



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **3**  
 to  
 Contract Number **22000000212**

<b>CONTRACTOR</b>	ACCENTURE
	161 North Clark Street
	Chicago, IL 60601
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

<b>STATE</b>	<b>Program Manager</b>	Doug Roosa	DTMB
		517-241-0861	
		RoosaD@michigan.gov	
	<b>Contract Administrator</b>	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

**CONTRACT SUMMARY**

PROGRAM MANAGEMENT AND REPORTING TOOL FOR COVID FISCAL RECOVERY FUNDS (FRF) UNDER THE 2021 AMERICAN RESCUE PLAN

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 2, 2021	January 31, 2023	0 - 0 Year	January 31, 2023

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**

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**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	90 days	April 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$547,360.00	\$200,000.00	\$747,360.00		

**DESCRIPTION**

Effective 1/20/2023, the State is extending the Contract 90 days in accordance with Section 18 Transition Responsibilities of the Contract Terms. The new Contract expiration date is 4/30/23. Furthermore, this Contract is hereby increased by \$200,000.00 and the following amendment is incorporated into the Contract for continued maintenance and operations until 4/30/2023. This exception is being allowed as a temporary bridge for transition to a long term solution.

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

# STATEMENT OF WORK - IT CHANGE NOTICE

<b>Project Title:</b> FRF COVID Reporting Implementation	<b>Period of Coverage:</b> 11/1/2022 -
<b>Requesting Department:</b> DTMB	<b>Date:</b> 1/11/2023
<b>DTMB Project Manager:</b> Glenn Puro	<b>Phone:</b> 248-962-8899

Brief description of services to be provided:

**BACKGROUND:**

The Workfront reporting tool was created to support reporting the Stimulus Covid Fiscal Recovery Funds quarterly reporting requirement to the US Treasury.

**PROJECT OBJECTIVE:**

The project extends the M & O support for the Workfront tool through the end of April. During this time DTMB will identify and train a resource to take over the M & O tasks. Once trained, the existing M & O team will teach the new resource the specific customizations and related business requirements in the tool.

**SCOPE OF WORK:**

Maintenance and Support: This component is inclusive of all requirements listed below, as well as any ad-hoc items that are unforeseen at this time:

1. Investigate any technical issues that arise in the tool as identified users of the system from agencies or from the Program Management Office. Determine the root cause and log appropriately. Discuss solution options with the Reporting Manager.
2. Investigate any technical issues that arise that are outside the tool but impact people’s ability to use the tool, such as integration with other State of MI tools like MiLogon. Log appropriately with other teams and work collaboratively to determine root cause and possible solution options.
3. Review Adobe materials to determine the impact of future releases on current customized functionality in the Workfront tool.
4. Design and build future enhancements that are approved by the PMO joint team. Prototype possible solutions to determine possible options to achieve the desired enhancements. Provide advice to help the business leaders determine that while enhancements may be technically possible, they may not be recommended due to identified reasons. Help the PMO team make these decisions by providing advice and information.

# STATEMENT OF WORK - IT CHANGE NOTICE

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5. Provide immediate help troubleshooting issues during key reporting times, specifically, but not limited to, the reporting months of January and April
6. Document system changes and modifications on the team SharePoint site.
7. Create knowledge transfer plan to support the transition of maintenance and operation to the identified State of Michigan resource. The plan should include, but not be limited to:
  - a. Determine the best Adobe training courses for the resource to take and build basic Workfront and Fusion skills.
  - b. Advise on the different types of Adobe communications on Workfront and Fusion changes. Continue to work with Adobe to identify and streamline communications for the State of Michigan to better understand, in advance, upcoming Workfront and Fusion changes.
  - c. Follow a tell/show/do model for knowledge transfer:
    - i. Accenture will teach new resource the specific customizations to the system and how/why they are used.
    - ii. Accenture will show the specific details in the Workfront tool and Fusion code
    - iii. The New resource will start to perform the work jointly with the current one until they are ready to take over on their own.

## **DELIVERABLES:**

Deliverables will not be considered complete until the Product Owner has formally accepted in writing.

## **ACCEPTANCE CRITERIA:**

Acceptance criteria is required for new pieces of functionality added to the tool. When the work is designed and approved, the acceptance criteria for the new work will be identified and documented.

## **PROJECT CONTROL AND REPORTS:**

A weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. Each weekly progress report must contain the following:

# STATEMENT OF WORK - IT CHANGE NOTICE

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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.

**PAYMENT SCHEDULE:**

The pricing for M&O services will be invoiced as Time and Material using the Rate Card in Schedule B, Pricing, Section 3 of the Contract.

1. Pricing will be billed for actual hours worked. Routine maintenance tasks will be performed, and the key State of Michigan leadership will be notified of the tasks completed through a weekly meeting or email.
2. Tasks that are considered new enhancements or change requests, typically taking several days worth of effort, will not be started until email approval is received.

3. Rate Card for Ancillary Professional Services.

Resource	On-Shore and Off-Site Hourly Rate
Senior Manager (Workfront SME/Oversight)	\$325
Manager (Project Lead)	\$275
Manager (Workfront Configuration Manager)	\$275
Staff (Workfront Fusion Architect)	\$180
Staff (Business Analyst)	\$180
Staff (Technical Business Analyst)	\$180

**EXPENSES:**

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

**PROJECT CONTACTS:**

# STATEMENT OF WORK - IT CHANGE NOTICE

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The designated DTMB Project Manager is:

Glenn Puro  
DTMB  
Romney Bldg, Floor 10  
Lansing, MI  
248-962-8899  
purog@michigan.gov

**The purchase order is a release from Contract Number 220000000212. The purchase order, statement of work, and the terms and conditions of Contract Number 220000000212 constitute the entire agreement between the State and the Contractor.**



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

**CONTRACT CHANGE NOTICE**

Change Notice Number 2  
 to  
 Contract Number 220000000212

<b>CONTRACTOR</b>	ACCENTURE
	161 North Clark Street
	Chicago, IL 60601
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

<b>STATE</b>	<b>Program Manager</b>	Doug Roosa	DTMB
		517-241-0861	
	RoosaD@michigan.gov		
	<b>Contract Administrator</b>	Shannon Romein	DTMB
(517) 898-8102			
romeins@michigan.gov			

**CONTRACT SUMMARY**

PROGRAM MANAGEMENT AND REPORTING TOOL FOR COVID FISCAL RECOVERY FUNDS (FRF) UNDER THE 2021 AMERICAN RESCUE PLAN

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 2, 2021	January 31, 2023	0 - 0 Year	January 31, 2023

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"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$538,000.00	\$9,360.00	\$547,360.00		

**DESCRIPTION**

Effective 10/7/2022, this Contract is hereby increased by \$9,360.00 and the following amendment is incorporated into the Contract for workload enhancements to the FRF reporting Workfront application.

Please note the State's Contract Administrator has been changed to Shannon Romein.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.

# STATEMENT OF WORK - IT CHANGE NOTICE

<b>Project Title:</b> FRF COVID Reporting Implementation	<b>Period of Coverage:</b> 9/12/2022 -
<b>Requesting Department:</b> DTMB	<b>Date:</b> 9/19/2022
<b>DTMB Project Manager:</b> Glenn Puro	<b>Phone:</b> 248-962-8899

Brief description of services to be provided:

**BACKGROUND:**

This project Change Notice will address post launch and enhancements and key support items in support of Contract No. 22000000212, between The State of Michigan, DTMB and Accenture, signed by all parties on December 2, 2021.

**PROJECT OBJECTIVE:**

To address production system issues that were not identified in pre-production testing but were determined by the business users which are important or necessary for the viability of the FRF reporting Workfront application. This specific Change Notice is to ensure satisfactory completion of the workload that has been deemed as enhancements which has been agreed to between Accenture and SOM.

**SCOPE OF WORK:**

All identified work items which need to be fulfilled through modification or configuration of the FRF Reporting System (Workfront). Specifically, items deemed to be workload enhancements (“Enhancements”) by the Contractor, product owner and user leadership, as these were items not clearly identified in the original scope of work but need to be developed, configured, or modified to meet the system requirements.

Inclusive of all work items noted in the TASK section of this Change Notice and will be required to be logged and fulfilled using the SOM DevOps project: FRF Reporting.

# STATEMENT OF WORK - IT CHANGE NOTICE

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## TASKS:

Sprint #	ID	Priority	Work Item Type	Title	State	Assigned To	Effort	Remaining work	Iteration Path
Sprint 3	83779	1	Product Backlog Item	Rewrite Encumbrance Load to add to Suba	Approved	Christopher Vargo	10	10	FRF Reporting Project\Sprint 3 - Pre-SIGMA Load Wo
Sprint 4	83160	1	Product Backlog Item	Rewrite Total Obligations to function from	Approved	Christopher Vargo	32	32	FRF Reporting Project\Sprint 4 - Before POC Certifica
Sprint 6	81538	1	Product Backlog Item	Export of Grants in DHHS Programs - Multi	Approved	Christopher Vargo	10	10	FRF Reporting Project\Sprint 6 - Post Cycle 4

The parties agree that if any additional Enhancement(s) are identified during the term of this Change Notice, these additional items are out of scope and the parties will follow the change process as outlined in section 5, Change Control Process, of the Contract.



# STATEMENT OF WORK - IT CHANGE NOTICE

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## **DELIVERABLES:**

Deliverables will not be considered complete until the Product Owner has formally accepted in writing. Deliverables for these Enhancements listed above include:

DevOps items with the following criteria as approved by the Product Owner:

1. Description containing a problem statement
2. Description containing a solution
3. Acceptance criteria to confirm the solution addressed the problem.
4. Documented test data. Testing is limited to data currently flowing through the Sigma system.

## **ESTIMATED TIMELINE AS PROVIDED:**

Milestones as defined for this Change Notice:

- Sprint 3 – Pre-SIGMA Load (9/12/22 – 9/30/22): No enhancements
- Sprint 4 – Before POC Certification (10/3/22 – 10/14/22): 2 enhancements (#83160, #83779). #83779 to be completed within 5 business days from change notice approval from both parties.
- Sprint 5 – Before Export (10/17/22 – 10/25/22): No enhancements
- Sprint 6 – Post cycle 4 (10/25/22 – 01/30/2023): 1 enhancement (#81538)

## **ACCEPTANCE CRITERIA:**

Acceptance criteria will be mutually agreed upon by the parties for each item in DevOps. Deliverables will be deemed accepted five (5) business days after receipt by the State, unless the State informs Contractor in writing within such five (5) business-day period that such Deliverables do not materially conform to the applicable requirements, if any, set forth in this SOW.

