



STATE OF MICHIGAN PROCUREMENT
 Michigan Department of State
 430 West Allegan Street, Lansing, MI 48918

CONTRACT CHANGE NOTICE

Change Notice Number 3
 to
 Contract Number 231, 19000001018

CONTRACTOR	Humans First Detroit, dba Civilla
	44 Burroughs Street, Suite 210
	Detroit, MI 48202
	Michaels Brennan, CEO
	313.449.1878
	michael@civilla.com
	CV0058129

STATE	Program Manager	Shawn Starkey	MDOS
		517.636.6115	
		StarkeyS@michigan.gov	
	Contract Administrator	Chad Bassett	MDOS
		517.241.2646	
		bassettc@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: adding statement of work for Phase 2 for human centered design project for the Office of Hearings and Administrative Oversight				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
8/1/2019	7/31/2022	6, 1 years	7/31/2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$537,500		\$175,000	\$712,500	
DESCRIPTION: Effective March 2, 2021 this contract is increased by \$175,000,000 and will include the additional scope of work reflected in Schedule A for Phase 2 of the OHAO project. All terms and conditions remain the same.				

FOR THE CONTRACTOR:

Humans First Detroit dba Civilla

Company Name

Michael J. Brennan

Authorized Agent Signature

Michael Brennan

Authorized Agent (Print or Type)

2/23/2021

Date

FOR THE STATE:

[Signature]

Signature

Chad Bassett / Procurement Manager

Name & Title

Michigan Department of State

Agency

3/2/2021

Date

STATE OF MICHIGAN

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES for Human Centered Review of Hearings Process PHASE II

BACKGROUND

Currently, the process for requesting a hearing through the Michigan Department of State is complex and time consuming. There are many steps a person must take to regain their driving privileges. These steps include completing a hearing request form, completing a substance abuse evaluation form and drug screen, and collecting notarized letters of support. Hearing requests may be submitted by offenders directly or through their attorneys.

MDOS processes about 10,000 of these cases each year. Only ~15% of the requests for hearings come in online while the other ~85% are submitted on paper (through fax or mail). Requests are processed by a small team of 11 internal staff at MDOS. This team collects required documentation and paperwork, determines eligibility, and helps schedule the hearings.

Once a hearing is scheduled, the process engages prosecutors (who represent MDOS in Circuit Court) as well as officers (who hold the hearings by video or at three live hearing sites across the state). Each hearing is allotted an hour, and officers complete seven each day. During the hearing, the officers review documentation from the case, listen to testimony, and call in witnesses. After the hearing, officers review the evidence along with administrative rules and statutes to make a final determination and draft an order. On the back end, MDOS internal staff are responsible for reviewing the orders and putting final actions onto customers' driving records.

Currently, there are important opportunities to streamline the hearing process to make the experience simpler for customers to complete and easier for staff to process. Building on the success of the new renewal forms, MDOS will partner with Vendor, a nonprofit design studio based in Detroit, to design a streamlined process for hearings in Michigan.

SCOPE

Streamlining the hearings process for the Michigan Department of State.

1. REQUIREMENTS

Vendor will conduct human-centered research with three primary areas of focus with the expected outcomes.

Reduced: phone calls and customer service requests

- Reduced: errors and incomplete cases
- Reduced: case processing time
- Improved: online transactions
- Improved: user experience

A. Form Design | Redesign MDOS correspondence to make hearings easier for customers to complete and faster for staff to process. Forms for research and review will include:

- SOS-257 Hearing Request
- SOS-258 Substance Abuse Evaluation
- Online Instructions

- Notice of Hearing
- Orders
- IA83 Report of Refusal
- Circuit Court petition

B. Online Experience | Improve awareness and usability of the website and online portal to increase use and streamline the process.

C. Policy + Business Process | Review current policies and processes and identify opportunities to decrease the burden of paperwork for residents and staff.

2. Project Plan

MDOS and vendor will partner to design a streamlined hearing process. Vendor will follow a human-centered approach: conducting research with end users and designing solutions that best meet their needs.

Vendor has established a high-level project plan with two primary phases of work:

A. Phase 1 | Project Planning, Research, and Recommendations: Vendor and MDOS will build a strong foundation for the project by developing a comprehensive work plan, establishing a productive governance model, onboarding the team, and conducting contextual research. Vendor will then begin human-centered research to deeply understand the needs of end users. Based on user research, Vendor will work with MDOS to make recommendations on how to redesign the hearing process. Vendor will identify the largest opportunities for impact and work alongside users to develop a proof of concept that is ready to move into Phase 2.

B. Phase 2 | Design, Testing, and Implementation: Vendor and MDOS will work together to design, test, and implement a streamlined hearing process in Michigan. Implementation will include designing and testing final solutions, conducting legal and policy reviews, developing a training and communications plan for staff, and establishing an implementation plan to allow for a smooth rollout.

Phase 2 | Design, Testing and Implementation

Research Planning + Project Management	Develop a detailed work plan and user testing plan for Phase 2. Align/integrate all work streams, monitor progress, and proactively manage barriers/dependencies.
Core team Meetings	Continue facilitating regular meetings with the project's Core team to provide updates, check in on work streams, and support the day-to-day implementation of the project.
Design + Iteration	Work in iterative cycles with MDOS to review, update and finalize designs. In each sprint, Civilla will make improvements to the designs based on input from petitioners, evaluators and OHAO staff to ensure they meet user needs.
Policy and Legal review	Conduct an internal review of the designs with OHAO staff to ensure the content meets all policy and legal requirements for implementation.

Usability testing	Conduct usability testing on the designs to understand what is working, what is not, and where improvements can be made.
Implementation Strategy	Work with the project's Core team to develop an implementation strategy that clarifies workstreams, timelines, stakeholders, success metrics, and the resources required to navigate change through the organization.
Design Reviews	Conduct two Design Reviews with MDOS leadership to share outcomes and deliverables from the project: <ul style="list-style-type: none"> 1) Phase 2 Kick-off 2) Final Implementation Review

Deliverables:

Phase 2 | Design, Testing and Implementation

1. Usability Testing Plan

- a. Civilla will create a Usability Testing Plan to guide improvements to the new OHAO forms and online experience. This plan will include the selection of testing methods, the development of interview guides, and a strategy for selecting, recruiting, and engaging participants.

2. Usability Testing + Documentation

- a. Civilla will conduct usability testing with petitioners, evaluators and staff to assess and improve the new forms and online experience. After each iteration, Civilla will update the MDOS Core team to share learnings and ensure the new designs meet user needs as intended. Civilla will document design decisions from usability testing and decision-making as the project evolves.

3. Redesigned Evidence Package Roadmap

- a. Civilla will deliver a redesigned Evidence Package Roadmap. This will go through two rounds of user testing and review with petitioners and staff.

4. Redesigned SOS-257 Hearing Request

- a. Civilla will deliver a redesigned SOS-257 Hearing Request. This will go through two rounds of user testing and review with petitioners and staff.

5. Redesigned SOS-258 Substance Use Evaluation

- a. Civilla will deliver a redesigned SOS-258 Substance Abuse Evaluation. This will go through two rounds of user testing and review with substance use evaluators and staff.

6. Design a Community Support Form

- a. Civilla will deliver a redesigned Community Support Form SOS-257 Hearing Request. This form will go through two rounds of user testing and review with end users and staff.

7. Redesigned Notice of Hearing (2) + Template

- a. Civilla will deliver two redesigned notices for the Notice of Hearing (General + Implied Consent). These forms will go through two rounds of user testing and review with end users and staff. Civilla will also deliver a template and train the OHAO team on how to convert the remaining notices into the new format.

8. Redesigned Orders (5) + Template

- a. Civilla will deliver five redesigned forms for the most common Orders (Approval with restrictions, Approval with no restrictions, Denial, Implied Consent Suspended and Implied Consent Granted). These forms will go through two rounds of user testing and review with staff and petitioners.
- b. Civilla will also deliver a template and train OHAO staff on how to transfer the remaining 38 Orders into the new format.

9. Redesigned DAIS Upload Documents Flow

- a. Civilla will deliver wireframes for the DAIS upload documents flow to increase online hearing requests. The mobile flow will go through two rounds of user testing and review with petitioners and staff. Civilla will onboard OHAO’s technology team/vendor so that they can guide implementation.

10. Redesigned OHAO Landing Page

- a. Civilla will design a wireframe for a new OHAO landing page to increase online hearing requests. The landing page will go through two rounds of user testing and review with petitioners and staff. Civilla will onboard OHAO’s technology team/vendor so that they can guide implementation.

11. Implementation Strategy

- a. Civilla will work with the project’s Core team to deliver a strategy for implementing the new designs statewide. This strategy will clarify the workstreams, timelines, stakeholders, success metrics, and resources required to navigate change through the organization.

12. Core Team Meetings

- a. Civilla will continue facilitating weekly meetings with the project’s Core team to collect input on work streams, follow up on action items, and support the Implementation Phase.

13. Design Review

- a. Civilla will facilitate two Design Reviews with the MDOS leadership team: the Project Kick-off and a Final Implementation Review. These meetings will be used to present the final product, implementation strategy, and next steps.

Project Plan + Timeline

Phase 2 Design, Testing and Implementation

Anticipated Timeline is 12 weeks

Activities	Weeks	1	2	3	4	5	6	7	8	9	10	11	12
Design + Testing Phase													
Design Sprint 1 (Evidence Package)													
Design Sprint 2 (Orders + Hearing Notice)													
Design Sprint 3 (Online experience)													
Implementation Phase													
Design Review													
Finalize materials													

This schedule will be refined during the first week of Phase 2 and adapted in collaboration with the project’s Core

team as the work progresses.

Key assumptions and dependencies for this schedule include:

- MDOS Core team is available for a weekly meeting.
- MDOS Core team can help recruit petitioners by Week 1.
- Select MDOS staff are available for interviews Weeks 1-9 as needed.
- MDOS leadership is available for a Project Kick-off on Week 1 and Implementation Review on Week 10

Team

Vendor will provide a team with the skill sets capable of fulfilling this work. Vendor anticipates six (6) team members for this project who will execute on the first phase of work:

Leadership and Management

Leadership and management for this project includes a Partner and an Engagement Manager. The Partner will be responsible for strategically guiding the team and holding partner relationships. The Engagement Manager will be responsible for carrying out the project plan and managing the team—identifying needs, tracking progress, measuring impact, and sharing our work back to MDOS.

Research, Design, Strategy, and Recommendations

The staff for this project includes one (1) Specialist and two (2) Associates. In Phase 2, this team will be responsible for conducting user testing, synthesizing findings, developing the implementation strategy and finalizing the design of the forms and online experience.

Administrative Support

The Administrative Assistant will be responsible for coordinating partners, managing team schedules, and providing administrative support to ensure efficient operation of the project.

STATE OF MICHIGAN

**SCHEDULE B
PRICING
for
Human Centered Review of Hearings Process / PHASE II**

The budget for this project is \$175,000. MDOS will be billed monthly based on hours in the following rate structure:

Team Member	Hourly Rate
Project Team Staffing	
Principal	\$400
Engagement Manager	\$220
Design services	
Specialist	\$160
Associate	\$130
Administration	
Admin Assistant	\$45



STATE OF MICHIGAN PROCUREMENT

Michigan Department of State

430 West Allegan Street, Lansing, MI 48918

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **231, 19000001018**

CONTRACTOR	Humans First Detroit, dba Civilla
	44 Burroughs Street, Suite 210
	Detroit, MI 48202
	Michael Brennan, CEO
	313.449.1878
	michael@civilla.com
	CV0058129

STATE	Program Manager	Shawn Starkey	MDOS
		517.636.6115	
	StarkeyS@michigan.gov		
	Contract Administrator	Chad Bassett	MDOS
517.241.2646			
bassettc@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: adding statement of work for human centered design review of the hearing process for the Office of Hearings and Administrative Oversight				
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CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$307,500		\$230,000	\$537,500	
DESCRIPTION: Effective August 12, 2020 this contract is increased by \$230,000 and will include the additional scope of work reflected in Schedule A. Program Manager is being changed to Shawn Starkey. All terms and conditions remain the same.				

FOR THE CONTRACTOR:

Humans First Detroit dba Civilla

Company Name

Michael J. Brennan

Authorized Agent Signature

Michael Brennan

Authorized Agent (Print or Type)

8/11/2020

Date

FOR THE STATE:

[Signature]

Signature

Chad Bassett / Procurement Manager

Name & Title

Michigan Department of State

Agency

8/13/20

Date

STATE OF MICHIGAN

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

for Human Centered Review of Hearings Process

BACKGROUND

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Once a hearing is scheduled, the process engages prosecutors (who represent MDOS in Circuit Court) as well as officers (who hold the hearings by video or at three live hearing sites across the state). Each hearing is allotted an hour, and officers complete seven each day. During the hearing, the officers review documentation from the case, listen to testimony, and call in witnesses. After the hearing, officers review the evidence along with administrative rules and statutes to make a final determination and draft an order. On the back end, MDOS internal staff are responsible for reviewing the orders and putting final actions onto customers' driving records.

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B. Online Experience | Improve awareness and usability of the website and online portal to increase use and streamline the process.

- C. **Policy + Business Process** | Review current policies and processes and identify opportunities to decrease the burden of paperwork for residents and staff.

2. Project Plan

MDOS and vendor will partner to design a streamlined hearing process. Vendor will follow a human-centered approach: conducting research with end users and designing solutions that best meet their needs.

Vendor has established a high-level project plan with two primary phases of work:

- A. **Phase 1 | Project Planning, Research, and Recommendations:** Vendor and MDOS will build a strong foundation for the project by developing a comprehensive work plan, establishing a productive governance model, onboarding the team, and conducting contextual research. Vendor will then begin human-centered research to deeply understand the needs of end users. Based on user research, Vendor will work with MDOS to make recommendations on how to redesign the hearing process. Vendor will identify the largest opportunities for impact and work alongside users to develop a proof of concept that is ready to move into Phase 2.
- B. **Phase 2 | Design, Testing, and Implementation:** Vendor and MDOS will work together to design, test, and implement a streamlined hearing process in Michigan. Implementation will include designing and testing final solutions, conducting legal and policy reviews, developing a training and communications plan for staff, and establishing an implementation plan to allow for a smooth rollout.

Phase 1 | Planning, Research, and Recommendations

Project Planning	Conduct planning sessions with MDOS leadership. These meetings will 1) confirm the project strategy and work plan 2) establish clear roles and responsibilities for Vendor 3) finalize the sequencing of Vendor's research and design activities.
Research Planning + Project Management	Develop a detailed work plan and research plan for Phase 1. Align/integrate all work streams, monitor progress, and proactively manage barriers/dependencies.
Governance Planning	Establish a governance structure for the project, identifying the Project Sponsor, Leadership team, and Core team. Establish regularly-scheduled working sessions and meetings with MDOS leadership and staff to review the project status, lift up successes and roadblocks, and ensure close communication with project stakeholders.
Participant Onboarding + Project Kick-off	Onboard the Leadership team, Core team, and select user groups from MDOS to participate in the project. The onboarding process and Kick-off will provide an overview of the project as well as an introduction to the human-centered design process.
Defining our Audience	Identify all relevant parties who will need to be engaged in research. Identify points of contact and articulate users' needs, contexts, and history to inform research questions.

Recruiting Participants	Finalize a strategy for selecting, recruiting, and engaging research participants.
Contextual Research + Best Practices	<p>Conduct contextual research to develop a detailed understanding of the hearing process in Michigan, help the team understand what's possible, and inform primary research questions.</p> <p>Collect and synthesize research on best practices for hearings from across the US.</p>
Baseline Data Analysis	Review existing data from MDOS to observe how the hearing process is currently working, generate research questions, and ensure the team's efforts are focused on high-value improvements.
Policy, Technology, and Business Process Mapping	Review the current set of policy, technology, and business process requirements related to hearings for MDOS.
Specialist Interviews	<p>Conduct specialist interviews with select MDOS leadership and staff.</p> <p>Specialist interviews will surface existing insights, history, opportunities, challenges, and constraints related to the hearings process.</p> <p>Specialist interviews will be designed to provide a systems-level view of the project area and offer perspectives on how this work fits into MDOS' wider priorities.</p> <p>Specialist interviews will also be used to provide specific insight on the technical capabilities, policy requirements, legal requirements, etc. related to hearings.</p>
Individual Interviews	<p>Conduct individual interviews with end users, including offenders, attorneys, prosecutors, MDOS support staff, and hearing officers.</p> <p>Individual interviews will focus on developing a thorough understanding of the hearings process as well as their needs, pain points, and ideas for how to streamline it.</p>
Surveys	<p>Design and distribute surveys for select user groups.</p> <p>Surveys will be focused on deepening the team's understanding of user needs and common pain points related to the hearings process.</p>
Download + Synthesis	<p>Download learnings to make sense of information gathered during research.</p> <p>Synthesize data to develop insight statements and design principles that build a common understanding of user needs.</p>

User Experience Mapping + Opportunity Area Analysis	Develop a user experience map that visualizes the current hearings process from beginning to end. Work with MDOS to identify opportunity areas to streamline the experience.
Ideation	<p>Generate a diverse set of ideas to address user needs, before assessing and selecting the solutions that have the greatest potential for impact.</p> <p>Vendor will bring users into the ideation process so that idea generation occurs alongside offenders, attorneys, prosecutors, officers, and MDOS support staff.</p>
Proof of Concept	<p>Create a proof of concept for design ideas.</p> <p>The proof of concept will focus on taking the team from promising individual ideas to concrete solutions that can be easily understood.</p>
Recommendations	<p>Develop recommendations that are backed by research findings.</p> <p>Recommendations will focus on the biggest improvements for streamlining the hearings process—including forms, policy and business process, and technology.</p>
Project Management + Status Reporting	Align all work streams, monitor progress, and proactively manage barriers/dependencies through regular status reports.
Core team Meetings	Facilitate regular meetings with the project's Core team to provide updates, check in on work streams, and support the day-to-day execution of the project.
Design Reviews	<p>Conduct Design Reviews with MDOS leadership to share insights and seek strategic guidance. Vendor will host four Design Reviews during Phase 1:</p> <ol style="list-style-type: none"> 1) Planning Meeting 2) Project Kick-off 3) Mid-Point Review 4) Recommendation Review

Deliverables

Phase 1| Planning, Research, and Recommendations

1. Project Plan + Timeline

- a. Vendor will partner with MDOS to establish clear roles/responsibilities and the sequencing of Vendor's work. The Project Plan will include a high-level work plan that articulates both phases of the project, along with a detailed work plan for Phase 1 that demonstrates where all deliverables, milestones, key events, convening, and task dependencies fit within the approved timeline.

