve conformance, including timelines.

Contractor acknowledges their agreement with this section and provide details for how they will meet the requirements.

6. USER TYPE AND CAPACITY

Type of User	Access Type	Number of Users	Number of Concurrent Users
State Employees	Write Access	20	5
Trusted Third Parties	Write Access	1,000	20
Public Citizens	Read Only	2,000	2

Contractor can meet the expected number of concurrent Users.

Contractor has provided details regarding latency response time for (i.e., Generate Page Load, standardized reporting, ad hoc reporting). The Contractor did identify what network connectivity or equipment will the State be required to have to meet the expected latency response time?

7. ACCESS CONTROL AND AUDIT

The Contractor's solution must integrate with the State's IT Identity and Access Management (IAM) environment as described in the State of Michigan Digital Strategy (http://www.michigan.gov/dtmb/0,5552,7-150-56345_56351_69611-336646--,00.html), which consist of:

1. MILogin/Michigan Identity, Credential, and Access Management (MICAM)
 - a. An enterprise single sign-on and identity management solution based on IBM's Identity and Access Management products including, IBM Security Identity Manager (ISIM), IBM Security Access Manager for Web (ISAM), IBM Tivoli Federated Identity Manager (TFIM), IBM Security Access Manager for Mobile (ISAMM), and IBM DataPower, which enables

the State to establish, manage, and authenticate user identities for the State's Information Technology (IT) systems.

2. MILogin Identity Federation
 - a. Allows federated single sign-on (SSO) for business partners, as well as citizen-based applications.
3. MILogin Multi Factor Authentication (MFA, based on system data classification requirements)
 - a. Required for those applications where data classification is Confidential and Restricted as defined by the 1340.00 Michigan Information Technology Information Security standard (i.e. the proposed solution must comply with PHI, PCI, CJIS, IRS, and other standards).
4. MILogin Identity Proofing Services (based on system data classification requirements)
 - a. A system that verifies individual's identities before the State allows access to its IT system. This service is based on "life history" or transaction information aggregated from public and proprietary data sources. A leading credit bureau provides this service.

To integrate with the SOM MILogin solution, the Contractor's solution must support HTTP Headers based SSO, or SAML, or OAuth or OpenID interfaces for the SSO purposes.

Requirements to comply with the policy are provided in Exhibit A **DATA RETENTION**. Contractor must review and explain how the Contractor will meet the data retention requirements detailed in the Data Retention Policy provided by the State.

8. SECURITY

Contractor has reviewed the Data Security requirements set forth in Schedule D – Data Security Requirements to the Solution Terms and Conditions. Contractor must note any exceptions to the security requirements by redlining Schedule D – Data Security Requirements.

The Solution stores sensitive data.

Exhibit A states that the current Solution will be reviewed by DTMB for compliance to this policy. Based on the results of that review changes may be required to comply with this policy.

Contractor must describe how it will comply with the following and provide supporting evidence as part of their proposal:

- Must remain compliant with the Family Educational Rights and Privacy Act (FERPA) Policies.
- Must provide a GovCloud solution that is hosted in a FedRAMP authorized computing environment.
- Must encrypt State Data in transit and at rest using AES with 128 bit or higher keys and FIPS validated encryption modules.
- Must encrypt State Data in transit and at rest using currently validated encryption modules in accordance with FIPS PUB 140-2 (as amended), *Security Requirements for Cryptographic Modules*.
- Must have FIPS/NIST compliant multi-factor authentication for privileged/administrative and other identified access. The use of restricted methods method such as SMS text with passcode, phone call with temporary passcode or some other approved multi-factor methods may be appropriate based on data classification and level of access.

- Must remain compliant with FISMA and the NIST Special Publication 800.53 (most recent version) MOD controls using minimum control values as established in the applicable SOM PSP's.

9. END-USER OPERATING ENVIRONMENT

Contractor must accommodate the latest browser versions (including mobile browsers) as well as some pre-existing browsers. To ensure that users with older browsers are still able to access online services, applications must, at a minimum, display and function correctly in standards-compliant browsers and the state standard browser without the use of special plugins or extensions. The rules used to base the minimum browser requirements include:

- Over 2% of site traffic, measured using Sessions or Visitors (or)
- The current browser identified and approved as the State of Michigan standard

This information can be found at www.michigan.gov/browserstats. Please use the most recent calendar quarter to determine browser statistics. For those browsers with over 2% of site traffic, except Internet Explorer which requires support for at minimum version 11, the current browser version as well as the previous two major versions must be supported.

Contractor must support the current and future State standard environment at no additional cost to the State.

Contractor must:

- Describe any State system access requirements that are necessary for the Contractor to perform its obligations on a timely basis, including but not limited to, physical or remote access to State networks, servers, or individual workstations.
- Describe if it can comply with the current environment and how it intends to comply with any future changes to the user environment. And if not, describe what end user operating environment its solution supports.
- Describe if it can support the original environment throughout the term of the contract.
- Describe how it communicates changes to its roadmaps.
- Identify any plug-ins necessary for the proposed solution to meet the system requirements of this request.
- Describe how customers collaborate with your organization in the decision-making process for upgrades, maintenance, and change control.

10. SOFTWARE

Contractor must provide a detailed description of the Solution to be provided under the resulting Contract including, but not limited to, a detailed description of the proposed Software (name, type, version, release number, etc.), its functionality, optional add-on modules, Contractor's services and the Solution ability to be rapidly configured or scaled as the State's business or technical demands change. If Contractor is using any open source or third-party products in connection with the proposed Solution the Contractor must identify these separately in its proposal (including identifying any associated cost in **Exhibit C - Pricing**).

For third-party products that are being proposed as part of the overall Solution, Contractor must include any end-user license agreements that will be required to access and use such products.

Contractor must include any end-user license agreements that will be required by the State to access the Solution as **Schedule G**.

11. SOLUTION REQUIREMENTS

Contractor must explain the proposed approach to validate each requirement to ensure that the Solution meets the specifications set forth in this RFP.

Contractor must detail any configuration changes that will be made to the Solution in order to meet the specifications set forth.

Configuration is referred to as a change to the Solution that must be completed by the awarded Contractor prior to Go-Live but allows an IT or non-IT end user to maintain or modify thereafter (i.e. no source code or structural data model modifications occurring).

All configuration changes made during the term of the awarded contract must be forward-compatible with future releases and be fully supported by the awarded Contractor without additional costs.

Contractor shall understand that customizations (i.e. changes made to the underlying source code of the Solution) may not be considered and may impact the evaluation of the Contractor's proposal.

12. INTEGRATION

Integrations are provided in Exhibit A. The State may need integration services in the future.

13. MIGRATION

Migration Requirements are provided in Exhibit A. The State may need additional migration services in the future.

14. TESTING SERVICES AND ACCEPTANCE

Contractor must follow **Section 4, Service Preparation, Testing and Acceptance**, of the **Solution Contract Terms**.

15. TRAINING SERVICES

Training Requirements are provided in Exhibit A.

The Contractor must provide administration and end-user training for implementation, go-live support, and transition to customer self-sufficiency.

Contractor must provide details on, and examples of, clearly written instructions and documentation to enable State administrators and end-users to successfully operate the Solution without needing to bring in additional Contractor support.

16. HOSTING

Contractor must review/follow the State's standard Service Level Agreement (SLA) attached as **Schedule E** to the **Solution Terms and Conditions**.

Contractor must maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 48 hours, and a Recovery Time Objective (RTO) of 48 hours.

17. SUPPORT AND OPERATIONS

Contractor must review/follow the State's standard Service Level Agreement (SLA) attached as Schedule B to the Solution Terms and Conditions. Contractor must note any exceptions to the SLA by redlining Schedule B – Service Level Agreement.

Support Hours

The State requires the Contractor to provide Support Hours as 8 a.m. to 5 p.m. Eastern, Monday thru Friday.

18. DOCUMENTATION

Contractor must provide all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software.

Contractor must develop and submit for State approval complete, accurate, and timely Solution documentation to support all users, and will update any discrepancies, or errors through the life of the contract.

The Contractor's user documentation must provide detailed information about all software features and functionality, enabling the State to resolve common questions and issues prior to initiating formal support requests.

19. TRANSITION SERVICES

Upon termination or expiration of the agreement, 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 agreement to continue without interruption or adverse effect, and to facilitate the orderly transfer of the services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the services at the established rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return (in a format specified by the State) to the State all data stored in the solution; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

Contractor must provide a detailed transition-in and transition-out plan, including any roles or responsibilities expected of the State. The plan must adequately demonstrate the steps to migrate between Contractor's solution and internal or third-party solutions.

20. PRODUCTS AND SERVICES

Contractor must describe additional Solution functionality, products or services that the State specifications do not address but are necessary to implement and support this solution.

21. CONTRACTOR KEY PERSONNEL

Contractor must identify all Contractor resources and responsibilities required for the successful implementation and ongoing support of the Solution.

The following indicates the recommended roles required to support this project.

- Vendors' bid response should have projected hours for the year, and pay rates
- Vendor may add/remove Roles recommended for project support
- Vendor may add different pay rates (for example, Junior/Senior, Level 1, 2, etc. to indicate varied levels of experience)

Role	Annual Hours	Hourly Rate
Project Manager		
Business Analyst		
Programmer Analyst		
Software Quality Assurance Analyst		
IT Trainer		
Technical Support		
Technical Writer		
Graphic Designer		
Help Desk		
Survey Specialist		

22. CONTRACTOR PERSONNEL REQUIREMENTS

The Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

23. STATE RESOURCES/RESPONSIBILITIES

The State will provide the following resources as part of the implementation and ongoing support of the Solution.

State Contract Administrator. The State Contract Administrator is the individual appointed by the State to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

State Project Manager. The State Project Manager will serve as the primary contact with regard to implementation Services who will have the authority to act on behalf of the State in approving Deliverables, and day to day activities.

Agency Business Owner. The Agency Business Owner will serve as the primary contact for the business area with regard to business advisement who will have the authority to act on behalf of the State in matters pertaining to the business Specifications.

State Technical Lead. The State Technical Lead will serve as the primary contact with regard to technical advisement.

Contractor must identify all State resources and responsibilities required for the successful implementation and ongoing support of the Solution.

24. MEETINGS

The resulting awarded Contractor must attend the following meetings at no additional cost to the State.

At start of the engagement, the Contractor Project Manager must facilitate a project kick off meeting with the support from the State's Project Manager and the identified State resources to review the approach to accomplishing the project, schedule tasks and identify related timing, and identify any risks or issues related to the planned approach. From project kick-off until final acceptance and go-live, Contractor Project Manager must facilitate weekly meetings (or more if determined necessary by the parties) to provide updates on implementation progress. Following go-live, Contractor must facilitate monthly status meetings (or more or less if determined necessary by the parties) to ensure ongoing support success.

If Contractor has an alternative planned approach for project meetings, provide details, including purpose, roles and responsibilities, and proposed frequency.

25. PROJECT REPORTS

Once the Project Kick-Off meeting has occurred, the Contractor Project Manager will monitor project implementation progress and report on a weekly basis to the State's Project Manager the following:

- Progress to complete milestones, comparing forecasted completion dates to planned and actual completion dates
- Accomplishments during the reporting period
- Tasks planned for the next reporting period
- Identify any existing issues which are impacting the project and the steps being taken to address those issues
- Identify any new risks and describe progress in mitigating high impact/high probability risks previously identified

Contractor must describe specific reports the Contractor will provide after contract execution and during the lifecycle of the contract, including all required scheduled reporting and details around the how and when metrics captured/validated.

26. MILESTONES AND DELIVERABLES

The State's proposed milestone schedule and associated deliverables are set forth below.

Milestone Event	Associated Milestone Deliverable(s)	Schedule
Project Planning	Project Kickoff	Contract Execution + 10 days
Requirements and Design Validation	Validation sessions, Final Requirement Validation Document, Final Design	Execution + 60 days

	Document, Final Implementation Document	
Configuration of software	Final Solution and Testing Document	Execution + 90 days
Testing and Acceptance	Final Test Results Report, Final Training Documentation, Final Acceptance	Execution+120 days
Production Support Services	Ongoing after Final Acceptance.	Ongoing

Contractor may propose alternative timeframes and deliverables, but Contractor must provide an explanation as to why the State's schedule and associated deliverables is not feasible.

Contractor must provide a Work Breakdown Structure (WBS) that corresponds with the milestone dates set forth above (or with Contractor's alternatively proposed schedule). The WBS must be detailed enough to identify all State and Contractor responsibilities.

The Contractor Project Manager will be responsible for maintaining an MS Project schedule (or approved alternative) identifying tasks, durations, forecasted dates and resources – both Contractor and State - required to meet the timeframes as agreed to by both parties.

Changes to scope, schedule or cost must be addressed through a formal change request process with the State and the Contractor to ensure understanding, agreement and approval of authorized parties to the change and clearly identify the impact to the overall project.

SUITE Documentation

In managing its obligation to meet the above milestones and deliverables, the Contractor is required to utilize the applicable [State Unified Information Technology Environment \(SUITE\)](#) methodologies, or an equivalent methodology proposed by the Contractor.

SUITE's primary goal is the delivery of on-time, on-budget, quality systems that meet customer expectations. SUITE is based on industry best practices, including those identified in the Project Management Institute's PMBoK and the Capability Maturity Model Integration for Development. It was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management. It offers guidance for efficient, effective improvement across multiple process disciplines in the organization, improvements to best practices incorporated from earlier models, and a common, integrated vision of improvement for all project and system related elements.

While applying the SUITE framework through its methodologies is required, SUITE was not designed to add layers of complexity to project execution. There should be no additional costs from the Contractor, since it is expected that they are already following industry best practices which are at least similar to those that form SUITE's foundation.

SUITE's companion templates are used to document project progress or deliverables. In some cases, Contractor may have in place their own set of templates for similar use. Because SUITE can be tailored to fit specific projects, project teams and State project managers may decide to use

the Contractor's provided templates, as long as they demonstrate fulfillment of the SUITE methodologies.

The Contractor is required to review <http://www.michigan.gov/suite> and demonstrate how each PMM/SEM requirement will be met. Contractor's wishing to use their own documents must submit an example of the document that will be substituted. If the Contractor deems a document to be non-applicable, please provide reasons for the determination. The State reserves the right to give final approval of substituted documents and items marked as non-applicable.

27. PRICING

Contractor has provided in **Exhibit C - Pricing** a detailed description of all costs associated with implementing, maintaining and supporting the Solution, including all requested services.

If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's Contract Administrator with the reduced prices within fifteen (15) Business Days of the reduction taking effect.

Travel and Expenses

The State does not pay for overtime or travel expenses.

28. ADDITIONAL INFORMATION

The State reserves the right to purchase any additional services or products from the Contractor during the duration of the Contract.

Contractor and its proposed subcontractors must be aware that any Permitted Subcontractors may also have to sign an agreement with the State.



STATE OF MICHIGAN

CONTRACT TERMS

This CUSTOM SOFTWARE CONTRACT (this “**Contract**”) is agreed to between the State of Michigan (the “**State**”) and [Insert Company Name] (“**Contractor**”), a [Insert State & Entity Status, e.g., a Michigan corporation or a Texas limited liability company]. This Contract is effective on [Month, Day, Year] (“**Effective Date**”), and unless earlier terminated, will expire on [Month, Day, Year] (the “**Term**”).

This Contract may be renewed for up to [Insert # of Renewal Options] additional [Insert # of Years Per Renewal Option] year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.

The parties agree as follows:

1. Definitions. For purposes of this Contract, the following terms have the following meanings:

“**Acceptance**” has the meaning set forth in **Section 10.5**.

“**Acceptance Tests**” means such tests as may be conducted in accordance with **Section 10** and the Statement of Work to determine whether any Software Deliverable meets the requirements of this Contract and the Specifications and Documentation.

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by or is under common control of Contractor. The term “control” means the possession of the power to direct or cause the direction of the management and the policies of an entity, whether through the ownership of a majority of the outstanding voting rights or by contract or otherwise.

“**Aggregate Software**” means the Software, as a whole, to be developed or otherwise provided under the Statement of Work. For avoidance of doubt, if the Statement of Work provides for a single Software Deliverable, such Software Deliverable also constitutes Aggregate Software.

“**Allegedly Infringing Materials**” has the meaning set forth in **Section 19.3(b)(ii)**.

“**API**” means all Application Programming Interfaces and associated API Documentation provided by Contractor, and as updated from time to time, to allow the Software to integrate with various State and Third Party Software.

“**Approved Open-Source Components**” means Open-Source Components that the State has approved to be included in or used in connection with any Software developed or provided under this Contract, and are specifically identified in the Statement of Work.

“Approved Third-Party Materials” means Third-Party Materials that the State has approved to be included in or for use in connection with any Software developed or provided under this Contract, and are specifically identified in the Statement of Work.

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

“Background Technology” means all Software, data, know-how, ideas, methodologies, specifications, and other technology in which Contractor owns such Intellectual Property Rights as are necessary for Contractor to grant the rights and licenses set forth in **Section 15.1**, and for the State (including its licensees, successors and assigns) to exercise such rights and licenses, without violating any right of any Third Party or any Law or incurring any payment obligation to any Third Party. Background Technology must: (a) be identified as Background Technology in the Statement of Work; and (b) have been developed or otherwise acquired by Contractor prior to the date of the RFP.

“Business Day” means a day other than a Saturday, Sunday or other day on which the State is authorized or required by Law to be closed for business.

“Business Owner” is the individual appointed by the end-user agency procuring the software to (a) act as such agency’s representative in all matters relating to the Contract, and (b) co-sign off on the State’s notice of Acceptance for all Software Deliverables and Aggregate Software. The Business Owner will be identified in the Statement of Work.

“Business Requirements Specification” means the specification setting forth the State’s business requirements regarding the features and functionality of the Software, as set forth in the Statement of Work.

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

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

“Change Proposal” has the meaning set forth in **Section 2.2(a)**.

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

“Confidential Information” has the meaning set forth in **Section 23.1**.

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

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

“Contractor” has the meaning set forth in the preamble and is an authorized representative of the State pursuant to FERPA.

“Contractor’s Bid Response” means the Contractor’s proposal submitted in response to the RFP.

“Contractor Personnel” means all employees of Contractor or any Permitted Subcontractors involved in the performance of Services or providing Work Product under this Contract and each is an authorized representative of the State pursuant to FERPA.

“CTEIS Materials” means the Career and Technical Education Information System (“**CTEIS**”), which includes, but is not limited to, all source code, object code, documentation, specifications, flowcharts, scripts, routines, databases, training materials, documents, data, know-how, ideas, methodologies, and all other related materials, in any form or media, that comprise the CTEIS.

“Deliverables” means all Software Deliverables and all other documents, Work Product, and other materials that Contractor is required to or otherwise does provide to the State under this Contract and otherwise in connection with any Services, including all items specifically identified or defined as Deliverables in the Statement of Work.

“Derivative Work” means any modification, addition, upgrade, update, or improvement of the Software and any other work constituting a derivative work under the United States Copyright Act, 17 U.S.C. Section 101, *et seq.*

“Dispute Resolution Procedure” means the procedure for resolving disputes under this Contract as set forth in **Section 28**.

“Documentation” means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents and materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support and technical and other components, features and requirements of any Software.

“DTMB” means the Michigan Department of Technology, Management and Budget.

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

“Fees” has the meaning set forth in **Section 12.1**

“FERPA” means the Federal Education Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, including 34 C.F.R. part 99, and any other applicable rules and regulations.

“Financial Audit Period” has the meaning set forth in **Section 26.1**.

“Force Majeure” has the meaning set forth in **Section 29.7**.