## **PROJECT CONTROL AND REPORTS:**

A weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. Each weekly progress report must contain the following:

# STATEMENT OF WORK - IT CHANGE NOTICE

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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:**

Milestones	Invoice Date	Invoice Amount
Completion of Dev Ops #83779	October 31	\$1,800
Completion of Dev Ops #83160	October 31	\$5,760
Completion of Dev Ops #81538	October 31	\$1,800
TOTAL		\$9,360

**EXPENSES:**

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

**PROJECT CONTACTS:**

The designated DTMB Project Manager is:  
 Glenn Puro  
 DTMB  
 Romney Bldg, Floor 10  
 Lansing, MI  
 248-962-8899

# STATEMENT OF WORK - IT CHANGE NOTICE

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purog@michigan.gov

**The purchase order is a release from Contract Number 22000000212. The purchase order, statement of work, and the terms and conditions of Contract Number 22000000212 constitute the entire agreement between the State and the Contractor.**

## **ENHANCEMENTS PROJECT PLAN:**

1. All activity will be uploaded and managed using DTMB DevOps.
2. Projects will be run using Scrum methodology.
3. Sprints will be 2 – 3 weeklong efforts.
4. The parties will conduct sprint planning, sprint retrospective and backlog grooming.
5. All Enhancements to be addressed will need to have a problem statement, defined solution, acceptance criteria, testing results and approvals from the Product Owner (Jennifer Edmonds).
6. Any modification of Enhancements to the timeline must be approved by the Project Manager and Product Owner.



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

**CONTRACT CHANGE NOTICE**

Change Notice Number 1  
 to  
 Contract Number 220000000212

<b>CONTRACTOR</b>	ACCENTURE
	161 North Clark Street
	Chicago, IL 60601
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

<b>STATE</b>	<b>Program Manager</b>	Doug Roosa	DTMB
		517-241-0861	
		RoosaD@michigan.gov	
	<b>Contract Administrator</b>	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

**CONTRACT SUMMARY**

PROGRAM MANAGEMENT AND REPORTING TOOL FOR COVID FISCAL RECOVERY FUNDS (FRF) UNDER THE 2021 AMERICAN RESCUE PLAN

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 2, 2021	January 31, 2023	0 - 0 Year	January 31, 2023
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"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$513,000.00	\$25,000.00	\$538,000.00		

**DESCRIPTION**

Effective 7/11/2022, this Contract is hereby increased by \$25,000 and the following amendment is incorporated into the Contract to modify existing requirements as a result of regulatory changes and other reporting requirements.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.

# STATEMENT OF WORK - IT CHANGE NOTICE

<b>Project Title:</b> Workfront	<b>Period of Coverage:</b> Through July 15, 2022
<b>Requesting Department:</b> Office of Accountability/COVID Stimulus PMO	<b>Date:</b> July 8, 2022
<b>Agency Project Manager:</b> Doug Roosa	<b>Phone:</b> 517-242-6062
<b>DTMB Project Manager:</b> Glenn Puro	<b>Phone:</b> 248-962-8899

Brief description of services to be provided:

## SCOPE OF WORK:

As the creation of the Workfront tool was being completed the PMO had to modify existing requirements as we went along. This was related to regulatory changes and other reporting requirements. The work being completed related to modifications are noted below:

Order	Work Item Type	Title	State	Effort
1	Product Backlog	H Cumulative values across reporting quarters	Committed	20
2	Product Backlog	PMO User Guide - PMO Portion	New	30
3	Product Backlog	Export of Grants in DHHS Programs - Multi-Year Grant Strategy	New	25
4	Product Backlog	HP Evaluate ad-hoc load strategy (e.g., how we loaded UEI/TIN in Q2)	Committed	1
5	Product Backlog	HP Evaluate ABR import needs	Committed	7
6	Product Backlog	H Calculate the project values based on "Action for US Treasury" Status.	Committed	15
7	Product Backlog	M Field formatting to match US Treasury upload	Committed	10
8	Product Backlog	H Test and confirm mirroring between Project level and Project-form	Approved	5
9	Product Backlog	M Further data import automation	Committed	40
10	Product Backlog	M PMO User guide - Dev portion	Committed	20
11	Product Backlog	M User guide for import of excel/flat files	Committed	20
12	Product Backlog	M POC user guide with detailed instructions v3	Approved	25
13	Product Backlog	H Subaward Amt/ Obligation Pulling from Previous Quarters	Committed	10
14	Product Backlog	Filler Load	Committed	10
15	Product Backlog	General Bulk Edit (no load) strategy - PMO	Approved	5
16	Product Backlog	M Filter Strategy - facilitate edits	Approved	10
17	Product Backlog	M Date dependency information/restrictions	New	20
18	Product Backlog	Pulling TIN from SIGMA	New	25

## PAYMENT SCHEDULE:

Payment will be made on a time basis with satisfactory final acceptance at conclusion of the contract. 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

# STATEMENT OF WORK - IT CHANGE NOTICE

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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 DTMB within forty-five (45) days after receipt of properly completed invoices.

## **EXPENSES:**

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

The cost of the project will be \$25,000

## **PROJECT CONTACTS:**

The designated Agency Project Manager is:

Name Doug Roosa  
Department DTMB/SBO/Office of Internal Audit Services  
Building/Floor Romney/7<sup>th</sup> Floor  
Address 111 S Capitol Ave  
City/State/Zip Lansing, MI 48933  
Phone Number 517-242-6062  
Fax Number  
Email Address RoosaD@michigan.gov

The designated DTMB Project Manager is:

Name Glenn Puro  
Department DTMB  
Area  
Building/Floor Romney Building, 10<sup>th</sup> Floor  
Address 111 S Capitol Ave  
City/State/Zip Lansing, MI 48933  
Phone Number 248-962-8899  
Fax Number  
Email Address PuroG@michigan.gov

## **LOCATION OF WHERE THE WORK IS TO BE PERFORMED:**

Consultants will work remotely

# STATEMENT OF WORK - IT CHANGE NOTICE

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## **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.

**This purchase order is a release from Contract Number 22000000212. This purchase order, statement of work, and the terms and conditions of Contract Number 22000000212 constitute the entire agreement between the State and the Contractor.**



**STATE OF MICHIGAN PROCUREMENT**  
 Department of Technology, Management, and Budget  
 525 W Allegan St, Lansing, MI 48933

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **220000000212**  
 between  
 THE STATE OF MICHIGAN  
 and

<b>CONTRACTOR</b>	ACCENTURE
	161 North Clark Street
	Chicago, IL 60601
	Kathleen Cawley
	859-248-1187
	Kathleen.cawley@accenture.com
	CV0062320

<b>STATE</b>	<b>Program Manager</b>	Doug Roosa	DTMB
		517-241-0861	
		RoosaD@michigan.gov	
	<b>Contract Administrator</b>	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY			
<b>DESCRIPTION:</b> Program management and reporting tool for COVID Fiscal Recovery Funds (FRF) under the 2021 American Rescue Plan			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 2, 2021	January 31, 2023	NA	January 31, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$513,000.00</b>



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**FOR THE CONTRACTOR:**

**Accenture LLP**

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

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

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

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

**FOR THE STATE:**

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

**Matt Weiss, Category Manager IT**  
\_\_\_\_\_  
**Name & Title**

**DTMB Procurement**  
\_\_\_\_\_  
**Agency**

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



**STATE OF MICHIGAN**  
**Department of Technology, Management and Budget**  
**Procurement**

Contract No. 22000000212  
State of Michigan FRF Reporting Tool

Contract Administrator Name: Matt Weiss  
Direct Phone: 517-256-9895  
Main Phone: 1-855-MI-PURCH (1-855-647-8724)  
E-Mail Address: [weissm4@michigan.gov](mailto:weissm4@michigan.gov)

# STATE OF MICHIGAN

## CONTRACT TERMS

This IT Professional Services Contract (the “**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Accenture LLP (“**Contractor**”), an Illinois limited liability partnership. This Contract is effective on December 2, 2021 (“**Effective Date**”), and unless terminated, expires on January 31, 2023 (the “**Term**”).

The parties agree as follows:

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

“**Affiliate**” means any entity, whether incorporated or not, that is controlled by, controls, or is under common control with a party, and “control” means the ability, whether directly or indirectly, to direct the affairs of another by means of ownership or otherwise.

“**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.

“**Change**” has the meaning set forth in Section 5).

“**Change Notice**” has the meaning set forth in Section 5)b).

“**Change Proposal**” has the meaning set forth in Section 5)a)).

“**Change Request**” has the meaning set forth in Section 5).

“**Confidential Information**” has the meaning set forth in Section 1)a)).

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

“**Contract Administrator**” has the meaning set forth in Section 7).

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

“**Contractor personnel**” means all employees of Contractor or any Subcontractors involved in the performance of Services and creation of Deliverables under this Contract.

“**Deliverables**” means all Work Product and all other materials that Contractor or any Subcontractor 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 as Deliverables in the Statement of Work.

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

“**Financial Audit Period**” has the meaning set forth in Section 25).

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

“**Personally Identifiable Information**” or “**PII**” means 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 listed in this definition.

**"Program Manager"** has the meaning set forth in **Section 8**).

**"Services"** means any of the services Contractor, or any Subcontractor, is required to or otherwise does provide under this Contract, or the Statement of Work.

**"Service Level Agreement"** means the service level agreement attached as **Schedule D** to this Contract, setting forth Contractor's obligations with respect to the provision of Services as required by the Contract.

**"Software"** means the Workfront solution, and any other Software listed in **Schedule A**, the Statement of Work, for which Contractor will provide Services.

**"State"** has the meaning set forth in the preamble.

**"State Data"** has the meaning set forth in **Section 21)a)**).

**"Statement of Work"** has the meaning set forth in **Section 2**).

**"Stop Work Order"** has the meaning set forth in **Section 14**).

**"Subcontractor"** has the meaning set forth in **Section 6)f)** .

**"Transition Responsibilities"** has the meaning set forth in **Section 18**).

**"Unauthorized Removal"** has the meaning set forth in **Section 6)e)ii)**.

**"Unauthorized Removal Credit"** has the meaning set forth in **Section 6)e)iii)**.

**"Work Product"** means any (i) customizations, extensions and configurations to the Software; (ii) development operations (DevOps) tools and custom code, including but not limited to, build automation, code review, security scanning, test automation, front-end code; (iii) any and all content created for the State, including but not limited to, images, assets and copy; and (iv) reports, project management documents, forms, templates, and other State-specific documents and related materials 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 the Services and Deliverables pursuant to the Statement of Work attached as **Schedule A** to this Contract (the **"Statement of Work"**). The terms and conditions of this Contract will apply at all times to the Statement of Work entered into by the parties under this Contract. The State shall have the right to terminate the Statement of Work as set forth in **Sections 15) and 16)** of this Contract.
- 3) **Statement of Work Requirements.** The Statement of Work will include the following:
  - a) A detailed description of the Services to be provided by Contractor;
  - b) A detailed description of the Deliverables to be developed or otherwise provided by Contractor, including any required milestone dates associated with such Deliverable;

- c) Fees payable under the Statement of Work, the manner in which such Fees will be calculated, the due dates for payment and any invoicing requirements, including any milestones on which any such Fees are conditioned, and such other information as the parties deem necessary; and
- d) A detailed description of all state resources required to complete the Services and Deliverables set forth in the Statement of Work, State Responsibilities, and underlying assumptions.