2. Research Plan

- a. Vendor will collaborate with MDOS to create a Research Plan that ensures user insights are foundational to the redesign of the hearings process. This plan will include the selection of research methods, the development of interview guides, and a strategy for selecting, recruiting, and engaging research participants.

3. Environmental Mapping

- a. Vendor will conduct research to map best practices for hearings– focusing specifically on user experience and design elements. This analysis will lift up best practices from similar systems/efforts across the US.

4. User Experience Map + Opportunity Area Analysis

- a. Vendor will develop a user experience map - identifying how users experience the current hearings process. This map will assist MDOS in identifying where the biggest opportunities exist to streamline the process and improve the experience for its users.

5. Research Findings

- a. Vendor will document findings and insights from user research. These insights will guide the redesign of MDOS hearings process, grounding new solutions in the perspectives and needs of end users. This user research will provide a solid foundation for all subsequent work.

6. Design Principles

- a. Vendor will deliver a select set of clear and actionable Design Principles that shape the redesign of the MDOS hearings process. Design Principles will serve as a set of criteria that guide new solutions moving forward.

7. Recommendations

- a. Vendor will develop a set of recommendations for changes to the hearings process that are backed by research findings. Recommendations will provide a set of concrete solutions to streamline the hearings process—including forms, policy, business process and technology changes that demonstrate high potential for impact.

8. Core Team Meetings + Project Status Reports

- a. Vendor will facilitate regular meetings with the Core team to provide project updates, collect input on work streams, follow up on action items, and support the day-to-day execution of the project.

9. Design Reviews

- a. Vendor will conduct a sequence of Design Reviews with the Leadership team from MDOS to share insights and recommendations that emerge from the work.

Project Plan + Timeline

Phase 1 (Planning, Research, and Recommendations) will span 16 weeks:

Activities	Weeks	Planning				Research + Recommendations												
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Planning																		
Planning Meeting		●																
Project + Research Planning																		
Project Kick-off					●													
Research + Recommendations																		
Research Sprint 1 (Specialists + End Users)																		
Mid-Point Review											●							
Research Sprint 2 (End Users)																		
Recommendation Review																		●

This schedule will be refined during the first week of the project and adapted in collaboration with the MDOS Core team as the project progresses.

Key assumptions and dependencies for this schedule include:

- MDOS leadership team selected and available for Project Kick-off by Week 1
- MDOS Core Team selected and onboarded by Week 4
- Baseline data provided by Week 5

- Research plan, interview guides, and participants approved by Week 4
- Select MDOS staff available for individual interviews, surveys, and immersions Weeks 5-9 and 11-15
- MDOS leadership available for Mid-point Review on Week 10
- MDOS leadership available for Recommendation Review on Week 16
- No holidays occur in the 16-week time span

Team

Vendor will provide a team with the skill sets capable of fulfilling this work. Vendor anticipates six (6) team members for this project who will execute on the first phase of work:

Leadership and Management

Leadership and management for this project includes a Partner and an Engagement Manager. The Partner will be responsible for strategically guiding the team and holding partner relationships. The Engagement Manager will be responsible for carrying out the project plan and managing the team—identifying needs, tracking progress, measuring impact, and sharing our work back to MDOS.

Research, Design, Strategy, and Recommendations

The staff for this project includes one (1) Specialist and two (2) Associates. In Phase 1, this team will be responsible for conducting research, synthesizing findings, leading ideation, crafting strategy, and developing recommendations.

Administrative Support

The Administrative Assistant will be responsible for coordinating partners, managing team schedules, and providing administrative support to ensure efficient operation of the project.

STATE OF MICHIGAN

**SCHEDULE B
PRICING
for
Human Centered Review of Hearings Process**

The budget for this project is \$230,000. MDOS will be billed monthly based on hours in the following rate structure:

Team Member	Hourly Rate
Project Team Staffing	
Principal	\$400
Engagement Manager	\$220
Design services	
Specialist	\$160
Associate	\$130
Administration	
Admin Assistant	\$45



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 Michigan Department of State
 430 West Allegan Street, Lansing, MI 48918

CONTRACT CHANGE NOTICE

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	44 Burroughs Street, Suite 210
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	Michaels Brennan, CEO
	313.449.1878
	michael@civilla.com
	CV0058129

STATE	Program Manager	Chad Bassett	MDOS
		517.241.2646	
		bassettc@michigan.gov	
	Contract Administrator	Chad Bassett	MDOS
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		bassettc@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Human centered design of department forms				
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DESCRIPTION OF CHANGE NOTICE				
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<input checked="" type="checkbox"/>	2, 1 year (2 years total)	<input type="checkbox"/>		7/31/2022
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$307,500		\$0.00	\$307,500	
DESCRIPTION: Exercise 2 of the 1 year options and change Program Manager to Chad Bassett				

FOR THE CONTRACTOR:

Humans First Detroit dba Civilla

Company Name

Michael J. Brennan

Authorized Agent Signature

Michael J. Brennan

Authorized Agent (Print or Type)

7/2/2020

Date

FOR THE STATE:

[Signature]

Signature

Chad Bassett / Procurement Manager

Name & Title

Michigan Department of State

Agency

7/6/20

Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("Contract") is agreed to between the State of Michigan (the "State") and Humans First Detroit ("Contractor"), a Michigan 501, (c)(3) This Contract is effective on 8/1/2019 ("Effective Date"), and unless terminated, expires on 7/31/2020

This Contract may be renewed for up to 6 additional 1 year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

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

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

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

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

- 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:
Chad Bassett 430 West Allegan Lansing, MI 48918 bassettc@michigan.gov 517.241.2646	Michael Brennan 440 Burroughs St, Suite 210 Detroit, MI 48202 michael@civilla.com 313.449.1878

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "Contract Administrator"):

State: Chad Bassett 430 West Allegan Lansing, MI 48918 bassettc@michigan.gov 517.241.2646	Contractor: Michael Brennan 440 Burroughs St, Suite 210 Detroit, MI 48202 michael@civilla.com 313.449.1878
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4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "Program Manager"):

State: Chad Bassett 430 West Allegan Lansing, MI 48918 bassettc@michigan.gov 517.241.2646	Contractor: Gabriela Dorantes 440 Burroughs St, Suite 210 Detroit, MI 48202 gaby@civilla.com 248.840.6385
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5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
Umbrella or Excess Liability Insurance	
<u>Minimum Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and

	agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

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

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

This Section is not intended to and is not 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).

7. Reserved.

8. Extended Purchasing Program. This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

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

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

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

10. Subcontracting. Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms

and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **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 any transaction or series of transactions principally for bona fide equity financing purposes.

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

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

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

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

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

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

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/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.

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

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a

Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

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

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

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

- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject

of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

28. **Limitation of Liability and Disclaimer of Damages.** IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("State Data"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Reserved.**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "Confidential Information" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential

Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any 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, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. **Reserved.**

34. **Reserved.**

35. **Reserved.**

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

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

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

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) 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 23, Termination for Cause.

- 38. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 39. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 40. Reserved.**
- 41. State Printing.** All printing in Michigan must be performed by a business that meets *one* of the following: (a) have authorized use of the Allied Printing Trades Council union label in the locality in which the printing services will be performed; (b) have on file with the Michigan Secretary of State, a sworn statement indicating that employees producing the printing are receiving prevailing wages and are working under conditions prevalent in the locality in which the printing services will be performed; or (c) have a collective bargaining agreement in effect and the employees are represented by an operations that is not influenced or controlled by management.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 46. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 47. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

- 48. **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.
- 49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 50. **Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Pricing

- 51. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES 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 THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 52. **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.
- 53. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 54. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 55. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

This schedule identifies the anticipated requirements of any Contract resulting from this RFP. The term "Contractor" in this document refers to a bidder responding to this RFP.

The Contractor must respond to each requirement or question and explain how it will fulfill each requirement. Attach any supplemental information and appropriately reference within your response.

BACKGROUND

The Michigan Department of State currently communicates with customers through nearly 10 million renewal mailings a year. These mailings range from the renewal of driver's licenses, vehicle registration, personal identification cards, watercraft registrations, snowmobile registrations, and multi-year license plate registrations. These mailings trigger action by our customers, inform them of how they may conduct their business and what documentation is necessary to successfully complete their business. The clarity of information is essential to ensure a positive customer service result for the residents of Michigan. The scale of production of mailings requires months of lead time so there is an urgency to starting and finishing this project so the improvements can be realized by our customers and employees.

SCOPE

The scope of work includes: understanding the purpose of the renewal mailings, researching how they are received by MDOS customers, understanding from the perspective and experience of MDOS employees the steps taken by customers after they receive a mailing, researching the challenges online and in branch offices, making recommendations, designing and testing new products. The work should be done in the field and through meetings with MDOS employees in Lansing. The scope does not necessarily include printing and processing the materials, although that may be part of a proposal. Should the Human Centered Design of the renewal mailings be successful MDOS along with mutual agreement of the vendor may add other department mailings and communications, and MDOS customer procedures to the contract.

1. General Requirements

- 1.0** As part of the response to the three phases the Contractor shall propose a project plan for each. The project plan should identify items such as the project management process; project breakdown identifying sub-projects, tasks, and resources required; expected frequency and mechanisms for updates/progress reviews; process for addressing issues/changes; and individuals responsible for receiving/reacting to the requested information.

Overview

This project will create and test faster, simpler and more customer-centered renewals for Michigan's Department of State (MDOS).

Currently, renewal mailings contain institutional language and design that confuse customers and place an additional burden on MDOS employees. Building on the success of Civilla's human-centered design work in Michigan, Civilla will partner with MDOS to design a set of streamlined renewal forms that meet the needs of customers and employees.

The engagement will result in a new set of field-tested, streamlined renewals for MDOS. These mailings will be simple to understand, easy to use, and fast to process. More broadly, this work will inform the development of additional improvements for MDOS business processes, policies, and technology.

Expected outcomes include:

- Reduced: average processing time per document
- Reduced: calls and trips to the office
- Improved: rates of completion
- Improved: accuracy
- Improved: customer satisfaction
- Improved: workforce engagement

Civilla has prepared a project plan that spans three phases: Research, Recommendation and Implementation.

1. RESEARCH | 6 weeks

Civilla will conduct human-centered research to understand the needs of customers and MDOS employees. Research will focus on understanding the purpose of renewal mailings, how they are received by MDOS customers, the steps taken by customers after they receive a mailing, and the challenges of renewing online and in branch offices. Research will be conducted over two, 2-week sprints with customers in the field and with MDOS employees in Lansing.

2. RECOMMENDATION | 2 weeks

Based on research findings, the team will make recommendations for changes to MDOS renewals. These recommendations will focus on MDOS renewal mailings, but will also include opportunities for changes to business processes, technology, and policy.

3. IMPLEMENTATION | 4 weeks

Civilla will design an integrated approach to renewal mailings that is streamlined and efficient for customers and employees. The team will conduct two, 2-week design sprints to test changes to the renewal mailings in the field and prepare them for statewide rollout through iteration and improvement.

In total, this project plan requires 12 weeks. We understand the urgency for MDOS to complete this work and remain open to further discussion about the details of the project plan and the timeline.

Research Phase (1.1)

1.1

During the research phase the consultant will research current mailings, requirements for what is included in mailings, how they are received by customers, clarity of message and effectiveness of customer preparedness when they arrive at branch office. Consultant may also conduct other research and evaluate other best practices. In advance of the research phase, consultant shall indicate the type of research needed, the purpose of the research and how it will be conducted with the least amount of disruption to current business.

OBJECTIVE

The purpose of the Research Phase is to collect qualitative and quantitative evidence that informs the design and improvement of MDOS renewals.

OUR APPROACH

Civilla carries a deep expertise in qualitative and quantitative research. Our team’s methodology puts people at the center of the process to ensure that solutions are designed to meet the needs of end users. Our approach is rooted in human-centered principles:

- **Take time to build trust**—All of our research starts and ends with trust. We are deliberate in the way that we build trust with the people we’re interviewing, and recognize that this part of the process cannot be rushed. We spend time understanding the people we’re designing for, and we use our skills as facilitators to make sure that end users and all relevant stakeholders feel included in the process. Building trust in this way keeps the needs of end users at the center of the process and helps everyone feel ownership over the end result.
- **Bring a beginner’s mind**—Our team starts by assuming we don’t know the answer to the problem we’re trying to solve. As human-centered designers, our team views the people we’re designing for as experts who can provide insight into the solutions that best meet their needs. In the Research Phase, we get out into the world and talk to end users to develop insight on the best path forward. Staying open minded throughout the Research Phase enables us to pursue new ideas and sets our team up to deliver solutions that none of us would have come up with on our own.
- **Conduct research in-context**—At Civilla, we’ve found that the best way to build empathy with the people we’re designing for is to immerse ourselves in their worlds. We develop understanding by talking to end users in person—where they live, work, and lead their lives. Once we’re in-context, there are many ways we observe and learn from the people we’re designing for in order to gain a true understanding of what their needs are.
- **Design for continuous learning**—We take an iterative approach to our research. This means that we conduct our work in short, iterative sprints so that user voices are brought into the process every step of the way. This approach to continuous learning ensures that we can engage users and improve on solutions until we’ve gotten every detail just right.

Research Participants

For the purpose of this project, research participants will include:

- **MDOS Customers:** Residents in Michigan who have recently received a MDOS renewal notice. Research participants will span a range of backgrounds and abilities, including: age, gender, race, ethnicity, geography, language, educational level, professional background, literacy, and technical abilities.
- **MDOS Employees:** Staff at MDOS branch locations who are responsible for processing renewals. Research participants will span 3-5 locations to ensure a representative sample across roles, experience levels, geographies, office sizes, and task volumes.
- **MDOS Leadership:** Leadership at MDOS who are familiar with renewals and part of the project team. Civilla will engage leadership early in the Research Phase to gather contextual knowledge, uncover high-value questions, and ensure this work remains aligned with MDOS’ wider priorities.

- **Experts:** Leaders and practitioners who have been part of similar design and transformation projects in Michigan and other states. Civilla will engage experts to learn from best practices and explore transferability to the context of MDOS renewal mailings.