“Harmful Code” means any: (a) virus, trojan horse, worm, backdoor or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any Person, or otherwise prevent, restrict or impede the State's or any Authorized User's use of such software.

“Implementation Plan” means the schedule included in the Statement of Work setting forth the sequence of events for the performance of Services under the Statement of Work, including the Milestones and Milestone Dates.

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

“Intended Users” means the users that are intended to use Software or particular features or functions of the Software, as described in the Specifications for such Software.

“Key Personnel” means any Contractor Personnel identified as key personnel in the Statement of Work.

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

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

“Maintenance and Support Schedule” means the schedule attached as **Schedule B**, setting forth the Support Services, the Support Fees, and the parties' additional rights and obligations with respect to such services.

“Milestone” means an event or task described in the Implementation Plan under the Statement of Work that must be completed by the corresponding Milestone Date.

“Milestone Date” means the date by which a particular Milestone must be completed as set forth in the Implementation Plan under the Statement of Work.

“Non-Conformity” or **“Non-Conformities”** means any failure of any: (a) Software or Documentation to conform to the requirements of this Contract (including the Statement of Work) or (b) Software to conform to the requirements of this Contract or the Specifications or Documentation.

“Object Code” means computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and useable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

“Open-Source Components” means any software component that is subject to any open-source copyright license contract, including any GNU General Public License or GNU Library or Lesser Public License, or other license contract that substantially conforms to the Open Source Initiative's definition of “open source” or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

“Open-Source License” has the meaning set forth in **Section 3.3**.

“Operating Environment” means, collectively, the State platform and environment on, in, or under which Software is intended to be installed and operate, as set forth in the Statement of Work, including such structural, functional and other features, conditions and components as hardware, operating software and system architecture and configuration.

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

“Permitted Subcontractor” has the meaning set forth in **Section 5.4**.

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

“Pricing” means any and all fees, rates and prices payable under this Contract, including pursuant to any Schedule or Exhibit hereto.

“Pricing Schedule” means the schedule attached as **Schedule C**, setting forth the fees, rates and prices payable under this Contract.

“Project Manager” is the individual appointed by each party to (a) monitor and coordinate the day-to-day activities of this Contract, and (b) in the case of the State, co-sign off on its notice of Acceptance for all Software Deliverables and Aggregate Software. Each party’s Project Manager will be identified in the Statement of Work.

“Representatives” means a party's employees, officers, directors, partners, shareholders, agents, attorneys, successors and Permitted Subcontractors.

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

“Service Level Agreement” means, if applicable, the service level agreement attached as **Schedule E** to this Contract, setting forth Contractor’s obligations with respect to the hosting, management and operation of the Software.

“Services” means any of the services Contractor is required to or otherwise does provide under this Contract, the Statement of Work, the Maintenance and Support Schedule (if applicable), or the Service Level Agreement (if applicable).

“Site” means the physical location designated by the State in, or in accordance with, this Contract or the Statement of Work for delivery and installation of any Software.

“Software” means the computer program(s), including programming tools, scripts and routines, the Contractor is required to or otherwise does develop or otherwise provide under this Contract, as described more fully in the Statement of Work, including all updates, upgrades, new versions, new releases, enhancements, improvements, and other modifications made or provided under the Support Services. As context dictates, Software may refer to one or more Software Deliverables or Aggregate Software.

“Software Deliverable” means any Software, together with its Documentation, required to be delivered as set forth in the Statement of Work.

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

“Specifications” means, for any Software, the specifications collectively set forth in the Business Requirements Specification and Technical Specification, together with any other specifications set forth in the Statement of Work or any attachment thereto.

“State” means the State of Michigan.

“State Data” has the meaning set forth in **Section 22.1**.

“State Materials” means all materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, the CTEIS Materials, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract, whether or not the same: (a) are owned by the State, a Third Party or in the public domain; or (b) qualify for or are protected by any Intellectual Property Rights.

“State Resources” has the meaning set forth in **Section 7.1**.

“Statement of Work” means any statement of work entered into by the parties and attached as a schedule to this Contract. The initial Statement of Work is attached as **Schedule A**.

“Stop Work Order” has the meaning set forth in **Section 17**.

“Support Fees” means the fees, if any, payable by the State for the Support Services as required under the Maintenance and Support Schedule (if applicable) or the Service Level Agreement (if applicable).

“Support Commencement Date” means, with respect to any Software, the date on which the Warranty Period for such Software expires or such other date as may be set forth in the Maintenance and Support Schedule, the Service Level Agreement, or the Statement of Work.

“Support Services” means the software maintenance and support services Contractor is required to or otherwise does provide to the State under the Maintenance and Support Schedule (if applicable) or the Service Level Agreement (if applicable).

“Technical Specification” means, with respect to any Software, the document setting forth the technical specifications for such Software and included in the Statement of Work.

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

“Testing Period” has the meaning set forth in **Section 10.1**.

“Third Party” means any Person other than the State or Contractor.

“Third-Party Materials” means any materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content, and technology, in any form or media, in which any Person other than the State or Contractor owns any Intellectual Property Right, but excluding Open-Source Components.

“Transition Period” has the meaning set forth in **Section 16.3**.

“Transition Responsibilities” has the meaning set forth in **Section 16.3**.

“Unauthorized Removal” has the meaning set forth in **Section 5.3(b)**.

“Unauthorized Removal Credit” has the meaning set forth in **Section 5.3(c)**.

“User Data” means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, processed, generated or output by any device, system or network by or on behalf of the State, including any and all works, inventions, data, analyses and other information and materials resulting from any use of the Software by or on behalf of the State under this Contract, except that User Data does not include the Software or data, information or content, including any GUI, audio, visual or digital or other display or output, that is generated automatically upon executing the Software without additional user input.

“Warranty Period” means, for any Software, unless otherwise specified in the Statement of Work, the ninety (90) calendar-day period commencing (a) in the case of Aggregate Software, upon the State’s Acceptance; and (b) in the case of any updates, upgrades, new versions, new releases, enhancements and other modifications to previously-Accepted Aggregate Software, upon the State’s receipt of such modification.

“WCAG 2.0 Level AA” means level AA of the World Wide Web Consortium Web Content Accessibility Guidelines version 2.0.

“Work Product” means all Software, API, Documentation, Specifications, and other documents, work product and related materials, that Contractor is required to, or otherwise does, provide to the State under this Contract, together with all ideas, concepts, processes, and methodologies developed in connection with this Contract whether or not embodied in this Contract.

2. Statement of Work. Contractor shall provide Services and Deliverables pursuant to the Statement of Work. The terms and conditions of this Contract will apply at all times to the Statement of Work. The State shall have the right to terminate the Statement of Work as set forth in **Section 16**. Contractor acknowledges that time is of the essence with respect to Contractor’s obligations under the Statement of Work and agrees that prompt and timely performance of all such obligations in accordance with this Contract and the Statement of Work (including the Implementation Plan and all Milestone Dates) is strictly required.

2.1 Statement of Work Requirements. The Statement of Work will include the following:

(a) names and contact information for Contractor’s Contract Administrator, Project Manager and Key Personnel;

- (b) names and contact information for the State's Contract Administrator, Project Manager and Business Owner;
- (c) a detailed description of the Services to be provided under this Contract, including any training or other obligations of Contractor;
- (d) a detailed description of the Software and other Work Product to be developed or otherwise provided under this Contract, including the:
 - (i) version and release number;
 - (ii) Business Requirements Specification;
 - (iii) Technical Specification; and
 - (iv) a description of the Documentation to be provided;
- (e) an Implementation Plan, including all Milestones, the corresponding Milestone Dates and the parties' respective responsibilities under the Implementation Plan;
- (f) the due dates for payment of Fees and any invoicing requirements, including any Milestones on which any such Fees are conditioned, and such other information as the parties deem necessary;
- (g) disclosure of all Background Technology, Approved Third-Party Materials, Approved Open-Source Components (each identified on a separate exhibit to the Statement of Work), and Permitted Subcontractors, in each case accompanied by such related documents as may be required by this Contract;
- (h) description of all liquidated damages associated with this Contract; and
- (i) a detailed description of all State Resources required to complete the Implementation Plan.

2.2 Change Control Process. The State may at any time request in writing (each, a "**Change Request**") changes to the Statement of Work, including changes to the Services, Work Product, Implementation Plan, or any Specifications (each, a "**Change**"). Upon the State's submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section 2.2**.

- (a) As soon as reasonably practicable, and in any case within twenty (20) Business Days following receipt of a Change Request, Contractor will provide the State with a written proposal for implementing the requested Change ("**Change Proposal**"), setting forth:
 - (i) a written description of the proposed Changes to any Services, Work Product, or Deliverables;
 - (ii) an amended Implementation Plan reflecting: (A) the schedule for commencing and completing any additional or modified Services, Work Product, or Deliverables; and (B) the effect of such Changes, if any, on completing any other Services or Work Product under the Statement of Work;

- (iii) any additional Third-Party Materials, Open-Source Components, and State Resources Contractor deems necessary to carry out such Changes; and
- (iv) any increase or decrease in Fees resulting from the proposed Changes, which increase or decrease will reflect only the increase or decrease in time and expenses Contractor requires to carry out the Change.

(b) Within thirty (30) Business Days following the State's receipt of a Change Proposal, the State will by written notice to Contractor, approve, reject, or propose modifications to such Change Proposal. If the State proposes modifications, Contractor must modify and re-deliver the Change Proposal reflecting such modifications, or notify the State of any disagreement, in which event the parties will negotiate in good faith to resolve their disagreement. Upon the State's approval of the Change Proposal or the parties' agreement on all proposed modifications, as the case may be, the parties will execute a written agreement to the Change Proposal ("**Change Notice**"), which Change Notice will be signed by the State's Contract Administrator and will constitute an amendment to the Statement of Work to which it relates; and

(c) If the parties fail to enter into a Change Notice within fifteen (15) Business Days following the State's response to a Change Proposal, the State may, in its discretion:

- (i) require Contractor to perform the Services under the Statement of Work without the Change;
- (ii) require Contractor to continue to negotiate a Change Notice;
- (iii) initiate a Dispute Resolution Procedure; or
- (iv) notwithstanding any provision to the contrary in the Statement of Work, terminate this Contract under **Section 16.2**.

(d) No Change will be effective until the parties have executed a Change Notice. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with the Statement of Work pending negotiation and execution of a Change Notice. Contractor will use its best efforts to limit any delays or Fee increases from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Each party is responsible for its own costs and expenses of preparing, evaluating, negotiating, and otherwise processing any Change Request, Change Proposal, and Change Notice.

(e) The performance of any functions, activities, tasks, obligations, roles and responsibilities comprising the Services as described in this Contract are considered part of the Services and, thus, will not be considered a Change. This includes the delivery of all Deliverables in accordance with their respective Specifications, and the diagnosis and correction of Non-Conformities discovered in Deliverables prior to their Acceptance by the State or, subsequent to their Acceptance by the State, as necessary for Contractor to fulfill its associated warranty requirements and its Support Services under this Contract.

(f) Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. However, the State will be under no obligation to approve or otherwise respond to a Change Request initiated by Contractor.

3. Software. Contractor will design, develop, create, test, deliver, install, configure, integrate, enhance, maintain, fix, customize and otherwise provide and make fully operational Software as described in the Statement of Work on a timely and professional basis in accordance with all terms, conditions, and Specifications set forth in this Contract and the Statement of Work.

3.1 Software Specifications. Contractor will ensure all Software complies with the Specifications. Contractor will provide all Software to the State in both Object Code and Source Code form.

3.2 Third-Party Materials.

(a) Contractor will not include in any Software, and operation of all Software in accordance with its Specifications and Documentation will not require, any Third-Party Materials, other than Approved Third-Party Materials, which must be specifically approved by the State and identified and described in the Statement of Work, and will be licensed to the State in accordance with **Section 15.3**.

(b) Contractor must secure, at its sole cost and expense, all necessary rights, licenses, consents, approvals, and authorizations necessary for the State to use, perpetually and throughout the universe, all Approved Third-Party Materials as incorporated in or otherwise used in conjunction with Software as specified in the Statement of Work or elsewhere in this Contract.

3.3 Open-Source Components. Contractor will not include in any Software, and operation of all Software in accordance with its Specifications and Documentation will not require the use of, any Open-Source Components, other than Approved Open-Source Components, which must be specifically approved by the State and identified and described in the Statement of Work, and for which the relevant open-source license(s) (each, an “**Open-Source License**”) are attached as exhibits to the Statement of Work. Contractor will provide the State with the Source Code for Approved Open-Source Components in accordance with the terms of the Open-Source License(s) at no cost to the State.

4. Documentation. Prior to or concurrently with the delivery of any Software, or by such earlier date as may be specified in the Implementation Plan for such Software, Contractor will provide the State with complete and accurate Documentation for such Software. Where the Statement of Work requires or permits delivery of Software in two or more phases, Contractor will also provide the State with integrated Documentation for the Aggregate Software upon its delivery.

4.1 Adequacy of Documentation. All Documentation must include all such information as may be reasonably necessary for the effective installation, testing, use, support, and maintenance of the applicable Software by the Intended User, including the effective configuration, integration, and systems administration of the Software and performance of all other functions set forth in the Specifications.

4.2 Documentation Specifications. Contractor will provide all Documentation in both hard copy and electronic form, in such formats and media as are set forth in the Statement of Work, or as the State may otherwise reasonably request in writing.

4.3 Third-Party Documentation. Other than Documentation for Approved Third-Party Materials and Approved Open-Source Components, no Documentation will consist of or include Third-Party Materials. To the extent Documentation consists of or includes Third-Party Materials, Contractor must secure, at its sole cost and expense, all

rights, licenses, consents, approvals and authorizations specified in **Section 15.3** with respect to Approved Third-Party Materials.

5. Performance of Services. Contractor will provide all Services and Work Product in a timely, professional and workmanlike manner and in accordance with the terms, conditions, and Specifications set forth in this Contract and the Statement of Work.

5.1 Contractor Personnel.

(a) 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.

(b) Prior to any Contractor Personnel performing any Services, Contractor will:

- (i) ensure that such Contractor Personnel have the legal right to work in the United States;
- (ii) 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 and Intellectual Property Rights provisions that grant the State rights in the Work Product consistent with the provisions of **Section 14.1** and, upon the State's request, provide the State with a copy of each such executed Contract; and
- (iii) upon request, or as otherwise specified in **the Statement of Work**, perform background checks on all Contractor Personnel 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 on Contractor Personnel. Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Permitted Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018.

(c) 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.

(d) 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.

5.2 Contractor's Project Manager. Throughout the Term of this Contract, Contractor must maintain a Contractor employee acceptable to the State to serve as Contractor's Project Manager, who will be considered Key Personnel of Contractor. Contractor's Project Manager will be identified in the Statement of Work.

(a) Contractor's Project Manager must:

- (i) have the requisite authority, and necessary skill, experience, and qualifications, to perform in such capacity;
- (ii) be responsible for overall management and supervision of Contractor's performance under this Contract; and
- (iii) be the State's primary point of contact for communications with respect to this Contract, including with respect to giving and receiving all day-to-day approvals and consents.

(b) Contractor's Project Manager must attend all regularly scheduled meetings as set forth in the Implementation Plan, and will otherwise be available as set forth in the Statement of Work.

(c) Contractor will maintain the same Project Manager throughout the Term of this Contract, unless:

- (i) the State requests in writing the removal of Contractor's Project Manager;
- (ii) the State consents in writing to any removal requested by Contractor in writing;
- (iii) Contractor's Project Manager ceases to be employed by Contractor, whether by resignation, involuntary termination or otherwise.

(d) Contractor will promptly replace its Project Manager on the occurrence of any event set forth in **Section 5.2(c)**. Such replacement will be subject to the State's prior written approval.

5.3 Contractor's Key Personnel.

(a) 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.

(b) 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 16.1**.

(c) 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 16.1**, Contractor will issue to the State the corresponding credits set forth below (each, an **"Unauthorized Removal Credit"**):

- (i) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$30,000 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.
- (ii) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$30,000 credit specified above, Contractor will credit the State \$1,000 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 \$30,000 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 \$60,000 per individual.

(d) Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection (c)** 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.

5.4 Subcontractors. Contractor will not, without the prior written approval of the State, which consent may be given or withheld in the State's sole discretion, engage any Third Party to perform Services (including to create any Work Product). The State's approval of any such Third Party (each approved Third Party, a **"Permitted Subcontractor"**) does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will:

(a) be responsible and liable for the acts and omissions of each such Permitted Subcontractor (including such Permitted Subcontractor's employees who, to the extent providing Services or creating Work Product, shall be deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor or its employees;

(b) name the State a third party beneficiary under Contractor's Contract with each Permitted Subcontractor with respect to the Services and Work Product;

(c) be responsible for all fees and expenses payable to, by or on behalf of each Permitted Subcontractor in connection with this Contract, 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; and

(d) prior to the provision of Services or creation of Work Product by any Permitted Subcontractor:

- (i) obtain from such Permitted Subcontractor confidentiality, work-for-hire and intellectual property rights assignment agreements, in form and substance acceptable by the State, giving the State rights consistent with those set forth in **Section 14.1** and **Section 22** and, upon request, provide the State with a fully-executed copy of each such contract; and
- (ii) with respect to all Permitted Subcontractor employees providing Services or Work Product, comply with its obligations under **Section 5.1(b)**; and

(e) notify the State of the location of the Permitted Subcontractor and indicate if it is located within the continental United States.

6. Data Privacy and Information Security.

6.1 Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all Contractor Personnel 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, standards, and procedures ("PSP"), of which the publicly available PSPs are located at: https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html.

6.2 Acceptable Use Policy. To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf. 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.

6.3 Security Accreditation Process. Contractor must assist the State, at no additional cost, with development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls. On an annual basis, after significant changes, or as otherwise required by the State, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames based on the risk level of the identified risk. For all findings associated with the Contractor's solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs

and perform related remediation activities. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk.

6.4 Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. During the providing of Services, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within forty-five (45) calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

6.5 Audit Findings. With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

6.6 State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or the Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section 6**.

6.7 Security Requirements for Externally Hosted Software. Contractor shall comply with the security requirements set forth in **Schedule D** to this Contract.

7. State Obligations.

7.1 State Resources and Access. The State is responsible for

(a) providing the State Materials and such other resources as may be specified in the Statement of Work (collectively, "**State Resources**").

7.2 State Project Manager. Throughout the Term of this Contract, the State will maintain a State employee to serve as the State's Project Manager under this Contract. The State's Project Manager will be identified in the Statement of Work.

8. Pre-Delivery Testing.

8.1 Testing By Contractor. Before delivering and installing any Software Deliverable, Contractor must:

(a) test the Software component of such Software Deliverable to confirm that it is fully operable, meets all applicable Specifications and will function in accordance with the Specifications and Documentation when properly installed in the Operating Environment;

(b) scan such Software Deliverable using industry standard scanning software and definitions to confirm it is free of Harmful Code;

(c) remedy any Non-Conformity or Harmful Code identified and retest and rescan the Software Deliverable;
and

(d) prepare, test and, as necessary, revise the Documentation component of the Software Deliverable to confirm it is complete and accurate and conforms to all requirements of this Contract.

8.2 State Participation. The State has the right to be present for all pre-installation testing. Contractor must give the State at least fifteen (15) calendar days' prior notice of all such testing.

9. Delivery and Installation.

9.1 Delivery. Contractor will deliver each Deliverable, and install all Software, on or prior to the applicable Milestone Date in accordance with the delivery criteria set forth in the Statement of Work. Contractor will deliver each Software Deliverable, including complete Documentation in compliance with **Section 4**, and the applicable Source Code. No Software Deliverable will be deemed to have been delivered or installed unless it complies with the preceding sentence.