#### 4) **Services.**

- a) Services. Throughout the Term and at all times in connection with its actual or required performance under this Contract, Contractor will, in accordance with all terms and conditions set forth in this Contract and each applicable Statement of Work, provide to the State:
  - i) such other services as may be specified in the applicable Statement of Work.

To the extent the State or its agent (other than Contractor) fails to timely perform one or more responsibilities described in this Contract or the SOW, or any of the assumptions set forth in the SOW are inaccurate or incomplete in any material respect, Contractor shall be excused from failure to perform any affected obligations under this Contract and the SOW, and may request a Change Notice to receive an equitable adjustment in the performance schedule, and/or to charge for additional resources used or costs and expenses reasonably incurred to address such event.

5) **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 and Deliverables under the Statement of Work (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 5**).

- 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 or Deliverables;
  - ii) the schedule for commencing and completing any additional or modified Services or Deliverables; and (B) the effect of such Changes, if any, on completing any other Services under the Statement of Work;
  - iii) 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; and
  - iv) any additional State Resources Contractor deems necessary to carry out such Changes.
- 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 Program Manager and will constitute an amendment to the Statement of Work to which it relates;
- 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 the Statement of Work under **Section 16**).
- 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 commercially reasonable efforts to limit any delays 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.
- 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.

6) **Performance of Services.**

a) **Performance Warranty.** Contractor represents and warrants that its Services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract and the specifications set forth in the applicable Statement of Work. For any material breach of this warranty that is brought to Contractor's attention in writing within thirty (30) days after the performance of such Services, the State may, at its option, either terminate the Statement of Work pursuant to the termination for cause provision herein, or require Contractor to provide replacement personnel satisfactory to the State within thirty (30) calendar days of Contractor's receipt of notification from the State. Whether or not the departing Contractor personnel are to continue working while Contractor attempts to find replacement personnel is at the sole discretion of the State. If Contractor is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Contractor will not charge the State for those hours; otherwise, the State shall pay for all actual hours worked prior to the State's notification of a replacement request to Contractor.

b) **State Standards**

- i) Reserved
- ii) Reserved
- iii) Reserved

c) **Contractor Personnel**

- i) Contractor is solely responsible for all Contractor personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and

withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

- ii) Prior to any Contractor personnel performing any Services, Contractor will:
  - (1) verify that such Contractor personnel working with State Data or that may have access to State Buildings have the legal right to work in the United States;
  - (2) require such Contractor personnel to have on file with Contractor executed 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
  - (3) require such Contractor personnel to have on file with Contractor executed written agreements, in form and substance acceptable to the State, regarding work-for-hire and intellectual property rights assignment, giving the State rights consistent with those set forth in **Section 10**).
- iii) Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and general health and safety practices and procedures. Any new or changed policy that materially affects the Services will be addressed through a Change Request.
- iv) The State reserves the right to require the removal of any Contractor Personnel found, in the judgment of the State, to be unacceptable for any lawful reason. 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.
- d) **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. Contractor will: (i) not assign anyone who does not pass the background check to any State project under this Contract and (ii) certify to the State the compliance with the process. The scope of a background check is at the discretion of the State and confirmation that the check was completed 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 as agreed in advance with Contractor. In cases of potential security concerns arising after work on State property or with State Data, Contractor will perform an expedited background check and respond to the State's concerns as promptly as practicable.
- e) **Contractor's Key Personnel**
  - i) The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will

provide a written explanation including reasonable detail outlining the reasons for the rejection.

- ii) Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under **Section 15**).
  - iii) It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 15**), Contractor will issue to the State the corresponding credits set forth below (each, an "**Unauthorized Removal Credit**"):
    - (1) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be 3 months' of the Key Personnel's rate according to the invoice schedule per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.
    - (2) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the 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 the annual cost of the particular Key Personnel's rate according to the invoice schedule per individual.
  - iv) Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection iii)** 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.
- f) **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 other than an Affiliate of Contractor who will not have access to State Data to perform Services (including to create any Deliverables). The State's approval of any such third party (each approved third party or Affiliate, a "**Subcontractor**") does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will:
- i) be responsible and liable for the acts and omissions of each such Subcontractor (including such Subcontractor's employees who, to the extent providing Services or creating Deliverables, shall be deemed Contractor personnel) to the same extent as if such acts or omissions were by Contractor or its employees;
  - ii) be responsible for all fees and expenses payable to each Subcontractor in connection with this Contract; and



- iii) prior to the provision of Services or creation of Deliverables by any Subcontractor, if requested by the State:
  - (1) obtain from such 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 10)** and, upon request, provide the State with a fully-executed copy of each such contract; and
  - (2) with respect to all Subcontractor employees providing Services or Deliverables, comply with its obligations under **subsections c) and d)** above.

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

If to State:	If to Contractor:
Matt Weiss  525 W Allegan Street  Lansing, MI 48933  Email: weissm4@michigan.gov  Phone: (517) 256-9895	Kristine Handy  1001 Woodward Ave. 4th Floor Street Address  Detroit, MI 48226  Email: Kristine.handy@accenture.com  Phone: 517 256 9273

7) **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Matt Weiss  525 W Allegan Street  Lansing, MI 48933  Email: weissm4@michigan.gov  Phone: (517) 256-9895	Kathleen Cawley  1001 Woodward Ave. 4 <sup>th</sup>  Detroit, MI 48226  Email: kathleen.cawley@accenture.com  Phone: 859 248 1187

8) **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract, and approve any Change Notice to the Statement of Work (each a “**Program Manager**”):

State:	Contractor:
Doug Roosa  525 W Allegan Street  Lansing, MI 48933	Jenifer Lampi  1001 Woodward Ave. 4 <sup>th</sup> Floor  Detroit, MI 48226

Email: Roosad@michigan.gov	Email: Jenifer.h.lampi@accenture.com
Phone: (517) 241-0861	Phone: (248) 761-0785

9) **Insurance Requirements.** See SCHEDULE C – INSURANCE SCHEDULE.

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

11) **Intellectual Property Rights.** The State is and will be the sole and exclusive owner of all right, title, and interest in and to all API and Work Product developed exclusively for the State under this Contract, including all Intellectual Property Rights. In furtherance of the foregoing:

- (1) Contractor will create all API and Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and
- (2) to the extent any API, Work Product, or Intellectual Property Rights do not qualify as, or otherwise fails to be, work made for hire, Contractor hereby:
- (3) assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such API or Work Product, including all Intellectual Property Rights; and
- (4) 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 API or Work Product.

Deliverables and Work Product do not include Contractor Technology, and Contractor or its licensors retain all rights in and to all Contractor Technology. "Contractor Technology" means all works of authorship, materials, information and other intellectual property created prior to or independently of the performance of the Services, or created by Contractor or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon. To the extent that the State must use Contractor Technology to use Deliverables or Work Product in a manner consistent with what was contemplated by the Parties at the time of the Acceptance of the Deliverables or Work Product, and upon payment of all fees by the State as required by the terms of this Contract, Contractor grants the State a perpetual, royalty-free, worldwide license to use said Contractor Technology for any governmental purpose. Each party is free to use concepts, techniques, and know-how retained in the unaided memories of those involved in the performance or receipt of the Services. Contractor is not precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables provided and to the extent that they do not contain State Confidential Information.

12) **Acceptance.** Acceptance for all Services and Deliverables is set forth in Exhibit A, the Statement of Work.

- 13) **Terms of Payment.** Invoices must conform to the requirements set forth in the Statement of Work. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Services and Deliverables performed as specified in the Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if the Services and Deliverables purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all prices are exclusive of taxes, if any, and the State is responsible for all sales, use, excise, value added, and any other similar taxes, duties and charges of any kind imposed by any tax authority on any amounts payable by the State directly to Contractor under this Contract, if any. If the Services purchased under this Contract are determined to be subject to taxation, applicable taxes shall be billed as a separate item on the invoice, and Contractor shall collect and remit such taxes payable by the State to such taxing authority. To the extent that the State, in a timely manner, delivers to Contractor a valid and applicable tax exemption certificate evidencing the above exemption, Contractor will not assess such tax on its invoicing.

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

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

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

The making of any payment or payments by the State, or the receipt thereof by Contractor, will in no way affect the responsibility of Contractor to perform the Services in accordance with this Contract, and will not imply the State's Acceptance of any Services or the waiver of any warranties or requirements of this Contract, including any right to Service Credits.

- 14) **Stop Work Order.** The State may suspend any or all activities under at the Statement of Work at any time. The State will provide Contractor a written stop work order detailing the suspension (a "**Stop Work Order**"). Contractor must comply with the Stop Work Order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Statement of Work. The State will not pay for Services or Deliverables, Contractor's lost profits, or any additional compensation during a stop work period. Contractor shall make good faith efforts to mitigate any costs associated with a Stop Work Order. Subject to such efforts, to the extent funds are available, the State will compensate Contractor for its reasonable costs of ramping up or down to comply with the Stop Work Order and any cancellation thereof.
- 15) **Termination for Cause.** The State may terminate this Contract, in whole or in part (including the Statement of Work), if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any State location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct during the course of the Services that may expose the State to liability; (d) breaches any of its material duties or obligations under this Contract or the Statement of Work. The State may

Terminate this Contract for Cause if Contractor fails to cure such breach within (30) days or as specified in the notice of breach, whichever is longer; provided, however, that if the State, in its sole discretion determines that Contractor violated this Section 15(a), the State may immediately suspend access to State buildings, State Data, and Adobe Workfront. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period (either one being the "Cause Termination Date"). If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 16), Termination for Convenience.

The State will only pay for amounts due to Contractor for Accepted Services rendered up to the Cause Termination Date and Deliverables Accepted by the State on or before the Cause Termination Date, 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. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Services and Deliverables from other sources.

- 16) **Termination for Convenience.** The State may terminate this Contract, in whole or in part (including the Statement of Work), without penalty and for any reason, including but not limited to, appropriation or budget shortfalls with 90 days written notice to Contractor (the "Contractor Notice Period"), provided, however that in the event of a budget shortfall or legislative or executive action that fails to appropriate funds (each a "Non-Appropriation Event"), the State may terminate this Contract by providing notice within a reasonable timeframe after such Non-Appropriation Event and Contractor must terminate Services at the end of the State's specified Contractor Notice Period (which may be immediate). The termination notice will specify whether Contractor must: (a) cease performance of the Services at the end of the Contractor Notice Period, or (b) continue to perform the Services in accordance with **Section 18)**, Transition Responsibilities (the "Convenience Termination Date"). If the State terminates this Contract for convenience, the State will pay (a) for all Accepted Services rendered, Deliverables accepted, and (b) all reasonable costs, as agreed to by the State for State approved Transition Responsibilities. Notwithstanding the foregoing, if the State terminates this Contract for a Non-Appropriation Event, the State will pay the Contractor for the above costs only to the extent funds are available.
- 17) **Termination by Contractor.** Contractor may terminate this Contract including all associated Statements of Work, only if the following requirements are met: (a) Contractor does not receive payment from the State pursuant to **Section 13)** of this Contract or the State breaches Contractor's intellectual property rights as set forth in **Section 11)** of this Contract; (b) the Parties have completed the Dispute Resolution process outlined in **Section 36)** of this Contract; (c) Contractor provides thirty (30) days written notice of its intention to terminate should the State not resolve Contractor's concerns ("State's Notice and Right to Cure Period"); and (d) the State does not resolve Contractor's concerns prior to expiration of the State's Notice and Right to Cure Period.
- 18) **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, except the State's failure to pay Contractor undisputed amounts, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its

designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Services at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services, training, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed Deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). If the State requests Contractor to provide transition assistance that exceeds that specified in subsections (a) through (e) above, the parties must mutually agree to such work. This Contract will automatically be extended through the end of the transition period.