ACTIVITIES

Project Planning and Management: In the Research Phase, Civilla will implement effective planning and project management strategies—identifying needs, tracking progress, measuring impact, and sharing our work back to MDOS. The following is a draft of proposed activities:

<p>Project Planning</p>	<p>Conduct in-person planning sessions with MDOS leadership to develop a workplan and confirm Civilla’s responsibilities and project methodology.</p> <p>These meetings will 1) introduce Civilla to the MDOS leadership team 2) establish clear roles and responsibilities for Civilla 3) finalize the sequencing of Civilla’s research and design activities.</p>
<p>Project Kick-off + Participant Onboarding</p>	<p>Onboard a Core Team from MDOS and select field offices to participate in the project.</p> <p>The onboarding process and Project Kick-off will provide an overview of the project as well as an in-depth introduction to the human-centered design process.</p>
<p>Weekly Project Status Reporting</p>	<p>Align/integrate all work streams, monitor progress, and proactively manage barriers/dependencies through weekly status reports.</p>

<p>Core Team Meetings</p>	<p>Facilitate weekly meetings with the project’s Core Team to provide updates, check in on work streams, and support the day-to-day execution of the Research Phase.</p> <p>The Core Team will include an Engagement Manager and Specialist from Civilla, along with 2-4 MDOS leaders/employees in Lansing who are assigned to support the Research Phase.</p>
<p>Design Reviews</p>	<p>Conduct strategic Design Reviews with MDOS executive leadership to share insights and seek guidance. Civilla will host two Design Reviews during the Research Phase:</p> <ol style="list-style-type: none"> 1) Kickoff meeting 2) Mid-point Research Review

Research Methods: In the Research Phase, Civilla will conduct mixed-methods research to gain an understanding of MDOS customer and employee needs for renewals. Research methods will include secondary research, baseline data analysis, individual interviews, group interviews, expert interviews, and immersions. The following is a draft of proposed activities:

<p>Defining our Audience</p>	<p>Identify the spectrum of people who will need to be engaged in research.</p> <p>Identify points of contact and articulate our audience’s needs, contexts, and history to inform early research questions.</p>
<p>Recruiting</p>	<p>Finalize a strategy for selecting, recruiting, and engaging research participants.</p>
<p>Secondary Research + Best Practices</p>	<p>Conduct secondary research to provide relevant context on renewals, help the team understand what’s possible, and inform primary research questions.</p>

	<p>Research best practices from across the US for renewals, focusing specifically on paper and digital form design.</p>
Baseline Data Analysis	<p>Review existing baseline data from MDOS to observe how renewals are currently being used, generate informed research questions, and ensure our efforts are focused on high-value improvements.</p>
Policy, Technology, and Business Process Mapping	<p>Review the current set of policy, technology, and business process requirements related to renewal mailings within the state of Michigan.</p>
Individual Interviews	<p>Conduct individual interviews with MDOS customers and employees.</p> <p>Individual interviews will focus on developing a thorough understanding of the experiences of customers and employees as well as their needs and pain points around renewals.</p> <p>Interviews will be conducted 1:1, in-person, on-site at MDOS field offices and community partner locations.</p> <p>Research teams will be limited to two people for any single interview, so as to not overwhelm the participant or crowd the location.</p> <p>Interviews will range from 60-90 minutes long. They will start with broad questions about the person's life, values, and habits, before moving to more specific questions that relate directly to MDOS renewals.</p>
Group Interviews	<p>Conduct group interviews with MDOS employees.</p> <p>Group interviews will be focused on building an understanding of work culture, office dynamics, and MDOS employee needs. Sessions will be designed to gather diverse inputs and opinions early in the research process.</p> <p>Research teams will be limited to two people so as not to overwhelm the participants at each office.</p>

<p>Expert Interviews</p>	<p>Conduct expert interviews with select MDOS leadership.</p> <p>Expert interviews will bring the research team quickly up to speed on the context of renewals and provide insights into relevant history, opportunities, challenges, and constraints.</p> <p>Expert interviews will be designed to provide a systems-level view of the project area and offer perspectives on how this work fits into MDOS' wider priorities.</p> <p>Expert interviews will also be used to provide specific insight related to technical capabilities, policy requirements, legal requirements, printing specifications, etc.</p>
<p>Immersion</p>	<p>Conduct immersion at local MDOS offices, shadowing customers and employees in the field as they move through the renewals process from end-to-end.</p> <p>Immersion will focus on tracking renewals through the full business process to build an understanding of user needs and opportunities for improvement.</p> <p>Immersion will span from 1-4 hours each. They will be conducted by an individual research team member to minimize disruption.</p> <p>The sessions will be designed intentionally to be unobtrusive for employees—with direct questions limited to a short interview window at the end of the immersion period.</p>

DELIVERABLES

By the end of the Research Phase, Civilla will deliver:

- **Deliverable 1.1: Project Plan + Timeline**
 Civilla will partner with MDOS to establish clear roles/responsibilities and the sequencing of Civilla's work. This Project Plan will feature a schedule for Civilla that demonstrates where all deliverables, milestones, key events, convening, and task dependencies fit within the approved upon timeline.
- **Deliverable 1.2: Research Plan**
 Civilla will partner with MDOS to finalize a Research Plan that ensures user insights are foundational to the redesign of renewals. This plan will include the selection of qualitative and quantitative research methods, the development of interview guides, and a strategy for selecting, recruiting, and engaging research participants.

- Deliverable 1.3: Research Documentation**
 Civilla will develop documentation that codifies learnings from user research and decision-making as the project evolves.
- Deliverable 1.4: Environmental Mapping**
 Civilla will conduct Environmental Mapping of analogous paper and digital renewal forms – focusing specifically on user experience and design elements. This analysis will lift up assets (ideas the team should consider incorporating) and liabilities (problems the team should take care to avoid) from similar efforts across the US.
- Deliverable 1.5: Weekly Project Status Reports (Ongoing)**
 Civilla will prepare weekly Project Status Reports for MDOS. These reports will provide a summary of work streams—as well as milestones, responsibilities, progress, upcoming actions, and emerging risks or issues— to track project progress and keep all stakeholders informed of ongoing activities.
- Deliverable 1.6: Core Team Meetings (Ongoing)**
 Civilla will facilitate weekly meetings with the project’s Core Team to collect input on work streams, follow up on action items, and support the day-to-day execution of the Research Phase.
- Deliverable 1.7: Design Reviews**
 Civilla will facilitate two Design Reviews with MDOS leadership during the Research Phase: one at the beginning (Project Kick-off) and one after the first research sprint has concluded (Mid-point Research Review). These meetings will focus on sharing emerging insights from research, surfacing important decisions, and aligning on the direction of the work as the team moves towards the Recommendation Phase.

PROJECT PLAN + TIMELINE

The Research Phase will span 6 weeks total. Research will be conducted over two, 2-week sprints:

Activities	Weeks	1	2	3	4	5	6	7	8	9	10	11	12
Research Phase													
Project Kick off		●											
Research Sprint 1			■	■									
Mid-point Research Review					●								
Research Sprint 2						■	■						
Recommendation Phase													
Synthesis + Recommendations								■	■				
Recommendation Review									●				
Implementation Phase													
Design Sprint 1										■	■		
Design Sprint 2												■	■
Implementation Review													●

This schedule will be refined in collaboration with MDOS during the first week of the project and adapted over the life of the project in collaboration with the MDOS Core Team to include action items and deliverables as the project progresses.

Key assumptions and dependencies for this schedule include:

- MDOS leadership team selected and available for Project Kick-off by Week 1
- MDOS Core Team selected and onboarded by Week 1
- Baseline data provided by Week 1
- Research plan, interview guides, and user profiles approved by Week 1
- MDOS office locations and staff participants selected by Week 1
- Select MDOS staff available for individual interviews, group interviews, and immersions at field offices on Weeks 2-3 and 5-6
- MDOS leadership available for Design Review on Week 4
- No holidays occur in the 6 week time span

TEAM

Civilla will provide personnel with the skillsets capable of fulfilling this work. Civilla anticipates seven (7) team members for this project who will execute on the three phases of work:

Leadership and Management

Leadership and management for this project includes a Partner and an Engagement Manager. The Partner will be responsible for strategically guiding the team and holding partner relationships. The Engagement Manager will be responsible for carrying out the project plan and managing the team—identifying needs, tracking progress, measuring impact, and sharing our work back to MDOS.

Research, Design, Strategy, and Evaluation

The staff for this project includes two (2) Specialists and two (2) Associates. In the Research Phase, this team will be responsible for conducting research, collecting data, synthesizing insights, implementing strategy, executing design work, and completing rigorous evaluation.

Administrative Support

The Administrative Assistant will be responsible for coordinating partners, managing team schedules, and providing administrative support to ensure efficient operation of the project.

Recommendation Phase (1.2)

1.2

After the research phase, written and verbal findings should be presented to MDOS. The recommendations made should be specific and they should be backed by research findings.

OBJECTIVE

The purpose of the Recommendation Phase is to synthesize research to develop insights and opportunities that will guide the redesign of MDOS renewals.

OUR APPROACH

Civilla specializes in synthesizing research and surfacing actionable recommendations that are rooted in the needs of end users. From our research, we develop a cohesive understanding of the problem space and work with our partners to identify the highest value opportunities for change. Our approach is rooted in human-centered principles:

- **Externalize the data:** Design synthesis is about externalizing data gathered during research to enable the content to be moved around and processed by the team. Instead of keeping the content of our research confined to our laptops or notebooks, the goal is to make individual learnings into group knowledge so that everyone can contribute to the process of sensemaking. By exposing the entire data set so that we can see it holistically, we're able to uncover meaningful insights and identify core user needs that may not have surfaced otherwise.
- **Synthesize data to make it actionable:** Our research generates thousands of discrete data points. Through a detailed process of synthesis, our team works to make sense of this data so that it can be put into action. By contextualizing data and organizing it around key themes, we build a common understanding of the user experience and surface the most compelling opportunities for change.
- **Approach ideation with optimism:** We approach our synthesis and ideation work with optimism. Our optimism encourages us to engage in generative thinking and push on when we hit dead ends, rather than focus only on the constraints. This approach to problem solving helps participants in our projects feel empowered to contribute ideas and move work forward.

ACTIVITIES

Project Planning and Management: In the Recommendation Phase, Civilla will continue the established planning and project management strategies—identifying needs, tracking progress, measuring impact, and sharing our work back to MDOS. The following is a draft of proposed activities:

Weekly Project Status Reporting	Align/integrate all work streams, monitor progress, and proactively manage barriers/dependencies through weekly status reports.
Core Team Meetings	Facilitate weekly meetings with the project's Core Team to provide updates, check in on work streams, and support the day-to-day execution of the Recommendation Phase.
Design Reviews	Conduct strategic Design Reviews with MDOS executive leadership to share insights and seek

	<p>guidance. Civilla will host one Design Review during the Recommendation Phase:</p> <p>1) Recommendation Review</p>
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Recommendations: In the Recommendation Phase we'll make sense of our research by synthesizing findings, identifying opportunities for change, and sharing what we've learned with the MDOS leadership team. Synthesis methods will include downloading, theme development, user insight statements, user experience mapping, opportunity area analysis, design principles, ideation, and concept sketches. The following is a draft of proposed activities:

<p>Downloading</p>	<p>Download learnings to make sense of information gathered during the Research Phase.</p> <p>Downloading will focus on capturing data, ideas, and stories—with the goal of externalizing our individual learnings and sharing them among the team.</p>
<p>Key Themes</p>	<p>Synthesize learnings by identifying patterns and themes in the data.</p> <p>Synthesis will focus on uncovering compelling insights, consistent challenges, moments of significance, and surprises in the user journey.</p> <p>The team will use frameworks such as 2x2s and Relational Maps to visualize patterns and surface the most compelling insights for the MDOS leadership team.</p>
<p>User Insight Statements</p>	<p>Develop insight statements that build a common understanding of user needs.</p>

	<p>Insight statements will focus on framing the problem space for MDOS renewals to ensure the redesign remains grounded in user needs.</p>
<p>User Experience Mapping + Opportunity Area Analysis</p>	<p>Develop illustrated user experience maps and work with MDOS to identify opportunity areas that can streamline the renewal process.</p> <p>User Experience Maps will visualize the renewals process from beginning to end. This blueprint will help the team understand the entire renewal experience, including how the service works and all of the touchpoints customers and employees experience along the way.</p>
<p>Design Principles</p>	<p>Develop design principles to inform new solutions.</p> <p>Design Principles will provide memorable guardrails for our solutions—articulating the most important, unifying elements to guide the design.</p>
<p>Ideation</p>	<p>Generate a wide set of ideas to address user needs, before assessing and selecting the solutions that have the greatest potential for impact.</p> <p>Our team will bring users into the ideation process—so that idea generation occurs not only within our design team, but also alongside MDOS customers and employees.</p>
<p>Concept Sketches</p>	<p>Create early concept sketches of design ideas.</p>

	<p>Concept sketches will focus on taking the team from promising individual ideas to concrete solutions that can be easily understood.</p>
Recommendations	<p>Identify opportunities for design that are backed by research findings.</p> <p>Recommendations will focus on improvements to renewal mailings—as well as business process, policy, and technology changes for further impact.</p>

DELIVERABLES

By the end of the Recommendation Phase, Civilla will deliver:

- **Deliverable 2.1: User Experience Map + Opportunity Area Analysis**
 Civilla will develop an illustrated map of the user experience – identifying how customers and MDOS employees experience the current renewal process and storyboarding users’ ideal interactions with the system. This blueprint will assist MDOS in identifying where opportunities exist to streamline the process and improve the experience for its users.
- **Deliverable 2.2: User Insights**
 Civilla will deliver a set of insights that synthesize lessons from user research. These insights will guide the redesign of MDOS renewals, grounding new solutions in the perspectives and needs of customers and employees. User insights will provide a solid foundation for all subsequent work.
- **Deliverable 2.3: Design Principles**
 Civilla will deliver a select set of clear and actionable Design Principles that shape the development of MDOS renewals. Design Principles will serve as a set of criteria that guide new solutions moving forward.
- **Deliverable 2.4: Recommendations**
 Civilla will develop a set of recommendations for changes to renewals that are backed by research findings. Recommendations will provide a set of concrete solutions for renewal mailings along with additional service improvements—including business process, policy, and technology changes—that demonstrate high potential for impact.
- **Deliverable 2.5: Final Report**
 Civilla will deliver a report that shares primary findings from field research and recommendations for implementation.

- Deliverable 2.6: Weekly Progress Reports (Ongoing)**
 Civilla will prepare weekly Project Status Reports for MDOS. These reports will provide a summary of work streams—as well as milestones, responsibilities, progress, upcoming actions, and emerging risks or issues—to track project progress and keep all stakeholders informed of ongoing activities.
- Deliverable 2.7: Core Team Meetings (Ongoing)**
 Civilla will facilitate weekly meetings with the project’s Core Team to collect input on work streams, follow up on action items, and support the day-to-day execution of the Recommendation Phase.
- Deliverable 2.8: Design Review**
 Civilla will facilitate one Design Review with MDOS Executive leadership at the end of the Recommendation Phase. This meeting will focus on presenting recommendations for review, prioritization, and decision making before moving into Implementation.

PROJECT PLAN + TIMELINE

The Recommendation Phase will span 2 weeks:

Activities	Weeks	1	2	3	4	5	6	7	8	9	10	11	12
Research Phase													
Project Kick off		●											
Research Sprint 1			■	■									
Mid-point Research Review					●								
Research Sprint 2						■	■						
Recommendation Phase													
Synthesis + Recommendations								■	■				
Recommendation Review									●				
Implementation Phase													
Design Sprint 1										■	■		
Design Sprint 2											■	■	
Implementation Review													●

This schedule will be refined in collaboration with MDOS during the first week of the project and adapted over the life of the project in collaboration with the MDOS Core Team to include action items and deliverables as the project progresses.

Key assumptions and dependencies for this schedule include:

- MDOS leadership available for Design Review on Week 8
- No holidays occur in the 2 week time span

TEAM

Civilla will provide personnel with the skillsets capable of fulfilling this work. Civilla anticipates seven (7) team members for this project who will execute on the three phases of work:

Leadership and Management

Leadership and management for this project includes a Partner and an Engagement Manager. The Partner will be responsible for strategically guiding the team and holding partner relationships. The Engagement Manager will be responsible for carrying out the project plan and managing the team—identifying needs, tracking progress, measuring impact, and sharing our work back to MDOS.

Research, Design, Strategy, and Evaluation

The staff for this project includes two (2) Specialists and two (2) Associates. In the Recommendation Phase, this team will be responsible for downloading research, synthesizing findings, leading ideation, crafting strategy, and developing recommendations.

Administrative Support

The Administrative Assistant will be responsible for coordinating partners, managing team schedules, and providing administrative support to ensure efficient operation of the project.

Implementation Phase (1.3)

1.3

Once approved, the vendor will design improved mailings and materials for review by MDOS and testing by current and potential customers.

OBJECTIVE

The purpose of the Implementation Phase is to design and test a new approach to renewal mailings that is streamlined and efficient for customers and MDOS employees.

OUR APPROACH

Civilla is highly skilled at leading design projects through implementation in partnership with state agencies. Our approach is rooted in human-centered principles:

- **Learn what works from end users**—Our human-centered process starts from a place of curiosity and openness to what the solution to a given design challenge might be. Only by listening, thinking, building, and refining our way to an answer do we get something that will work for the people we aim to serve. For our team, getting it right on the first try isn't the goal—instead, we aim to put prototypes into the world and then use them to learn, improve, and test. Candid, actionable feedback from end users helps us learn what works, what doesn't, and how to move ideas forward through implementation.
- **Embrace an iterative approach to design**—As human-centered designers, our team embraces an iterative approach to design and implementation. This means that our design work occurs in short cycles, usually of about two weeks, where the output of each cycle is a better solution for real users. We invite feedback from the people we're designing for early and often in the design process. By continually iterating, refining, and improving our work, our solutions evolve. An iterative approach is in contrast to the traditional waterfall approach, which has non-iterative phases of requirements gathering, design, and implementation. Because waterfall does not produce working solutions until the end of the project, there is a substantial risk that the final product does not work as intended. Working in iterative cycles reduces the risk of designing solutions that don't address real user needs.