9.2 Site Preparation. Contractor is responsible for ensuring the relevant Operating Environment is set up and in working order to allow Contractor to deliver and install the Software on or prior to the applicable Milestone Date. Contractor will provide the State with such notice as is specified in the Statement of Work, prior to delivery of the Software to give the State sufficient time to prepare for Contractor's delivery and installation of the Software.

10. Acceptance Testing; Acceptance.

10.1 Acceptance Testing.

(a) Unless otherwise specified in the Statement of Work, upon installation of each Software Deliverable, Acceptance Tests will be conducted as set forth in this **Section 10.1** to ensure the Software Deliverable, including all Software and Documentation, conforms to the requirements of this Contract, including the applicable Specifications and, in the case of the Software, the Documentation.

(b) All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in the Statement of Work for the Software Deliverable, commence on the Business Day following installation of such Software Deliverable and be conducted diligently for up to thirty (30) Business Days, or such other period as may be set forth in the Statement of Work (the "**Testing Period**"). Acceptance Tests will be conducted by the party responsible as set forth in the Statement of Work or, if the Statement of Work does not specify, the State, provided that:

- (i) for Acceptance Tests conducted by the State, if requested by the State, Contractor will make suitable Contractor Personnel available to observe or participate in such Acceptance Tests; and
- (ii) for Acceptance Tests conducted by Contractor, the State has the right to observe or participate in all or any part of such Acceptance Tests.

Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing.

(c) Upon delivery and installation of the Aggregate Software, including any API, under the Statement of Work, additional Acceptance Tests will be performed on the Aggregate Software as a whole to ensure full operability,

integration, and compatibility among all elements of the Aggregate Software (“**Integration Testing**”). Integration Testing is subject to all procedural and other terms and conditions set forth in **Section 10.1**, **Section 10.3**, and **Section 10.4**.

(d) The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor if the State discovers a material Non-Conformity in the tested Software Deliverable or part or feature of such Software Deliverable. In such event, Contractor will immediately, and in any case within ten (10) Business Days, correct such Non-Conformity, whereupon the Acceptance Tests and Testing Period will resume for the balance of the Testing Period.

10.2 Notices of Completion, Non-Conformities, and Acceptance. Within fifteen (15) Business Days following the completion of any Acceptance Tests, including any Integration Testing, the party responsible for conducting the tests will prepare and provide to the other party written notice of the completion of the tests. Such notice must include a report describing in reasonable detail the tests conducted and the results of such tests, including any uncorrected Non-Conformity in the tested Software Deliverables.

(a) If such notice is provided by either party and identifies any Non-Conformities, the parties’ rights, remedies, and obligations will be as set forth in **Section 10.3** and **Section 10.4**.

(b) If such notice is provided by the State, is signed by the State’s Business Owner and Project Manager, and identifies no Non-Conformities, such notice constitutes the State’s Acceptance of such Software Deliverable or Aggregate Software.

(c) If such notice is provided by Contractor and identifies no Non-Conformities, the State will have thirty (30) Business Days to use such Software Deliverable in the Operating Environment and determine, in the exercise of its sole discretion, whether it is satisfied that such Software Deliverable or Aggregate Software contains no Non-Conformities, on the completion of which the State will, as appropriate:

- (i) notify Contractor in writing of Non-Conformities the State has observed in the Software Deliverable or, in the case of Integration Testing, Aggregate Software, and of the State’s non-acceptance thereof, whereupon the parties’ rights, remedies and obligations will be as set forth in **Section 10.3** and **Section 10.4**; or
- (ii) provide Contractor with a written notice of its Acceptance of such Software Deliverable or Aggregate Software, which must be signed by the State’s Business Owner and Project Manager.

10.3 Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformities, Contractor, at Contractor’s sole cost and expense, will remedy all such Non-Conformities and re-deliver the Software Deliverables, in accordance with the requirements set forth in the Statement of Work. Redelivery will occur as promptly as commercially possible and, in any case, within thirty (30) Business Days following, as applicable, Contractor’s:

- (a) completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or
- (b) receipt of the State’s notice under **Section 10.2(a)** or **Section 10.2(c)(i)**, identifying any Non-Conformities.

10.4 Repeated Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformity in any Software Deliverable after a second or subsequent delivery of such Software Deliverable, or Contractor fails to re-deliver the Software Deliverable on a timely basis, the State may, in its sole discretion, by written notice to Contractor:

(a) continue the process set forth in this **Section 10**;

(b) accept the Software Deliverable as a nonconforming deliverable, in which case the Fees Such Software Deliverable will be reduced equitably to reflect the value of the Software Deliverable as received relative to the value of the Software Deliverable had it conformed; or

(c) deem the failure to be a non-curable material breach of this Contract and the Statement of Work and terminate this Contract for cause in accordance with **Section 16.1**.

10.5 Acceptance. Acceptance ("**Acceptance**") of each Software Deliverable (subject, where applicable, to the State's right to Integration Testing) and Aggregate Software will occur on the date that is the earliest of the State's delivery of a notice accepting such Software Deliverable under **Section 10.2(b)**, or **Section 10.2(c)(ii)**.

11. Training; Maintenance and Support; Hosting.

11.1 Training. With respect to all Software, Contractor will provide the State with initial training as set forth in the Statement of Work at the rates set forth in the Pricing Schedule. The State may request, and if so requested, Contractor must provide on a timely basis, additional training at the rates specified in the Pricing Schedule.

11.2 Support Services. Contractor shall provide the State with the Support Services described in the Maintenance and Support Schedule attached as **Schedule B** to this Contract. Such Support Services shall be provided:

(a) Free of charge during the Warranty Period, it being acknowledged and agreed that the Fees includes full consideration for such Services during such period.

(b) Thereafter, for so long as the State elects to receive Support Services for the Software, in consideration of the State's payment of Support Fees as determined in accordance with the rates set forth in the Pricing Schedule

11.3 Hosting. Contractor will maintain the Availability Requirement and the Support Service Level Requirement set forth in the Service Level Agreement attached as **Schedule E** to this Contract.

12. Fees.

12.1 Fees. Subject to all terms and conditions set forth in this **Section 12** and Contractor's performance of Services to the State's satisfaction and the State's Acceptance of the applicable Deliverables, the State will pay the fees set forth in the Statement of Work and Pricing Schedule ("**Fees**").

12.2 Firm Pricing. The Pricing set forth in the Pricing Schedule is firm and may not be modified during the Term.

13. Invoices and Payment.

13.1 Invoices. Contractor will invoice the State for Fees in accordance with the requirements set forth in the Statement of Work, including any requirements that condition the rendering of invoices and the payment of Fees upon the successful completion of Milestones. Contractor must submit each invoice via such delivery means and to such address as are specified by the State in the Statement of Work. Each separate invoice must:

- (a) clearly identify the Contract to which it relates, in such manner as is required by the State;
- (b) list each Fee item separately;
- (c) include sufficient detail for each line item to enable the State to satisfy its accounting and charge-back requirements;
- (d) for Fees determined on a time and materials basis, report details regarding the number of hours performed during the billing period, the skill or labor category for such Contractor Personnel and the applicable hourly billing rates; and
- (e) include such other information as may be required by the State as set forth in the Statement of Work; and
- (f) itemized invoices must be submitted to DTMB-Accounts-Payable@michigan.gov.

13.2 Payment. Invoices are due and payable by the State, in accordance with the State's standard payment procedures as specified in 1984 Public Act no. 279, MCL 17.51, *et seq.*, within forty-five (45) calendar days after receipt, provided the State determines that the invoice was properly rendered. 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/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

13.3 Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services or Deliverables purchased under this Contract are for the State's exclusive use.

13.4 Payment Disputes. The State may withhold from payment any and all payments and amounts the State disputes in good faith, pending resolution of such dispute, provided that the State:

- (a) timely renders all payments and amounts that are not in dispute;
- (b) notifies Contractor of the dispute prior to the due date for payment, specifying in such notice:
 - (i) the amount in dispute; and
 - (ii) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties;
- (c) works with Contractor in good faith to resolve the dispute promptly; and
- (d) promptly pays any amount determined to be payable by resolution of the dispute.

13.5 Contractor shall not withhold any Services or fail to perform any obligation hereunder by reason of the State's good faith withholding of any payment or amount in accordance with this **Section 13.4** or any dispute arising therefrom.

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

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

13.8 Support Not to be Withheld or Delayed. Contractor will not withhold, delay, or fail to perform any Services or obligations under this Contract by reason of the State's good faith withholding of any payment or amount in accordance with this **Section 13**.

14. Intellectual Property Rights.

14.1 State Ownership of Work Product. Except as set forth in **Section 14.3**, the State is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product, including all Intellectual Property Rights. In furtherance of the foregoing, subject to **Section 14.3**:

(a) Contractor will create all Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and

(b) to the extent any Work Product or Intellectual Property Rights do not qualify as, or otherwise fails to be, work made for hire, Contractor hereby:

- (i) assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Work Product, including all Intellectual Property Rights; and
- (ii) irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of *droit moral* with respect to the Work Product.

14.2 Further Actions. Contractor will, and will cause the Contractor Personnel to, take all appropriate action and execute and deliver all documents, necessary or reasonably requested by the State to effectuate any of the provisions or purposes of **Section 14.1**, or otherwise as may be necessary or useful for the State to prosecute, register, perfect, record, or enforce its rights in or to any Work Product or any Intellectual Property Right therein. Contractor hereby appoints the State as Contractor's attorney-in-fact with full irrevocable power and authority to take any such actions and execute any such documents if Contractor refuses, or within a period deemed reasonable by the State otherwise fails, to do so.

14.3 Background Technology, Approved Third-Party Materials, and Open-Source Components.

(a) Contractor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Background Technology, including all Intellectual Property Rights therein, subject to the license granted in **Section 15.1**.

(b) Ownership of all Approved Third-Party Materials, and all Intellectual Property Rights therein, is and will remain with its respective owners, subject to any express licenses or sublicenses granted to the State under this Contract.

(c) Ownership of all Open-Source Components, and all Intellectual Property Rights therein, is and will remain with its respective owners, subject to the State's rights under the applicable Open-Source Licenses.

14.4 State Materials. The State will remain the sole and exclusive owner of all right, title, and interest in and to State Materials, including all Intellectual Property Rights therein. Contractor will have no right or license to, and will not, use any State Materials except solely during the Term of this Contract for which they are provided and only to the extent necessary to perform the Services and provide the Work Product to the State. All other rights in and to the State Materials are expressly reserved by the State.

15. Licenses.

15.1 Background Technology License. Contractor hereby grants to the State such rights and licenses with respect to the Background Technology that will allow the State to use and otherwise exploit perpetually throughout the universe for all or any purposes whatsoever the Work Product, to the same extent as if the State owned the Background Technology, without incurring any fees or costs to Contractor (other than the Fees set forth under this Contract) or any other Person in respect of the Background Technology. In furtherance of the foregoing, such rights and licenses will:

(a) be irrevocable, perpetual, fully paid-up and royalty-free;

(b) include the rights to use, reproduce, perform (publicly or otherwise), display (publicly or otherwise), modify, improve, create Derivative Works of, distribute, import, make, have made, sell and offer to sell the Background Technology, including all such modifications, improvements and Derivative Works thereof, solely as part of, or as necessary to use and exploit, the Work Product; and

(c) be freely assignable and sublicensable, in each case solely in connection with the assignment or licensing of the Work Product or any portion, modification, or Derivative Work thereof, and only to the extent necessary to allow the assignee or sublicensee, as the case may be, to use and exploit the Work Product or portion, modification, improvement, or Derivative Work thereof.

15.2 The State hereby grants to Contractor the limited, royalty-free, non-exclusive right and license to use the State Materials solely as necessary to perform the Services and provide the Work Product to the State during the Term of this Contract. Subject to the foregoing license, the State reserves all rights in the State Materials. All State Materials are considered Confidential Information of the State.

15.3 Approved Third-Party Materials.

(a) Prior to the delivery date for any Deliverables under the Statement of Work, Contractor will secure for the State, at Contractor's sole cost and expense, such rights, licenses, consents and approvals for any Approved Third-Party Materials, that will allow the State to use and otherwise exploit perpetually throughout the universe for all or any purposes

whatsoever the Work Product, to the same extent as if the State owned the Approved Third-Party Materials, without incurring any fees or costs to any Third-Party (other than the Fees set forth under this Contract) in respect of the Approved Third-Party Materials.

(b) All royalties, license fees, or other consideration payable in respect of such licenses are included in the Fees specified in the Statement of Work. Any additional amounts will be the sole responsibility of Contractor.

(c) Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide Third-Party Materials, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third-party software provider for any reason whatsoever.

15.4 Open-Source Components. Any use of the Open-Source Components by the State will be governed by, and subject to, the terms and conditions of the applicable Open-Source Licenses.

16. Termination, Expiration, Transition. The State may terminate this Contract, in whole or in part, including the Support Services for all or any Software, or any Statement of Work, in accordance with the following:

16.1 Termination for Cause.

(a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any State system, data, facility or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) underperforms as specified in the Statement of Work. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this **Section 16.1**, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 16.2**.

(c) 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. Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination, including any prepaid Support Fees. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Services from other sources.

16.2 Termination for Convenience. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with **Section 16.3**. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent funds are available.

16.3 Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 180 calendar days, unless otherwise agreed to by the parties)(the “**Transition Period**”), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services and Deliverables 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, or destroy, all State Materials and State Data; (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 or expiration date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the “**Transition Responsibilities**”). This Contract is automatically extended through the end of the Transition Period.

16.4 Effect of Expiration or Termination.

- (a) Upon termination or expiration of this Contract for any reason:
 - (i) Contractor will be obligated to perform all Transition Responsibilities specified in **Section 16.3**.
 - (ii) All licenses granted to Contractor in the State Materials and State Data will immediately and automatically also terminate. Contractor must promptly return to the State all State Materials and State Data not required by Contractor for its Transition Responsibilities, if any.
 - (iii) Within 10 Business Days, or if there is a Transition Period, prior the end of the Transition Period, Contractor will (A) return to the State all State Materials, documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State’s Confidential Information, (B) return to the State any and all Confidential Information, which includes all State Data and State Materials, received from the State, or created or received by Contractor on behalf of the State, which are in Contractors’ possession, custody, or control, (C) permanently erase the State’s Confidential Information from its computer systems, including State Data and State Materials that may reside in system backups, temporary files, or other storage media pursuant to instructions provided in NIST Special Publication 800-88 Guidelines for Media Sanitization and as otherwise instructed by the State, and (D) certify in writing to the State that it has complied with the requirements of this **Section 16.4(a)(iii)**, in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any. These requirements apply to Permitted Subcontractors, from whom Contractor must obtain the same certification.
 - (iv) Within 10 Business Days, or if there is a Transition Period, prior to the end of the Transition Period, the State will (A) return to Contractor all Confidential Information received from Contractor, or created or received by the State on behalf of Contractor, which are in the State’s possession, custody, or control and (B) certify in writing to Contractor that it has complied with the requirements of this **Section 16.4(a)(iii)**.

(b) No expiration or termination of this Contract will affect the State's rights in any of the Deliverables that have already been paid for by the State.

16.5 Survival. This **Section 16** survives termination or expiration of this Contract.

17. Stop Work Order. The State may, at any time, order the Services of Contractor fully or partially stopped for its own convenience for up to ninety (90) calendar days at no additional cost to the State. The State will provide Contractor a written notice detailing such suspension (a "**Stop Work Order**"). Contractor must comply with the Stop Work Order upon receipt. Within 90 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 this Contract. The State will not pay for any Services, Contractor's lost profits, or any additional compensation during a stop work period.

18. Contractor Representations and Warranties.

18.1 Authority. Contractor represents and warrants to the State that:

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

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

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

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

(e) Contractor has not improperly disclosed FERPA data and that it is currently not barred from holding FERPA data and that it has obtained a written certification from its Permitted Subcontractor(s) that the Permitted Subcontractor(s) is not currently barred from holding FERPA data; and

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

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

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

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

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

(d) If any of the certifications, representations, or disclosures made in Contractor's Bid Response change after contract award, the Contractor is required to report those changes immediately to the Contract Administrator.

18.3 Software and Service. 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 this Contract;

(b) It is in compliance with, and will perform all Services in compliance with, all applicable Law;

(c) The State will receive good and valid title to the Software, free and clear of all encumbrances and liens of any kind;

(d) When delivered and installed by Contractor, the Software will not contain any Harmful Code;

(e) The Software will not contain, or operate in such a way that it is compiled with or linked to, any Open-Source Components other than Approved Open-Source Components;

(f) The Software will not contain, or operate in such a way that it is compiled with or linked to, any Third-Party Materials other than Approved Third-Party Materials;

(g) The Software, including all updates, upgrades, new versions, new releases, enhancements, improvements and other modifications thereof, but excluding components comprising State Materials, Approved Third-Party Materials, and Open-Source Components, is or will be the original creation of Contractor;

(h) As delivered, installed, specified, or approved by Contractor and used by the State or any Third Party authorized by the State, the Software: (i) will not infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any third party; and (ii) will comply with all applicable Laws;

(i) No expiration or loss of any patent or application for patent rights in the Software is pending, or, to Contractor's knowledge after reasonable inquiry, threatened or reasonably foreseeable, and Contractor has no reason to believe that any claims of any such patent or patent application are or will be invalid, unenforceable, fail to issue, or be materially limited or restricted beyond the current claims, except for patent rights expiring at the end of their statutory term; and

(j) All Software will be, and as installed in the Operating Environment (or any successor thereto), will function in all respects, in conformity with this Contract and the Specifications and Documentation.

19. Indemnification.

19.1 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; and (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).

19.2 Indemnification Procedure. The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 19**, 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.

19.3 Infringement Remedies.

(a) The remedies set forth in this **Section 19.3** are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified for such actions.

(b) If any Software or any component thereof, other than State Materials, is found to be infringing or if any use of any Software or any component thereof is enjoined, threatened to be enjoined or otherwise the subject of an infringement claim, Contractor must, at Contractor's sole cost and expense:

- (i) procure for the State the right to continue to use such Software or component thereof to the full extent contemplated by this Contract; or
- (ii) modify or replace the materials that infringe or are alleged to infringe ("**Allegedly Infringing Materials**") to make the Software and all of its components non-infringing while providing fully equivalent features and functionality.

(c) If neither of the foregoing is possible notwithstanding Contractor's best efforts, then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will:

- (i) refund to the State all amounts paid by the State in respect of such Allegedly Infringing Materials and any other aspects of the Aggregate Software provided under the Statement of Work for the Allegedly Infringing Materials that the State cannot reasonably use as intended under this Contract; and

- (ii) in any case, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Materials for a transition period of up to six (6) months to allow the State to replace the affected features of the Software without disruption.

(d) If Contractor directs the State to cease using any Software under **Section 19.3(c)**, the State may terminate this Contract for cause under **Section 16.1**.

(e) Contractor will have no liability for any claim of infringement arising solely from:

- (i) Contractor's compliance with any designs, specifications, or instructions of the State; or

- (ii) Modification of the Software by the State without the prior knowledge and approval of Contractor;

- (iii) unless the claim arose against the Software independently of any of the above specified actions.

20. Liquidated Damages.

20.1 The parties agree that any delay or failure by Contractor to timely perform its obligations in accordance with the Implementation Plan and Milestone Dates agreed to by the parties will interfere with the proper and timely implementation of the Software, to the loss and damage of the State. Further, the State will incur major costs to perform the obligations that would have otherwise been performed by Contractor. The parties understand and agree that any liquidated damages Contractor must pay to the State as a result of such nonperformance are described in the Statement of Work, and that these amounts are reasonable estimates of the State's damages in accordance with applicable Law.