- 19) **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 third party 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 of any third party ("Infringement Claim"); (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to negligence or willful misconduct by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable). Contractor will have no liability to the State under this section to the extent that the Infringement Claim is based upon: (I) modifications to any item made by the State without the prior knowledge and approval of the Contractor in a manner that causes the infringement; (II) use of any item in combination with any hardware, software, or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item as reflected in this Contract; (III) the failure of the State to use corrections or enhancements to such item that are made available by Contractor, provided Contractor has given the State written notice of such correction or enhancement and such correction or enhancement will not negatively impact the item; (IV) Contractor's compliance with designs, specifications or direction provided by the State or Contractor's use of materials provided by the State; or (V) use of the item for other than its intended use as reflected under this Contract.

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 reasonable satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; and (iii) employ its own counsel at the State's sole expense. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding.

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

- 20) **Infringement Remedies.** If, in either party's opinion, any of the Services or Deliverables supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the Services or Deliverables, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it. With the exception of Termination for Cause, Sections 19 and 20 constitute the State's sole and exclusive remedies and Contractor's entire liability with respect to an Infringement Claim.
- 21) **Limitation of Liability and Disclaimer of Damages.** NEITHER PARTY WILL 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, PUNITIVE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. EXCEPT WITH RESPECT TO CONTRACTOR'S INFRINGEMENT, OBLIGATIONS AS SET FORTH IN SECTION 20, INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 19(b) AND 19(c), AND STATE DATA LOSS RESPONSIBILITIES, AS SET FORTH IN SECTION 22, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER, 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 PAID UNDER THE APPLICABLE STATEMENT OF WORK DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.
- 22) **State Data.**
- a) **Ownership.** The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes the State's data collected, used, processed, stored, or generated as the result of the Services. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
  - b) **Contractor Use of State Data.** Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in confidence, using such degree of care as is 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 and any applicable Statement of Work; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
  - c) **Compromise of State Data.** In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is reasonably suspected to compromise the security, confidentiality, or integrity of State Data (State Data Loss), 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; and (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 reasonably required by the State. To the extent a State Data Loss is caused by Contractor's breach of any of its obligations

under this Contract with respect to State Data, Contractor will (c) in the case of PII, at the State's sole election, (i), assist with notification of the affected individuals who comprise the PII as determined by mutual agreement of the parties as soon as practicable but no later than is required to comply with applicable law; or (ii) reimburse the State for the reasonable cost of providing notifications of the State Data Loss to the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services designed to protect against potential fraud associated with identity theft crimes 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 twelve (12) 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 reasonable 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 third party 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; and (h) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. This Section survives termination or expiration of this Contract. Notwithstanding anything to the contrary set forth in this Section or any other provision of this Contract, in no event will Contractor's State Data Loss obligations or liability exceed \$3 million in the aggregate.

### 23) **Non-Disclosure of Confidential Information.**

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

- a) Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information,
- b) Obligation of Confidentiality. The parties agree to exercise reasonable care in keeping all Confidential Information confidential, to protect the Confidential Information of the disclosing party in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care, and not to copy, reproduce, sell, transfer, or otherwise

dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c) Cooperation to Prevent Disclosure of Confidential Information. Each party must use its commercially reasonable 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 promptly (except in the case of FTI for which Contractor will notify the State within twelve (12) hour of discovery) in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
  
- d) Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek to 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 termination, without liability to the State, of this Contract or the Statement of Work corresponding to the breach.
  
- e) Surrender of Confidential Information upon Termination. Upon termination of this Contract or the Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, each party's ability to destroy the other party's Confidential Information may be restricted by its retention and disposal schedule, in which case such Confidential Information will be protected in accordance with these Contractor Terms and then will be destroyed after the retention period expires.

#### **24) Data Privacy and Information Security.**

- a) Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality and security as further described in this Contract, the Statement of Work, and Schedule C, 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) protect the security and confidentiality of the State Data; (b) protect against any reasonably anticipated threats or hazards to the security or integrity of State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) provide for 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 as made available to Contractor, and Contractor must at all times comply with all applicable State IT Policies, Standards, and Procedures. Contractor may submit a Change Request to the State if any new or changed safeguards or policy materially affects the Services. Controlled PSPs related to this Contract are the State's Confidential Information.

- b) 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 with reasonable notice, the State, at its own expense, is entitled to perform, or to have performed by a third party, as mutually agreed to by the parties, an on-site audit of Contractor's data privacy and information security program solely as it relates to the Services and limited to systems supporting the State, so long as such audit neither unreasonably disrupts Contractor's business, nor exposes any such auditors to confidential information of Contractor's other clients. 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.
- c) Audit Findings. With respect to State Data, Contractor will review with the State any safeguards as identified by the State or by any audit of Contractor's data privacy and information security program and will implement such safeguards as mutually agreed.
- d) State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to terminate this Contract or the Statement of Work for cause if the State determines that Contractor fails or has failed to meet its obligations under this Section.

- 25) **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 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.

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

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

- 26) **Warranties and Representations.** Contractor represents and warrants to the State that: (a) It will perform all Services in a professional and workmanlike manner in accordance with generally-accepted industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under the applicable Statement of Work, and fails to successfully re-perform any Services not in accordance with this

warranty brought to its attention in writing within thirty (30) days after such Services are performed; (b) the Services and Deliverables provided by Contractor will not knowingly infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (c) it has the full right, power, and authority to enter into this Contract, to grant the rights granted under this Contract, and to perform its contractual obligations; (d) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and (e) 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. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under **Section 15**), Termination for Cause. TO THE EXTENT PERMITTED BY LAW, THE CONTRACTOR EXPRESSLY DISCLAIMS ANY WARRANTIES NOT LISTED HEREIN.

Contractor's warranties with respect to the Deliverables shall not apply to the extent any non-compliance is caused by (i) a modification to a Deliverable made by anyone other than Contractor personnel or a party expressly authorized by Contractor personnel, (ii) a use that is not contemplated in or permitted by, or necessary for the State to use the Service defined in, this Contract, (iii) errors or defects in State-supplied inputs or component parts, or (iv) any upgrade, modification or other change to any underlying application following acceptance of the Deliverable. Contractor's warranty is null and void to the extent the State places Deliverables into productive use prior to the acceptance of such Deliverables.

- 27) **Assignment.** Contractor may not assign this Contract to any other party without the prior written approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party.
- 28) **Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so,, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor or for other internal corporate purposes, or any transaction or series of transactions principally for bona fide equity financing purposes. In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
- 29) **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. To the best of Contractor's knowledge, there exists no undisclosed actual or potential conflict between Contractor and the State, and the Services under this Contract, and in the event of change in either Contractor's private interests or Services under this Contract, Contractor will inform the State regarding possible conflict of interest which may arise as a result of the change. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Services in connection with this Contract.

- 30) **Compliance with Laws.** Each party must comply with all federal, state and local laws, rules and regulations applicable to such party's businesses and/or organization.
- 31) **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 this Contract.
- 32) **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 33) **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 34) **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Services from other sources.
- 35) **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors.
- 36) **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 Business Days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' Contract Administrators and either concludes that resolution is unlikely, or fails to respond within 15 Business Days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
- 37) **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State. Neither party will use the other party's name for marketing or in news releases outside its organization without express prior written consent of the other party.
- 38) **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced

by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

- 39) **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 40) **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, payment, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 41) **Schedules.** All Schedules that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

<b>Schedule A</b>	Statement of Work
<b>Schedule B</b>	Pricing
<b>Schedule C</b>	Insurance Schedule
<b>Schedule D</b>	Service Level Agreement
<b>Schedule D</b>	Attachment 1 – Contact List
<b>Schedule E</b>	Data Security Requirements
<b>Schedule G</b>	Federal Provisions Addendum

- 42) **Entire Agreement.** This Contract, including the Statement of Work and other Schedules listed in **Section 41**), constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Contract and those of the Statement of Work or other document identified herein, the following order of precedence governs: (a) first, this Contract and Schedule C, but excluding the other Schedules, (b) second, the Statement of Work, (c) third the remaining Schedules. NO TERMS ON CONTRACTOR'S INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

SCHEDULE A - STATEMENT OF WORK

1. DEFINITIONS

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

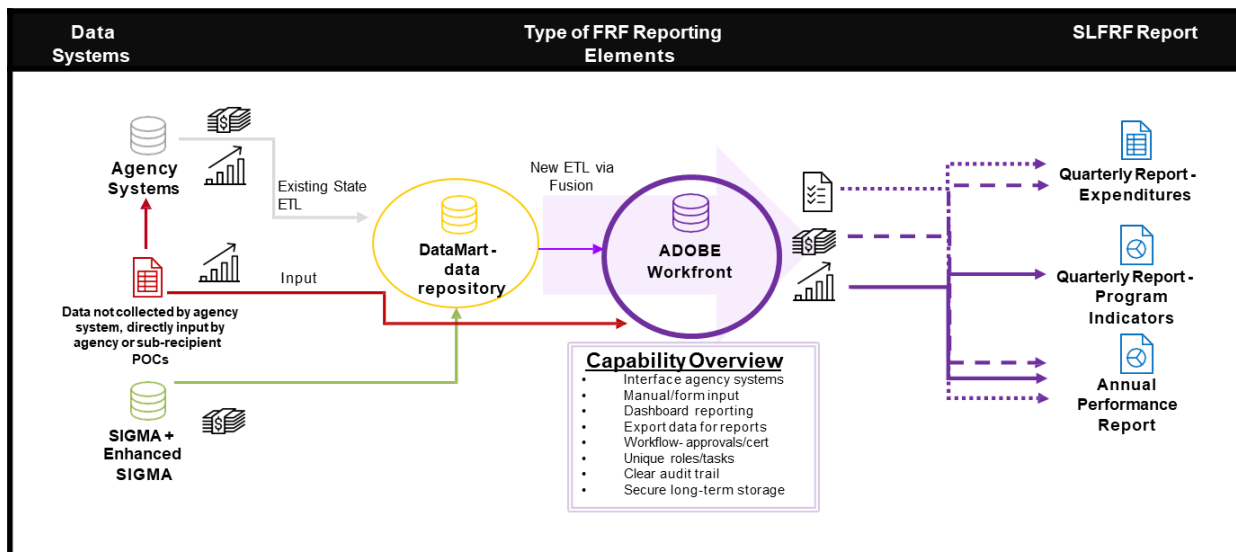
Term	Definition
FRF	State and Local Fiscal Recovery Funds as passed in the American Rescue Plan

2. PURPOSE

DTMB IT, Department Tool Owner and PMO Reporting Team are in need of a program management and reporting tool to serve as the Statewide reporting tool to meet Federal programmatic for reporting requirements for COVID Fiscal Recovery Funds (FRF) under the 2021 American Rescue Plan.