ACTIVITIES

Project Planning and Management: In the Implementation Phase, Civilla will continue the established planning and project management strategies—identifying needs, tracking progress, measuring impact, and sharing our work back to MDOS. The following is a draft of proposed activities:

Weekly Project Status Reporting	Align/integrate all work streams, monitor progress, and proactively manage barriers/dependencies through weekly status reports.
Core Team Meetings	Facilitate weekly meetings with the project’s Core Team to provide updates, check in on work streams, and support the day-to-day execution of the Implementation Phase.
Design Reviews	<p>Conduct a final Design Review with MDOS leadership to share outcomes and deliverables from the project. Civilla will host one Design Review during the Implementation Phase:</p> <p>1) Final Review</p>

Design and Implementation: In the Implementation phase, Civilla will redesign renewal mailings and materials for review by MDOS and testing by customers. Design methods will include design, usability testing, and iteration. The following is a draft of proposed activities:

Design + Iteration	<p>Work in fast, iterative cycles with MDOS to design streamlined renewal mailings.</p> <p>In each design sprint, Civilla will make improvements to renewal forms based on input</p>
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	from customers and MDOS employees to ensure they are simple, clear, and fast to process.
Usability testing	Conduct usability testing on renewal forms to understand what is working, what is not, and where improvements can be made.

DELIVERABLES

By the end of the Implementation Phase, Civilla will deliver:

- **Deliverable 3.1: Usability Testing Plan**
Civilla will create a Usability Testing Plan to guide improvements to the new MDOS renewal forms. This plan will include the selection of testing methods, the development of interview guides, and a strategy for selecting, recruiting, and engaging user participants.
- **Deliverable 3.2: Usability Testing + Documentation**
Civilla will conduct ongoing usability testing with customers to assess and improve the new MDOS renewals. After each iteration, Civilla will update MDOS leadership to share learnings and ensure product development meets user needs as intended. Civilla will develop documentation that codifies learnings from usability testing and decision-making as the project evolves.
- **Deliverable 3.3: Redesigned Renewal Forms**
Civilla will deliver the design files for the new MDOS renewal forms. The forms for this phase of work will be written, designed, and tested in English.
- **Deliverable 3.4: Strategy for Electronic Integration**
Civilla will work with MDOS to develop a clear strategy on how the new renewals forms can be integrated into MDOS' existing digital infrastructure. Civilla will deliver early wireframes for the design of a streamlined online renewal process, along with user-centered design requirements that would inform IT development if MDOS chose to implement them.
- **Deliverable 3.5: Implementation Strategy**
Civilla will work with MDOS to deliver a strategy for scaling the renewals statewide that includes workstreams, action steps, milestones, stakeholders, success metrics, resources, and the leadership required to navigate change through the organization.
- **Deliverable 3.6: Weekly Progress Reports (Ongoing)**
Civilla will prepare Weekly Progress Reports for MDOS. These reports will provide a summary of work streams—as well as milestones, responsibilities, progress, upcoming actions, and emerging risks or issues—to track project progress and keep all stakeholders informed of ongoing activities.
- **Deliverable 3.7: Core Team Meetings (Ongoing)**
Civilla will facilitate weekly meetings with the project's Core Team to collect input on work streams, follow up on action items, and support the day-to-day execution of the Implementation Phase.

- **Deliverable 3.8: Design Review**

Civilla will facilitate one Design Review with the MDOS leadership team at the end of the Implementation Phase. This meeting will be used to present the final product, outcomes, documentation, and next steps.

PROJECT PLAN + TIMELINE

The Implementation Phase will span 4 weeks. In the Implementation Phase, the team will conduct two, 2-week design sprints to deliver renewal mailings that meet the needs of end users. Each sprint will involve design, usability testing, and improvements:

Activities	Weeks	1	2	3	4	5	6	7	8	9	10	11	12
Research Phase													
Project Kick off		●											
Research Sprint 1			■	■									
Mid-point Research Review					●								
Research Sprint 2						■	■						
Recommendation Phase													
Synthesis + Recommendations								■	■				
Recommendation Review									●				
Implementation Phase													
Design Sprint 1										■	■		
Design Sprint 2												■	■
Implementation Review													●

This schedule will be refined in collaboration with MDOS during the first week of the project and adapted over the life of the project in collaboration with the MDOS Core Team to include action items and deliverables as the project progresses.

Key assumptions and dependencies for this schedule include:

- Implementation focus determined by the end of Week 8
- Usability testing plan and interview guides approved by Week 9
- Select MDOS staff available for usability testing Weeks 9-12
- Designs for Sprint 1 approved by Week 9
- Designs for Sprint 2 approved by Week 11
- Final designs approved by end of Week 12
- MDOS leadership available for Design Review on Week 12
- No holidays occur in the 4 week time span

TEAM

Civilla will provide personnel with the skillsets capable of fulfilling this work. Civilla anticipates seven (7) team members for this project who will execute on the three phases of work:

Leadership and Management

Leadership and management for this project includes a Partner and an Engagement Manager. The Partner will be responsible for strategically guiding the team and holding partner relationships. The Engagement Manager will be responsible for carrying out the project plan and managing the team—identifying needs, tracking progress, measuring impact, and sharing our work back to MDOS.

Research, Design, Strategy, and Evaluation

The staff for this project includes two (2) Specialists and two (2) Associates. In the Implementation Phase, this team will be responsible for conducting usability testing, collecting data, synthesizing insights, executing design work, and developing the final products.

Administrative Support

The Administrative Assistant will be responsible for coordinating partners, managing team schedules, and providing administrative support to ensure efficient operation of the project.

Additional Phases/Requirements (1.4)

1.4

Based upon past experience and best practices the vendor may offer additional deliverables/phases that would enhance the required items in **1.1,1.2** and **1.3** above.

This engagement will result in a set of field-tested, streamlined renewals for MDOS. In order to bring the renewals through a smooth statewide rollout, Civilla proposes the following additional phase of work:

Pilot | Testing the renewal forms on a wider scale to strengthen the design and measure outcomes | 3-6 months

In order to bring this engagement through full implementation, Civilla recommends initiating a pilot for the new MDOS renewal forms. Pilot programs are a well established practice in government to enable a phased introduction of major changes – allowing new products and services to be tested, evaluated and adjusted where necessary, before being rolled out at full scale.

For this engagement, Civilla recommends establishing a pilot program for a subset of MDOS customers and employees. The purpose of the pilot would be to scale up testing in a phased approach—enabling the team to gather further feedback on the design and make improvements to ensure the mailings meet user needs as intended. The pilot would also focus on collecting quantitative data to fully measure benefits for users and efficiency gains for the agency. Quantitative data will strengthen the MDOS leadership team’s ability to make a compelling case for change and justify further investments in human-centered services moving forward.

2. Services Levels

Delivery (2.1)

2.1 Bidder should indicate an estimated time frame for when all Contract Activities will be completed in business days from receipt of order. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

All Contract Activities will be completed in 60 business days from receipt of order based on the following schedule:

- **Research:** 30 business days
- **Recommendation:** 10 business days
- **Implementation:** 20 business days

Key assumptions and dependencies for this schedule are listed in sections 1.1, 1.2, and 1.3 above.

3. Acceptance

Acceptance, Inspection, and Testing (3.1)

3.1 The state will use the acceptance process defined in Section 16, Acceptance, of the Standard Contract Terms.

Bidder Acknowledgement: We acknowledge and accept these terms.

4. Staffing

Contractor Representative (4.1)

4.1 The Contractor must appoint a Contract Administrator, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

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

Contract Administrator:

- Name: Gabriela Dorantes
- Address: 440 Burroughs St Suite 200, Detroit, MI 48202
- Phone #: 248-840-6385
- Email: gaby@civilla.com

Key Personnel (4.2)

4.2

The Contractor must appoint a Program Manager who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

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. The State may require a 30-calendar day training period for replacement personnel.

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 Termination for Cause in the Standard Terms. 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 Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

Civilla represents a team of professional researchers, designers, strategists, and operational specialists that are uniquely suited to deliver on this work. The scope of this project requires:

- A team with expert capabilities in human-centered design.
- A team that carries local knowledge and an understanding of Michigan residents.
- A team that brings experience designing streamlined government forms and mailings.
- A team that understands the complexities of working within state agencies to implement human-centered solutions at scale.

We believe the Civilla team is uniquely qualified to deliver on these requirements.

The Civilla team represents individuals with proven experience in human-centered design and a commitment to doing this work within local communities across Michigan. Civilla’s leadership team is well respected and nationally recognized for their contributions to the professional practice of human-centered design. Human-centered design has been a cornerstone of our organization’s methodology since Civilla launched. Every member of our delivery team is highly trained in human-centered approaches to problem solving, regardless of their role on the project. Furthermore, every member of the team is a Michigan resident—enabling us to pull in local knowledge and a thoughtful understanding of the context in which we work. All of these strengths will enable us to accelerate and strengthen our work with MDOS.

The Civilla team carries extensive experience in designing simple and efficient government forms. By drawing on learnings from our work with the Michigan Department of Health and Human Services, our team brings insights on how to design forms on paper and online that set a new gold standard for government service delivery. Furthermore, every member proposed for this project team has experience navigating change through state agencies in Michigan, ensuring that all of our work will be designed with implementation in mind from the very beginning.

The Key Personnel for this engagement include a Partner, Engagement Manager, and two Specialists who have been chosen specifically to align with the needs and goals of this project. The table below highlights the Key Personnel for this project. All members will work from our Detroit, MI studio:

<p>Partner</p> <p>Michael Brennan</p> <p>—</p> <p><i>Key functions: Strategy, governance, operations, relationship management, fund development</i></p>	<p>Civilla is led by Michael Brennan, who has earned respect from changemakers and leaders throughout Michigan and across the country.</p> <p>At Civilla, Brennan guides Civilla’s mission, vision, and strategy. He carries 10+ years of experience leading human-centered design inside institutions, and played a pivotal role in the work with MDHHS to streamline applications and renewals.</p> <p>Prior to Civilla, Brennan led large-scale change efforts as the CEO of the United Way for Southeastern Michigan. After 30 years in leadership at United Way, his achievements include overseeing the rollout of the 2-1-1 social service hotline program across the United States, a system he also implemented in Metro Detroit that now receives 400,000 calls</p>
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	<p>annually. He has fundraised over \$700 million and provided innovation leadership and coaching to heads of organizations across 4 continents.</p>
<p>Engagement Manager</p> <p>Lena Selzer</p> <p>–</p> <p><i>Key functions: Strategy, stakeholder engagement, partner communication, project management, operations, design</i></p>	<p>Lena Selzer serves as the Design Director at Civilla.</p> <p>At Civilla, Selzer’s work is focused on partnering with leaders to design human-centered services that are more compassionate, more effective, and less expensive to operate. She has 7+ years of experience leading human-centered design projects of all scales. Selzer led the extensive redesign of Michigan’s multi-benefit application and continues to guide Civilla’s public sector work.</p> <p>Prior to joining Civilla, Selzer conducted design work for businesses, non profits, and non-governmental organizations in China, Ghana, Cambodia, India, England, and the United States. She is a Design Coach and Lecturer at the Hasso Plattner Institute of Design (the d.school) at Stanford University where she holds two degrees.</p>
<p>Specialist</p> <p>Gabriela Dorantes</p> <p>–</p> <p><i>Key functions: Research, synthesis, design, strategy, project management, implementation</i></p>	<p>Gabriela Dorantes is the Business Director and Lead Designer at Civilla. She manages projects in partnership with Civilla’s clients, leads teams through design and innovation processes, and ensures a high standard for Civilla’s research.</p> <p>At Civilla, Dorantes was a key researcher during Project Re:form and is leading Project Re:New – the streamlining of renewal forms for Michigan’s largest assistance programs. She carries 5+ years of experience working alongside Michigan residents to design services that better meet their needs. Dorantes holds a wide network of relationships with community organizations across Michigan that keeps Civilla’s work grounded in the perspectives of the people it serves.</p> <p>Prior to Civilla, Dorantes spent years in Washington D.C. working on policy issues at global organizations including the Organization of American States (OAS). Upon returning to Detroit, she led design and innovation efforts at United Way for Southwestern Michigan where she tackled complex challenges in regional tax foreclosure, public transportation, and K-12 education.</p>

	<p>Dorantes speaks Spanish fluently and holds a BA in International Affairs from The George Washington University.</p>
<p>Specialist</p> <p>Rachael Carson</p> <p>-----</p> <p><i>Key functions: Research, synthesis, design, strategy, project management, implementation</i></p>	<p>Rachael Carson is a Lead Designer at Civilla. She carries an expertise in leading research, navigating design work in the public sector, managing complex projects, and building close relationships with our partner teams.</p> <p>At Civilla, Carson led the research, usability testing and design work for Integrated Service Delivery – modernizing online enrollment and case management for benefit delivery in Michigan. Since the new portal launched in 2018 over 1 Million residents have used it to access assistance and manage their benefits.</p> <p>Prior to Civilla, Carson worked at OpenBox, a design studio in New York City where she focused on using human-centered design to create products and services that help companies scale. She also spent five years growing and leading a social enterprise in Vietnam, working alongside local artisans to better understand their needs while helping to design pathways to new markets.</p>

Resumes for these staff members are included in Appendix A.

Organizational Chart (4.6)

<p>4.6</p>	<p>The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.</p>
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Below is the organizational chart for the Research, Design, and Implementation phase of this project:

Disclosure of Subcontractors (4.7)

4.7

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

The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

The relationship of the subcontractor to the Contractor.

Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

A complete description of the Contract Activities that will be performed or provided by the subcontractor.

Civilla does not intend to utilize subcontractors to fulfill the requirements of this proposal.

5. Meetings

5.0

The Contractor must attend the following meetings:

Kick-off / Project Management meeting: within a week of contract execution.

Regular Weekly Phone Calls

Regular bi-weekly in-person meetings

The State may request other meetings, as it deems appropriate.

Bidder Acknowledgement: We acknowledge and accept these terms.

6. Pricing

Price Term (6.1)

6.1 Pricing is firm for the entire length of the Contract.

Bidder Acknowledgement: We acknowledge and accept these terms.

Price Changes (6.2)

6.2 Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

Bidder Acknowledgement: We acknowledge and accept these terms.

7. Ordering

Authorizing Document (7.1)

7.1 The appropriate authorizing document for the Contract will be a delivery order from the Master Agreement.

Bidder Acknowledgement: We acknowledge and accept these terms.

8. Invoice and Payment

Invoice Requirements (8.1)

8.1 All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid. Invoices must be emailed to: sospaymentprocess@michigan.gov

Bidder Acknowledgement: We acknowledge and accept these terms.

Payment Methods (8.2)

8.1 The State will make payment for Contract Activities via EFT as Indicated in Sec. 20 of the Contract Terms & Conditions:

Bidder Acknowledgement: We acknowledge and accept these terms.

9. Liquidated Damages

9.0 Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

Bidder Acknowledgement: We acknowledge and accept these terms.

STATE OF MICHIGAN

Request for Proposal No. 190000002416

Human Centered Design

SCHEDULE B

PRICING

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

Quick payment terms: _____ % discount off invoice if paid within _____ days after receipt of invoice.

4. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

Deliverables:	Price:
Research Phase(1)	\$106,400
Recommendation Phase (2)	\$58,500
Implementation Phase (3)	\$142,600
Total:	\$307,500
Additional Requirement(s) (optional)	

Appendix A – Resumes

Michael Brennan

michael@civilla.com

PROFESSIONAL EXPERIENCE

CIVILLA
9/15 - Present

Co-founder/Chief Executive Officer
 Detroit, Michigan

- Co-founded Civilla as a non-profit dedicated to changing the way public-serving institutions work through human-centered design.
- Responsible for guiding the vision, mission, and strategy for a nine person team with \$1.5 - \$2.0 million annual revenues.
- Partnered with the Michigan Department of Health and Human Services to create the first human centered multi-benefit application in America that was 80% shorter and 50% more efficient.

UNITED WAY FOR SOUTHEASTERN MICHIGAN**1/04 – 9/15**

President and Chief Executive Officer
Detroit, Michigan

- Responsible for overall leadership of the vision, goals, objectives and policies for the United Way for Southeastern Michigan, a \$58 to \$70 million annual enterprise.
- Provided leadership to more than 10,000 community volunteers, a Board of Directors consisting of 35 business, labor, civic and religious members and a professional staff of over 100 people.
- Secured a \$27.1 million dollar gift from General Motors Foundation to grow the number of high schools improving graduation rates to 80% or higher and expand Early Childhood Development strategies in high-need neighborhoods in Southeastern Michigan through the GM Networks of Excellence. This gift is the largest gift in GM Foundation's history.
- One of five organizations in the US in 2011 to receive a Social Innovation Fund (SIF) award through the Corporation for National and Community Service for \$4 million to advance the Early Learning Centers which were designed and created by the United Way for Southeastern Michigan.
- Partnered with America's Promise Alliance on Metro Detroit's first Dropout Summit which led to the creation of the Detroit Venture Fund that secured \$5 million in private resources to implement a turnaround strategy targeted at high schools with dropout rates of 40% or more.
- Partnered with other civic leaders in the creation of Excellent Schools Detroit---a diversified coalition of business, nonprofit and government which has created an integrated roadmap to quality education and accountability in Detroit.
- Affected the merger in 2005 of United Way Community Services and United Way of Oakland County. Pursued for over 20 years, this strategic alliance was accomplished in less than one year, bringing together volunteers, staff, organizational resources and programs in the formation of a new organization – United Way for Southeastern Michigan.
- Responsible for the planning, financing and launching of 211 in the region, an easy-access, multi-lingual, comprehensive information and referral service that connects people to health and human services, as well as volunteer opportunities, 24 hours a day, seven days a week. Created the first of its kind in the country – 211 on the Go, a mobile 211 strategy to break barriers to employment and housing for the homeless.
- Served as a liaison for United Way Worldwide and United Way of Canada/Centraide which led to the first formal MOU and strategic alliance in North America.
- Served as consultant to United Way Worldwide on establishing the framework for the newly-formed United Way – Europe and led the search process which posted the networks first United Way executive to lead Europe.