20.2 The parties acknowledge and agree that Contractor could incur liquidated damages for more than one event if Contractor fails to timely perform its obligations by each Milestone Date.

20.3 The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under **Section 16.1**, and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

20.4 Amounts due the State as liquidated damages may be set off against any Fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

21. Damages Disclaimers and Limitations.

21.1 The State's Disclaimer of Damages. THE STATE WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

21.2 The State's Limitation of Liability. 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 PAYABLE UNDER THIS CONTRACT.

22. State Data.

22.1 Ownership. The State's data ("**State Data**"), which will be treated by Contractor as Confidential Information, includes: (a) User Data; and (b) any other data provided, collected, used, processed, stored, or generated by the State in connection with the Services, including but not limited to (i) personally identifiable information ("**PII**") provided, 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, including all elements relating to PII as it is defined under the **FERPA**; and (ii) education records provided, collected, used, processed, stored, or generated as the result of the Services, which is defined under the **FERPA** 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 22.1** survives termination or expiration of this Contract.

22.2 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; c) keep and maintain State Data in the continental United States and (d) 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 22.2** survives termination or expiration of this Contract.

22.3 Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach by 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 and education records as defined under FERPA, at the State's sole election, (i) notify the affected individuals who comprise the records as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of

notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor Personnel; 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. The parties agree that any damages relating to a breach of this **Section 22.3** are to be considered direct damages and not consequential damages. This **Section 22.3** survives termination or expiration of this Contract.

22.4 Backup and Extraction of State Data. Contractor will conduct, or cause to be conducted periodic back-ups of State Data at a frequency that will ensure the backup and disaster recovery requirements set forth in Schedule E of this Contract. All backed up State Data shall be located in the continental United States. Contractor must, within five (5) Business Days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of State Data in the format specified by the State.

22.5 Discovery. Contractor shall immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data or the State's use of the Services. Contractor shall notify the State Contract Administrator by the fastest means available and also in writing, and must do so within 24 hours of receiving the request. Contractor shall not respond to subpoenas, service of process, FOIA requests, other legal and non-legal requests related to the State without first notifying the State and obtaining the State's prior approval of Contractor's proposed responses. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval. Contractor must impose these obligations on its Permitted Subcontractor(s) in its agreement with its Permitted Subcontractor(s).

23. Confidential Information. Each party acknowledges that it may be exposed to or acquire communication or data of the other party that is confidential in nature and is not intended to be disclosed to third parties. This **Section 23** survives termination or expiration of this Contract.

23.1 Meaning of Confidential Information. The term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; ,

(c) should reasonably be recognized as confidential information of the disclosing party; or (d) is identified as Confidential Information in this Contract. The term "Confidential Information" does not include any information or documentation that was or is: (a) in the possession of the State and subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). Notwithstanding the above, in all cases and for all matters, State Data is deemed to be Confidential Information.

23.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor's subcontractor is permissible where: (a) the subcontractor is a Permitted Subcontractor; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor's responsibilities; and (c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any of the Contractor Personnel may be required to execute a separate agreement to be bound by the provisions of this **Section 23.2.**

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

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

23.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must return or destroy the other party's Confidential Information pursuant to Section 16(a)(iii) and 16.4(a)(iv) as applicable.

24. Accessibility Requirement.

24.1 All Software provided by Contractor under this Contract, including associated content and documentation, must conform to WCAG 2.0 Level AA. Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for each product provided under the Contract. At a minimum, Contractor

must comply with the WCAG 2.0 Level AA conformance claims it made to the State, including the level of conformance provided in any PAT. Throughout the Term of the Contract, Contractor must:

- (a) maintain compliance with WCAG 2.0 Level AA and meet or exceed the level of conformance provided in its written materials, including the level of conformance provided in each PAT;
- (b) comply with plans and timelines approved by the State to achieve conformance in the event of any deficiencies;
- (c) ensure that no Maintenance Release, New Version, update or patch, when properly installed in accordance with this Contract, will have any adverse effect on the conformance of Contractor's Software to WCAG 2.0 Level AA;
- (d) promptly respond to and resolve any complaint the State receives regarding accessibility of Contractor's Software;
- (e) upon the State's written request, provide evidence of compliance with this Section by delivering to the State Contractor's most current PAT for each product provided under the Contract; and
- (f) participate in the State of Michigan Digital Standards Review described below.

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

24.3 Warranty. Contractor warrants that all WCAG 2.0 Level AA conformance claims made by Contractor pursuant to this Contract, including all information provided in any PAT Contractor provides to the State, are true and correct. If the State determines such conformance claims provided by the Contractor represent a higher level of conformance than what is actually provided to the State, Contractor will, at its sole cost and expense, promptly remediate its Software to align with Contractor's stated WCAG 2.0 Level AA conformance claims in accordance with plans and timelines that are approved in writing by the State. If Contractor is unable to resolve such issues in a manner acceptable to the State, in addition to all other remedies available to the State, the State may terminate this Contract for cause under Section 16.1.

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

24.5 Failure to comply with the requirements in this Section 24 shall constitute a material breach of this Contract.

25. FERPA Compliance. Contractor must comply with, and by written agreement, obligate its Permitted Subcontractor(s) to comply with the FERPA, and applicable regulations, including 34 C.F.R. Part 99, regarding the privacy and security of "education records" and other related data as defined in the FERPA. In addition, Contractor must

obligate its Permitted Subcontractor(s) that provide hosting for any State Data, in writing, to the requirements of Schedule D - Data Security Requirements.

26. Records Maintenance, Inspection, Examination, and Audit.

26.1 Right of 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 this Contract through the Term of this Contract and for three (3) years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Financial Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, Contractor must retain the records until all issues are resolved.

26.2 Right of Inspection. Within ten (10) calendar days of providing notice, the State and its 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 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 this Contract must be paid or refunded within forty-five (45) calendar days.

26.3 Application. This **Section 26** applies to Contractor, any Affiliate, and any Permitted Subcontractor that performs Services in connection with this Contract.

27. Insurance Requirements.

27.1 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 Permitted Subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.

27.2

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have its policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u>	Contractor must have its policy: (1)

Insurance Type	Additional Requirements
\$5,000,000 General Aggregate	endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Privacy & Security Liability (Cyber Liability) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have its policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate <u>Deductible Maximum:</u> \$50,000 Per Loss	

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

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

contract effective date, the Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

27.5 Contractor must: (a) provide insurance certificates to the State's Contract Administrator, containing the Contract number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that Permitted Subcontractors maintain the required insurances contained in this Section; (c) notify the State's Contract Administrator within five (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.

27.6 This **Section 27** 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)

28. Dispute Resolution.

28.1 Unless otherwise specified in the Statement of Work, the parties will endeavor to resolve any Contract dispute in accordance with **Section 28**. The initiating party will reduce its description of the dispute to writing (including all supporting documentation) and deliver it to the responding party's Project Manager. The responding party's Project Manager must respond in writing within five (5) Business Days. The initiating party has five (5) Business Days to review the response. If after such review resolution cannot be reached, both parties will have an additional five (5) Business Days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved within a total of fifteen (15) Business Days, the parties must submit the dispute to the parties' Contract Administrators. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

28.2 Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' Contract Administrators, and either Contract Administrator concludes that resolution is unlikely, or fails to respond within fifteen (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 28** does not limit the State's right to terminate this Contract.

29. General Provisions.

29.1 Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Contract are and will be deemed to be rights and licenses to "intellectual property," and all Work Product is and will be deemed to be "embodiments" of "intellectual property," for purposes of, and as such terms are used in and interpreted under, Section 365(n) of the United States Bankruptcy Code (the "**Code**"). If Contractor or its estate becomes subject to any bankruptcy or similar proceeding, the State retains and has the right to fully exercise all rights, licenses, elections, and protections under this Contract, the Code and all other applicable bankruptcy, insolvency, and similar Laws with respect to all Software and other Work Product. Without limiting the generality of the foregoing, Contractor acknowledges and agrees that, if Contractor or its estate shall become subject to any bankruptcy or similar proceeding:

(a) all rights and licenses granted to the State under this Contract will continue subject to the terms and conditions of this Contract, and will not be affected, even by Contractor's rejection of this Contract; and

(b) the State will be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property comprising or relating to any Software or other Work Product, and the same, if not already in the State's possession, will be promptly delivered to the State, unless Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

29.2 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 29.2** applies to Contractor, any Affiliate, and any Permitted Subcontractor that Performs Services in connection with this Contract.

29.3 Compliance with Laws. Contractor and its Representatives must comply with all Laws in connection with this Contract.

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

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

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

29.7 Non-Exclusivity. Nothing contained in this Contract is intended nor is to 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.

29.8 Force Majeure.

(a) Force Majeure Events. Subject to **Section 29.8(c)**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Contract,

national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a “**Force Majeure Event**”), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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

(c) Exclusions; Non-suspended Obligations. Notwithstanding the foregoing or any other provisions of the Contract or this Schedule in no event will any of the following be considered a Force Majeure Event:

- (i) shutdowns, disruptions or malfunctions of Contractor Systems or any of Contractor’s telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or
- (ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event.

(d) no Force Majeure Event modifies or excuses Contractor’s obligations under **Sections 22** (State Data), **23** (Confidential Information), or **19** (Indemnification) of this Contract, or any Disaster Recovery and Backup requirements, Availability Requirement, or security requirements under this Contract, Statement of Work, or applicable Schedule.

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

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

29.11 Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Contract must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this **Section 29.11**):

If to Contractor: [3001 Coolidge, Suite 403 East Lansing, Michigan]

Email: [Doug.wiesner@ptdtechnology.com]

Attention: [Dr. Doug Weisner]
If to State: [Michael Breen]
[West Allegan, Lansing, Michigan]
Email: [breenm@Michigan.gov]
Attention: [Michael Breen, Category Specialist]

Notices sent in accordance with this **Section 29.11** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next Business Day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) calendar day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

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

29.13 Schedules All Schedules that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Maintenance and Support Schedule
Schedule C	Pricing Schedule
Schedule D	Data Security Requirements
Schedule E	Service Level Agreement
Schedule F	Disaster Recovery Plan
Schedule G	Licensing Agreement
Schedule H	Federal Provisions

29.14 Assignment. Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Contract, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior written consent. The State has the right to terminate this Contract in its entirety or any Services or Statements of Work hereunder, pursuant to **Section 16.1**, if Contractor delegates or otherwise transfers any of its obligations or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Contractor of any of such obligations or performance. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization

involving Contractor (regardless of whether Contractor is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Contract for which the State's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this **Section 29.14** is void.

29.15 No Third-Party Beneficiaries. This Contract is for the sole benefit of the parties and their respective successors and permitted assigns. Nothing in this Contract, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

29.16 Amendment and Modification; Waiver. No amendment to or modification of this Contract is effective unless it is in writing, identified as an amendment to this Contract and signed by both parties Contract Administrator. Further, certain amendments to this Contract may require State Administrative Board Approval. No waiver by any party of any of the provisions of this Contract will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Contract will operate or be construed as a waiver. Nor will any single or partial exercise of any right, remedy, power or privilege under this Contract preclude the exercise of any other right, remedy, power or privilege.

29.17 Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties must negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions be consummated as originally contemplated to the greatest extent possible.

29.18 Equitable Relief. Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract may give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this **Section 29.18**.

29.19 Counterparts. This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same Contract. A signed copy of this Contract delivered by email or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

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

29.21 Entire Agreement. This Contract, together with all Schedules, Exhibits, and the Statement 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, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Contract, the Schedules, Exhibits, and the Statement of Work, the following order of precedence governs: (a) first, this Contract, excluding its Exhibits and Schedules, and the Statement of Work; and (b) second, the Statement of Work as of the Effective Date; and (c) third, the Exhibits and Schedules to this Contract as of the Effective Date. NO TERMS ON CONTRACTORS INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH 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.

STATE OF MICHIGAN

Request For Proposal No. 2012345
CTEIS Info System and CTE Follow Up Survey Support Center

EXHIBIT A – Table 1 BUSINESS SPECIFICATION WORKSHEET Instructions for Completing the Business Specifications Worksheet

Business Specification Number	Business Specification Description
1.0	Create, modify and maintain all OCTE training, support materials, web and database content to meet changing state, federal and internal reporting requirements.
1.1	Provide deliverables defined in Table R1.1.
1.2	Provide maintenance support and new development using the technologies provided in Table R1.2.
1.2.a	Technologies and System Architecture must be reviewed annually by Vendor to plan updates to: Leverage emerging technologies and retire sunset technologies. Align security and architecture to DTMB policies.
1.2.b	Data Architecture is designed to align with Common Education Data Standards (CEDS) to improve the transferability of the data with other state offices and for communication purposes.
1.2.c	Modifications to system may include changes to: CIP codes, including additions, modifications, and/or deletions. Content and/or format of reports. Edit and/or other programming checks. Field names, content, and/or format, including additions, modifications, and/or deletions. Calculations required for computed fields and/or reports. Import/export specifications. Addition of new fields or elimination of fields. Addition of a new report.
1.2.d	Content Management of CTEIS Knowledge Base Web content which includes informational materials, newsletters, training modalities, that include training manuals, FAQ and tips and tricks, and training videos.

1.3	Vendor to provide licensing for all technologies listed in Table R1.2. If vendor is not providing licensing, cost for license must be identified in the proposal.
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Business Specification Number	Business Specification Description
1.4	Create or update training content as provided in Table R1.4. These are the minimum mandatory artifacts to support the OCTE programs. Additional will be identified according to need and prioritized with vendor and OCTE.
1.4.a	All Web and training content should not reflect any Vendor branding.
1.4.b	All web content will be created and conform to ADA Standards (WCAG 2.0).
1.4.c	Training Guide content must be created and maintained in either MS Word or PowerPoint and published in a PDF format.
1.4.d	Video content must be posted to YouTube and linked to the CTEIS website.
1.4.e	All training materials will be provided to MDE for review and not less than 90 days will be allowed for data correction and republishing to meet project timelines.
1.4.f	All training content will be updated annually, or as required by MDE, to reflect changes in legislation, program content, or user feedback.
1.5	Vendor to provide an electronic Issue Management process.
1.5.a	Process must allow OCTE and district users to post issues to the vendor, with reporting features for issue status and resolution.
1.5.b	Issue Reporting to include: Date/Time Description of Issue, including impact to system users Issue Status Resolution Description
1.6	ADA Standards. The solution must Accessibility Requirements as provided in the Contract Terms.
1.7	Data Integration
1.7.a	Provide maintenance support for the identified data interfaces and extracts identified in Table R1.7. Update data exchange methods as the identified up/downstream data exchange systems have technology updates Ability to support requirements for new system interfaces, both up/downstream.
1.7.b	Ability to support automated exchange (import and export) of data between the CTEIS and other systems, in one or more of the identified formats: Web Services API Services SQL data tables Excel, XML, CSV
1.8	CTEIS Master Directory

1.8.a	Maintain, expand, and continue to develop the CTEIS Master Directory. The Master Directory functionality allows the integration of information from the EEM, as well as from external data entry specific to OCTE staff.
1.9	Data Collection, Analysis and Reporting

Business Specification Number	Business Specification Description
1.9.a	<p>Manage key components of the system to support the collection, submission, compiling, calculating, and reporting of data.</p> <p>Report data to meet state and federal requirements as well as reports that can be used by Prosperity Regions, Counties, Perkins Regions, CEPDs, districts, buildings, programs, and program types toward reporting and program improvement.</p> <p>Support system functionality for authorized users to create exportable, user-defined tables, queries, and reports.</p>
1.9.b	Ability for authorized users to view system data and monitor report submissions in the system for the purposes of data analysis and data quality review.
1.9.c	Create and maintain reports.
1.9.d	Participate in the CTEIS User Group conference calls once every other month to ensure CTEIS meets the needs of districts submitting data for mandated state and federal reporting.
1.10	Moodle
1.10.a	Maintenance of the existing OCTE Moodle web site, which is used for creating project rooms between OCTE and Vendor, within OCTE, between districts and OCTE, and external entities and OCTE.
1.11	Web sites
1.11.a	Maintenance of web sites listed in Table R1.11 (each production web site should have equivalent test and development environment).
1.12	CTEIS Dashboards
1.12.a	Host dashboards in a vendor provided PowerBi hosting environment: http://Analytics.PTDTechnology.com/
1.12.b	Create, modify reports in PowerBI
1.12.c	Modifications to reports will be required to support Perkins V legislation
1.13	Vendor to provide assistance in completing the DTMB or SOM required support for the following processes
1.13.a	System Security Plan (SSP)
1.13.b	Internal Control Evaluation Process (ICE)
1.13.c	Enterprise Architecture System Architecture (EASA) Review
2.0	Manage and provide technical and training support, including hosting a Call Center and Email Support according to the requirements.
2.1	Provide email and phone support to all CTE education agency users and MDE OCTE between the hours of 8:00 a.m. and 5:00 p.m., Eastern Time Zone, Monday through Friday.
2.2	Support includes training, technical assistance for all CTE programs and web content.
2.3	Response to calls and emails must be within the next business day.
2.4	Toll Free number must be provided by the vendor.

2.5	Email Address for Help Desk must be provided by the vendor.
2.6	Vendor will provide additional support during high call volume timeframes. Estimated annual combined (email and phone) requests are between 30 and 100 per month.
2.7	Vendor will log helpdesk phone and email incidents in a call logging tool.

Business Specification Number	Business Specification Description
2.8	Vendor will provide phone incident summary and breakdown information to MDE on a monthly basis.
3.0	<p>Migrate and/or augment the current hosting environment to align with DTMB Security Policies as listed in Schedule B, Service Level Agreement and Schedule C, Data Security Requirements. Current Hosting Specifications are in Table R3.0.</p> <p>The evaluation of the current hosting environment will be done through the DTMB Enterprise Security Assessment (EASA). Prior to any changes in technologies or infrastructure, an EASA is required to approve of the proposed change.</p>
4.0	Support annual survey data collection by holding workshops and producing and distributing data collection materials according to listed requirements. Provide technical assistance to stakeholders carrying out the annual CTE student follow-up survey, monitor collection deadlines, process, compile and ensure survey data quality (adhering to privacy and federal regulations) and conduct studies to verify accuracy.
4.1	Manage follow-up survey data (education agencies) and export data in OCTE-specified format (28 fields).
4.2	Vendor will hold online webinars for local district and CEPD personnel in preparation for Follow-Up Survey data collection.
4.2a	Webinar must support a minimum of 250 participants.
4.2b	Vendor will work with OCTE to establish Follow-Up Survey webinar training dates.
4.3	Vendor will work with OCTE to develop User Manual, Survey Forms, and supplemental training materials to guide the district on how to conduct the Follow-Up survey. Document Format is developed in Word and posted in PDF format on CTEIS web site.
4.4	Vendor will utilize the State of MI Gov Delivery list serv to send a notification to Follow-Up contacts when materials are available on the web site.
4.5	Vendor will create or modify a Follow-Up Training Video and post to the CTEIS website for ad hoc viewing.
4.6	Vendor will provide on call technical assistance to districts and CEPDs via phone and email during the Follow-Up data collection period.
4.7	Vendor will monitor district data collection deadlines and provide completion rates to OCTE.
4.7a	Vendor will provide submission reports to OCTE or an Admin interface for OCTE to directly view submission rates.
4.8	Vendor will process Follow-Up Survey data.
4.8a	Vendor will validate data to be correct and complete.
4.8b	Vendor will review data entered in CTEIS by the districts and work with districts to correct inaccurate data.
4.8.c	Vendor will document the data cleaning process.
4.8d	Vendor will track user report submission and communicate with OCTE to identify districts requiring assistance.
4.8e	Vendor will produce an electronic file summarizing the survey response rate, report submission date and proxy rate by building.