BACKGROUND:

- The State has \$6.5 billion in funds under the 2021 American Rescue Plan to be allocated through an expected 100+ projects across multiple departments.
  - 7 years of required quarterly and annual reporting of programmatic and expenditure data which must be gathered, compiled and reported into new Federal reporting system
  - 177 data elements (outcome metrics, data analysis, financial) to be reported by State Office of Accountability at individual project and combined Statewide levels
    - Estimated 60-70% of data elements can already be collected in SIGMA or Agency Systems but must be compiled and reported
    - Estimated 30-40% of data elements must be collected and then compiled and reported



OUT OF SCOPE:

- Software development not intended to support of Federal COVID stimulus or recovery funds
- Any services not related to the support of Federal COVID stimulus or recovery funds

### 3. IT ENVIRONMENT RESPONSIBILITIES

Included in **SCHEDULE E – Data Security Agreement**; the bidder will be required to meet all State PSP's, public and non-public applicable to this solution.

### 4. 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.

Upon request from the State, Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for the Solution. If the Solution is comprised of multiple products, a PAT must be provided for each product. In addition to PATs, Contractor 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 plan to achieve conformance, including timelines.

### 5. ACCESS CONTROL AND AUTHENTICATION

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 ([https://www.michigan.gov/dtmb/0,5552,7-358-82547\\_56345\\_56351\\_69611-336646--,00.html](https://www.michigan.gov/dtmb/0,5552,7-358-82547_56345_56351_69611-336646--,00.html)), which consist of:

- 6.1 MILogin/Michigan Identity, Credential, and Access Management (MICAM). 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.
- 6.2 MILogin Identity Federation. Allows federated single sign-on (SSO) for business partners, as well as citizen-based applications.
- 6.3 MILogin Multi Factor Authentication (MFA, based on system data classification requirements). Required for those applications where data classification is Confidential and Restricted as defined by the 1340.00 Michigan Information Technology Information Security Policy (i.e. the proposed solution must comply with PHI, PCI, CJIS, IRS, and other standards).
- 6.4 MILogin Identity Proofing Services (based on system data classification requirements). 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 SAML, or OAuth or OpenID interfaces for the SSO purposes.

## 6. DATA RETENTION AND REMOVAL

The State will need to retain all data for the entire length of the Contract. Upon Contract expiration, the State must have the ability to export all data in an acceptable format, so that the State can retain data for at least 5 years after the last expenditure.

The State will need the ability to delete data, even data that may be stored off-line or in backups.

The State will need to retrieve data, even data that may be stored off-line or in backups.

## 7. END USER AND IT OPERATING ENVIRONMENT

The SOM IT environment includes X86 VMware, IBM Power VM, MS Azure/Hyper-V and Oracle VM, with supporting platforms, enterprise storage, monitoring, and management running in house and in cloud hosting providers.

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 desktop and mobile & tablet site traffic, measured using Michigan.gov sessions statistics and
- The current browser identified and approved as the State of Michigan standard

This information can be found at <https://www.michigan.gov/browserstats>. Please use the most recent calendar quarter to determine browser statistics. For those desktop and mobile & tablet 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.

## 8. SOFTWARE

Software requirements are identified in **Schedule A – Table 1 Business Specification Worksheet**.

Contractor must provide a list of any third party components, and open source component included with or used in connection with the deliverables defined within this Contract. This information must be provided to the State on a quarterly basis and/or if a new third party or open source component is used in the performance of this Contract.

### **Look and Feel Standards**

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

### **Mobile Responsiveness**

If the software will be used on a mobile device as define in Schedule A – Table 1, Business Specification Worksheet, the Software must utilize responsive design practices to ensure the application is accessible via a mobile device.

### **SOM IT Environment Access**

Contractor must access State environments using one or more of the following methods:

- State provided VDI (Virtual Desktop Infrastructure) where compliant.
- State provided and managed workstation device.
- Contractor owned and managed workstation maintained to all State policies and standards.

- Contractor required interface with State systems which must be maintained in compliance with State policies and standards as set forth in **Schedule E – Data Security Requirements**.
- From locations within the United States and jurisdiction territories.

## 9. INTEGRATION

Contracting vendor will work with DTMB(EIS/BI) team and business to complete the Data Integration by meeting the below criteria.

1. Need to define the Source/target file/database/API layout.
2. Define the business rules/Transformation required for DataMart.
3. Define the Data sync schedule between source systems at agencies and DataMart.
4. Define Data Quality/Standardization rules for Data before loading into DataMart.
5. Proposed Data Integration plan should be able to utilize IBM Infosphere Information Server Platform.
5. Define a Data model for DataMart which meets reporting requirements to allow the ETL team to load the data.
6. Define the disaster recovery requirements for ETL/DataMart.
7. Define any data back up/purging requirements of source systems Data.

## 10. MIGRATION

Contracting vendor will work with DTMB(EIS/BI) team and business to complete the Data migration by meeting the below criteria.

1. Help to define the business criteria for Data Migration.
2. Provide mapping/transformation rules for Data Migration.
3. Define historical Data backup requirements for legacy data as well as newly created data on new systems.
4. Define a Data model for DataMart which meets reporting requirements to allow the ETL team to migrate the data.
5. Define the source/target layout and Database needed for ETL Team/DataMart/Reporting Team.
6. Proposed Data Migration plan should be able to utilize IBM Infosphere Information Server platform.
7. Provide System wide/Agency wide Cut off schedule for Data Migration.

## 11. TRAINING SERVICES

The Contractor must provide administration and end-user training for implementation, go-live support, and transition to customer self-sufficiency. Contractor must provide available training, in the form of user guides and recorded webinars.

## 12. 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.



13. CONTRACTOR PERSONNEL

**Contractor Contract Administrator.** Contractor resource who is responsible to(a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

<b>Contractor</b>
<b>Name: Kathleen Cawley</b> <b>Address: 1001 Woodward Ave., 4th Floor</b> <b>Detroit, MI 48226</b> <b>Phone: (859) 248-1187</b> <b>Email: Kathleen.cawley@accenture.com</b>

**Examples:**

<b>Classification</b>	<b>Skill Set</b>	<b>Years of Experience</b>
<b>Workfront SME/Oversight</b>	<ul style="list-style-type: none"> <li>Provide senior leadership sponsorship – responsible for overall engagement delivery and the Contractor’s commitments to the project</li> <li>Manage day-to day changes</li> </ul>	<b>Sid Anand</b> 15 years IT/Content/Marketing experience  <b>Kevin Ellenwood</b> 20 years IT/Digital experience
<b>Project Lead</b>	<ul style="list-style-type: none"> <li>Ability to lead complex program delivery and will assume accountability for delivery of the Adobe Workfront reporting solution. Ability to mobilize the delivery team, identify the appropriate people resources and assign these individuals to complete work activities</li> </ul>	<b>Michael B Grisinger</b> 26 years IT experience with State of Michigan; 29 years total
<b>Workfront Configuration Manager</b>	<ul style="list-style-type: none"> <li>Ability to analyze reporting requirements to inform design</li> <li>Ability to map data requirements from one or more systems to ETL for report processing</li> <li>Ability to understand data integration with technology to meet quarterly and annual reporting requirements</li> <li>Ability to research, gather and synthesize information</li> </ul>	<b>Brittany Goulbourne</b> 7 years IT experience
<b>Workfront Fusion Architect</b>	<ul style="list-style-type: none"> <li>Ability to Develop and direct Adobe Workfront system testing and validation procedures, programming, and documentation</li> </ul>	<b>TBC</b>
<b>Business Analyst</b>	<ul style="list-style-type: none"> <li>Ability to analyze reporting requirements to inform design</li> <li>Ability to map data requirements from one or more systems to ETL for report processing</li> <li>Ability to understand data</li> </ul>	<b>C.B. Taylor</b> 16 years IT experience

	integration with technology to meet quarterly and annual reporting requirements <ul style="list-style-type: none"> <li>• Ability to research, gather and synthesize information</li> </ul>	
<b>Technical Business Analyst</b>	<ul style="list-style-type: none"> <li>• Develop and direct Adobe Workfront system testing and validation procedures, programming, and documentation</li> </ul>	<b>TBC</b>

#### 14. CONTRACTOR KEY PERSONNEL

**Contractor Project Manager.** Contractor resource who is responsible to 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, matters pertaining to the receipt and processing of Support Requests and the Support Services.

<b>Contractor</b>
<b>Name: Michael Grisinger</b> <b>Address: 1001 Woodward Ave., 4th Floor Detroit, MI 48226</b> <b>Phone: (517) 410-2010</b> <b>Email: michael.b.grisinger@accenture.com</b>

**Contractor Security Officer.** Contractor resource who is responsible to respond to State inquiries regarding the security of the Contractor's Solution. This person must have sufficient knowledge of the security of the Contractor Solution and the authority to act on behalf of Contractor in matters pertaining thereto.

<b>Contractor</b>
<b>Name: Scott J. Ryan</b> <b>Address: 1001 Woodward Ave., 4th Floor Detroit, MI 48226</b> <b>Phone: (248) 513-0575</b> <b>Email: scott.j.ryan@accenture.com</b>

#### 15. CONTRACTOR PERSONNEL REQUIREMENTS

**Background Checks.** 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.

**Offshore Resources.** Not permitted under this solution.

#### 16. 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.

<b>State Contract Administrator</b>
<b>Name: Matt Weiss</b>
<b>Phone: 517-256-9895</b>
<b>Email: weissm4@michigan.gov</b>

**Program Manager.** The DTMB Program Managers (or designee) will jointly approve all Deliverables and day to day activities.

<b>DTMB Program Manager</b>
<b>Name: Doug Roosa</b>
<b>Phone: 517-241-0861</b>
<b>Email: RoosaD@michigan.gov</b>

## 17. MEETINGS

At the 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 meetings (or more or less if determined necessary by the parties) to ensure ongoing support success.

## 18. PROJECT CONTROL & REPORTS

Once the Project Kick-Off meeting has occurred, the Contractor Project Manager will monitor project implementation progress and report on a weekly or periodic basis, as agreed between the parties, 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, what was worked on and what was completed during the current 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
- 

As part of invoicing on a monthly basis, the Contractor shall also provide the following contract progress information:

- Indicate the number of hours expended during the past week, and the cumulative total to date for the project. Also, state whether the remaining hours are sufficient to complete the project
- Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

## 19. PROJECT MANAGEMENT

The Contractor Project Manager will be responsible for maintaining a 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, Contractors 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.