UNITED WAY OF AMERICA**2002 – 2004**

Executive Vice President
Washington, DC

- Led executive of the core externally-facing functions of a \$4 billion nonprofit network, largest in the US, with over 1,200 local affiliates throughout the country. Responsible for Public Policy, Resource Development, Community Impact, including 211 US, and Research for the national organization.
- Led a 65-member professional team to re-imagine the delivery of services to the national network of United Ways and its corporate partners across the US.
- Provided on-site consultation in leading transformational change to the CEOs and Boards of the largest United Ways within the US.
- Led the proactive engagement of the field and stakeholders on the public policy issues of importance to United Way that included the first national approach to Capitol Hill. Successfully secured the first introduction of a United Way-led bill in the US Congress on 211.
- Served as the national liaison to UW's partnership with Leadership 18, the largest human service nonprofits in the country
- Represented United Way at the White House, Capitol Hill and with Federal Agencies.
- Worked with the leadership team to develop and launch the new membership standards that are designed to improve accountability and transparency in United Way operations.
- Provided strategic consultation to the United Ways in the Asia-Pacific Rim, Canada, and Australia on transforming to a new model of impact.

HEART OF WEST MICHIGAN UNITED WAY

1992 – 2002

President (1995-2002)

Grand Rapids, Michigan

- Responsible for overall leadership of the vision, goals, objectives and policies for the Heart of West Michigan United Way, a \$16 to \$20 million annual enterprise.
- Led a 45 FTE workforce and a 15-member Board of Trustees through a transformational change of being an organization focused on transactions to one focused on community results.

Vice President, Development and Marketing (1992-1995)

Grand Rapids, Michigan

- Responsible for the total administration of all fund development and marketing.

GREATER KALAMAZOO UNITED WAY

1989 – 1992

Campaign Director

Kalamazoo, Michigan

- Led fundraising and information systems groups.
- Supervised four staff members and fifteen loaned executives, for a \$5.6 million campaign.

UNITED FOUNDATION

1985 – 1989

Campaign Unit Director

Detroit, Michigan

- Led fund development within a wide range of organizations and trade groups.
- Worked in a multi-disciplined campaign team that raised \$56 million.

EDUCATION

- Stanford University, Hasso Plattner Institute of Design, Leadership, Executive Education, 2014
- Harvard Business School, Strategic Perspectives in Nonprofit Management, 2001
- Center for Creative Leadership, 2000
- Michigan State University (East Lansing), BS, 1984

PROFESSIONAL / CIVIC AFFILIATIONS

- St. John Health System – a \$1.8 billion healthcare system comprised of seven hospitals plus more than 125 medical facilities in southeast Michigan: Board of Trustees member, Strategic Planning Committee, 2007-2013
- Excellent Schools Detroit – a broad coalition of Detroit’s education, government, community, parent and philanthropic leaders who committed to having every student in an excellent school by 2020: Executive Committee, Board member, 2010-14
- Institute for Student Achievement, New York City – a national organization focused on graduation rates and college readiness in key markets across the US: Board member, 2011-12
- United Way Worldwide Global Professional Council: Member, 2008-2015
- United Way Worldwide National Professional Council: Chair 2011, Executive Committee, Member, 2005-2015
- Super Bowl XL Host Committee: Chair, Volunteer Mobilization Committee, 2006
- Governor Snyder’s Social Sector transition team: Chair, 2010
- Keep Michigan Working – Governor Granholm’s Task Force: Co-Chair, Community Action Team, 2008-2009
- Wayne State University of Social Work: Board of Visitors, 2006-2012
- Southeastern Michigan Council of Governments (SEMCOG): Executive Committee, 2007-2009
- Grand Rapids Children’s Museum: Board Chair, Member, 1996 -2001
- Sackner Foundation: Trustee, 1996-2001
- Employers Coalition for Healing Racism: Member, 1998-2001

AWARDS / RECOGNITIONS

- Harvard Kennedy School of Government, Top 25 Innovations, 2018
- City Year, Idealist in Action, Red Jacket, 2014
- Identified by Crain's Detroit Business as a 'Cool Place to Work,' 2011
- Crime Stoppers of Michigan, 2010 Award Winner
- Identified by Crain's Detroit Business as one of the region's Best Managed Nonprofits, 2009
- University of Michigan-Dearborn, Commencement Address, 2008
- Latino Family Services, Community Service Award, 2008
- Oakland Business Review, Dealmaker of the Year, 2005

Lena Selzer

lena@civilla.com

Professional Experience

Civilla

Detroit, MI

Co-Founder/Design Director

Sept. 2015 - Present

- Co-founded Civilla, a non-profit design studio dedicated to changing the way our public-serving institutions work.
- Lead strategy for the organization's public sector work to impact millions of residents in Michigan and influence the national conversation on government service delivery.
- Lead strategy and operations for Civilla's design team by partnering with leaders of public-serving institutions to create services that are more compassionate, more effective, and less expensive to operate.
- Led Civilla's work with the Michigan Department of Health and Human Services, including the redesign of the DHS-1171 public assistance application that serves 2.5M low-income Michigan residents annually.

Hasso Plattner Institute of Design at Stanford

, CA

Design Coach & Lecturer

Sept 2013 - August 2016

- Coached and mentored multi-disciplinary teams of Stanford graduate students and executives through the design process.
- Lecturer and Teaching Assistant for Needfinding: Graduate Design Research Techniques; Design Coach for Executive Education: Design Thinking Bootcamp; Guest Lecturer for Learning, Design, and Technology Seminar; Guest Lecturer for Design Thinking Bootcamp: Experiences in Innovation and Design.

The Design Collective

San Francisco, CA

Design Consultant

Sept. 2012 - 2015

- Launched design and innovation consultancy to identify actionable human-centered business opportunities for social and civic organizations in the U.S. and abroad.
- Client roster featured established regional operations and multinational corporations including: United Way, Hyatt Hotels, Experience Institute, Detroit Future City, Philz Coffee.

Stanford ChangeLabs

India & England

Design Consultant

Jan. 2012 - June 2013

- Led research in India to inform an intervention that delivers 100L of water daily to families in rural villages.
- Led research in U.K. to interpret user behavior of energy consumption and inform energy efficiency solutions for international client team.
- Launched a mobile technology that helps Ghanaian farmers identify and treat crop pests and diseases on valuable market crops. Conducted research, in-field user tests, and product development in rural Ghana with 4-person team. Managed partnerships with organizations in Ghana to aid hand-off.

Education

Stanford University

Stanford, CA

M.S. in Earth Systems

Sept. 2011 - June 2013

Stanford University

Stanford, CA

B.S. in Earth Systems

Sept. 2006 - June 2010

Gaby Dorantes

gaby@civila.com

PROFESSIONAL EXPERIENCE

Civilla

Business Director / Design Lead

June 2016 - Present

- Currently leading an effort to re-design renewal forms for the State of Michigan's largest assistance programs that impact 2.5M+ residents and 5,000 State employees.
- Conducted comprehensive policy, technology and business process reviews to ensure re-designed renewal forms meet all IT, business, and State/Federal requirements.
- Led extensive user research with 40+ Michigan residents and 20+ State employees to understand the problem of renewals and articulate users' ideal renewal experience.
- Conducted user research to redesign the public benefits application for mobile phones to enable Michigan residents to access services from anywhere, anytime.
- Led a first of its kind pilot with MDHHS to demonstrate the impact of two-way text messaging.
- Contributed to the redesign of the State of Michigan's public benefits application (paper and digital) to reduce its length by 80%, decreasing processing times by nearly 50%.
- Engaged 266 participants in an MDHHS pilot where quantitative data was collected and analyzed to improve designs and generate a powerful case for change.
- Developed and delivered a full day, in-person, immersive training for 5,000 State employees.

United Way for Southeastern Michigan

Social Impact Design Manager / Workforce Development Specialist

March 2013 - May 2016

- Developed strategic objectives, established priorities, executed on project plans, and managed a \$500k budget for major projects on tax foreclosure, public transit in Detroit, educational barriers for students, digital badges, donor engagement, and toxic stress.
- Managed \$5.8M in existing grants—federal and foundation—including the management and execution of programs and deliverables; report on grants to funders, including Skillman, Kresge, and Chase.

Organization of American States

Project Management Associate

October 2011 - December 2012

- Organized seminars with global partners to distribute information about freedom of speech, and to help journalists, lawyers, and government leaders understand the protections given to them by international law.
- Managed grant proposals totaling \$5 million received from the US Department of State, the European Union, and the Open Society Foundation.

EDUCATION

George Washington University

2006 - 2010 | Washington, DC

B.A. in International Affairs & Human Rights

Rachael Carson

rachael@civilla.com

PROFESSIONAL EXPERIENCE

Civilla Detroit, MI

Design Lead August 2018 - Present

- Led research and usability testing for MI Bridges, an online tool serving 400,000+ monthly users.
- Interviewed 100+ residents and guided the re-design of the MI Bridges digital experience.
- Conducted and presented mixed-methods research to State leadership guiding decision making on key strategic topics including: document upload, change reports, and benefits utilization.
- Streamlined the design of online applications successfully reducing completion times by 50%.
- Increased online portal users by 20% per month, on target to reach 1M+ users by 2020.
- Designed a process which tripled text message subscriptions and led to a 1-year 75% increase.

Civilla Detroit, MI

Design Researcher July 2017 - July 2018

- Trained MDHHS staff and IT specialists in human-centered research and usability testing.
- Developed relationships with key staff members across the State at local MDHHS offices, community organizations and nonprofits.
- Coordinated research and testing of mobile application in two field offices in Genesee County.

Openbox Design New York, NY

Design Researcher October - February 2017

- Facilitated workshop to train 20 executives in design thinking and human-centered design

Civilla

Detroit, MI

Design Fellow

April 2016 - June 2016

- Completed immersive training in human-centered research + design methodologies.
- Contributed to design research effort to improve access to STEM education in Detroit with DAPCEP.
- Designed and built 17 foot art installation to celebrate and connect 60 Detroit artisans.

Fashion4Freedom

Hue + Saigon, Vietnam

Country Director

2011 - 2016

- Developed nationwide supply chain of 25+ artisan groups and managed product development of gemstone jewelry collection.

EDUCATION

Union College

2006 - 2010 | Schenectady, NY

B.A in Sociology, East Asian Studies, and Chinese

Graduated Cum Laude; Language Proficiency: Mandarin Chinese + Vietnamese.



STATE OF MICHIGAN PROCUREMENT

Michigan Department of State

430 West Allegan Ste
Lansing, MI 48948

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **231, 19000001018**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Humans First Detroit, dba Civilla
	440 Burroughs Street, Suite 210
	Detroit, MI 48202
	Michael Brennan, CEO
	313.449.1878
	michael@civilla.com
	CV0058129

STATE	Program Manager	Hilarie Chambers	MDOS
		517.241.3741	
	chambersh@michigan.gov		
	Contract Administrator	Chad Bassett	MDOS
517.241.2646			
bassettc@michigan.gov			

CONTRACT SUMMARY

DESCRIPTION: Human centered design of department forms

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
8/1/2019	7/31/2020	6, 1 year	7/30/2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$307,500.00

FOR THE CONTRACTOR:

Humans First Detroit, dba Civilla
Company Name

Michael J. Brennan

Authorized Agent Signature

Michael Brennan, CEO
Authorized Agent (Print or Type)

7/22/19
Date

FOR THE STATE:

Hilarie Chambers
Signature

Hilarie Chambers, Chief of Staff
Name & Title

Michigan Department of State
Agency

7/22/19
Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Humans First Detroit (“**Contractor**”), a Michigan 501, (c)(3) This Contract is effective on 8/1/2019 (“**Effective Date**”), and unless terminated, expires on 7/31/2020

This Contract may be renewed for up to 6 additional 1 year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

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

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

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

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

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

If to State:	If to Contractor:
Chad Bassett 430 West Allegan Lansing, MI 48918 bassettc@michigan.gov 517.241.2646	Michael Brennan 440 Burroughs St, Suite 210 Detroit, MI 48202 michael@civilla.com 313.449.1878

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Chad Bassett 430 West Allegan Lansing, MI 48918 bassettc@michigan.gov 517.241.2646	Michael Brennan 440 Burroughs St, Suite 210 Detroit, MI 48202 michael@civilla.com 313.449.1878

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Hilarie Chambers 430 West Allegan Lansing, MI 48918 chambersh@michigan.gov 517-241-3741	Garbriela Dorantes 440 Burroughs St, Suite 210 Detroit, MI 48202 gaby@civilla.com 248.840.6385

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
Umbrella or Excess Liability Insurance	
<u>Minimum Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2)

	include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

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

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

This Section is not intended to and is not 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).

7. Reserved.

- 8. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

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

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

- 9. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
- 10. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible

for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **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 any transaction or series of transactions principally for bona fide equity financing purposes.

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

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

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

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

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

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

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/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.

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

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a

Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

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

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

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

- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject

of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

28. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Reserved.**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
 - a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
 - b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
 - c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential

Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any 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, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. Reserved.

34. Reserved.

35. Reserved.

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

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

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

37. Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) 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 23, Termination for Cause.

- 38. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 39. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 40. Reserved.**
- 41. State Printing.** All printing in Michigan must be performed by a business that meets *one* of the following: (a) have authorized use of the Allied Printing Trades Council union label in the locality in which the printing services will be performed; (b) have on file with the Michigan Secretary of State, a sworn statement indicating that employees producing the printing are receiving prevailing wages and are working under conditions prevalent in the locality in which the printing services will be performed; or (c) have a collective bargaining agreement in effect and the employees are represented by an operations that is not influenced or controlled by management.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 46. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 47. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

- 48. **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.
- 49. **Website Incorporation.** The State is not bound by any content on Contractor’s website unless expressly incorporated directly into this Contract.
- 50. **Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Pricing

- 51. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR’S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES 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 THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 52. **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.
- 53. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 54. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 55. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.



**STATE OF MICHIGAN
Department of State—Procurement**

**Human Centered Design
Request for Proposal No. 19000002416
ADDENDUM #1**

Solicitation Manager Name: Chad D. Bassett
Direct Phone: 517.241.2646
Email: bassettc@michigan.gov
Main Phone: 517.241.2646

**This is a Request for Proposal (RFP) for:
MDOS seeks a qualified consultant to assess current renewal mailings to evaluate effectiveness in preparing customers to conduct their business efficiently and accurately whether they choose to do so online or in-person. Consultant would perform research, conduct interviews with current and potential customers and MDOS customer service employees, make recommendations for improvement, and design an approach that is both human-centered and cost effective.**

RFP Timeline

Event	Time	Date
RFP issue date	N/A	6/10/19
Deadline for bidders to submit questions about this RFP	3:00 p.m. Eastern	6/13/19
Anticipated date State will post answers to bidder questions on www.michigan.gov/SIGMAVSS	5:00 p.m. Eastern	6/17/19
Proposal deadline*	3:00 p.m. Eastern	6/24/19
Anticipated contract begin date	N/A	7/8/19

***A bidder’s proposal received at 3:00:01 p.m. Eastern is late and subject to disqualification.**

This RFP is subject to change. Check www.michigan.gov/SIGMAVSS for current information.

STATE OF MICHIGAN

PROPOSAL INSTRUCTIONS

- PROPOSAL PREPARATION.** The State recommends reading all RFP materials prior to preparing a proposal, particularly these Proposal Instructions and the Vendor Questions Worksheet. Bidders must follow these Proposal Instructions and provide a complete response to the items indicated in the table below. References and links to websites or external sources may not be used in lieu of providing the information requested in the RFP within the proposal. Include the bidder's company name in the header of all documents submitted with your proposal.

RFP Structure and Documentation

Document	Description	Bidder Response Instructions
Cover Page	Provides RFP title and number, important dates, and contact information for Solicitation Manager	Informational
Proposal Instructions	Provides RFP instructions to bidders	Informational
Confidential Treatment Form	Required verification on whether bidder's proposal contains confidential information	Bidder to complete and submit by proposal deadline
Vendor Questions Worksheet	Questions to bidders on background and experience	Bidder to complete and submit by proposal deadline
Schedule A – Statement of Work	Statement of work	Bidder to complete and submit by proposal deadline
Schedule B – Pricing	Pricing for goods and services sought by the State through this RFP	Bidder to complete and submit by proposal deadline
Contract Terms	Provides legal terms for a contract awarded through this RFP	Deemed accepted by bidder unless information required in Section 8, Evaluation Process is submitted by proposal deadline

- CONTACT INFORMATION FOR THE STATE.** The sole point of contact for the State concerning this RFP is listed on the Cover Page. Contacting any other State personnel, agent, consultant, or representative about this RFP may result in bidder disqualification.
- MODIFICATIONS.** The State may modify this RFP at any time. Modifications will be posted on www.michigan.gov/SIGMAVSS. This is the only method by which the RFP may be modified.
- QUESTIONS.** Bidder questions about this RFP must be emailed to the Solicitation Manager no later than the time and date specified on the Cover Page. In the interest of transparency, only written questions are accepted. Answers to questions will be posted on www.michigan.gov/SIGMAVSS. Submit questions using the format below; a Microsoft Excel format or similar is suggested.