4.8f	Vendor will provide all Follow-Up data in a centralized database for OCTE to view.
4.8g	Vendor will provide a code book and technical documentation defining codes, variables and tables for OCTE.
4.9	Vendor will work with OCTE and the grant monitor to implement findings for improvement in future Follow-up Surveys.

Business Specification Number	Business Specification Description
4.10	Vendor will work with OCTE to determine further use of the web-based Follow-Up survey tool.
4.11	Vendor will utilize the State of MI DTMB ListServ (GovDelivery) service as requested by OCTE to Email Notifications to subscribers.
5.0	Migration of the current Authentication to Integrate with the State's IT Identity and Access Management (MILogin).
6.0	Must have demonstrated prior experience collecting performance indicator data from recipients of the Federal Carl Perkins Grant.
6.1	Assist MDE in developing business requirements impacted by Perkins V legislation.
6.2	Make modifications to the all web, architecture and training content to meet requirements of Perkins V legislation.
6.3	Major deliverables are identified in Table R6.3.
6.4	Vendor must provide evidence of prior projects supporting the Federal Carl Perkins Grant.
7.0	Must have experience collecting career and technical education data as mandated by the State of Michigan School Aid Act, PA 94 of 1979.
7.1	Assist MDE in developing business requirements to comply with legislation.
7.2	Make modifications to the all web, and training content to meet requirements of legislation.
7.3	Major deliverables are identified in Table R6.3.
7.4	Vendor must provide evidence of prior projects supporting the Michigan School Aid Act, PA 94 of 1979.
8.0	Provide onsite Classroom training, instructor lead eWorkshops and instructor lead Webinar training. Provide class schedule, registration and confirmation according to the requirements.
8.1	<p>A minimum of 3 On-Site classroom trainings (30 participants maximum) will be offered annually if budget permits.</p> <p>A minimum of 20 Webinars (250 participants maximum) will be offered annually.</p> <p>A minimum of 6 eWorkshops (250 participants maximum) will be offered annually.</p>
8.2	Post training schedule on CTEIS web content and State of Michigan Gov Delivery List Serv.
8.3	Coordinate onsite facility location with educational entities that are designated by the Office of Career and Technical Education.
8.4	Provide hands-on system experience, printed materials and individual assistance in a lab setting when specified to have instructor led training.
8.5	Provide classroom training material in electronic form.
8.6	Provide live webinar training as necessary using OCTE approved streaming technology.
8.7	Provide live eWorkshops as necessary using OCTE Approved streaming technology.
8.8	Provide workshop attendance to OCTE.

8.9	Collect user evaluation of training
8.9a	In-class comments will be analyzed daily.
8.9b	Class evaluations will be analyzed weekly.
8.9.c	Evaluations will be provided to OCTE for review.

Business Specification Number	Business Specification Description
8.9d	Adjust training materials based on analysis of evaluations and OCTE review.

Training, Development and Follow-Up Survey Deliverables

Table R1.1

Timelines and tasks of deliverables are subject to change at the discretion of the Office of Career and Technical Education.

Month	Category	Deliverables
July	Training	Provide on-call Technical Assistance via email and toll-free telephone access between 8:00 a.m. and 5:00 p.m. EST (Jul thru Jun)
July	Training	Technical assistance and support website maintained (July through June)
July	Training	Track and document requests for technical assistance and assistance provided (July through June)
July	Training	Comply with Storage and Retention schedule for OCTE materials (July through June)
July	Training	Quarterly written progress report and financial report due (previous grant year).
July	Training	Monthly written progress report due (current grant year)
July	Development	End of Year District Report Collection Due
July	Development	OCTE provide final CTEIS system change requests
July	Development	Provide on-call Technical Assistance (July thru June)
July	Development	Monthly Project team meeting and OCTE staff training
July	Development	Quarterly written progress report and financial district report collection due (previous grant year)
July	Development	Monthly written progress report due (current grant year)
July	Development	Final narrative report describing outcomes for each project objective due
July	Follow-Up	Provide report suggesting improvements for the next survey
July	Follow-Up	Meet and discuss Follow-Up topics with the grant monitor and OCTE staff during the reporting process.
July	Follow-Up	Continue to extend the web-based survey tool
July	Follow-Up	Weekly team meetings
July	Follow-Up	Quarterly CEPD Administrator conference calls to discuss issues/initiatives with District users
August	Training	Quarterly written progress report and financial report due
August	Training	Meet with OCTE Grant Administrator to review grant status
August	Training	End of Year Enrollment and Completion Collection (4483) Report Due Date
August	Development	Monthly Project team meeting and OCTE staff training
August	Development	Quarterly written progress report and financial report due.
August	Development	Meet with OCTE Grant Administrator to review grant status
August	Development	System updated for 4033 Expenditures District Report collection/submission
August	Development	Test period begins
August	Development	System updated for CEPD Options district report collection / submission, data processing, and management
August	Development	System updated to generate Core Performance Indicator reports
August	Development	Final expenditure district report collection due
August	Follow-Up	Meet and discuss Follow-Up topics with the grant monitor and OCTE staff during the reporting process.
August	Follow-Up	Continue to extend the web-based survey tool
August	Follow-Up	Weekly team meetings
August	Follow-Up	Quarterly CEPD Administrator conference calls to discuss issues/initiatives with District users

Month	Category	Deliverables
September	Training	LTCS Application Due Date
September	Training	Monthly written progress report and financial report due
September	Training	Fall Update and New Users Introduction (Fall) Workshops
September	Training	User-defined reports workshops
September	Training	CTE Expenditures (4033) (Fall) Workshops
September	Development	Monthly Project team meeting and OCTE staff training
September	Development	System and instructions updated and delivered for CEPD Options district report collection submission, data processing, and management
September	Development	Monthly written progress report and financial report due
September	Development	Fully tested and updated system and instructions delivered for 4033 Expenditures Report submission, data processing and management
September	Development	Test period begins
September	Follow-Up	Schedule Follow-Up Training courses
September	Follow-Up	Complete Follow-Up packets
September	Follow-Up	Continue to extend the web-based survey tool
September	Follow-Up	Weekly team meetings
September	Follow-Up	Quarterly CEPD Administrator conference calls to discuss issues/initiatives with District users
October	Training	Fall training workshops
October	Training	Fall Training Report Due to CEPD
October	Training	Quarterly written progress report and financial report due
October	Training	Meet with OCTE Grant Administrator to review grant status
October	Training	User-defined reports workshops
October	Training	CTE Expenditures (4033) (Fall) Workshops
October	Training	Fall Training Report Due to OCTE
October	Training	CEPD Options Report Due to OCTE
October	Training	CTE Enrollment and Completer Optimization (Fall/Spring) Workshop
October	Development	Monthly Project team meeting and OCTE staff training
October	Development	Quarterly written progress report and financial report due
October	Development	Meet with OCTE Grant Administrator to review grant status
October	Development	CEPD Options Report Due
October	Follow-Up	Make Follow-Up Process materials available to Follow-Up contacts
October	Follow-Up	Hold Follow-Up process webinars
October	Follow-Up	Track Follow-Up submission rates to keep OCTE apprised of report completion.
October	Follow-Up	Provide Helpdesk support to Follow-Up reporters via email and phone
October	Follow-Up	Continue to extend the web-based survey tool
October	Follow-Up	Weekly team meetings
October	Follow-Up	Quarterly CEPD Administrator conference calls to discuss issues/initiatives with District users
November	Training	CTE Expenditures (4033) Report Due Date
November	Training	Monthly written progress report due
November	Development	Test period begins
November	Development	Monthly Project team meeting and OCTE staff training
November	Development	4033 District Expenditures Collection Report Due
November	Development	System updated for New Program Application submission, processing, and management
November	Development	Monthly written progress report due
November	Development	Receive CRCR related special population data from OCTE
November	Development	Perkins Core Performance Indicator Data Due Date

Month	Category	Deliverables
November	Development	Instructions updated and delivered to generate OCTE Core Performance Indicator reports
November	Development	Core Performance Indicator data reports generated
November	Development	Fully tested and updated system and instructions delivered for new program application submission, processing, and management
November	Development	Process CRCR data for exporting and reporting
November	Follow-Up	Track Follow-Up submission rates to keep OCTE appraised of report completion.
November	Follow-Up	Provide Helpdesk support to Follow-Up reporters via email and phone
November	Follow-Up	Continue to extend the web-based survey tool
November	Follow-Up	Weekly team meetings
November	Follow-Up	Quarterly CEPD Administrator conference calls to discuss issues/initiatives with District users
December	Development	CTE EDEN - EdFacts and CTE-LDT Reporting Table Data Due Date
December	Development	Monthly Project team meeting and OCTE staff training
December	Development	Monthly written progress report due
December	Follow-Up	Track Follow-Up submission rates to keep OCTE appraised of report completion.
December	Follow-Up	Provide Helpdesk support to Follow-Up reporters via email and phone
December	Follow-Up	Continue to extend the web-based survey tool
December	Follow-Up	Weekly team meetings
December	Follow-Up	Quarterly CEPD Administrator conference calls to discuss issues/initiatives with District users
January	Training	Quarterly written progress report and financial report due
January	Training	Meet with OCTE Grant Administrator to review grant status (Qtr2).
January	Training	CTE Enrollment and Completion Collection (4483) (Fall/Spring) Workshop
January	Training	CTE Enrollment and Completer Optimization (Fall/Spring) Workshop
January	Development	Monthly Project team meeting and OCTE staff training
January	Development	System updated for End of Year End of Year Enrollment and Completion report, including LTCS report and CEPD Options report submission, data processing, and management
January	Development	Test period begins
January	Development	Quarterly written progress report and financial report due
January	Development	Meet with OCTE Grant Administrator to review grant status
January	Development	Fully tested and updated system and instructions delivered for End of Year End of Year Enrollment and Completion report collection, including LTCS report and CEPD Options report submission, data processing, and management
January	Follow-Up	Track Follow-Up submission rates to keep OCTE appraised of report completion.
January	Follow-Up	Provide Helpdesk support to Follow-Up reporters via email and phone
January	Follow-Up	Continue to extend the web-based survey tool
January	Follow-Up	Weekly team meetings
January	Follow-Up	Quarterly CEPD Administrator conference calls to discuss issues/initiatives with District users
February	Training	Monthly written progress report due
February	Training	CTE Enrollment and Completer Optimization (Fall/Spring) Workshop
February	Training	End of Year Report (4483) Workshops
February	Training	Data system utilities workshops
February	Training	CTE Enrollment and Completion Collection (4483) (Fall/Spring) Workshop

Month	Category	Deliverables
February	Training	CEPD Options Report Due
February	Development	Monthly written progress report due
February	Development	Monthly Project team meeting and OCTE staff training
February	Follow-Up	Provide Helpdesk support to Follow-Up reporters via email and phone
February	Follow-Up	Continue to extend the web-based survey tool
February	Follow-Up	Weekly team meetings
February	Follow-Up	Quarterly CEPD Administrator conference calls to discuss issues/initiatives with District users
March	Training	Monthly written progress report and financial report due
March	Development	LTCS Report, Due
March	Development	CEPD Options Report Due
March	Development	Monthly Project team meeting and OCTE staff training
March	Development	Monthly written progress report and financial report due
March	Development	System updated for follow-up report submission
March	Development	Test period begins
March	Follow-Up	Provide Helpdesk support to Follow-Up reporters via email and phone
March	Follow-Up	Continue to extend the web-based survey tool
March	Follow-Up	Weekly team meetings
March	Follow-Up	Quarterly CEPD Administrator conference calls to discuss issues/initiatives with District users
April	Training	Quarterly written progress report and financial report due
April	Training	Meet with OCTE Grant Administrator to review grant status (third quarter)
April	Training	CTE Enrollment and Completion Collection (4483) (Fall/Spring) Workshop
April	Training	Follow-up Report Due Date
April	Development	System and instructions updated and delivered for follow-up report submission
April	Development	Monthly Project team meeting and OCTE staff training
April	Development	Quarterly written progress report and financial report due
April	Development	Meet with OCTE Grant Administrator to review grant status
April	Follow-Up	Provide Helpdesk support to Follow-Up reporters via email and phone
April	Follow-Up	Process and compile Follow-Up data
April	Follow-Up	Continue to extend the web-based survey tool
April	Follow-Up	Weekly team meetings
April	Follow-Up	Quarterly CEPD Administrator conference calls to discuss issues/initiatives with District users
May	Development	Follow-up Report Due
May	Development	Monthly Project team meeting and OCTE staff training
May	Development	System updated for End of Year End of Year Enrollment and Completion report submission, data processing, and management
May	Development	Test period begins
May	Development	Fully tested and updated system and instructions delivered for End of Year End of Year Enrollment and Completion report submission, data processing, and management
May	Follow-Up	Provide OCTE with access to all Follow-Up data maintained in the CTEIS centralized database.
May	Follow-Up	Prepare online codebook and technical documentation for OCTE
May	Follow-Up	Post follow-up reports to CTEIS website
May	Follow-Up	Continue to extend the web-based survey tool
May	Follow-Up	Weekly team meetings

Month	Category	Deliverables
May	Follow-Up	Quarterly CEPD Administrator conference calls to discuss issues/initiatives with District users
June	Training	End of Year Enrollment and Completion Report (4483) Due Date
June	Development	Monthly Project team meeting and OCTE staff training
June	Development	OCTE review planned system changes with CTEIS vendor and work out details
June	Development	Fully tested and updated system and instructions delivered for X0110 simulation generation
June	Development	All deliverables for previous grant year completed and delivered to OCTE
June	Follow-Up	Provide report suggesting improvements for the next survey
June	Follow-Up	Continue to extend the web-based survey tool
June	Follow-Up	Weekly team meetings
June	Follow-Up	Quarterly CEPD Administrator conference calls to discuss issues/initiatives with District users

Technologies

- These are the software development tools used in the current solution.
- Required Technologies are Identified; if the contractor's version is different, version must be identified.
- For identified Non-Required Technologies alternatives may be proposed and must be identified.

Table R1.2

Technology	Function	Required	Contractor Comments
MS SQL Server 2014 Web Edition	Web Site Development Tool	Yes	
SQL Management Studio	Web Site Development Tool	Yes	
Telerik 2019	Web Site Development Tool	Yes	
Visual Studio 19, ASP.Net MVC Core, Dot Net Core 2.2	Web Site Development Tool	Yes	
Moodle	Document Collaboration	Yes	
Azure Dev Ops	Help Desk Tracking System	Yes	
Adobe Acrobat Pro DC	Documentation and Training Materials	Yes	
Microsoft Office	Documentation and Training Materials	Yes	
DTMB ListServ (GovDelivery)*	Email Notifications to Subscribers	Yes	
PowerBI	Content for Dashboard Reporting	No	
Visual Paradigm 15.2	Web Site Development Tool	No	
WuFoo	Web Site Development Tool	No	
Dot Net Nuke 9.0	Web Content Management system used organize and publish knowledge base items, and for Data Dashboards	No	

YouTube	Host Training Video Content	Yes	
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Technology	Function	Required	Contractor Comments
Click Meeting	eWorkshops and Webinars	No	
Web IQ Survey Resource Tool	eWorkshops and Webinars	No	
Madcap Flare 10.0	Documentation and Training Materials	No	
Adobe Photoshop CC 20.0	Documentation and Training Materials	No	
TechSmith Corp. Camtasia Studio 86	Documentation and Training Materials	No	
TechSmith Corp. Jing	Documentation and Training Materials	No	

*The DTMB ListServ (GovDelivery) is a service provided by the State of Michigan

Training, Reporting and Resource Materials

Table #R1.4

<i>To be completed each Fall or as necessary</i>		
Document/Media	Current name on cteis.com	cteis.com Category
Fall Newsletter	Fall Newsletter CCYY	Newsletters
Fall Doc 01: New User Guide	New User Training Guide	Enrollments
Fall Doc 02: Bldg. User Guide	Fall Data Entry Guide	Enrollments
Fall Doc 03: Import Guide	Importing Expenditures Guide	Expenditures
New User PowerPoint	New User Orientation PowerPoint	Enrollments
New User Videos	New User Orientation Training Video	Enrollments
Fall Data Entry PowerPoint	Fall Data Entry PowerPoint	Enrollments
Expenditures Doc 01: Bldg. User Guide	Expenditures Guide	Expenditures
Expenditures Doc 02: FAQ	Expenditures FAQ	Expenditures
Expenditures Doc 03: Review for FA	Expenditures Review Guide for Fiscal Agent	Expenditures
Expenditures Doc 04: Review for CEPD	Expenditures Review Guide for CEPD	Expenditures
Expenditures PowerPoint	Expenditures PowerPoint	Expenditures
Expenditures Videos	Expenditures Training Video	Expenditures
Follow-Up Doc 01: Protocol Manual	Follow-Up Protocol Manual	Follow-Up
Follow-Up Doc 02: Instructional Guide	Follow-Up Instructional Guide	Follow-Up
Follow-Up Doc 03: Local Contact Memo	Local Contact Memo	Follow-Up
Follow-Up Doc 04: SSC Memo	CEPD Admin Memo	Follow-Up
Follow-Up Doc 05: Schedule	Follow-Up Workshop Schedule	Follow-Up
Follow-Up Doc 06: Intro Script	Survey Form Intro Script	Follow-Up
Follow-Up Doc 07: Student Survey	Student Survey Form	Follow-Up
Follow-Up Doc 08: Proxy Survey	Proxy Survey Form	Follow-Up
Follow-Up Doc 09: Mail Survey	Mail Survey Form	Follow-Up
Follow-Up Doc 10: FAQ	Follow-Up FAQ	Follow-Up
Follow-Up Doc 11: Review for FA	Follow-Up Review Guide for FA	Follow-Up
Follow-Up Doc 12: Review for CEPD	Follow-Up Review Guide for CEPD	Follow-Up
Follow-Up PowerPoint	Follow-Up PowerPoint	Follow-Up
Follow-Up Videos	Follow-Up Training Video	Follow-Up
X0610 Report Interpretation Guide	Guide on interpreting Follow-Up reports	Follow-Up
X0611 Report Interpretation Guide	Guide on interpreting Follow-Up reports	Follow-Up
T1608 Report Interpretation Guide	Guide on interpreting Follow-Up reports	Follow-Up