## 21. ADDITIONAL INFORMATION

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

SCHEDULE A – TABLE 1 - Business Specification Worksheet

The Business Specifications Worksheet contains items that the State requires to be part of the Solution.

A	B
Business Specification Number	Business Specification
<b>REQUIRED</b>	
Capability and Functionality	
1.0	The system will import data from other agency systems to eliminate need for redundant data entry by POCs.
2.0	The system will be automated to minimize manual interventions and email handoffs.
3.0	The system will reconfigure on-demand when new programs are developed; dynamic system with automated field generation based on prior field responses.
4.0	The system will have push notifications that generates emails to users to complete tasks.
5.0	The system will easily ingest information provided by external users (subrecipients/agencies) via forms or interface.
6.0	The system will automate calculations of data fields across systems (including SIGMA) of fields by project.
7.0	The system will have the ability for users to correct individual data fields in a saved certified reports without re-keying the entire form.
8.0	The system will have progress dashboard/ visualization capabilities.
9.0	The Contractor will configure reporting to match exact requirements for federal upload template.
Security, Controls and Workflow	
10.0	The system will have the ability to assign unique roles and permissions to users.

11.0	The system will have the ability to assign unique tasks to users and track the completion of those tasks.
12.0	The system will have built-in workflows for PMO and OOA
13.0	The system and processes will provide support for clean audit trail.
14.0	Secured storage retention for 5 years after last expenditures (2026 + 5 = 2031)
15.0	The system will have the ability to certify reports within the system.
16.0	The system will have the ability to reject certain data points provided by POCs instead of the entire form/interface.
17.0	The system will have role-based security access.
18.0	The system will capture customized data fields (up to 134) including string (text), numeric (metrics), date.
19.0	The system will be dynamic with automated field generation based on prior field responses.
20.0	The system will be dynamic with automated field generation based on prior field responses.

**Specific Reporting Requirements:**

This table provided for illustrative purposes only; exact reporting requirements will be developed based upon the programs appropriated by the State, as well as Federal reporting guidance, as it continues to evolve.

**Quarterly Programmatic Performance Requirement  
 36 data elements consisting of string data (text), numbers (metrics) and date fields**

	<b>Total Quarterly Performance Report Requirements</b>	<b>Significance: What does this mean for TBD Reporting System?</b>
<b>Number of Reporting Requirements in this Category</b>	<b>43</b>	Requirements are dependent on the program's expenditure categories. Each program will not require all 36 requirements.
<b>Data Capture Level</b>	<b>Project-level:</b> 15 of 43 <b>Sub-recipient level:</b> 28 of 43	Tool must be able to capture data from sub-recipients and agencies.



<b>Data Types</b>	<b>String:</b> 17 of 43 <b>Number:</b> 18 of 43 <b>Date:</b> 2 of 43 <b>Pre-defined values:</b> 3 of 43 <b>Y/N:</b> 3 of 43	Tool must be able to ingest and/or create new fields for the data types listed here.
<b>Static v. Dynamic</b>	<b>Static:</b> 25 of 36 <b>Dynamic:</b> 18 of 36	Several reporting requirements will include data that changes over time.
<b>Reporting Requirement Examples</b>	<ul style="list-style-type: none"> <li>• Number of FTEs rehired by governments under this authority</li> <li>• General revenue collected over the past 12 months as of the most recent calculation date</li> <li>• Number of individuals served (by program)</li> <li>• Number of workers to be served</li> </ul>	(See full listing of required data elements in the Reference Material at the end of this presentation)

**Annual Programmatic Performance Requirements**  
 98 data elements consisting of string data (text), numbers (metrics) and date fields

	<b>Total Annual Performance Report Requirements</b>	<b>Significance: <i>What does this mean for TBD Reporting System?</i></b>
<b>Number of Reporting Requirements in this Category</b>	<b>98</b>	Requirements are dependent on the program's expenditure categories. Each program will not require all 98 requirements.

<b>Data Capture Level</b>	<b>Project-level:</b> 77 of 98 <b>Sub-recipient level:</b> 21 of 98	The reporting system will need to capture data from sub-recipients and agencies.
<b>Data Types</b>	<b>String:</b> 46 of 98 <b>Number:</b> 50 of 98 <b>Date:</b> 2 of 98	Tool must be able to ingest and/or create new fields for the data types listed here.
<b>Static v. Dynamic</b>	<b>Static:</b> 50 of 98 <b>Dynamic:</b> 48 of 98	Several reporting requirements will include data that changes over time.
<b>Reporting Requirement Examples</b>	<ul style="list-style-type: none"> <li>• Project names</li> <li>• Project funding amounts</li> <li>• Project identification numbers</li> <li>• Number of students participating in evidence-based tutoring programs (where possible, disaggregated by race, income, ethnicity and gender)</li> </ul>	(See full listing of required data elements in the Reference Material at the end of this presentation)

**Quarterly Report Programmatic Performance Indicators**

Report Section	Scope	Required Data Element	# of Expenditure Categories Included	Data Type
<b>Project Information</b>	All Projects	Current period obligation	All	Number
		Cumulative obligation	All	Number

		Demographic distribution	All	Yes/No
		Civil Rights Compliance	All	Yes/No
	Subrecipient Award > \$50,000	Organization Type	All	Pre-defined values
		Quarterly obligation amount	All	Number
	Subrecipient Award > \$50,000	Quarterly obligation amount	All	Number
<b>Program Indicators</b>	Payroll for Public Health and Safety (E.C. 1.9)	Number of FTEs rehired by governments under this authority	1	Number
	Household Assistance (EC 2.1-2.5)	List the School District if all schools within the school district received some funds. If not all schools within the school district received funds, list the School ID of the schools that received funds.	5	String
		List of sectors designated as critical to the health and well-being of residents by the chief executive of the jurisdiction, if beyond those included in the Interim Final Rule	5	Number
		Number of workers to be served	5	String
	Small Business Economic Assistance (EC 2.9)	Employer sector for all subawards to third-party employers (i.e., employers other than the State, local, or Tribal government) (Note: a list of sectors will be provided in the forthcoming users' guide).	1	String
		A brief written narrative justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency	1	Number
		General revenue collected over the past 12 months as of the most recent calculation date, as outlined in the Interim Final Rule (for example, for the January 31, 2022 report, recipients should provide 12 month general revenue as of December 31, 2021);	1	String
	Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (EC 2.11-2.12):	Calculated revenue loss due to the Covid-19 public health emergency;	2	String
		An explanation of how the revenue replacement funds were allocated to government services	2	String
		Number of FTEs rehired by governments under this authority	2	Pre-defined values

		List the School District if all schools within the school district received some funds. If not all schools within the school district received funds, list the School ID of the schools that received funds.	2	String
<b>Program Indicators</b>	Rehiring Public Sector Staff (EC 2.14):	Number of FTEs rehired by governments under this authority	1	Number
	Education Assistance (EC 3.1-3.5):	List the School District if all schools within the school district received some funds. If not all schools within the school district received funds, list the School ID of the schools that received funds.	5	String
	Premium Pay (both Public Sector EC 4.1 and Private Sector EC 4.2):	List of sectors designated as critical to the health and well-being of residents by the chief executive of the jurisdiction, if beyond those included in the Interim Final Rule	2	String
		Number of workers to be served	2	Number
		Employer sector for all subawards to third-party employers (i.e., employers other than the State, local, or Tribal government) (Note: a list of sectors will be provided in the forthcoming users' guide).	2	Pre-defined values
		A brief written narrative justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency	2	String
	Revenue replacement (EC 6.1):	General revenue collected over the past 12 months as of the most recent calculation date, as outlined in the Interim Final Rule (for example, for the January 31, 2022 report, recipients should provide 12 month general revenue as of December 31, 2021);	1	Number
		Calculated revenue loss due to the Covid-19 public health emergency;	1	Number
		An explanation of how the revenue replacement funds were allocated to government services	1	String
	<b>Program Indicators</b>	Infrastructure Projects (EC 5) - All Infrastructure	Projected/actual construction start date (month/year)	17
Projected/actual initiation of operations date (month/year)			17	Date
Location (for broadband, geospatial location data)			17	String

	Infrastructure Projects (EC 5) > \$10M	Project employment and local impact report	17	String
		Project workforce continuity plan	17	String
		Whether the project prioritizes local hires (Yes/no)	17	Yes;No
		Whether the project has a Community Benefit Agreement, with a description of any such agreement.	17	String
	Water and sewer projects (EC 5.1-5.15)	National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)	15	String
		Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)	15	Number
	Broadband projects (EC 5.16-5.17)	Speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering	2	Number
		Technology to be deployed	2	String
		Miles of fiber	2	Number
		Cost per mile	2	Number
		Cost per passing	2	Number
		Number of projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload	2	Number
		Number of institutions and businesses projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization	2	Number

**Performance Report:  
 Required Performance Indicators**

Report Section	Scope	Requirement	Data Type
<b>Project Inventory</b>	Cross-program/ comprehensive response	List the project names (as listed in the Program and Expenditure Report)	String
	Cross-program/ comprehensive response	List the project funding amounts	Number
	Cross-program/ comprehensive response	List the project identification numbers (as listed in the Program and Expenditure Report)	String
<b>Table of Expenses by Expenditure Category</b>	Cross-program/ comprehensive response	Amount of funds used in each Expenditure Category	Number
	Cross-program/ comprehensive response	Amount of cumulative expenses to date within each Expenditure Category	Number
	Cross-program/ comprehensive response	Amount of additional funds spend within each Expenditure Category since the last annual Recovery Plan	Number
<b>Executive Summary</b>	Cross-program/ comprehensive response	Provide a high-level overview of State's plan for use of funds to promote a response to the pandemic and economic recovery	String
	Cross-program/ comprehensive response	Provide a high-level overview of key outcome goals	String
	Cross-program/ comprehensive response	Provide a high-level overview of progress to date on those outcomes and any noteworthy challenges or opportunities identified during reporting period	String
<b>Use of Funds</b>	Cross-program/ comprehensive response	Describe intended and actual uses of funds: how approach will support strong and equitable recovery from pandemic and economic downturn	String
	Cross-program/ comprehensive response	Describe any strategies employed to maximize programmatic impact and effective, efficient, equitable outcomes	String