Q #	Document and Section	Page #	Bidder Question

5. DELIVERY OF PROPOSAL.

Electronic – The bidder must submit its proposal, all attachments, and any modifications or withdrawals electronically through www.michigan.gov/SIGMAVSS. The price proposal should be saved separately from all other proposal documents. The bidder should submit all documents in a modifiable (native) format (examples include, but are not limited to: Microsoft Word or Excel and Google Docs or Sheets). In addition to submitting documents in a modifiable format, the bidder may also submit copies of documents in PDF. Attachment file size is limited to 6 MB per document. Bidder's failure to submit a proposal as required may result in disqualification. The proposal and attachments must be fully uploaded and submitted prior to the proposal deadline. **Do not wait until the last minute to submit a proposal**, as the SIGMA VSS system requires the creation of an account and entry of certain information, in addition to uploading and submitting the materials. The SIGMA VSS system **will not** allow a proposal to be submitted after the proposal deadline identified in the solicitation Closing On/Closing Date fields (Summary view/Detail view), even if a portion of the proposal has been uploaded.

Questions on how to submit information or how to navigate in the SIGMA VSS system can be answered by calling **(517) 373-4111 or (888) 734-9749**. The Solicitation Manager will not provide assistance related to the submittal of the proposal and all attachments on the day of the proposal deadline. Responsibility for a complete submission lies with the bidder.

6. EVALUATION PROCESS. The State will evaluate each proposal based on the following factors:

	Technical Evaluation Criteria	Weight
1.	Product Quality & Deliverable Capabilities – Schedule A, Statement of Work, Section 1	50
2.	Service Capabilities – Schedule A, Statement of Work, Section 2 & 4	25
3.	Vendor Questions Worksheet	25
	Total	100

Proposals receiving 80 or more technical evaluation points will have pricing evaluated and considered for award.

The State may utilize all bidder information, without regard to a proposal's technical score, to determine fair market value for goods or services sought. The State is not obligated to accept the lowest price proposal. If applicable, the State's evaluation will include consideration of a bidder's qualified disabled veterans/service - disabled veteran owned business(QVD/SDVOB) status under [MCL 18.1261\(8\)](#). Additional information on the SDVOB preference is available at: https://www.michigan.gov/dtmb/0,5552,7-358-82550_85746_48677-412612--,00.html.

The State strongly encourages strict adherence to the Contract Terms. The State reserves the right to deem a bid non-responsive for failure to accept the Contract Terms. Nevertheless, the bidder may submit proposed changes to the Contract Terms in track changes (i.e., visible edits) with an explanation of the bidder's need for each proposed change. Failure to include track changes with an explanation of the bidder's need for the proposed change constitutes the bidder's acceptance of the Contract Terms. General statements, such as that the bidder reserves the right to negotiate the terms and conditions, may be considered non-responsive.

The State may but is not required to conduct an on-site visit to tour and inspect the bidder's facilities; require an oral presentation of the bidder's proposal; conduct interviews, research, reference checks, and background checks; and request additional price concessions at any point during the evaluation process.

7. NOTICE OF DEFICIENCY. The State reserves the right to issue a **Notice of Deficiency** to bidders if the State determines after the proposal deadline that a portion of the RFP was deficient, unclear, or ambiguous. Failure to respond to a **Notice of Deficiency** timely may be cause for disqualification.

8. CLARIFICATION REQUEST. The State reserves the right to issue a **Clarification Request** to a bidder to clarify its proposal if the State determines the proposal is not clear. Failure to respond to a **Clarification Request** timely may be cause for disqualification.

- 9. RESERVATIONS.** The State reserves the right to:
- a. Disqualify a bidder for failure to follow these instructions.
 - b. Discontinue the RFP process at any time for any or no reason. The issuance of an RFP, your preparation and submission of a proposal, and the State's subsequent receipt and evaluation of your proposal does not commit the State to award a contract to you or anyone, even if all the requirements in the RFP are met.
 - c. Consider late proposals if: (i) no other proposals are received; (ii) no complete proposals are received; (iii) the State received complete proposals, but the proposals did not meet mandatory minimum requirements or technical criteria; or (iv) the award process fails to result in an award.
 - d. Consider an otherwise disqualified proposal, if no other proposals are received.
 - e. Disqualify a proposal based on: (i) information provided by the bidder in response to this RFP; (2) the bidder's failure to complete registration on www.michigan.gov/SIGMAVSS ; or (3) if it is determined that a bidder purposely or willfully submitted false or misleading information in response to the RFP.
 - f. Consider prior performance with the State in making its award decision.
 - g. Consider overall economic impact to the State when evaluating proposal pricing and in the final award recommendation. This includes but is not limited to: considering principal place of performance, number of Michigan citizens employed or potentially employed, dollars paid to Michigan residents, Michigan capital investments, job creation, tax revenue implications, and economically disadvantaged businesses.
 - h. Consider total-cost-of-ownership factors (e.g., transition and training costs) when evaluating proposal pricing and in the final award recommendation.
 - i. Refuse to award a contract to any bidder that has failed to pay State taxes or has outstanding debt with the State.
 - j. Enter into negotiations with one or more bidders on price, terms, technical requirements, or other deliverables.
 - k. Award multiple, optional-use contracts, or award by Contract Activity.
 - l. Evaluate the proposal outside the scope identified in **Section 8, Evaluation Process**, if the State receives only one proposal.
- 10. AWARD RECOMMENDATION.** The contract will be awarded to the responsive and responsible bidder who offers the best value to the State, as determined by the State. Best value will be determined by the bidder meeting the minimum point threshold and offering the best combination of the factors stated in **Section 8, Evaluation Process**, and price, as demonstrated by the proposal. The State will post a **Notice of Recommendation for Award** on www.michigan.gov/SIGMAVSS .
- 11. DEBRIEF MEETING AND BID PROTEST.** The State will post a **Notice of Recommendation for Award**, which will provide instructions on how to request a debrief meeting
- If you wish to initiate a protest of the award, you must submit your written protest to bassetc@michign.gov no later than 3:00 p.m., 5 calendar days after posting the Notice of Recommendation for Award, or by 3:00 p.m. the next business day if that date falls on a state holiday or weekend. The State reserves the right to adjust this timing and will publish any change on the SIGMA VSS system.
- Additional information about the protest process is available at www.michigan.gov/micontractconnect under the "Programs and Policies" link.
- 12. STATE ADMINISTRATIVE BOARD.** Contracts equal to \$500,000 or greater than require approval by the State Administrative Board. The State Administrative Board's decision is final; however, its approval does not constitute a contract. The award process is not complete until the awarded contractor receives a contract fully executed by all parties.
- 13. GENERAL CONDITIONS.** The State will not be liable for any costs, expenses, or damages incurred by a bidder participating in this solicitation. The bidder agrees that its proposal will be considered an offer to do business with the State in accordance with its proposal, including the Contract Terms, and that its proposal will be irrevocable and binding for a period of 180 calendar days from date of submission. If a contract is awarded to the bidder, the State may, at its option, incorporate any part of the bidder's proposal into a contract. This RFP is not an offer to enter into a contract. This RFP may not provide a complete statement of the State's environment, or contain all matters upon which agreement must be reached. Other than verified trade secrets, proposals submitted via www.michigan.gov/SIGMAVSS are the State's property.

14. CONFIDENTIAL TREATMENT FORM AND THE FREEDOM OF INFORMATION ACT. All portions of the bidder's proposal and resulting contract are subject to disclosure as required under Michigan's Freedom of Information Act (FOIA), MCL 15.231, et seq. However, some information may be exempt from disclosure. Under MCL 18.1261(13)(b), records containing "a trade secret as defined under section 2 of the uniform trade secrets act, 1998 PA 448, MCL 445.1902," are exempt from disclosure under FOIA. In addition, "financial or proprietary information" submitted with a bidder's proposal is exempt from disclosure under FOIA. A bidder's failure to comply with this Section is grounds for rejecting a bidder's proposal as non-responsive. As a part of its proposal, each bidder must follow the procedure below.

- a. **SUBMIT A COMPLETED "CONFIDENTIAL TREATMENT FORM" (CT FORM) WITH YOUR BID.** Completion and submission of the CT Form is required regardless of whether the bidder seeks confidential treatment of information. Failure to submit a completed CT Form may be cause for disqualification from the solicitation process.
 - i. Complete and sign Section 1 of the CT Form if the bidder does NOT request confidential treatment of information contained in its proposal; or
 - ii. Complete and sign Section 2 of the CT Form if the bidder requests confidential treatment of certain information. Bidder must also submit a "Public Copy" of the proposal with the trade secret, financial, and proprietary information redacted and clearly labeled as the "Public Copy."
- b. **FOIA REQUESTS.** If a FOIA request is made for a bidder's proposal, the Public Copy may be distributed to the public along with the bidder's CT Form. The CT Form is a public document and serves as an explanation for the redactions to the Public Copy. Do not put any trade secret, financial, or proprietary information in the CT Form. Do not redact the CT Form itself.
- c. **NO ADVICE.** The State will not advise a bidder as to the nature or content of documents entitled to protection from disclosure under FOIA or other laws, as to the interpretation of such laws, or as to the definition of trade secret or financial or proprietary information. Nothing contained in this provision will modify or amend requirements and obligations imposed on the State by FOIA or other applicable law.
- d. **FAILURE TO REQUEST CONFIDENTIAL TREATMENT.** Failure to request material be treated as confidential as specified herein relieves the State, its agencies, and personnel from any responsibility for maintaining material in confidence.
- e. Bids containing a request to maintain an entire proposal as confidential may be rejected as non-responsive. Bidders may not request confidential treatment with respect to resumes, pricing, and marketing materials. The State reserves the right to determine whether material designated as exempt by a bidder falls under MCL 18.1261 or other applicable FOIA exemptions. If a FOIA request is made for materials that the bidder has identified as trade secret, financial, or proprietary information, the State has the final authority to determine whether the materials are exempt from disclosure under FOIA.
- f. Bidder forever releases the State, its departments, subdivisions, officers, and employees from all claims, rights, actions, demands, damages, liabilities, expenses and fees, which arise out of or relate to the disclosure of all or a portion of bidder's proposal submitted under this RFP. Bidder must defend, indemnify and hold the State, its departments, subdivisions, officers, and employees harmless, without limitation, from and against all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to any FOIA request, including potential litigation and appeals, related to the portion of bidder's proposal submitted under this RFP that bidder has identified as a trade secret, or financial or proprietary information. The State will notify bidder in writing if indemnification

is sought. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, or any portion thereof, if the State deems necessary. Bidder 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. If a State employee, official, or law is involved or challenged, the State may control the defense of that portion of the claim. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

STATE OF MICHIGAN

CONFIDENTIAL TREATMENT FORM (CT FORM)

Page 1 of 2

INSTRUCTIONS. Complete either Section 1 or Section 2 of this CT Form and sign where indicated. This CT Form must be signed by the individual who signed the bidder's proposal. A completed CT Form must be submitted with your proposal, regardless of whether your proposal contains confidential information. **Failure to submit a completed CT Form with your bid is grounds for rejecting the proposal as non-responsive.** See Section Error! Reference source not found. of the Proposal Instructions for additional information.

Section 1. Confidential Treatment Is Not Requested

This section must be completed, signed, and submitted with the proposal if bidder does **not** request confidential treatment of any material contained in the proposal.

By signing below, the bidder affirms that confidential treatment of material contained in the proposal is not requested.

190000002416

Human Centered Design

RFP Number

RFP Title



6/23/19

Signature

Date

Michael Brennan, CEO, Humans First Detroit dba Civilla

Vendor Questions Worksheet

Vendor Questions Worksheet

Questions to bidders on background and experience. Bidder to complete and submit by proposal deadline.

1. Contact Information

Information Sought	Bidder Response
Bidder's sole contact person during the RFP process. Include name, title, address, email, and phone number.	Gabriela Dorantes Business Director 440 Burroughs St. Suite 210 Detroit, MI 48202 gaby@civila.com 248-840-6385
Person authorized to receive and sign a resulting contract. Include name, title, address, email, phone number and vendor customer code in SIGMA VSS.	Michael Brennan CEO 440 Burroughs St. Suite 210 Detroit, MI 48202 michael@civila.com 313-449-1878 Vendor Customer Code: CV0058129

2. Company Background Information

Information Sought	Bidder Response
Legal business name and address. Include business entity designation, e.g., sole proprietor, Inc., LLC, or LLP.	Humans First Detroit DBA Civila 440 Burroughs St. Suite 210 Detroit, MI 48202 501(c)(3)
What state was the company formed in?	Michigan

Phone number	248-840-6385
Website address	www.civilla.com
Number of years in business and number of employees	4 years 9 employees
Legal business name and address of parent company, if any	N/A
Has there been a recent change in organizational structure (e.g., management team) or control (e.g., merger or acquisition) of your company? If the answer is yes: (a) explain why the change occurred and (b) how this change has affected your company.	NO
Discuss your company's history. Has growth been organic, through mergers and acquisitions, or both?	Civilla was formed as a 501(c)(3) non-profit design studio based in Detroit. As a mission-driven organization, our team is focused on partnering with leaders to change the way public-serving institutions work through human-centered design. The growth of the organization has been responsive to a growing demand for services that align with Civilla's mission. Growth over the last four years has been intentional and organic.
Has bidder ever been debarred, suspended, or disqualified from bidding or contracting with any entity, including the State of Michigan? If yes, provide the date, the entity, and details about the situation.	NO
Has your company been a party to litigation against the State of Michigan? If the answer is yes, then state the date of initial filing, case name and court number, and jurisdiction.	NO
Within the last 5 years, has your company or any of its related business entities defaulted on a contract or had a contract terminated for cause? If yes, provide the date, contracting entity, type of contract, and details about the termination or default.	NO
State your gross annual sales for the last 5 years.	\$4.1 million

<p>If receiving a contract under this RFP will increase your gross revenue by more than 25% from last year's sales, explain how the company will scale-up to manage this increase.</p>	
<p>Describe partnerships and strategic relationships that your organization has that you think will bring a significant value to the State.</p>	<p>Civilla has been working with the Michigan Department of Health and Human Services (MDHHS) for the last 3.5 years to design more human-centered services. Civilla brings understanding of how to work effectively and in partnership within complex state systems. Through our work, we have developed relationships with an extensive network of non-profits, foundations, and corporations across the nation. Additionally, we have experience interacting and working with Michigan residents who access services through the State of Michigan on a weekly basis.</p>
<p>State the physical address of the place of business that would have primary responsibility for this account if bidder is awarded a contract under this RFP.</p>	<p>440 Burroughs St, Suite 210 Detroit MI, 48202</p>

3. Company Background Information

Information Sought	Bidder Response
<p>Under MCL 18.1261, a "qualified disabled veteran" means a business entity that is 51% or more owned by 1 or more veterans with a service-connected disability. A "service-connected disability" means a disability incurred or aggravated in the line of duty in the active military, naval, or air service as described in 38 USC 101(16). Are you a qualified disabled veteran?</p>	<p>NO</p>
<p>To demonstrate qualification as a qualified disabled veteran, you must provide:</p> <p>(a) Proof of service and conditions of discharge (DD214 or equivalent);</p> <p>(b) Proof of service-connected disability (DD214 if the disability was documented at discharge or Veterans Administration Rating Decision Letter or equivalent if the disability was documented after discharge); and</p>	<p>N/A</p>

<p>(c) Legal documents setting forth the ownership of the business entity.</p> <p>In lieu of the documentation identified above, you may provide proof of certification by the National Veterans Business Development Council.</p>	
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4. Participation in RFP Development or Evaluation

Information Sought	Bidder Response
<p>Did your company, an employee, agent, or representative of your company, or any affiliated entity participate in developing any component of this solicitation? For purposes of this question, business concerns, organizations, or individuals are affiliates of each other if, directly or indirectly: (1) either one controls or has power to control the other or (2) a third party controls or has the power to control both. Indicia of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities or equipment, and common use of employees.</p>	<p>NO</p>
<p>If you are awarded a contract under this solicitation, in order to provide the goods or services required under a resulting contract, do you intend to partner or subcontract with a person or entity that assisted in the development of this solicitation?</p>	<p>NO</p>
<p>Will your company, or an employee, agent, or representative of your company, participate in the evaluation of the proposals received in response to this RFP?</p>	<p>NO</p>

5. State of Michigan Experience and Prior Experience

Information Sought	Bidder Response
<p>Does your company have experience working with the State of Michigan? If so, please provide a list (including the contract number) of the contracts you</p>	<p>Civilla has experience working with the State of Michigan through our contract with the Michigan Department of Health and Human</p>