<i>To be completed each Spring or as necessary</i>		
Document/Media	Current name on cteis.com	cteis.com Category
Spring Newsletter	Spring Newsletter CCYY	Newsletters
Optimizing Spring Enroll. Bldg. User Guide	2018-2019 Optimizing Spring Enrollment Guide	Enrollments
Optimizing Spring Enroll. PowerPoint	2018-2019 Optimizing Spring Enrollment PowerPoint	Enrollments
Optimizing Spring Enroll. Videos	Optimizing Spring Enrollment Training Videos	Enrollments
E&CC Doc 01: Bldg. User Guide	Enrollment & Completion Collection	Enrollments
E&CC Doc 02: Error Res. Guide	Enrollment & Completion Collection Error Resolution Guide	Enrollments
E&CC Doc 03: FAQ	Enrollment & Completion Collection FAQ	Enrollments
E&CC Doc 04: Review for FA	Enrollment & Completion Collection Review Guide for FA	Enrollments
E&CC Doc 05: Review for CEPD	Enrollment & Completion Collection Review Guide for CEPD	Enrollments
E&CC PowerPoint	Enrollment & Completion Collection PowerPoint	Enrollments
E&CC Videos	Enrollment & Completion Collection Training Videos	Enrollments
<i>To be completed each Fall and Spring or as Necessary</i>		
Document/Media	Current name on cteis.com	cteis.com Category
FA/CEPD Doc 01: Responsibilities of the FA	CTEIS Responsibilities of the FA	General/Fiscal
FA/CEPD Doc 01: Responsibilities of the CEPD	CTEIS Responsibilities of the CEPD	General/CEPD
FA Training PowerPoint	Training Presentation – CTEIS Responsibilities of the FA	General/Fiscal
CEPD Training PowerPoint	Training Presentation – CTEIS Responsibilities of the CEPD	General/CEPD
<i>To be completed each Winter or as Necessary</i>		
Document/Media	Current name on cteis.com	cteis.com Category
Winter Newsletter	Winter Newsletter CCYY	Newsletters
<i>Resources and Report Descriptions to be Updated as Necessary</i>		
Building Rpts: Student Rpts: Bad UIC Rpt		CTEIS Rpt Descript
Building Rpts: Student Rpts: UIC with no Current MSDS Rpt		CTEIS Rpt Descript
Building Rpts: Student Rpts: Class Student List Rpt		CTEIS Rpt Descript
Building Rpts: Student Rpts: Completers in Another District		CTEIS Rpt Descript
Building Rpts: Student Rpts: Current Year Missing Grades		CTEIS Rpt Descript
Building Rpts: Student Rpts: Sending Building Counts Rpt		CTEIS Rpt Descript
Building Rpts: Student Rpts: Program Counts		CTEIS Rpt Descript
Building Rpts: Student Rpts: Program Enrollment History Rpt		CTEIS Rpt Descript
Building Rpts: Student Rpts: Special Populations		CTEIS Rpt Descript
Building Rpts: Student Rpts: Special Population – Alpha		CTEIS Rpt Descript
Building Rpts: Student Rpts: Special Population – Class		CTEIS Rpt Descript
Building Rpts: Student Rpts: Special Population – Summary		CTEIS Rpt Descript
Building Rpts: Student Rpts: Segment Q Class List Rpt		CTEIS Rpt Descript
Building Rpts: Student Rpts: EMC and Dual Enrollment Rpt		CTEIS Rpt Descript
Building Rpts: Program/Course Rpts: Active District Staff Listing		CTEIS Rpt Descript
Building Rpts: Program/Course Rpts: Instructional Design Rpt		CTEIS Rpt Descript
Building Rpts: Program/Course Rpts: Multi-Year Instructional Design Rpt		CTEIS Rpt Descript

Building Rpts: Program/Course Rpts: List of Courses for Buildings	CTEIS Rpt Descript
Building Rpts: Program/Course Rpts: List of Courses for PSN	CTEIS Rpt Descript
Building Rpts: Program/Course Rpts: Secondary Taxonomy	CTEIS Rpt Descript
Building Rpts: Program/Course Rpts: Current Year Building Staff List w/Assignments	CTEIS Rpt Descript
Funding Reports: District Total Reimbursement (X0106)	CTEIS Rpt Descript
Funding Reports: The Section 61a (1) Funding Report by PSN (X0107)	CTEIS Rpt Descript
Funding Reports: Section 61a (1) Funding Report by CIP Code (X0108)	CTEIS Rpt Descript
Funding Reports: State Total Section 61a (1) Funds (x0110 Summary)	CTEIS Rpt Descript
Funding Reports: The CEPD Total Section 61a (1) Funds (X0110 CEPD)	CTEIS Rpt Descript
Funding Reports: State Total Reimbursement by CIP Code and Pathway	CTEIS Rpt Descript
Year End Reports: X0506 Enrollment Breakouts	CTEIS Rpt Descript
Year End Reports: X0503 Enrollment Totals	CTEIS Rpt Descript
Year End Reports: Enrollment and Termination Report	CTEIS Rpt Descript
Program Enrollment and Completion Report	CTEIS Rpt Descript
Follow-Up Rpts: X0610 Interpretation Guide	CTEIS Rpt Descript
Follow-Up Rpts: X0611 Interpretation Guide	CTEIS Rpt Descript
Follow-Up Rpts: T1608 Interpretation Guide	CTEIS Rpt Descript
District CPI Reports: Area Totals	CTEIS Rpt Descript
District CPI Reports: Area Totals – By CIP Code	CTEIS Rpt Descript
District CPI Reports: Area Totals – By Cluster	CTEIS Rpt Descript
District CPI Reports: Area Totals – CPI Trends	CTEIS Rpt Descript
District CPI Reports: Area Totals – CPI Special Populations	CTEIS Rpt Descript
Section 113 Perkins Core Indicators of Performance: Perkins Data 2017	CTEIS Rpt Descript
Section 113 Perkins Core Indicators of Performance: Perkins Data 2016	CTEIS Rpt Descript
CTEIS Data Flow	Resource/CTEIS
Fiscal Agents: Manage Users Guide	Resource/FA
Fiscal Agents: Level 5 Application Form (CTEIS Security Authorization Form)	Resource/FA
CEPD Options (Guide for Completion)	Resource/CEPD
Importing Students Guide	Resource/Imports
Importing Courses Guide	Resource/Imports
File Formats for Importing Students: Excel File Import Specifications	Resource/Imports
File Formats for Importing Students: Excel Headings File	Resource/Imports
File Formats for Importing Students: Text File Import Specifications	Resource/Imports
File Formats for Importing Students: Text Headings File	Resource/Imports
File Formats for Importing Courses: Excel File Import Specifications	Resource/Imports
File Formats for Importing Courses: Excel Headings File	Resource/Imports
File Formats for Importing Courses: Text File Import Specifications	Resource/Imports
Instructional Design Forms	Enrollment
CTE Segments and Grades	Enrollment
Directions for Updating MSDS Records within CTEIS	Enrollment
PIC Users Guide	Enrollment
Manage Staff Instructions	Enrollment
UIC Resolution Guide	Enrollment
Manage Students Guide	Enrollment
Expenditures Header Template	Expenditures

Datasets

The following indicates the up and down stream datasets within the system and the method used for connectivity.

Table R1.7.

Data Set	Source System	Connectivity Type
Student (UIC resolution)	CEPI MSDS	UIC Service
Teacher Identifier (PIC)	CEPI REP	UIC Service
Teacher Effectiveness	CEPI REP	Excel Spreadsheet
Student Graduation	CEPI GAD	Excel Spreadsheet
Entity Data	CEPI EEM	SQL Data Tables (Gateway VPN)
Title I, Title III Building	CEPI EEM	SQL Data Tables (Gateway VPN)
Student Attendance	Student Information Systems -	Excel Spreadsheet
CTEIS Program Serial Numbers (PSN)	CTEIS	Excel Spreadsheet
SAT, WorkKeys, Test Center, AI Codes	CTEIS	SQL Data Tables (Gateway VPN)
Student LEP	CTEIS	SQL Data Tables (Gateway VPN)
Student Assessment Scores	CTEIS	SQL Data Tables (Gateway VPN)
MICIP Data Extract (to be defined)	CTIES	API or Web Services
Authorized Users – Authentication	MEIS	Web Service
CTE Teacher Certification Data	MOECS	Excel Spreadsheet

Production Web Site Listing

The following lists the production web site information. Each production site has equivalent test and development environments.

Table R1.11

Current Web Site Address	URL by 6/30/2020	Description
https://cteis.com/	https://cteis.com/	Production site for the CTEIS application
https://CTEISReports.com/	https://Reports.CTEIS.com	Production site for the CTEIS report application
https://CTEISStudentFollowUp.com/	https://StudentFollowUp.CTEIS.com	Production site for CTEIS student follow up
https://API.CTEIS.com/	https://API.CTEIS.com/	API for the CTEIS application
https://OCTEMoodle.com/	https://Moodle.CTEIS.com	Moodle site for OCTE document collaboration
http://Analytics.PTDTechnology.com/	https://Analytics.CTEIS.com	Production site for CTEIS Dashboard information

Current Hosting Environment Description

Table R3.0

Hosting Location	Hosted Externally (private vendor)
Server Type	Physical
Enterprise Storage Type	Internal Server Disk
Storage Size	Using-465 Allocated- 1 TB
Chip Architecture	Intel Xeon E3-1271 v3 Quad-Core

Legislative Deliverables

Table #R6.3

These are the projected data collection and reporting deliverables annually as required by Perkins V and the State of Michigan School Aid Act, PA 94 of 1979.

1. 4483 – End of Year Student Enrollment and Completion Reporting
 - a. X0106 Funding Report (Fiscal district Level Section 61a1 Funds)
 - b. X0107 Funding Report (Program Level Section 61a1 Funds in CEPD order)
 - c. X0108 Funding Report (Program Level Section 61a1 Funds in CIP Code order)
 - d. X0110 State Total Section 61a1 Funds (State Summary)
 - e. X0110 CEPD Total Section 61a1 Funds (CEPD Level)
 - f. State Total Reimbursement by CIP Code and Cluster Report
2. CEPD Options Reporting
 - a. X0112 CEPD Options Report
3. Student Credential Reports (To Be Developed)
4. Student Work-Based Learning Reports (To Be Developed)
5. Student Enrollment Breakout Reports (by Gender, Race, Special Population, CIP Code, Region, CEPD, Fiscal district, Operating Agency, Operating Building, and Program Serial Number)
 - a. X0503 Unduplicated Enrollment Totals
 - b. X0506 Unduplicated Enrollment Breakouts
 - c. Program Enrollment and Completion Report (Duplicated)
6. Follow-Up Reports
 - a. X0610 Summary Results of Student Follow-up Survey
 - b. X0611 Crosstab of Employment and Continuing Education
 - c. T1608 Follow-up Survey Questions
7. 4033 CTE District Expenditure Reporting
 - a. X1504 CTE Expenditure Analysis Summary
8. Program Detail Reports
 - a. Secondary Taxonomy
 - b. Geographical Program Distribution
 - c. CEPD Administrator List
 - d. 3-Year Instructional Design
 - e. Building Summary Report
9. Civil Rights Compliance Review Reports (CRCR)

- a. CRCR Point Value Maintenance
- b. CRCR History Visitation Maintenance
- 10. Technical Review Assistance and Compliance Reports (TRAC)
 - a. Credentials by Region and Year
 - b. Reading and Math Assessment Summary Report
 - c. Summary of Special Populations Information by Region
 - d. Summary of Special Populations Information by Building
 - e. Summary of Special Populations by Class
- 11. CTE EDEN - EdFacts Reporting
- 12. CTE Longitudinal Data Table (rptStudentProgram EOY) shared with CEPI
- 13. Consolidated Annual Report (CAR)
- 14. District and Building Reports
 - a. Class Student List
 - b. Bad UIC by Building
 - c. UICs with no Current MSDS Record
 - d. Missing Grades Report
 - e. Sending Building Counts
 - f. EMC and Dual Enrollment Reports
 - g. Program Counts
 - h. Program Enrollment History
 - i. Special Populations Reports
- 15. Perkins Core Performance Indicator (CPI) Reports
 - a. Area Totals by CIP Code
 - b. Area Totals by Cluster
 - c. Area Totals by Race and Gender
 - d. Area Totals by Special Populations
 - e. CPI Indicators
 - f. CPI Trends
- 16. REP Report – List of CTE teachers by gender, race in each PSN
- 17. Teacher Certification Report – List of current teachers and certification status
- 18. Early Middle College Reports that show CTE EMC data by PSN (number of students in a CIP, number of student completers that were EMC students, etc.)
- 19. CPI Reports by operating agency x CIP code
 - a. Work-Based Learning
 - b. College Credits Earned in CTE
- 20. Reports comparing LMI job openings to CTE enrollment, concentrators, completers (based on the projected job openings used in the Rank List)
- 21. Follow up reports by operating district x CIP code
- 22. Follow up reports by special populations student categories
- 23. Report comparing special populations enrollment by county (or ISD) to CTE
- 24. Report on Students in Work-Based Learning – as determined by the Office of Career and Technical Education

25. Report of Students that are Dual Enrolled for college credit – as determined by the Office of Career and Technical Education
26. MME Student Reports for state assessments (reading, math, science) based on current year
27. Credentials Reports – as determined by the Office of Career and Technical Education
 - a. Report that lists number and percent of students eligible for a credential and other credential reports as determined by the Office of Career and Technical Education
28. Any other required reports at the discretion of OCTE

SCHEDULE B

Maintenance and Support Schedule

The parties agree as follows:

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

“Contact List” means a current list of Contractor contacts and telephone numbers set forth in the attached **Exhibit 1** to this Schedule to enable the State to escalate its Support Requests, including: (a) the first person to contact; and (b) the persons in successively more qualified or experienced positions to provide the support sought.

“Critical Service Error” has the meaning set forth in the Service Level Table.

“Error” means, generally, any failure or error referred to in the Service Level Table.

“First Line Support” means the initial identification, diagnosis and correction of Errors by Contractor.

“High Service Error” has the meaning set forth in the Service Level Table.

“Low Service Error” has the meaning set forth in the Service Level Table.

“Medium Service Error” has the meaning set forth in the Service Level Table.

“Resolve” and the correlative terms, **“Resolved”**, **“Resolving”** and **“Resolution”** each have the meaning set forth in **Section 3.4**

“Service Credit” has the meaning set forth in **Section 4.1**

“Second Line Support” means the identification, diagnosis and correction of Errors by the provision of (a) telephone and email assistance by a qualified individual on the Contact List and remote application support, or (b) on-site technical support at the State's premises by a qualified individual on the Contact List.

“Service Levels” means the defined Error and corresponding required service level responses, response times, Resolutions and Resolution times referred to in the Service Level Table.

“Service Level Table” means the table set out in **Section 3.4**

“State Systems” means the State's information technology infrastructure, including the State's computers, software, databases, electronic systems (including database management systems) and networks.

“Support Hours” means 8 a.m. to 5 p.m. Monday through Friday, Eastern time.

"Support Period" means the period of time beginning 90 days after the date the Software has entered full production mode and ending on the date the Contract expires or is terminated.

"Support Request" has the meaning set forth in **Section 3.2**.

2. Maintenance.

2.1 Maintenance Releases and New Versions. During the Support Period, Contractor shall provide the State, at no additional charge, with all maintenance releases and new versions for the Software as requested by the State.

2.2 Documentation. Contractor shall provide the State, at no additional charge, adequate Documentation for the maintenance release or new version, which has been developed and tested by Contractor, and Accepted by the State.

3. Support Services. Contractor shall perform all First Line Support and Second Line Support and other Support Services during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the Contract, including the Service Levels and other Contractor obligations set forth in this **Section 3**.

3.1 Support Service Responsibilities. Contractor shall:

- (a) provide unlimited telephone support during all Support Hours;
- (b) respond to and Resolve all Support Requests in accordance with the Service Levels;
- (c) provide unlimited remote Second Line Support to the State during all SupportHours;
- (d) provide on-premise Second Line Support to the State if remote Second Line Supportwill not Resolve the Error; and
- (e) provide to the State all such other services as may be necessary or useful to correct an Error or otherwise fulfill the Service Level requirements, including defect repair, programming corrections and remedial programming.

3.2 Support Requests. The State may request Support Services by way of a Support Request. The State shall classify its requests for Error corrections in accordance with the support request classification and definitions of the Service Level Table set forth in **Section 3.4** (each a "**Support Request**"). The State shall notify Contractor of each Support Request by e-mail or telephone. The State shall include in each Support Request a description of the reported Error and the time the State first observed the Error.

3.3 State Obligations. The State shall provide the Contractor with each of the following to the extent reasonably necessary to assist Contractor to reproduce operating conditions similar to those present when the State detected the relevant Error and to respond to and Resolve the relevant Support Request:

- (i) if not prohibited by the State's security policies, remote access to the State Systems, and if prohibited, direct access at the State's premises;

- (ii) output and other data, documents, and information, each of which is deemed the State's Confidential Information as defined in the Contract; and
- (iii) such other reasonable cooperation and assistance as Contractor may request.

3.4 Service Level Table. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. "**Resolve**", "**Resolved**", "**Resolution**" and correlative capitalized terms mean, with respect to any particular Support Request, that Contractor has corrected the Error that prompted that Support Request and that the State has confirmed such correction and its acceptance of it in writing. Contractor shall respond to and Resolve all Support Requests within the following times based on the State's designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after Contractor's investigation of the reported Error and consultation with the State:

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
Critical Service Error	(a) Issue affecting entire Software system or single critical production function; (b) Software down or operating in materially degraded state; (c) Data integrity at risk; (d) Material financial impact; (e) Widespread access interruptions: or (f) Classified by the state as a Critical Service Error	Contractor shall acknowledge receipt of a Support Request within thirty (30) minutes.	Contractor shall Resolve the Support Request as soon as practicable and no later than four (4) hours after Contractor's receipt of the Support Request. If the Contractor Resolves the Support Request by way of a work-around accepted in writing by the State, the support classification assessment will be reduced to a High Service Error.
High Service Error	(a) A Critical Service Error for which the State has received, within the Resolution time for Critical	Contractor shall acknowledge receipt of a Support Request or, where applicable, the State's written	Contractor shall Resolve the Support Request as soon as practicable and no later than two (2)

	<p>Service Errors, a work-around that the State has accepted in writing; or</p> <p>(b) Primary component failure that materially impairs Software's performance;</p> <p>(c) Data entry or access is materially impaired on a limited basis; or</p> <p>(d) performance issues of severe nature impacting critical processes</p>	<p>acceptance of a Critical Service Error work-around, within twenty-four (24) hours.</p>	<p>Business Days after Contractor's receipt of the Support Request or, where applicable, the State's written acceptance of a Critical Service Error work-around.</p>
Medium Service Error	<p>An isolated or minor Error in the Software that meets any of the following requirements:</p> <p>(a) does not significantly affect Software functionality;</p> <p>(b) can or does impair or disable only certain non-essential Software functions; or</p> <p>(c) does not materially affect the State's use of the Software</p>	<p>Contractor shall acknowledge receipt of the Support Request within two (2) Business Days.</p>	<p>Contractor shall Resolve the Support Request as soon as practicable and no later than ten (10) Business Days after Contractor's receipt of the Support Request.</p>

3.5 Escalation to Parties' Project Managers. If Contractor does not respond to a Support Request within the relevant Service Level response time, the State may escalate the Support Request to the parties' respective Project Managers and then to their respective Contract Administrators.

3.6 Time Extensions. The State may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response or Resolution times.

3.7 Contractor Updates. Contractor shall give the State monthly electronic or other written reports and updates of:

- (a) the nature and status of its efforts to correct any Error, including a description of the Error and the time of Contractor's response and Resolution.
- (b) its Service Level performance, including Service Level response and Resolution times; and
- (c) the Service Credits to which the State has become entitled.

4. Service Credits.

4.1 Service Credit Amounts. If the Contractor fails to respond to a Support Request within the applicable Service Level response time or to Resolve a Support Request within the applicable Service Level Resolution time, the State will be entitled to the corresponding service credits specified in the table below ("**Service Credits**"), provided that the relevant Error did not result from a State Cause.

Support Request Classification	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
Critical Service Error	An amount equal to 5% of the then current monthly Support Fee for each hour by which Contractor's response exceeds the required Response time.	An amount equal to 5% of the then current monthly Support Fee for each hour by which Contractor's Resolution of the Support Request exceeds the required Resolution time.
High Service Error	An amount equal to 3% of the then current monthly Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's response exceeds the required Response time.	An amount equal to 3% of the then current monthly Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's Resolution of the Support Request exceeds the required Resolution time.