Use of Funds	Public Health (EC 1)	Describe how funds are being used to respond to COVID19 and broader health impacts of COVID19/public health emergency	String
	Negative Economic Impacts (EC 2)	Describe how funds are being used to respond to negative economic impacts of COVID19, including households and small businesses	String
	Services to Disproportionately Impacted Communities (EC 3)	Describe how funds are being used to provide services to communities disproportionately impacted by COVID19	String
	Premium Pay (EC 4)	Describe the approach, goals and types of sectors or occupations served in any premium pay program; describe how approach prioritizes low-income workers	String
	Water, sewer, and broadband infrastructure (EC 5)	Describe the approach, goals and types of projects being pursued, if pursuing	String
	Revenue Replacement (EC 6)	Describe loss in revenue due to COVID19 and how funds have been used to provide government services	String
	Promoting	Cross-program/ comprehensive response	<b>Goals:</b> Describe whether there are historically underserved, marginalized, or adversely affected groups that you intend to serve
Equitable Outcomes	Cross-program/ comprehensive response	<b>Awareness:</b> Describe how equal and practical it is for residents or businesses to become aware of the services funded through SLFRF	String
	Cross-program/ comprehensive response	<b>Access and Distribution:</b> Describe any differences in access to benefits and services across groups	String
	Cross-program/ comprehensive response	<b>Access and Distribution:</b> Describe any administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria	String

	Cross-program/ comprehensive response	<b>Outcomes:</b> Describe whether intended outcomes are focused on closing gaps, reaching universal levels of service or disaggregating progress by race, ethnicity, and other equity dimensions where relevant for the policy objective	String
<b>Promoting</b>  <b>Equitable Outcomes</b>	Cross-program/ comprehensive response	Describe how planned or current use of funds prioritizes economic and racial equity as a goal	String
	Cross-program/ comprehensive response	Describe how planned or current use of funds names specific targets intended to produce meaningful equity results at scale	String
	Cross-program/ comprehensive response	Describe how planned or current use of funds will be used towards strategies to achieve those targets	String
	Negative Economic Impacts (EC 2)	Describe how overall equity strategy translates to specific services or programs in this expenditure category	String
	Services to Disproportionately Impacted Communities (EC 3)	Describe how overall equity strategy translates to specific services or programs in this expenditure category	String
	Cross-program/ comprehensive response	Describe how approach achieved, promoted or progressed towards equitable outcomes using qualitative data	String
	<b>Promoting</b>  <b>Equitable Outcomes</b>	Cross-program/ comprehensive response	Describe how approach achieved, promoted, or progressed towards equitable outcomes using quantitative data
Cross-program/ comprehensive response		Describe any constraints or challenges that impacted success in terms of increasing equity	String
Cross-program/ comprehensive response		Describe geographic distribution of funding	String; Number
Cross-program/ comprehensive response		Describe demographic distribution of funding	String; Number



<b>Community Engagement</b>	Cross-program/ comprehensive response	Describe how planned or current use of funds incorporates written, oral and other forms of input that capture diverse feedback from constituents, community-based organizations, and communities	String
	Cross-program/ comprehensive response	If relevant, describe how funds will build the capacity of community organizations to serve people with significant barriers to services, including people of color, people with low incomes, limited English proficient populations, and other underserved groups.	String
<b>Labor Practices</b>	Water, sewer, and broadband infrastructure (EC 5)	Report whether project labor agreements are being utilized	String
	Water, sewer, and broadband infrastructure (EC 5)	Report whether community benefits agreements are being utilized	String
	Water, sewer, and broadband infrastructure (EC 5)	Report whether prevailing wage requirements are being utilized	String
	Water, sewer, and broadband infrastructure (EC 5)	Report whether local hiring is being utilized	String
<b>Labor Practices</b>	Water, sewer, and broadband infrastructure (EC 5)	Describe workforce practices on any infrastructure projects being pursued	String
	Water, sewer, and broadband infrastructure (EC 5)	Describe how projects are using strong labor standards to promote effective and efficient delivery of high-quality infrastructure projects while also supporting the economic recovery through strong employment opportunities for workers	String
<b>Use of Evidence</b>	Cross-program/ comprehensive response	Describe the goals of the project and the evidence-base for interventions funded by project	String
	Public Health (EC 1); Negative Economic Impacts (EC 2); Services to Disproportionately Impacted Communities (EC 3)	Dollar amount of total project spending allocated towards evidence-based interventions for each project in expenditure categories 1-3.	Number

	Program evaluations	Describe evaluation design including whether it is randomized or quasi-experimental	String
	Program evaluations	Describe key research questions being evaluated	String
	Program evaluations	Describe whether the study has sufficient statistical power to disaggregate outcomes by demographics	String
<b>Use of Evidence</b>	Program evaluations	Describe the timeframe for completion of the evaluation (including link to completed evaluation if relevant)	String
	Program evaluations	Upon evaluation completion (or sufficient efficacy) determine whether spending for the evaluation should be counted towards the dollar amount categorized as evidence-based for the relevant project	Number
<b>Table of Expenses by Expenditure Category</b>	Cross-program/ comprehensive response	Amount of funds used in each Expenditure Category	Number
	Cross-program/ comprehensive response	Amount of cumulative expenses to date within each Expenditure Category	Number
	Cross-program/ comprehensive response	Amount of additional funds spend within each Expenditure Category since the last annual Recovery Plan	Number
<b>Project Inventory</b>  <b>(cont.)</b>	Cross-program/ comprehensive response	Use the Program and Expenditure Report to list the projects' Expenditure Category	String
	Cross-program/ comprehensive response	Use the Program and Expenditure Report to provide an overview of the projects' main activities	String
	Cross-program/ comprehensive response	Use the Program and Expenditure Report to list the projects' approximate timelines: project start date	Date
	Cross-program/ comprehensive response	Use the Program and Expenditure Report to list the projects' approximate timelines: project end date	Date

	Cross-program/ comprehensive response	Use the Program and Expenditure Report to list the projects' primary delivery mechanisms and partners	String
	Cross-program/ comprehensive response	Use the Program and Expenditure Report to list the projects' intended outcomes (if applicable)	String
<b>Project Inventory (cont.)</b>	Water, sewer, and broadband infrastructure (EC 5)	National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)	String
	Water, sewer, and broadband infrastructure (EC 5)	Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)	String
	Water, sewer, and broadband infrastructure (EC 5)	Describe how the project(s) contribute to addressing climate change	String
<b>Performance Report</b>	Cross-program/ comprehensive response	Include both output and outcome measures by individual projects or crosscutting indicators	String
	Cross-program/ comprehensive response	For each project, include a related outcome goal and information on achieving these outcome goals	String
	Program evaluations	Outcome measures should align with those being evaluated	String
<b>Ineligible Activities: Tax Offset Provision</b>	Cross-program/ comprehensive response	<b>Revenue-reducing covered changes:</b> for each reporting year, report the value of covered changes that the recipient predicts will have the effect of reducing tax revenue in a given reporting year (revenue-reducing covered changes)	Number
	Cross-program/ comprehensive response	<b>Baseline Revenue:</b> determine whether the aggregate value of the revenue-reducing covered changes in the reporting year is less than one percent of baseline revenue	String; Number

	Cross-program/ comprehensive response	<b>Actual Tax Revenue:</b> determine actual tax revenue received by the State in the reporting year (as defined in Interim Final Rule)	Number
	Cross-program/ comprehensive response	<b>Reduction in Net Tax Revenue:</b> baseline revenue minus actual tax revenue in each reporting year	Number
	Cross-program/ comprehensive response	<b>Any revenue-increasing covered changes:</b> value of covered changes that will have the effect of increasing tax revenue in a given reporting year	Number
	Cross-program/ comprehensive response	<b>Net reduction in total spending, and tables of specific spending cuts:</b> calculate the amount of spending cuts that are available to offset a reduction in tax revenue	Number
<b>Ineligible Activities: Tax Offset Provision</b>	Cross-program/ comprehensive response	<b>Net reduction in total spending, and tables of specific spending cuts:</b> total spending for a given reporting year excluding FRF	Number
	Cross-program/ comprehensive response	<b>Net reduction in total spending, and tables of specific spending cuts:</b> total spending for fiscal year ending in 2019	Number
	Cross-program/ comprehensive response	<b>Net reduction in total spending, and tables of specific spending cuts:</b> for each reporting unit report the amount of the reduction in spending in the reporting unit relative to its inflation-adjusted FY2019 level	Number
	Cross-program/ comprehensive response	<b>Net reduction in total spending, and tables of specific spending cuts:</b> for each reporting unit report the amount of any FRF spent in the reporting unit	Number
<b>Performance Report</b>	Cross-program/ comprehensive response	<b>Net reduction in total spending, and tables of specific spending cuts:</b> total spending for a given reporting year excluding FRF	Number
	Cross-program/ comprehensive response	<b>Net reduction in total spending, and tables of specific spending cuts:</b> total spending for fiscal year ending in 2019	Number
	Cross-program/ comprehensive response	<b>Net reduction in total spending, and tables of specific spending cuts:</b> for each reporting unit report the amount of the reduction in spending in the reporting unit relative to its inflation-adjusted FY2019 level	Number
	Cross-program/ comprehensive response	<b>Net reduction in total spending, and tables of specific spending cuts:</b> for each reporting unit report the amount of any FRF spent in the reporting unit	Number

	Cross-program/ comprehensive response	<b>Net reduction in total spending, and tables of specific spending cuts:</b> for each reporting unit report the amount by which the reduction in spending exceeds the FRF spent in the reporting unit	Number
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SCHEDULE B – PRICING

Pricing includes all costs for the support, implementation, and training for the Solution.

1. Implementation Fees. All costs associated with Implementation Services are included below (e.g., configuration, customization, migration, integration, testing, etc.) (the “**Implementation Fees**”). All costs are firm fixed.

Major Cost Category	Description	High-level Estimate
DTMB – Feasibility Assessments	EASA, ATO Assessments	\$25,000
DTMB Project Management	Implementation lead	\$0
PMO Costs (Design)	Develop functional requirements	Included in current PMO contract
Phase 1	Build out and test tool	\$319,420
Phase 2	Add data interface	\$293,580
Subtotal of Implementation Costs	Excluding DTMB Feasibility Assessment Costs	
Accenture Investment		(\$118,000)
Total Costs to Build and Operate Workfront 2021-2022 (excluding \$25k of DTMB costs)		\$513,000

**Cost Assumptions:**

- Pricing reflects current Accenture rate card in current PMO contract
  - Includes Accenture services to lead and complete EASA and ATO certification requirements
  - Accenture’s PMO team would provide SME support to the technical team for business functionality
  - System would be validated in Sprint 1 by running data reported for the 1/31 US Treasury deadline with current Excel-based system, in Workfront after the 1/31 US Treasury deadline, and before Phase 2 of this work
  - Assumes that data is made available from agencies or DTMB Datamart on a timely basis to assist with validation testing at the conclusion of Sprint 1
  - Includes technical support for developing change management and training materials
  - Execution of training and change management would be covered by PMO staffing estimates already submitted to SOM
2. Postproduction Warranty. The Contractor must provide a 90 calendar days postproduction warranty at no cost to the State. The postproduction warranty will meet all requirements of the contract, including all Support Services identified in Schedule D.
  3. Rate Card for Ancillary Professional Services.