<p>hold or have held with the State for the last 10 years.</p>	<p>Services (MDHHS). Contract #180000000851 (previously 431B7700012).</p>
<p>Describe at least [3] relevant experiences from the last [5] years supporting your ability to successfully manage a contract of similar size and scope for the work described in this RFP.</p>	<p>Civilla is committed to supporting leaders in the public sector with professional research, design, strategy, and operations services. Civilla is providing three (3) project examples below that are relevant to the scope and skills required for this proposed engagement: Project Re:Form, Integrated Service Delivery, and Project Re:New. All three projects were conducted in Michigan in partnership with state agencies.</p>

EXPERIENCE 1 – PROJECT RE:FORM

Project Re:Form	
Company name	<p>State of Michigan</p> <p>Michigan Department of Health of Human Services (MDHHS)</p>
Contact name	Terrence Beurer
Contact role at time of project	Director of Field Operations
Contact phone	517-373-3570
Contact email	BeurerT@michigan.gov
City	Lansing
State	Michigan
ZIP	48933
1. Project name and description of the scope of the project	<p>PROJECT RE:FORM</p> <p><i>Streamlining the longest assistance application in America</i></p> <p>In partnership with the Michigan Department of Health and Human Services (MDHHS), Civilla launched Project Re:form in 2015 to design a faster, simpler and more humane application for core public assistance programs like Food Assistance and Healthcare in the State of Michigan.</p> <p>Known as the DHS-1171, the previous application was the longest of its kind in America at over 40 pages – a formidable barrier for over 2.5 million customers each year and a major inefficiency for the state.</p>
2. What role did your company play?	<p>Research and Design</p> <p>Civilla conducted human-centered research to understand the needs of Michigan residents applying for public benefits and MDHHS frontline staff administering benefits. Building on research insights, Civilla partnered with MDHHS to</p>

	<p>redesign the application from the perspective of customers and caseworkers. Civilla designed, tested, and updated prototypes of the new 1171 application for the pilot and delivered the final design file for statewide rollout.</p> <p>Pilot</p> <p>Civilla worked with two MDHHS field offices in Michigan to prepare and launch a pilot. The purpose of the pilot was to improve the design of the new application and measure its impact. Activities included: business process planning, technology and policy planning, usability testing, prototype updates, and data collection. The pilot resulted in a field-tested, human-centered application for Michigan’s largest assistance programs.</p> <p>Statewide Rollout</p> <p>In order to prepare the new application for implementation at scale, Civilla and MDHHS designed the strategy for statewide rollout. Civilla developed a proactive stakeholder engagement strategy, compiled a case for change based on pilot findings, finalized the form design (including business process, policy and technology changes), and secured federal and state approvals. Once the new form was approved, Civilla designed and implemented a training program for over 5,000 caseworkers across 100+ MDHHS offices statewide.</p>
<p>3. How is this project experience relevant to the subject of this RFP?</p>	<p>Civilla’s experience with Project Re:Form meets MDOS’ goals and objectives for this RFP:</p> <p>1) Human-centered approach</p> <ul style="list-style-type: none"> • Project Re:form was rooted in human-centered research and design. • The project demonstrates Civilla’s ability to perform research, conduct interviews with customers and customer service employees, make recommendations for improvements, and design an approach

	<p>that is both human-centered and cost effective.</p> <p>2) Simple and intuitive form design</p> <ul style="list-style-type: none"> • Project Re:form integrated Michigan’s five largest assistance programs into a single, streamlined application that was designed through the eyes of customers and caseworkers. • Through this work, Civilla developed an expertise in designing government forms and communication materials that are simple, intuitive, and clear for customers. <p>3) Streamlined processing</p> <ul style="list-style-type: none"> • Project Re:form delivered an integrated application that was 80% shorter and could be processed in nearly half the time. • The results proved that Civilla’s approach to human-centered design can streamline processing time for staff and deliver more efficient services for our agency partners.
Dollar value	\$1,529,000
Start and end date (mm/yy – mm/yy)	12/16 - 01/18
Status (completed, live, other – specify phase)	Completed
Results obtained	<p>Project Re:form’s intensive human-centered design process resulted in a beautiful, streamlined application that was 80% shorter and could be processed in nearly half the time.</p> <p>Civilla and MDHHS piloted the new application in two local offices to test its efficacy and measure its impact. In the end, 90% of customers felt confident that they could complete the new application on their own and 90% were able to fill it out in less than 20 minutes.</p>

For staff, the new application came in 94% complete and the time they spent correcting errors on the application decreased by 75%. End-to-end processing time dropped by nearly 50%.

The new application rolled out statewide in January 2018. It has measurably reduced the State's operational burden while improving experiences for millions of customers every year.

The project was recently recognized by Harvard Kennedy School as one of the Top Innovations in American Government.

EXPERIENCE 2 – INTEGRATED SERVICE DELIVERY

Project Re:Form	
Company name	<p>State of Michigan</p> <p>Michigan Department of Health of Human Services (MDHHS)</p>
Contact name	Jonathan Breems
Contact role at time of project	Policy Analyst
Contact phone	951-318-7385
Contact email	BreemsJ@michigan.gov
City	Lansing
State	Michigan
ZIP	48933
1. Project name and description of the scope of the project	<p>2) INTEGRATED SERVICE DELIVERY</p> <p><i>Transforming digital services in the State of Michigan</i></p> <p>Civilla is committed to streamlining access to government services through better digital design. In partnership with the Michigan Department of Health and Human Services (MDHHS), Civilla worked to modernize the online enrollment process for public assistance programs like food and healthcare in the State of Michigan.</p> <p>Of the 2.5 million people who access public assistance in Michigan each year, about 50% apply online. However, the legacy application was long and complex – requiring over 45 minutes to apply.</p>
2. What role did your company play?	<p>Digital Design</p> <p>In partnership with MDHHS and their IT vendor, Civilla designed a new online application portal that is simple to use and easy to understand. The portal enables customers to complete their</p>

	<p>business online - including applying for benefits, completing renewals, uploading documents, reporting life changes, signing up for text message reminders, and connecting with community resources. The portal was designed intentionally to be easy to use on mobile phones as well as desktop computers.</p> <p>User Research</p> <p>During development, Civilla conducted ongoing user research with MDHHS customers to ensure the product was built on a deep understanding of user needs.</p> <p>Usability Testing</p> <p>The team worked in fast, iterative cycles to test the new online portal with MDHHS customers and improve the design based on user feedback.</p>
<p>3. How is this project experience relevant to the subject of this RFP?</p>	<p>Civilla’s experience with Integrated Service Delivery meets MDOS’ goals and objectives for this RFP:</p> <p>1) Human-centered approach</p> <ul style="list-style-type: none"> ● Civilla’s work in Integrated Service Delivery was rooted in human-centered research and usability testing. ● Our team worked in partnership with MDHHS to ensure the needs of customers remained at the center of the development process. <p>2) Simple and intuitive form design</p> <ul style="list-style-type: none"> ● Integrated Service Delivery delivered an online application form for Michigan’s largest assistance programs that is simple to use and easy to understand. ● As a result, the time it takes for customers to apply online has decreased by 66%, dropping from over 45 minutes

	<p>for the legacy application to under 15 minutes on average.</p> <p>3) Streamlined processing</p> <ul style="list-style-type: none"> • Civilla worked with MDHHS to modernize and streamline online services by designing features such as document uploading and text message reminders. Since the new portal launched in 2018, the number of documents submitted online has tripled, and over 75% of users have signed up for text message reminders. • These solutions improve customers' ability to complete their business online and decrease the need for customers to visit the office or call their caseworkers to manage their case.
Dollar value	\$1,355,000
Start and end date (mm/yy – mm/yy)	01/2017 - Ongoing
Status (completed, live, other – specify phase)	Live
Results obtained	<p>Since the portal launched statewide over 1 Million people have used it to apply for assistance.</p> <p>The impact of the redesign is evident: it now takes less than 15 minutes to apply. In addition, the number of documents submitted online has tripled year-over-year.</p> <p>Applicants are able to easily submit documents, report life changes, and manage benefits directly from their mobile devices.</p> <p>The new portal received recognition for IT Solutions Management as Best Use of Technology for Customers at APHSA in 2018. It</p>

	was also recently an award winner for the IDG 2019 Digital Edge 50.
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EXPERIENCE 3 – PROJECT RE:NEW

Project Re:Form	
Company name	State of Michigan Michigan Department of Health of Human Services (MDHHS)
Contact name	Terrence Beurer
Contact role at time of project	Director of Field Operations
Contact phone	517-373-3570
Contact email	BeurerT@michigan.gov
City	Lansing
State	Michigan
ZIP	48933
1. Project name and description of the scope of the project	<p>3) PROJECT RE:NEW</p> <p><i>Designing simple and intuitive renewals for Michigan’s largest assistance programs</i></p> <p>Building on the success of the new assistance application, Civilla launched a new phase of work with MDHHS focused on designing simple and intuitive renewal forms for Michigan’s largest assistance programs.</p> <p>Currently, renewal forms in Michigan are reminiscent of the old application, characterized by institutional language and design that results in confusion, frustration, and errors. On average, over 25% of new applications result from customers who fail to renew their benefits and return to reapply within 90 days. This cycle—referred to as “churn”—is estimated to cost the state more than \$25 million each year.</p>

<p>2. What role did your company play?</p>	<p>Research and Design</p> <p>Civilla conducted human-centered research to understand the needs of Michigan residents who complete renewal forms and MDHHS frontline staff who process the paperwork. Building on research insights, Civilla partnered with MDHHS to redesign the renewals forms from the perspective of end users. Civilla designed, tested, and updated prototypes based on user feedback prior to the pilot.</p> <p>Pilot</p> <p>Civilla launched a pilot in mid-2019 to test changes to renewal forms in the field and prepare them for statewide rollout. The outcomes of the pilot will be:</p> <ul style="list-style-type: none"> • Fully redesigned and field-tested renewal forms that are ready to be rolled out statewide • In-depth quantitative data that demonstrates the impact of the project for statewide rollout. • Recommendations for policy and business process changes that could be adopted for further impact.
<p>3. How is this project experience relevant to the subject of this RFP?</p>	<p>Civilla’s experience with Project Re:New meets MDOS’ goals and objectives for this RFP:</p> <p>1) Human-centered approach</p> <ul style="list-style-type: none"> • Project Re:New takes a human-centered approach to redesigning renewal forms through research, design, and testing. This process is directly applicable to the responsibilities outlined in this RFP. <p>2) Simple and intuitive form design</p> <ul style="list-style-type: none"> • Project Re:New is focused on streamlining renewal forms on paper

	<p>and online for Michigan’s largest assistance programs.</p> <ul style="list-style-type: none"> As a result of the extensive research and testing we conducted for this work, our team has developed expertise in designing renewal forms that are easy to understand and fast to process. <p>3) Streamlined processing</p> <ul style="list-style-type: none"> Project Re:New is focused on streamlining MDHHS processes through renewal forms that are more complete, more accurate, more timely, and faster to process. Early results from the pilot demonstrate improvements across all of these metrics.
Dollar value	\$750,000
Start and end date (mm/yy – mm/yy)	07/18 - 09/19
Status (completed, live, other – specify phase)	Live
Results obtained	<p>Project Re:New will deliver streamlined renewal forms for Michigan’s largest assistance programs. The new forms are currently being piloted to measure their impact prior to statewide rollout.</p> <p>Early results indicate that the simplified renewal forms will improve timeliness, reduce client confusion, increase completion rates, improve accuracy, and reduce churn. Clear notices will also reduce MDHHS error rates and the likelihood of customers calling or visiting the office to renew their benefits in person.</p>

6. Standard Contract Terms

Information Sought	Bidder Response
Bidder must affirm agreement with the attached Contract Terms. If not in agreement, written exceptions in accordance with Section 8 Evaluation Process must be provided with Bidder's proposal.	YES

7. Other

Information Sought	Bidder Response
Abusive Labor Practices. The Contractor certifies that it will not furnish any Deliverable that was produced fully or partially by forced labor, forced or indentured child labor, or indentured servitude.	YES
Certification of Michigan Business- Public Act 431 of 1984, Sec. 268. I certify that the company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984, filed a Michigan Business Tax Corporate Income Tax Return. I certify that the company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984, filed a Michigan Income Tax return showing income generated in, or attributed to the State of Michigan. I certify that the company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984, withheld Michigan Income Tax from compensation paid to the company's owners and remitted the tax to the Michigan Department of Treasury.	YES
Iran Linked Business- Public Act 517 of 2012. I certify that the Company is not an Iran-Linked business as defined by Public Act 517 of 2012.	YES
Clean Corporate Citizen. I certify that the Company is a Clean Corporate Citizen as defined by the Environmental Protection Act, 1994 PA 451.	YES
Convict Labor. The Contractor certifies that if using convict labor, it is complying with all applicable state and federal laws and policies.	YES
SOM Debt/Tax Payment. All SOM tax/debts. I certify that all applicable State of Michigan taxes are	YES

paid, and that no outstanding debt is owed to the State of Michigan.	
Authorization to Verify Information provided by Vendor. I authorize the State to verify that all information provided in this registration, in bidding and contracting documents, and any attachments or supplement documents and processes are accurate.	YES

Schedule A – Statement of Work

Statement of Work

Statement of Work. Bidder to complete and submit by proposal deadline.

1. General Requirements

1.0

As part of the response to the three phases the Contractor shall propose a project plan for each. The project plan should identify items such as the project management process; project breakdown identifying sub-projects, tasks, and resources required; expected frequency and mechanisms for updates/progress reviews; process for addressing issues/changes; and individuals responsible for receiving/reacting to the requested information.

Overview

This project will create and test faster, simpler and more customer-centered renewals for Michigan's Department of State (MDOS).

Currently, renewal mailings contain institutional language and design that confuse customers and place an additional burden on MDOS employees. Building on the success of Civilla's human-centered design work in Michigan, Civilla will partner with MDOS to design a set of streamlined renewal forms that meet the needs of customers and employees.

The engagement will result in a new set of field-tested, streamlined renewals for MDOS. These mailings will be simple to understand, easy to use, and fast to process. More broadly, this work will inform the development of additional improvements for MDOS business processes, policies, and technology.

Expected outcomes include:

- Reduced: average processing time per document
- Reduced: calls and trips to the office
- Improved: rates of completion
- Improved: accuracy
- Improved: customer satisfaction
- Improved: workforce engagement

Civilla has prepared a project plan that spans three phases: Research, Recommendation and Implementation.

1. **RESEARCH | 6 weeks**

Civilla will conduct human-centered research to understand the needs of customers and MDOS employees. Research will focus on understanding the purpose of renewal mailings, how they are received by MDOS customers, the steps taken by customers after they receive a mailing, and the challenges of renewing online and in branch offices. Research will be conducted over two, 2-week sprints with customers in the field and with MDOS employees in Lansing.

2. **RECOMMENDATION | 2 weeks**

Based on research findings, the team will make recommendations for changes to MDOS renewals. These recommendations will focus on MDOS renewal mailings, but will also include opportunities for changes to business processes, technology, and policy.

3. **IMPLEMENTATION | 4 weeks**

Civilla will design an integrated approach to renewal mailings that is streamlined and efficient for customers and employees. The team will conduct two, 2-week design sprints to test changes to the renewal mailings in the field and prepare them for statewide rollout through iteration and improvement.

In total, this project plan requires 12 weeks. We understand the urgency for MDOS to complete this work and remain open to further discussion about the details of the project plan and the timeline.

Research Phase (1.1)

1.1

During the research phase the consultant will research current mailings, requirements for what is included in mailings, how they are received by customers, clarity of message and effectiveness of customer preparedness when they arrive at branch office. Consultant may also conduct other research and evaluate other best practices. In advance of the research phase, consultant shall indicate the type of research needed, the purpose of the research and how it will be conducted with the least amount of disruption to current business.

OBJECTIVE

The purpose of the Research Phase is to collect qualitative and quantitative evidence that informs the design and improvement of MDOS renewals.

OUR APPROACH

Civilla carries a deep expertise in qualitative and quantitative research. Our team's methodology puts people at the center of the process to ensure that solutions are designed to meet the needs of end users. Our approach is rooted in human-centered principles:

- **Take time to build trust**—All of our research starts and ends with trust. We are deliberate in the way that we build trust with the people we're interviewing, and recognize that this part of the process cannot be rushed. We spend time understanding the people we're designing for, and we use our skills as facilitators to make sure that end users and all relevant stakeholders feel included in the process. Building trust in this way keeps the needs of end users at the center of the process and helps everyone feel ownership over the end result.
- **Bring a beginner's mind**—Our team starts by assuming we don't know the answer to the problem we're trying to solve. As human-centered designers, our team views the people we're designing for as experts who can provide insight into the solutions that best meet their needs. In the Research Phase, we get out into the world and talk to end users to develop insight on the best path forward. Staying open minded throughout the Research Phase enables us to pursue new ideas and sets our team up to deliver solutions that none of us would have come up with on our own.

- **Conduct research in-context**—At Civilla, we’ve found that the best way to build empathy with the people we’re designing for is to immerse ourselves in their worlds. We develop understanding by talking to end users in person—where they live, work, and lead their lives. Once we’re in-context, there are many ways we observe and learn from the people we’re designing for in order to gain a true understanding of what their needs are.
- **Design for continuous learning**—We take an iterative approach to our research. This means that we conduct our work in short, iterative sprints so that user voices are brought into the process every step of the way. This approach to continuous learning ensures that we can engage users and improve on solutions until we’ve gotten every detail just right.