4.2 Compensatory Purpose. The parties intend that the Service Credits constitute compensation to the State, and not a penalty. The parties acknowledge and agree that the State's harm caused by Contractor's delayed delivery of the Support Services would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Service Credits are a reasonable estimate of the anticipated or actual harm that might arise from Contractor's breach of its Service Level obligations.

4.3 Issuance of Service Credits. Contractor shall, for each monthly invoice period, issue to the State, together with Contractor's invoice for such period, a written acknowledgment setting forth all Service Credits to which the State has become entitled during that invoice period. Contractor shall pay the amount of the Service Credit as a debt to the State within fifteen (15) Business Days of issue of the Service Credit acknowledgment, provided that, at the State's option, the State may, at any time prior to Contractor's payment of such debt, deduct the Service Credit from the amount payable by the State to Contractor pursuant to such invoice.

4.4 Additional Remedies for Service Level Failures. Contractor's repeated failure to meet the Service Levels for Resolution of any Critical Service Errors or High Service Errors, or any combination of such Errors, within the applicable Resolution time set out in the Service Level Table will constitute a material breach under the Contract. Without limiting the State's right to receive Service Credits under this **Section 4**, the State may terminate this Schedule for cause in accordance with terms of the Contract.

5. Communications. In addition to the mechanisms for giving notice specified in the Contract, unless expressly specified otherwise in this Schedule or the Contract, the parties may use e-mail for communications on any matter referred to herein

EXHIBIT 1
Contractor Contact List

Contractor Contract Administrator. Contractor identifies the individual appointed by it to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

Contractor
Name: Jennifer Hogan Address: 3001 Coolidge Rd, East Lansing, MI Phone: 517-333-9363 Email: Jennifer.Hogan@PTDTechnology.com

Contractor Project Manager. Contractor identifies the Contractor Project Manager who will serve as the primary contact with regard to services who will have the authority to act on behalf of the Contractor in matters pertaining to the implementation services.

Contractor
Name: Douglas Wiesner Address: 3001 Coolidge Rd, East Lansing, MI Phone: 517-333-9363 Email: Doug.Wiesner@PTDTechnology.com

Contractor Service Manager. Contractor provides the name of individual to serve as primary contact with respect to the Services, who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Support Services.

Contractor
Name: Douglas Wiesner Address: 3001 Coolidge Rd, East Lansing, MI Phone: 517-333-9363 Email: Doug.Wiesner@PTDTechnology.com

Contractor Security Officer. Contractor provides the name of individual to respond to State inquiries regarding the security of the Contractor's systems. This person must have sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto.

Contractor
Name: Douglas Wiesner Address: 3001 Coolidge Rd, East Lansing, MI Phone: 517-333-9363 Email: Doug.Wiesner@PTDTechnology.com

Exhibit C.

Pricing Table

Contractor: PTD Technology

Updated: April 14, 2020

CTEIS Info System and CTE Follow Up Survey Support Center

Separately "Sealed" Pricing proposal

Below, please find the pricing for the implementation and maintenance and support of the deliverables defined by this RFP. PTD Technology understands that the State of Michigan does not pay for overtime or travel expenses.

1. **WBS detail:** PTD is presenting the pricing broken down by Work Breakdown Structure (WBS) so that State may better delineate pricing for each component.
2. **Annual Hours/Rates Table:** Following the WBS pricing detail, PTD presents the table of Roles recommended, with projected hours for the year, and corresponding pay rates.
3. **Licensing:** Annual Subscription-based licensing is only applicable to the CTE Data Dashboards, which is a PTD Technology owned and licensed product. Licenses are provided on a yearly basis.
4. **Ancillary Services:** The Rate Tables below, and corresponding roles would also apply to any Ancillary Services that the State of Michigan may request as a part of this project.
5. **Hosting:** Hosting of CTEIS 2020 is \$6,000 per year, or \$500 per month.

			Costs
WBS	1.1	Server Migration and Support	\$24,093.00
	1.2.1.1	19-20 Enrollment Processing Credential Reporting 61a1 Processing and Reports CPI Processing and Reports Federal Reporting Assistance Year End Reports	\$72,890.00
	1.2.1.2	20-21 Enrollment Processing Enrollment Review and new Requirements Updates to Enrollment Processing Enrollment collection and monitoring Enrollment Collection Opens EMC and Dual Enrollment Collection Final Student Enrollment Deadline Updates to CEPD Options CEPDOptions	\$90,124.00

		EOY Completion Due	
		Work Based Learning	
		Credential Reporting	
1.2.2	19-20 Expenditures		\$55,056.00
		Review new Expenditures Requirements	
		Process Updates in System	
		Test/Pilot Updates	
		Expenditures Collection with Monitoring	
		Expenditures Due Nov. 15th	
		Program Cost Review	
		Recoup Report X1504	
1.2.3	20-21 Follow Up		\$38,000.00
		Follow Up Review report and Meeting next year	
		Update Web-based survey Tools	
		Follow Up Data Collection with Monitoring	
		Follow Up Collection Due	
		Process Follow Up Data	
		X0610	
		X0611	
		T1608	
		Reports by OA and CIP	
		Reports by Spec Pops.	
1.2.4	Administrative Functions		\$50,945.00
		CRCR	
		TRAC Reporting	
		CEPD Maintenance	
		Manage Users	
		Program Details Reports	
		Teacher Reports	
		EMC Reports	
		System Maintenance	
		Data Code Manual	
		Master Directory	
		Program Maintenance	
1.3.1	Enrollment Training and Documentation		\$29,000.00
		New User Training (Webinar x3)	
		Fall Training (Webinar x3)	
		Opt. Spring Enroll. Training (Webinar x2; eWorkshop x1)	

		E&CC Training (Live x3; Webinar x3) Completing Spr. Enrollment Training (eWorkshop x1) Documentation	
1.3.2	Expenditures Training and Documentation		\$20,000.00
	Exp Training		
		Documentation	
1.3.3	Follow Up Training and Documentation		\$20,002.00
	Follow-Up Training (Webinar x4; eWorkshop x1)		
		Documentation	
1.3.4	On-Call Technical Support		\$26,426.00
1.5	Project Management		\$39,000.00
	Status Meetings		
	Quarterly Financial Progress Reports		
	CEPD Conference Call		
	Training Quarterly Status Meeting and Report		
	EASA Support		
	SSP Support		
	ICE Support		
	Security Log Processing and Reporting		
1.6	Hosting		\$6,000

CTEIS 2020 Development, Maintenance, Training and Support: \$471,536.00

Licensing.

Yearly license for CTE Data Dashboards. Includes yearly data loading of enrollment and CPI data.
Yearly cost: \$5,000

Projected Hours and Rates for CTEIS 2020 (Hourly rates also apply for Ancillary Professional Services) –

Role	Annual Hours	Hr. Rate	Proposed Hrs.
Project Manager		\$125.40	255
Business Analyst		\$114.00	85
Security Officer		\$114.00	85
Contract Administrator		\$104.50	85
Senior Programmer/Analyst		\$98.80	2240
Junior Programmer/Analyst		\$90.25	320
Quality Assurance		\$89.30	170
Senior Trainer/Training Manager		\$94.03	90
Technical Writer		\$90.29	1200
Customer Support		\$88.37	290
Scheduler		\$85.00	12

Anticipated Tools to be used for development and management.

All of these tools are anticipated to be used but will not be in addition charge to the state.

Technology	Function
MS SQL Server 2014 Web Edition	Web Site Development Tool
SQL Management Studio	Web Site Development Tool
Telerik 2019	Web Site Development Tool
Visual Studio 19, ASP.Net MVC Core, Dot Net Core 2.2	Web Site Development Tool
Moodle	Document Collaboration
Azure Dev Ops	Help Desk Tracking System
Adobe Acrobat Pro DC	Documentation and Training Materials
Microsoft Office	Documentation and Training Materials
DTMB ListServ (GovDelivery)*	Email Notifications to Subscribers
PowerBI	Content for Dashboard Reporting
Visual Paradigm 15.2	Web Site Development Tool
WuFoo	Web Site Development Tool
Dot Net Nuke 9.0	Web Content Management system used organize and publish knowledge base items, and for Data Dashboards
YouTube	Host Training Video Content
Click Meeting	eWorkshops and Webinars
Web IQ Survey Resource Tool	eWorkshops and Webinars
Madcap Flare 10.0	Documentation and Training Materials
Adobe Photoshop CC 20.0	Documentation and Training Materials
TechSmith Corp. Camtasia Studio 86	Documentation and Training Materials
TechSmith Corp. Jing	Documentation and Training Materials

SCHEDULE D

Data Security Requirements

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

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

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

“FIPS” means Federal Information Processing Standards.

“FISMA” means The Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014)).

“NIST” means the National Institute of Standards and Technology.

“PSP” means the State’s IT Policies, Standards and Procedures

“SSAE” means Statement on Standards for Attestation Engagements.

2. Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto (**“Contractor Security Officer”**). The Contractor Security Officer will be considered Key Personnel under the Contract.

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

3.1. host the Software and State Data in a FedRAMP authorized cloud hosting solution, and Contractor must maintain FedRAMP authorization for the Hosted Services throughout the Term

3.2. ensure that the Software and State Data is securely hosted, supported, administered, and accessed in a data center that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

3.3. maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State’s Confidential Information that comply with the requirements of the State’s data security policies as set forth in the Contract, and must, at a minimum, remain compliant with FISMA and the NIST Special Publication 800.53 (most recent version) MOD Controls using minimum control values as established in the applicable SOM PSP’s;

3.4. provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of the

State's Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards;

3.5. take all reasonable measures to:

- (a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and
- (b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State's Confidential Information;

3.6. ensure that State Data is encrypted in transit and at rest using FIPS validated encryption modules with AES encryption and 256bit or higher encryption keys;

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

3.8. ensure the Hosted Services use FISMA compliant multi-factor authentication for privileged/administrative and other identified access; and

3.9. assist the State, at no additional cost, with development and completion of a system security plan using the State's automated governance, risk and compliance (GRC) platform.

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

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

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

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

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

6.3. if requested by the State, provide a copy of Contractor's SSAE 16/18 SOC 2 Type 2 or Type 3 audit report of the NIST 800-53 controls report or the FedRAMP SSP to the State within thirty (30) days after Contractor's receipt of such report. Any such audit reports will be recognized as Contractor's Confidential Information.

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

SCHEDULE E

Service Level Agreement

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

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

“Availability” has the meaning set forth in **Section 4(a)**.

“Availability Requirement” has the meaning set forth in **Section 4(a)**.

“Available” has the meaning set forth in **Section 4(a)**.

“Contractor Service Manager” has the meaning set forth in **Section 3.1**.

“Corrective Action Plan” has the meaning set forth in **Section 5.6**.

“Critical Service Error” has the meaning set forth in **Section 5.4(a)**.

“Exceptions” has the meaning set forth in **Section 4.2**.

“Force Majeure Event” has the meaning set forth in **Section 6.1**.

“High Service Error” has the meaning set forth in **Section 5.4(a)**.

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

“Low Service Error” has the meaning set forth in **Section 5.4(a)**.

“Medium Service Error” has the meaning set forth in **Section 5.4(a)**.

“Resolve” has the meaning set forth in **Section 5.4(b)**.

“Scheduled Downtime” has the meaning set forth in **Section 4.3**.

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

“Service Availability Credits” has the meaning set forth in **Section 4.6(a)**.

“Service Error” means any failure of any Hosted Service to be Available or otherwise perform in accordance with this Schedule.

“Service Level Credits” has the meaning set forth in **Section 5.5**.

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

“Service Period” has the meaning set forth in **Section 4(a)**.

“Software” has the meaning set forth in the Contract.

“Software Support Services” has the meaning set forth in **Section 5**.

“State Service Manager” has the meaning set forth in **Section 3.2**.

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

“Support Request” has the meaning set forth in **Section 5.4(a)**.

“Support Service Level Requirements” has the meaning set forth in **Section 5.4**.

“Term” has the meaning set forth in the Contract.

2. Services.

2.1 Services. Throughout the Term, Contractor will, in accordance with all terms and conditions set forth in the Contract and this Schedule, provide to the State and its Authorized Users the following services:

(a) the hosting, management and operation of the Software and other services for remote electronic access and use by the State and its Authorized Users (**“Hosted Services”**);

(b) the Software Support Services set forth in **Section 5** of this Schedule;

3. Personnel

3.1 Contractor Personnel for the Hosted Services. Contractor will appoint a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Software Support Services (the **“Contractor Service Manager”**). The **Contractor Service Manager** will be considered Key Personnel under the Contract.

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

4. Service Availability and Service Availability Credits.

(a) Availability Requirement. Contractor will make the Hosted Services Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a “**Service Period**”), at least 99.98% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the “**Availability Requirement**”). “**Available**” means the Hosted Services are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. “**Availability**” has a correlative meaning. The Hosted Services are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: $(\text{Actual Uptime} - \text{Total Minutes in Service Period Hosted Services are not Available Due to an Exception}) \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Hosted Services are not Available Due to an Exception}) \times 100 = \text{Availability}$.

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

- (a) failures of the State’s or its Authorized Users’ internet connectivity;
- (b) Scheduled Downtime as set forth in **Section 4.3**.

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

4.4 Software Response Time. Software response time, defined as the interval from the time the end user sends a transaction to the time a visual confirmation of transaction completion is received, must be less than two (2) seconds for 98% of all transactions. Unacceptable response times shall be considered to make the Software unavailable and will count against the Availability Requirement.

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

4.6 Remedies for Service Availability Failures.

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

Availability	Credit of Fees
≥99.98%	None
<99.98% but ≥99.0%	15%
<99.0% but ≥95.0%	50%
<95.0%	100%

(b) Any Service Availability Credits due under this **Section 4.6** will be applied in accordance with payment terms of the Contract.

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

5. Support and Maintenance Services. Contractor will provide Hosted Service maintenance and support services (collectively, **"Software Support Services"**) in accordance with the provisions of this **Section 5**. The Software Support Services are included in the Services, and Contractor may not assess any additional fees, costs or charges for such Software Support Services.

5.1 Support Service Responsibilities. Contractor will:

- (a) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;
- (b) provide unlimited telephone support 8 a.m. to 5 p.m. Eastern, Monday thru Friday;
- (c) provide unlimited online support 24 hours a day, seven days a week;
- (d) provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and
- (e) respond to and Resolve Support Requests as specified in this **Section 5**.

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

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

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

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

- (i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;
- (ii) if Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 5.4**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and
- (iii) notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

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

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

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

5.4 Support Service Level Requirements. Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 5.4 ("Support Service Level Requirements")**, and the Contract.

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

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

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

respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
Critical Service Error	One (1) hour	Three (3) hours	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
High Service Error	One (1) hour	Four (4) hours	Three percent (3%) of the Fees for the month in which the initial Service Level	Three percent (3%) of the Fees for the month in which the initial Service Level

			Failure begins and three percent (3%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	Failure begins and three percent (3%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
Medium Service Error	Three (3) hours	Two (2) Business Days	N/A	N/A
Low Service Error	Three (3) hours	Five (5) Business Days	N/A	N/A

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

5.5 Support Service Level Credits. Failure to achieve any of the Support Service Level Requirements for Critical and High Service Errors will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section 5.4(b)** ("**Service Level Credits**") in accordance with payment terms set forth in the Contract.

5.6 Corrective Action Plan. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, Contractor will promptly investigate the root causes of these Service Errors and provide to the State within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the State's review, comment and approval, which, subject to and upon the State's written approval, shall be a part of, and by this reference is incorporated in, the Contract as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan must include, at a minimum: (a) Contractor's commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service

Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no additional charge for Contractor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

6. Disaster Recovery and Backup.

6.1 Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

(a) maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 48 hours, and a Recovery Time Objective (RTO) of 48 hours (the "**DR Plan**"), and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. Contractor's current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan are attached as **Schedule F**. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance. Contractor will provide the State with copies of all such updates to the Plan within fifteen (15) days of its adoption by Contractor. All updates to the DR Plan are subject to the requirements of this **Section 6**;

(b) provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after Contractor's receipt or preparation. If Contractor fails to reinstate all material Hosted Services within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Contract, in its sole discretion, immediately terminate this Contract as a non-curable default;

(c) maintain any additional backup requirements set forth in this Contract, including the Statement of Work; and

(d) retain data pursuant to any data retention requirements set forth in this Contract, including the Statement of Work.

SCHEDULE F Disaster Recovery Plan

This plan is based on the current server implementation and will be updated following the migration to the FedRAMP compliant hosting environment. We anticipate the plan to be similar.

Database Backup Plan

The following databases have their files on the C-drive of the server. This drive is backed up periodically by the host company; these backups include the database files. The detailed backup plans for these databases are in addition to the host company's file system backups. Databases whose files are on the F-drive of the server either have a permanent backup stored on the server's F-drive, or are considered temporary, and are not backed up on a regular basis.

Server: H3-CTEIS 67.227.242.175

Backup Destination: server F-drive, separate directories

Database: CTEIS Production

Recovery Model: Full

Backup Schedule: Daily

BACKUP TYPE	TIME OF DAY
Full Backup	2:00am
Transaction Log Backup	8:00am
Transaction Log Backup	9:00am
Differential Backup	10:00am
Transaction Log Backup	11:00am
Transaction Log Backup	12:00 noon
Differential Backup	1:00pm
Transaction Log Backup	2:00pm
Transaction Log Backup	3:00pm
Differential Backup	4:00pm
Transaction Log Backup	5:00pm
Transaction Log Backup	6:00pm
Differential Backup	7:00pm

Retention Schedule: Transaction backups are kept for 7 days; full and differential backups are kept for 21 days.

Database: Moodle

Recovery Model: Simple

Backup Schedule: Weekly

BACKUP TYPE	DAY OF WEEK	TIME OF DAY
Full Backup	Sunday	1:30am

Retention Schedule: 28 days

Database: Master
Recovery Model: Simple
Backup Schedule: Weekly

BACKUP TYPE	DAY OF WEEK	TIME OF DAY
Full Backup	Sunday	12:30am

Retention Schedule: 28 days

Database: MSDB
Recovery Model: Simple
Backup Schedule: Weekly

BACKUP TYPE	DAY OF WEEK	TIME OF DAY
Full Backup	Saturday	1:30am

Retention Schedule: 28 days

Databases: Primary and Secondary Core databases, Primary CTEIS Test database, Primary CTEIS Training database
Recovery Model: Simple
Backup Schedule: Weekly

BACKUP TYPE	DAY OF WEEK	TIME OF DAY
Full Backup	Sunday	every 15 minutes between 12:15am and 1:00am

Retention Schedule: No retention; only one full backup for each database at any given time.

Contingency plans

Contingency: Source code Software Programming issue.

Plan: Depending on the criticality of the issue and a mutual decision between the CTEIS Team and MDE management teams, a resolution date for the fix will be assigned.

A **critical issue** is defined as an issue which shuts down the whole CTEIS system affecting the flow of data through the system. Critical issues will be fixed on an emergency basis. If an issue is found during non-working hours, it will be fixed the next business day.

A **major issue** for the CTEIS system is defined as a breakdown in functionality within the system rendering the subsystems with functionality loss that has led upon temporary solution. These issues will be analyzed, and a planned completion date will be set based on the decision between the CTEIS and MDE management teams.

For **minor issues**, which are determined as minor fixes or enhancements, the issue will be scheduled into one of the monthly / quarterly system releases. Each release will have a capacity plan for an additional number of help desk tickets to be fixed.

All **enhancement requests** will follow the change request process.

Time to restore: As needed

Contingency: Unrecoverable Source code Software Programming issue.

Plan: Restore software application using either Guardian or Azure Dev Ops

Time to restore: 30 min

Contingency: Database loss or corruption

Plan: Restore database from local database back up.