Resource	On-Shore and Off-Site Hourly Rate
<b>Senior Manager (Workfront SME/Oversight)</b>	\$325
<b>Manager (Project Lead)</b>	\$275
<b>Manager (Workfront Configuration Manager)</b>	\$275
<b>Staff (Workfront Fusion Architect)</b>	\$180
<b>Staff (Business Analyst)</b>	\$180
<b>Staff (Technical Business Analyst)</b>	\$180

Price proposals must include a fixed-price hourly-rate rate card for ancillary professional services (e.g. future enhancement configuration services) broken down by role (e.g. Solution design architect). If Bidder differentiates between on-site and remote services, provide pricing for both.

5. Additional Pricing Terms

**Travel and Expenses**

The State does not pay for overtime or travel expenses.



SCHEDULE C - INSURANCE SCHEDULE

Required Coverage.

1.1 **Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (i) protect the State from claims that arise out of, are alleged to arise out of, or otherwise result from Contractor's or subcontractor's performance; (ii) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (iii) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate Limit	Policy must be 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 20 10 12 19 and CG 20 37 12 19.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Accident	Policy must: (1) be endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
<b>Professional Liability Insurance</b>	
<u>Minimal Limits:</u> \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate	Policy must cover information security and privacy liability including: (1) unauthorized access or use of a computer system or network, (2) denial of service attacks, (3) receipt or transmission of malicious code, (4) failure to protect confidential, personal or corporate information, (5) wrongful collections of confidential, personal, or corporate information, (6) violation of privacy laws, statutes, or regulations in connection

Required Limits	Additional Requirements
	with an event described in (4) or (5) above, and (7) media liability.

1.2 If any required policies provide claims-made coverage, the Contractor must: (i) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (ii) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (iii) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

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

1.4 This Section is not intended to and is not to 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).

## SCHEDULE D - SERVICE LEVEL AGREEMENT

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 Schedule shall have the respective meanings given to them in the Contract Terms and Conditions.

**“Contact List”** means a current list of Contractor contacts and telephone numbers set forth in the attached **Schedule D – Attachment 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 identification, diagnosis and correction of Errors by the State.

**“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 Error! Reference source not found.**

**“Service Credit”** has the meaning set forth in **Section Error! Reference source not found.**

**“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 Error! Reference source not found.**

**“State Cause”** means any of the following causes of an Error: (a) a State server hardware problem; (b) a desktop/laptop hardware problem; or (c) a State network communication problem.

**“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 am – 6 pm Monday - Friday.

**“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 Error! Reference source not found.**

**2. Support Services.** The State will provide First Line Support prior to making a Service Request for Second Line Support. Contractor shall perform all 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 2.**

2.1 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 Support Hours;
- (d) provide on-premise Second Line Support to the State if remote Second Line Support will 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.

2.2 Support Requests. Once the State has determined that an Error is not the result of a **State Cause**, 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 2.4** (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.

2.3 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.

2.4 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)
<b>Critical Service Error</b>	(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.
<b>High Service Error</b>	(a) A Critical Service Error for which the State has received, within the Resolution time for Critical Service Errors, a work-around that the State has accepted in writing; or  (b) Primary component failure that materially impairs Software's performance;  (c) Data entry or access is materially impaired on a limited basis; or  (d) performance issues of severe nature impacting critical processes	Contractor shall acknowledge receipt of a Support Request or, where applicable, the State's written acceptance of a Critical Service Error work-around, within twenty-four (24) hours.	Contractor shall Resolve the Support Request as soon as practicable and no later than two (2) 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.

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
<b>Medium Service Error</b>	An isolated or minor Error in the Software that meets any of the following requirements:  (a) does not significantly affect Software functionality;  (b) can or does impair or disable only certain non-essential Software functions; or  (c) does not materially affect the State's use of the Software	Contractor shall acknowledge receipt of the Support Request within two (2) Business Days.	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.
<b>Low Service Error</b>	Request for assistance, information, or services that are routine in nature.	Contractor shall acknowledge receipt of the Support Request within five (5) Business Days.	N/A

2.5 Escalation. 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 Contractor Project Manager and State Program Managers, or their designees, and then to the parties' respective Contract Administrators.

2.6 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.

2.7 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.

**3. Service Credits.**

3.1 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 withhold payment until Sprints, as detailed in **SCHEDULE B - PRICING**, have been completed.

3.2 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.

**4. 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.

SCHEDULE D - Attachment 1 – Contact List

<b>Contact Name</b>	<b>Contact Role</b>	<b>Contact Information</b>
Kathleen Cawley	Contractor Contract Administrator	1001 Woodward Ave. 4 <sup>th</sup> Floor Detroit, MI 48226 <b>Email:</b> <a href="mailto:Kathleen.cawley@accenture.com">Kathleen.cawley@accenture.com</a> <b>Phone:</b> (859) 248-1187
Jenifer H. Lampi	Contractor Program Administrator	1001 Woodward Ave. 4 <sup>th</sup> Floor Detroit, MI 48226 <b>Email:</b> <a href="mailto:Jenifer.h.lampi@accenture.com">Jenifer.h.lampi@accenture.com</a> <b>Phone:</b> (248) 761-0785
Michael Grisinger	Contractor Project Administrator	1001 Woodward Ave., 4 <sup>th</sup> Floor Detroit, MI 48226 <b>Email:</b> <a href="mailto:Michael.b.grisinger@accenture.com">Michael.b.grisinger@accenture.com</a> <b>Phone:</b> (517) 410-2010
Madeline Hinkamp	Contractor Project Coordinator	161 N. Clark Street Chicago, IL 60601 <b>Email:</b> <a href="mailto:Madeline.hinkamp@accenture.com">Madeline.hinkamp@accenture.com</a> <b>Phone:</b> (847) 513-3949



## SCHEDULE E – 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 **Schedule** 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.

“**FedRAMP**” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

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

“**Hosting Provider**” means any Permitted Subcontractor that is providing any or all of the Hosted Services under this Contract.

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

“**PCI**” means the Payment Card Industry.

“**PSP**” or “**PSPs**” means the State’s IT Policies, Standards and Procedures.

“**SSAE**” means Statement on Standards for Attestation Engagements.

“**Security Accreditation Process**” has the meaning set forth in **Section 6** of this Schedule

**2. Security Officer.** Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Hosted Services who has sufficient knowledge of the security of the Hosted Services and the authority to act on behalf of Contractor in matters pertaining thereto (“**Contractor Security Officer**”).

**3. Contractor Responsibilities.** 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 any State Data in Contractor’s or its subcontractor’s possession; and
- (e) ensure that all Contractor Representatives comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. 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 public and non-public State IT policies and standards, of which the publicly available ones are at [https://www.michigan.gov/dtmb/0,5552,7-358-82547\\_56579\\_56755---,00.html](https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html).

This responsibility also extends to all service providers and subcontractors with access to State Data or an ability to impact the contracted solution. Contractor responsibilities are determined from the PSPs based on the services being provided to the State, the type of IT solution, and the applicable laws and regulations.

**4. Acceptable Use Policy.** To the extent that Contractor has access to the State's IT environment, 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](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 State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.

**5. Protection of State's Information.** Throughout the Term and at all times in connection with its actual or required performance of the Services, if the Contractor is providing Hosting Services, then the Contractor will:

5.1 If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 15.1** of the Contract;

5.2 for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs.

5.3 ensure that the Software and State Data is securely hosted, supported, administered, accessed, and backed up in a data center(s) that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards ([www.uptimeinstitute.com](http://www.uptimeinstitute.com)), or its equivalent;

5.4 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 Data that complies with the requirements of the State's data security policies as set forth in this Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;

5.5 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.6 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 "malicious actors" and others who may seek, without authorization, to destroy, disrupt, damage, encrypt, modify, copy, access or otherwise use Hosted Services 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) State Data 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 Data;

5.7 ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 128 bits or higher;

5.8 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

5.9 ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

**6. Security Accreditation Process.** Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the 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 within two weeks of the State's request. On an annual basis, or as otherwise required by the State such as for significant changes, 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 and required evidence 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, perform related remediation activities, and provide evidence of compliance. 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. Failure to comply with this section will be deemed a material breach of the Contract.

**7. Unauthorized Access.** Contractor may not access, and must not permit any access to, State systems, in whole or in part, whether through the Hosted Services 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. 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.

## **8. Security Audits.**

8.1 During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.

8.2 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. 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 regarding data under Contractor's control. If the State chooses to perform an on-site audit, Contractor will, 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 Hosted Services and their housing facilities and operating environments.

8.3 During the Term, if Contractor is providing Hosting Services, the Contractor will, when requested by the State, provide a copy of Contractor's and Hosting Provider's FedRAMP System Security Plan(s) or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.

8.4 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.

8.5 The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section 8**.

**9. Application Scanning.** During the Term, Contractor must, at its sole cost and expense, scan all Contractor applications, and must analyze, remediate and validate all vulnerabilities identified by the scans as required by the State Secure Web Application and other applicable PSPs.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

9.1 Dynamic Application Security Testing (DAST) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST)).

(a) Contractor must either a) grant the State the right to dynamically scan a deployed version of the Software; or b) in lieu of the State performing the scan, Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool, and provide the State with a vulnerabilities assessment after Contractor has completed such scan. These scans and assessments i) must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release; and ii) scans must be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations or the actual production environment.

9.2 Static Application Security Testing (SAST) - Scanning source code for vulnerabilities, analysis, remediation, and validation.

(a) For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete static application source code scanning, including the analysis, remediation and validation of vulnerabilities identified by application source code scans. These scans must be completed for all source code initially, for all updated source code, and for all source code for each major release and Contractor must provide the State with a vulnerability assessment after Contractor has completed the required scans.

9.3 Software Composition Analysis (SCA) – Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation, and validation.

(a) For Software that includes third party and open source software, all included third party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third party and open source software initially, for all updated third party and open source software, and for all third party and open source software in each major release and Contractor must provide the State with a vulnerability assessment after Contractor has completed the required scans if not provided as part of SAST and/or DAST reporting.

9.4 In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified by the State.

(a) If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).

(b) Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

#### **10. Infrastructure Scanning.**

10.1 If Contractor is providing Hosting services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and provide the scan's assessments to the State in a format that is specified by the State and used to track the remediation. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State's PSPs.

#### **11. 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 F - Federal Provisions Addendum

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any 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. Equal Employment Opportunity

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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## 2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** in excess of \$2,000, the Contractor (and its Subcontractors) 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"), and during performance of this Contract the Contractor agrees as follows:

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

## 3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, 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, and during performance of this Contract the Contractor agrees as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

#### 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, and during performance of this Contract the Contractor agrees as follows:

- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.



## 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 and the Federal Water Pollution Control Act

If 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](#)), and during performance of this Contract the Contractor agrees as follows:

### Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

### Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding 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 \(51 FR 6370; February 21, 1986\)](#) and [12689 \(54 FR 34131; August 18, 1989\)](#), “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](#).

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000,

subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **8. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

#### **9. Procurement of Recovered Materials**

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **10. Additional FEMA Contract Provisions.**

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- (1) Access to Records. The following access to records requirements apply to this contract:
  - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

(3) DHS Seal, Logo, And Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(4) Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(5) No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

(6) Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

Schedule H, Attachment 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

The Contractor, Accenture certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date