Time to Restore: 1 hr.

Contingency: Operating System failure

Plan: Work with Liquid Web Support to restore operating system

Time to Restore: 2-3 hrs.

Contingency: Hardware failure- localized

Plan: Work with Liquid Web Support to replace hardware and restore back up using Guardian System.

Time to restore: 8 hrs,.

Contingency: Hardware failure – Sitewide

Plan: Work with Liquid Web to provision new server. Install new software from Guardian System or Azure Dev Ops. Restore database from Guardian System back up.

Time to restore: 24 hrs.

SCHEDULE G Licensing Agreement

Schedule G – Licensing of PTD Technology CTE Dashboard

LICENSE AGREEMENT

License Agreement (this “**Agreement**”) is by and between PTD Technology, an IT Services provider, whose principal place of business is East Lansing, Michigan (“**Vendor**”) and the State of Michigan, whose principal place of business is Lansing, Michigan (“**Customer**”). This Agreement specifically refers only to Licensing of PTD Technology’s proprietary CTE Dashboard System, which PTD owns the rights and Intellectual Property to, and not the CTEIS system itself (CTEIS 2020), which is considered work for hire and is owned by Customer. This Licensing Agreement for PTD Technology’s CTE Dashboard system is incorporated into the Contract and as such, the Contract will also apply to PTD Technology’s CTE Dashboard system, with the exception of the specifically exempted or stated rights and ownership documented in this License Agreement.

Definitions. For purposes of this Agreement, the following capitalized terms will have the following meanings whenever used in this Agreement. All initial capitalized terms in this Agreement that are not defined in this Agreement shall have the respective meanings given to them in the Contract.

“**Customer**” means the State.

“**Customer Data**” means State Data.

“**System**” or “**Licensed Software**” means Vendor’s CTE Dashboard System

“**Vendor**” means Contractor.

Cloud Components & Use of the System in General.

Use of the System. During the Term, Customer may access and use the Cloud Components of the System pursuant to the terms of this Contract.

Documentation. Customer may reproduce and use the Documentation solely as necessary to support its use of the System.

Licensed Software.

License. Vendor hereby grants to the State, the right to use the CTE Dashboard System per this License Agreement,

including in operation with other software, hardware, systems, networks and services, for the State’s business purposes;

the right to generate, print, copy, upload, download, store and otherwise process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the System; and

the right to prepare, reproduce, print, download and use a reasonable number of copies of the Documentation for any use of the Services under this Contract.

Restrictions on Software Rights. Copies of the Licensed Software, created or transferred pursuant to this Agreement are licensed, not sold, and Customer receives no title to or ownership of any copy or of the Licensed Software itself. Furthermore, Customer receives no rights to the Licensed Software other than those specifically granted to Customer. Customer

will not: (a) modify, create derivative works from, distribute, sell or sublicense the Licensed Software, except as otherwise provided in this Agreement or the Contract; (b) use the Licensed Software in any manner or for any purpose that is unlawful under applicable law; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Licensed Software's source code.

Delivery. Vendor will provide the Licensed Software to Customer via the Internet, within 10 days of the Effective Date.

Data Accuracy. Vendor will have no responsibility or liability for the accuracy of data uploaded to the System by Customer, including without limitation State Data.

Customer's Responsibilities & Restrictions.

Acceptable Use. Customer will comply with the following Acceptable Use Policy ("AUP"). Customer will not: (a) use the System for service bureau or time-sharing purposes or in any other way make the System available to third parties except as expressly permitted by this Agreement, the Contract or in any Statement of Work; (b) share non-public System features or content with any third party, unless required by law; or (c) access the System in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System for any purpose not authorized under this Agreement or the Contract.

CUSTOMER IS NOT RESPONSIBLE FOR ANY VIOLATION OF THIS AGREEMENT BY AN AUTHORIZED USER WHO IS NOT A STATE OF MICHIGAN EMPLOYEE OR CONTRACTOR. ANY AUTHORIZED USER WHO IS NOT A STATE EMPLOYEE OR CONTRACTOR MAY BE REQUIRED TO COMPLY WITH VENDOR'S TERMS PROVIDED BY VENDOR TO ACCESS THE SYSTEM.

IP & Feedback.

IP Rights in the System. Vendor retains all right, title, and interest in and to the CTE Dashboard System, including without limitation all software used to provide the System and all graphics, user interfaces, logos, and trademarks reproduced through the System. This Agreement does not grant Customer any intellectual property license or rights in or to the System or any of its components, except to the limited extent that this Agreement specifically sets forth Customer license rights to Licensed Software or Documentation. Customer recognizes that the System and its components are protected by copyright and other laws.

Feedback. Vendor has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Customer, provides to Vendor, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Vendor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer. Customer hereby grants Vendor a perpetual, irrevocable right and license to exploit Feedback in any and every way. Feedback will not constitute Customer's Confidential Information. ("**Feedback**" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's licensed products or services.)

Representations & Warranties.

From Vendor.

Re IP Rights in the System. Vendor represents and warrants that it is the owner of the CTE Dashboard System and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party.

Vendor warrants that it will not advertise through the System (whether with adware, banners, buttons or other forms of online advertising) or link (initiated by Vendor) to external web sites that are not approved in writing by the Customer.

Vendor warrants its System will not contain any Harmful Code.

Vendor warrants the System will in all material respects conform to and perform in accordance with the Documentation and all requirements of this Contract, including the Software Support Services and Availability Requirement provisions set forth in Schedule E.

Warranty Disclaimers. Except to the extent set forth in the Contract, including this Agreement, VENDOR PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

Term & Termination.

Term. The term of this Agreement (the “Term”) will commence on the Effective Date and continue for the Term of the Contract.

Termination for Cause. Vendor may suspend or limit, only to the extent necessary, Customer’s access to the System if Vendor determines there is 1) an uncured material breach of Customer’s obligations under this Agreement, provided Vendor has provided at least 30 days’ prior written notice to Customer outlining such material breach; or 2) a security breach or violation of the law and Vendor has reasonable belief such breach or violation was caused by Customer, provided Vendor limits such suspension to the smallest reasonable scope and provides advance notice where practical in light of the security or legal risk.

If there is a security breach or violation of law and Vendor has reasonable belief such breach or violation was caused by Customer, Vendor will immediately provide notice to Customer of such breach or violation. Such notice will provide all information relating to the breach or violation, including all relevant records, logs, files, and other materials that led Vendor to believe that the Customer was the cause of the breach or violation, and include the actions it believes Customer must take to resolve the alleged breach or violation. Customer will cooperate with Vendor in investigating the incident and will take actions to cure any issues that Customer agrees in writing are appropriate.

For an uncured breach of Customer’s obligations, Vendor will provide notice of the actions Customer must take to reinstate access to the System.

If Customer fails to cure any breach described above within a mutually agreed upon timeframe, Vendor may terminate this Agreement.

For the avoidance of doubt, Customer’s termination rights are set forth in the Contract.

Effects of Termination. Upon termination of this CTE Dashboard System License Agreement, Customer will cease all use of the CTE Dashboard System and delete, destroy, or return all copies of the Documentation and Licensed Software in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) *Restrictions on Software Rights*; (b) *IP & Feedback*; and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

SCHEDULE H Federal Provisions

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any other attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Federally Assisted Construction Contracts

If this contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act (Prevailing Wage)

- a. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;
- c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
- d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

3. Copeland "Anti-Kickback" Act

If applicable, the Contractor must comply with the [Copeland "Anti-Kickback" Act \(40 USC 3145\)](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act

This Contract is in **excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Byrd Anti-Lobbying Amendment

If this Contract **exceeds \$100,000**, contractors and the Contractor must file the certification required under [31 USC 1352](#). See the Byrd Anti-Lobbying Certification in Exhibit 1 to Schedule H below.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. Perkins V Requirements

- a. Contractor must comply with “Assurances for Non-Construction Programs (SF 424B) Form (OMB Control No. 0348-0040)” located at: <https://www2.ed.gov/fund/grant/apply/appforms/sf424b.pdf>.
- b. Contractor must comply with “Disclosure of Lobbying Activities (SF LLL) (OMB Control No. 4040-0013)” located at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2-V1.2.pdf.
- c. Contractor must comply with “Certification Regarding Lobbying (ED 80-0013 Form)” located at: <https://www2.ed.gov/fund/grant/apply/appforms/ed80-013.pdf>.
- d. Contractor must comply with “General Education Provisions Act (GEPA) 427 Form (OMB Control No. 1894-0005)” located at: <https://www2.ed.gov/fund/grant/apply/appforms/gepa427.pdf>.

11. Schedule III – Assurances and Certifications – see Exhibit 2 to Schedule H below.

EXHIBIT 1 to SCHEDULE H
Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and [31 USC 1352](#), the "Byrd Anti-Lobbying Amendment." Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. [FAR 52.203-12](#), "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.
2. The contractor, by submitting its proposal hereby certifies to the best of his or her knowledge and belief that:
 - a. No federal **appropriated** funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
 - b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the contractor must complete and submit, with its proposal, [OMB standard form LLL, Disclosure of Lobbying Activities](#), to the Solicitation Manager; and
 - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under [31 USC 1352](#). Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signed by:

[Type name and title]
[Type company name]

Date: _____

EXHIBIT 2 to SCHEDULE H

SECTION III: ASSURANCES AND CERTIFICATIONS

— FEDERAL PROGRAMS —

ESTIMATED GRANT AWARDS

Estimated grant awards are based on federal program estimated funds allocated to Michigan for the next federal fiscal year and are for informational purposes. Actual grant awards are contingent upon the Michigan Department of Education (MDE) receiving sufficient federal funding for the program. **An estimated award does not constitute any binding agreement on behalf of the MDE. The MDE is not responsible for any costs incurred prior to the start of an expenditure period for an actual or final grant award.**

ASSURANCE REGARDING THE PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING DURING OFFICIAL FEDERAL GRANT BUSINESS

The applicant assures that it and their grant personnel are prohibited from text messaging while driving during official grant business. Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. Subrecipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

ASSURANCE AGAINST TRAFFICKING IN PERSONS

The applicant or subrecipient assures that it adopts the requirements in the Code of Federal Regulations at 2 CFR 175 as a condition for this grant. A subrecipient and its employees may not --

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

Under this condition, the Federal awarding agency may unilaterally terminate the grant award, without penalty, if a subrecipient that is a private entity—

- (i) Is determined to have violated a prohibition named above; or
- (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition named above through conduct that is either—
 - (A) Associated with performance under this award; or
 - (B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 85, "Governmentwide Debarment and Suspension (Nonprocurement)," [Code of Federal Regulations at 2 CFR 175]

ASSURANCE REGARDING COMPLIANCE WITH GRANT PROGRAM REQUIREMENTS

If awarded a grant, the grantee agrees to comply with all applicable requirements of all State statutes, Federal laws, Executive Orders, regulations, policies and award conditions governing this program. The grantee understands and agrees that if it materially fails to comply with the terms and conditions of the grant award, the Michigan Department of Education may withhold funds otherwise due to the grantee from this grant program, any other federal grant programs or the State School Aid Act of 1979 as amended, until the grantee complies with the conditions and the amount disallowed has been recaptured (forfeited), or the issue has been adjudicated. The Department may withhold up to 100% of any payment based on a monitoring finding, audit finding or pending final report. [MDE Requirement]

SPECIAL CONDITIONS FOR DISCLOSING FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing this project or program, funded in whole or in part with federal money, all subrecipients shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with federal money; (2) the dollar amount of federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. [Public Law 111-117, Title V, Sec. 506]

ASSURANCE CONCERNING MATERIALS DEVELOPED WITH FUNDS AWARDED UNDER THIS GRANT

The applicant assures that, if a grant is awarded, the following statement will be included on any publication or project materials developed with funds awarded under this program, including reports, films, presentation materials, brochures, posters, and fliers: These materials were developed under a grant awarded by the Michigan Department of Education and [name of federal agency].
[MDE requirement]

ASSURANCE REGARDING ACCESS TO RECORDS AND FINANCIAL STATEMENTS

A fiscal agency that expends \$750,000 or more of federal funds during its fiscal year is required to have a Single Audit performed for that year. [2 CFR 200.501] The single audit will be submitted by November 1 of the following year to meet the federal requirements.

[2 CFR section 200.331] The applicant assures that it will provide the Michigan Department of Education, officials of the federal agency, and auditors with access to records and financial statements as necessary for the Michigan Department of Education to meet the requirements of 2 CFR 200, sections 200.300 Statutory and National Policy Requirements through 200.309 Period of performance, and Subpart F—Audit Requirements. [Section 200.331(a)(5)]

ASSURANCE TO MAINTAIN A DRUG-FREE WORKPLACE

The applicant or subrecipient assures that it maintains a drug-free workplace as a condition of receiving any federally funded award. [34 CFR 84.200]

ASSURANCE TO SUPPLEMENT NOT SUPPLANT FEDERAL FUNDS

The applicant assures that it will use federal funds received to supplement funds that would, in the absence of an award, be made available for the program and uses specified in an approved application, and in no case will supplant such funds.
[20 USC 6321(b)(1); PL 107-110 1120A(b)(1)]

PARTICIPATION OF NONPUBLIC SCHOOLS

The applicant assures that nonprofit private schools have been invited to participate in the planning and implementing of the activities of this application for applicable program areas.
[Elementary and Secondary Education Act, Sections 9501-9504]

CERTIFICATION REGARDING LOBBYING FOR GRANTS AND COOPERATIVE AGREEMENTS

No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member Of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant, the applicant shall complete and submit form SF- LLL Disclosure Form to Report Lobbying, in accordance with its instructions.

Grantees shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

[34 CFR Part 82, Appendix A to Part 82 - Certification Regarding Lobbying; 31 U.S.C. 1352 - Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; 2 CFR 200.450 – Lobbying]

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, EXCLUSION AND DISQUALIFICATION – LOWER TIER COVERED TRANSACTIONS

An entity who is debarred or suspended shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. Except to the extent prohibited by law, entities who have been proposed for debarment under 48 CFR part 9, subpart 9.4, debarred or suspended shall be excluded from participating as either participants or principals in all lower tier covered transactions. A lower tier covered transaction includes any transaction between a participant and an entity under a primary covered transaction, such as a grant or cooperative agreement, within restrictions.
[7 CFR 2200.11 and 34 CFR Part 85- Government-wide debarment and suspension (nonprocurement)]

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor any of its principals are presently excluded, disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this

transaction by any federal department or agency.

At any time after you enter into a lower tier covered transaction with an entity at a higher tier, you must provide immediate written notice to that person if you learn either that—

- (a) You failed to disclose information earlier, as required; or
- (b) Due to changed circumstances, you or any of the principals for the transaction now meet any of the criteria. [2 CFR 180]

Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. [31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment)]

CERTIFICATION REGARDING UNIVERSAL IDENTIFIER REQUIREMENTS

The applicant or grant recipient certifies it has or will meet the requirement for supplying a Data Universal Numbering System (DUNS) number. As a condition of a subrecipient of a federal grant award, you must supply a DUNS number to MDE. No entity may receive a federal subaward without a DUNS number. MDE will not make a subaward to an entity unless that entity has provided its DUNS number.

[OMB 2 CFR Subtitle A, Chapter I, and Part 25, Financial Assistance Use of Universal Identifier and Central Contractor Registration, September 14, 2010: Appendix A to Part 25, B. Requirement for Data Universal Numbering System (DUNS) Numbers].

CERTIFICATION REGARDING MANDATORY DISCLOSURES

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in § 200.338 Remedies for noncompliance, including suspension or debarment. [2 CFR 200.113]

CERTIFICATION REGARDING NONDISCRIMINATION UNDER FEDERAL AND STATE FUNDED PROGRAMS

The applicant hereby agrees that it will comply with all Federal and Michigan laws and regulations prohibiting discrimination, and in accordance therewith, shall not discriminate against any person on the basis of religion, race, color, national origin or ancestry, age, sex, height, weight, familial status, or marital status, exclude from participation in, deny the benefits of, or otherwise subject to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from a U.S. Federal Agency or the Michigan Department of Education.

[Michigan Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act)]; [Title VI and Title VII of the Civil Rights Act of 1964 (45 U.S.C. 2000d through 2000d-4); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683); Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)]

CERTIFICATION REGARDING COMPREHENSIVE CIVIL RIGHTS PROTECTIONS FOR

INDIVIDUALS WITH DISABILITIES

The Americans with Disabilities Act (ADA) provides comprehensive civil rights protections for individuals with disabilities. Title II of the ADA covers programs, activities, and services provided by State and local government entities. Title II requires that, "No qualified individual with a disability shall, by reason of such disability be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by such entity." Title III of the ADA covers public accommodations and places of public accommodation (including commercial facilities). Title III requires that, "No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation." Title II requires places of public accommodation and commercial facilities to be designed, constructed, and altered in compliance with defined accessibility standards.

In accordance with ADA requirements, the applicant certifies that it is, and will remain, in compliance with the Americans with Disabilities Act.

[Title II, Part A of the Americans with Disabilities Act (A.D.A.), P.L. 101-336, State and Local Government Services (42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)]

CERTIFICATION REGARDING BOY SCOUTS OF AMERICA EQUAL ACCESS ACT

A State or subgrantee that is a covered entity as defined in Sec. 108.3 of this title shall comply with the nondiscrimination requirements of the Boy Scouts of America Equal Access Act. Notwithstanding any other provision of law, no public elementary school, public secondary school, local educational agency, or State educational agency that has a designated open forum or a limited public forum and that receives funds made available through the U.S. Department of Education shall deny equal access or a fair opportunity to meet to, or discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in title 36 of the United States Code (as a patriotic society), that wishes to conduct a meeting within that designated open forum or limited public forum, including denying such access or opportunity or discriminating for reasons based on the membership or leadership criteria or oath of allegiance to God and country of the Boy Scouts of America or of the youth group listed in title 36 of the United States Code (as a patriotic society).

DEFINITION - Covered entity means any public elementary school, public secondary school, local educational agency, or State educational agency that has a designated open forum or limited public forum and that receives funds made available through the Department.

(1) DEFINITION - In this section, the term "youth group" means any group or organization intended to serve young people under the age of 21.

(2) RULE - For the purpose of this section, an elementary school or secondary school has a limited public forum whenever the school involved grants an offering to, or opportunity for, one or more outside youth or community groups to meet on school premises or in school facilities before or after the hours during which attendance at the school is compulsory.

[Section 9525 of the Elementary and Secondary Education Act of 1965, as amended.]

CERTIFICATION REGARDING GUN-FREE SCHOOLS - Federal Programs

The Gun-Free Schools Act requires each state that receives funds under the Elementary and Secondary Education Act (ESEA), as amended, to have in effect a state law requiring

districts to expel for at least one year any student who brings a gun to school or possesses a gun in school. No funds shall be made available under the ESEA to any local educational

agency unless such agency has a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to a school served by such agency.

[Title IV, Part A, Section 4141, of the Elementary and Secondary Education Act (ESEA), as amended (Gun-Free Schools Act) and Section 380.1311, Subsection (2), Michigan Revised School Code]

The applicant certifies that it has in effect a policy requiring the expulsion from school for a period of not less than 1 year a student who is determined to have brought a firearm to a school, or to have possessed a firearm at a school, under the jurisdiction of the school district, except such policy may allow the chief administering officer of the agency to modify such expulsion requirements for student on a case-by-case basis. The policy must require referral to the criminal or juvenile justice system of any student who brings a firearm or weapon to a school served by the district. (The terms "firearm" and "weapon" are defined in Section 921(a) of Title 18, United States Code.)