Research Participants

For the purpose of this project, research participants will include:

- **MDOS Customers:** Residents in Michigan who have recently received a MDOS renewal notice. Research participants will span a range of backgrounds and abilities, including: age, gender, race, ethnicity, geography, language, educational level, professional background, literacy, and technical abilities.
- **MDOS Employees:** Staff at MDOS branch locations who are responsible for processing renewals. Research participants will span 3-5 locations to ensure a representative sample across roles, experience levels, geographies, office sizes, and task volumes.
- **MDOS Leadership:** Leadership at MDOS who are familiar with renewals and part of the project team. Civilla will engage leadership early in the Research Phase to gather contextual knowledge, uncover high-value questions, and ensure this work remains aligned with MDOS’ wider priorities.
- **Experts:** Leaders and practitioners who have been part of similar design and transformation projects in Michigan and other states. Civilla will engage experts to learn from best practices and explore transferability to the context of MDOS renewal mailings.

ACTIVITIES

Project Planning and Management: In the Research Phase, Civilla will implement effective planning and project management strategies—identifying needs, tracking progress, measuring impact, and sharing our work back to MDOS. The following is a draft of proposed activities:

<p>Project Planning</p>	<p>Conduct in-person planning sessions with MDOS leadership to develop a workplan and confirm Civilla’s responsibilities and project methodology.</p> <p>These meetings will 1) introduce Civilla to the MDOS leadership team 2) establish clear roles and responsibilities for Civilla 3) finalize the sequencing of Civilla’s research and design activities.</p>
<p>Project Kick-off + Participant Onboarding</p>	<p>Onboard a Core Team from MDOS and select field offices to participate in the project.</p> <p>The onboarding process and Project Kick-off will provide an overview of the project as well as an in-depth introduction to the human-centered design process.</p>
<p>Weekly Project Status Reporting</p>	<p>Align/integrate all work streams, monitor progress, and proactively manage barriers/dependencies through weekly status reports.</p>
<p>Core Team Meetings</p>	<p>Facilitate weekly meetings with the project’s Core Team to provide updates, check in on work streams, and support the day-to-day execution of the Research Phase.</p> <p>The Core Team will include an Engagement Manager and Specialist from Civilla, along with 2-4 MDOS leaders/employees in Lansing who are assigned to support the Research Phase.</p>
<p>Design Reviews</p>	<p>Conduct strategic Design Reviews with MDOS executive leadership to share insights and seek guidance. Civilla will host two Design Reviews during the Research Phase:</p> <ol style="list-style-type: none"> 1) Kickoff meeting 2) Mid-point Research Review

Research Methods: In the Research Phase, Civilla will conduct mixed-methods research to gain an understanding of MDOS customer and employee needs for renewals. Research methods will include secondary research, baseline data analysis, individual interviews, group interviews, expert interviews, and immersions. The following is a draft of proposed activities:

<p>Defining our Audience</p>	<p>Identify the spectrum of people who will need to be engaged in research.</p> <p>Identify points of contact and articulate our audience’s needs, contexts, and history to inform early research questions.</p>
<p>Recruiting</p>	<p>Finalize a strategy for selecting, recruiting, and engaging research participants.</p>
<p>Secondary Research + Best Practices</p>	<p>Conduct secondary research to provide relevant context on renewals, help the team understand what’s possible, and inform primary research questions.</p> <p>Research best practices from across the US for renewals, focusing specifically on paper and digital form design.</p>
<p>Baseline Data Analysis</p>	<p>Review existing baseline data from MDOS to observe how renewals are currently being used, generate informed research questions, and ensure our efforts are focused on high-value improvements.</p>
<p>Policy, Technology, and Business Process Mapping</p>	<p>Review the current set of policy, technology, and business process requirements related to renewal mailings within the state of Michigan.</p>
<p>Individual Interviews</p>	<p>Conduct individual interviews with MDOS customers and employees.</p> <p>Individual interviews will focus on developing a thorough understanding of the experiences of customers and employees</p>

	<p>as well as their needs and pain points around renewals.</p> <p>Interviews will be conducted 1:1, in-person, on-site at MDOS field offices and community partner locations.</p> <p>Research teams will be limited to two people for any single interview, so as to not overwhelm the participant or crowd the location.</p> <p>Interviews will range from 60-90 minutes long. They will start with broad questions about the person’s life, values, and habits, before moving to more specific questions that relate directly to MDOS renewals.</p>
<p>Group Interviews</p>	<p>Conduct group interviews with MDOS employees.</p> <p>Group interviews will be focused on building an understanding of work culture, office dynamics, and MDOS employee needs. Sessions will be designed to gather diverse inputs and opinions early in the research process.</p> <p>Research teams will be limited to two people so as not to overwhelm the participants at each office.</p>
<p>Expert Interviews</p>	<p>Conduct expert interviews with select MDOS leadership.</p> <p>Expert interviews will bring the research team quickly up to speed on the context of renewals and provide insights into relevant history, opportunities, challenges, and constraints.</p> <p>Expert interviews will be designed to provide a systems-level view of the project area and offer perspectives on how this work fits into MDOS’ wider priorities.</p> <p>Expert interviews will also be used to provide specific insight related to technical capabilities, policy requirements, legal requirements, printing specifications, etc.</p>
<p>Immersion</p>	<p>Conduct immersion at local MDOS offices, shadowing customers and employees in the field as they move through the renewals process from end-to-end.</p>

	<p>Immersion will focus on tracking renewals through the full business process to build an understanding of user needs and opportunities for improvement.</p> <p>Immersion will span from 1-4 hours each. They will be conducted by an individual research team member to minimize disruption.</p> <p>The sessions will be designed intentionally to be unobtrusive for employees—with direct questions limited to a short interview window at the end of the immersion period.</p>
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DELIVERABLES

By the end of the Research Phase, Civilla will deliver:

- **Deliverable 1.1: Project Plan + Timeline**
 Civilla will partner with MDOS to establish clear roles/responsibilities and the sequencing of Civilla’s work. This Project Plan will feature a schedule for Civilla that demonstrates where all deliverables, milestones, key events, convening, and task dependencies fit within the approved upon timeline.
- **Deliverable 1.2: Research Plan**
 Civilla will partner with MDOS to finalize a Research Plan that ensures user insights are foundational to the redesign of renewals. This plan will include the selection of qualitative and quantitative research methods, the development of interview guides, and a strategy for selecting, recruiting, and engaging research participants.
- **Deliverable 1.3: Research Documentation**
 Civilla will develop documentation that codifies learnings from user research and decision-making as the project evolves.
- **Deliverable 1.4: Environmental Mapping**
 Civilla will conduct Environmental Mapping of analogous paper and digital renewal forms – focusing specifically on user experience and design elements. This analysis will lift up assets (ideas the team should consider incorporating) and liabilities (problems the team should take care to avoid) from similar efforts across the US.
- **Deliverable 1.5: Weekly Project Status Reports (Ongoing)**
 Civilla will prepare weekly Project Status Reports for MDOS. These reports will provide a summary of work streams—as well as milestones, responsibilities, progress, upcoming actions, and emerging risks or issues— to track project progress and keep all stakeholders informed of ongoing activities.
- **Deliverable 1.6: Core Team Meetings (Ongoing)**
 Civilla will facilitate weekly meetings with the project’s Core Team to collect input on work streams, follow up on action items, and support the day-to-day execution of the Research Phase.

- **Deliverable 1.7: Design Reviews**

Civilla will facilitate two Design Reviews with MDOS leadership during the Research Phase: one at the beginning (Project Kick-off) and one after the first research sprint has concluded (Mid-point Research Review). These meetings will focus on sharing emerging insights from research, surfacing important decisions, and aligning on the direction of the work as the team moves towards the Recommendation Phase.

PROJECT PLAN + TIMELINE

The Research Phase will span 6 weeks total. Research will be conducted over two, 2-week sprints:

Activities	Weeks	1	2	3	4	5	6	7	8	9	10	11	12
Research Phase													
Project Kick off		●											
Research Sprint 1			■	■									
Mid-point Research Review					●								
Research Sprint 2						■	■						
Recommendation Phase													
Synthesis + Recommendations								■	■				
Recommendation Review									●				
Implementation Phase													
Design Sprint 1										■	■		
Design Sprint 2												■	■
Implementation Review													●

This schedule will be refined in collaboration with MDOS during the first week of the project and adapted over the life of the project in collaboration with the MDOS Core Team to include action items and deliverables as the project progresses.

Key assumptions and dependencies for this schedule include:

- MDOS leadership team selected and available for Project Kick-off by Week 1
- MDOS Core Team selected and onboarded by Week 1
- Baseline data provided by Week 1
- Research plan, interview guides, and user profiles approved by Week 1
- MDOS office locations and staff participants selected by Week 1
- Select MDOS staff available for individual interviews, group interviews, and immersions at field offices on Weeks 2-3 and 5-6
- MDOS leadership available for Design Review on Week 4
- No holidays occur in the 6 week time span

TEAM

Civilla will provide personnel with the skillsets capable of fulfilling this work. Civilla anticipates seven (7) team members for this project who will execute on the three phases of work:

Leadership and Management

Leadership and management for this project includes a Partner and an Engagement Manager. The Partner will be responsible for strategically guiding the team and holding partner relationships. The Engagement Manager will be responsible for carrying out the project plan and managing the team—identifying needs, tracking progress, measuring impact, and sharing our work back to MDOS.

Research, Design, Strategy, and Evaluation

The staff for this project includes two (2) Specialists and two (2) Associates. In the Research Phase, this team will be responsible for conducting research, collecting data, synthesizing insights, implementing strategy, executing design work, and completing rigorous evaluation.

Administrative Support

The Administrative Assistant will be responsible for coordinating partners, managing team schedules, and providing administrative support to ensure efficient operation of the project.

Recommendation Phase (1.2)

1.2 After the research phase, written and verbal findings should be presented to MDOS. The recommendations made should be specific and they should be backed by research findings.

OBJECTIVE

The purpose of the Recommendation Phase is to synthesize research to develop insights and opportunities that will guide the redesign of MDOS renewals.

OUR APPROACH

Civilla specializes in synthesizing research and surfacing actionable recommendations that are rooted in the needs of end users. From our research, we develop a cohesive understanding of the problem space and work with our partners to identify the highest value opportunities for change. Our approach is rooted in human-centered principles:

- **Externalize the data:** Design synthesis is about externalizing data gathered during research to enable the content to be moved around and processed by the team. Instead of keeping the content of our research confined to our laptops or notebooks, the goal is to make individual learnings into group knowledge so that everyone can contribute to the process of sensemaking. By exposing the entire data set so that we can see it holistically, we're able to uncover meaningful insights and identify core user needs that may not have surfaced otherwise.
- **Synthesize data to make it actionable:** Our research generates thousands of discrete data points. Through a detailed process of synthesis, our team works to make sense of this data so that it can be put into action. By contextualizing data and organizing it around key themes, we build a common understanding of the user experience and surface the most compelling opportunities for change.

- Approach ideation with optimism:** We approach our synthesis and ideation work with optimism. Our optimism encourages us to engage in generative thinking and push on when we hit dead ends, rather than focus only on the constraints. This approach to problem solving helps participants in our projects feel empowered to contribute ideas and move work forward.

ACTIVITIES

Project Planning and Management: In the Recommendation Phase, Civilla will continue the established planning and project management strategies—identifying needs, tracking progress, measuring impact, and sharing our work back to MDOS. The following is a draft of proposed activities:

Weekly Project Status Reporting	Align/integrate all work streams, monitor progress, and proactively manage barriers/dependencies through weekly status reports.
Core Team Meetings	Facilitate weekly meetings with the project’s Core Team to provide updates, check in on work streams, and support the day-to-day execution of the Recommendation Phase.
Design Reviews	Conduct strategic Design Reviews with MDOS executive leadership to share insights and seek guidance. Civilla will host one Design Review during the Recommendation Phase: 1) Recommendation Review

Recommendations: In the Recommendation Phase we’ll make sense of our research by synthesizing findings, identifying opportunities for change, and sharing what we’ve learned with the MDOS leadership team. Synthesis methods will include downloading, theme development, user insight statements, user experience mapping, opportunity area analysis, design principles, ideation, and concept sketches. The following is a draft of proposed activities:

Downloading	Download learnings to make sense of information gathered during the Research Phase. Downloading will focus on capturing data, ideas, and stories—with the goal of externalizing our individual learnings and sharing them among the
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	team.
Key Themes	<p>Synthesize learnings by identifying patterns and themes in the data.</p> <p>Synthesis will focus on uncovering compelling insights, consistent challenges, moments of significance, and surprises in the user journey.</p> <p>The team will use frameworks such as 2x2s and Relational Maps to visualize patterns and surface the most compelling insights for the MDOS leadership team.</p>
User Insight Statements	<p>Develop insight statements that build a common understanding of user needs.</p> <p>Insight statements will focus on framing the problem space for MDOS renewals to ensure the redesign remains grounded in user needs.</p>
User Experience Mapping + Opportunity Area Analysis	<p>Develop illustrated user experience maps and work with MDOS to identify opportunity areas that can streamline the renewal process.</p> <p>User Experience Maps will visualize the renewals process from beginning to end. This blueprint will help the team understand the entire renewal experience, including how the service works and all of the touchpoints customers and employees experience along the way.</p>
Design Principles	Develop design principles to inform new solutions.

	Design Principles will provide memorable guardrails for our solutions—articulating the most important, unifying elements to guide the design.
Ideation	<p>Generate a wide set of ideas to address user needs, before assessing and selecting the solutions that have the greatest potential for impact.</p> <p>Our team will bring users into the ideation process—so that idea generation occurs not only within our design team, but also alongside MDOS customers and employees.</p>
Concept Sketches	<p>Create early concept sketches of design ideas.</p> <p>Concept sketches will focus on taking the team from promising individual ideas to concrete solutions that can be easily understood.</p>
Recommendations	<p>Identify opportunities for design that are backed by research findings.</p> <p>Recommendations will focus on improvements to renewal mailings—as well as business process, policy, and technology changes for further impact.</p>

DELIVERABLES

By the end of the Recommendation Phase, Civilla will deliver:

- Deliverable 2.1: User Experience Map + Opportunity Area Analysis**

Civilla will develop an illustrated map of the user experience – identifying how customers and MDOS employees experience the current renewal process and storyboarding users’ ideal interactions with the system. This blueprint will assist MDOS in identifying where opportunities exist to streamline the process and improve the experience for its users.

- **Deliverable 2.2: User Insights**

Civilla will deliver a set of insights that synthesize lessons from user research. These insights will guide the redesign of MDOS renewals, grounding new solutions in the perspectives and needs of customers and employees. User insights will provide a solid foundation for all subsequent work.
- **Deliverable 2.3: Design Principles**

Civilla will deliver a select set of clear and actionable Design Principles that shape the development of MDOS renewals. Design Principles will serve as a set of criteria that guide new solutions moving forward.
- **Deliverable 2.4: Recommendations**

Civilla will develop a set of recommendations for changes to renewals that are backed by research findings. Recommendations will provide a set of concrete solutions for renewal mailings along with additional service improvements—including business process, policy, and technology changes—that demonstrate high potential for impact.

- **Deliverable 2.5: Final Report**

Civilla will deliver a report that shares primary findings from field research and recommendations for implementation.
- **Deliverable 2.6: Weekly Progress Reports (Ongoing)**

Civilla will prepare weekly Project Status Reports for MDOS. These reports will provide a summary of work streams—as well as milestones, responsibilities, progress, upcoming actions, and emerging risks or issues—to track project progress and keep all stakeholders informed of ongoing activities.
- **Deliverable 2.7: Core Team Meetings (Ongoing)**

Civilla will facilitate weekly meetings with the project’s Core Team to collect input on work streams, follow up on action items, and support the day-to-day execution of the Recommendation Phase.
- **Deliverable 2.8: Design Review**

Civilla will facilitate one Design Review with MDOS Executive leadership at the end of the Recommendation Phase. This meeting will focus on presenting recommendations for review, prioritization, and decision making before moving into Implementation.

PROJECT PLAN + TIMELINE

The Recommendation Phase will span 2 weeks:

Activities	Weeks	1	2	3	4	5	6	7	8	9	10	11	12
Research Phase													
Project Kick off		●											
Research Sprint 1			■	■									
Mid-point Research Review					●								
Research Sprint 2						■	■						
Recommendation Phase													
Synthesis + Recommendations								■	■				
Recommendation Review									●				
Implementation Phase													
Design Sprint 1										■	■		
Design Sprint 2											■	■	
Implementation Review													●

This schedule will be refined in collaboration with MDOS during the first week of the project and adapted over the life of the project in collaboration with the MDOS Core Team to include action items and deliverables as the project progresses.

Key assumptions and dependencies for this schedule include:

- MDOS leadership available for Design Review on Week 8
- No holidays occur in the 2 week time span

TEAM

Civilla will provide personnel with the skillsets capable of fulfilling this work. Civilla anticipates seven (7) team members for this project who will execute on the three phases of work:

Leadership and Management

Leadership and management for this project includes a Partner and an Engagement Manager. The Partner will be responsible for strategically guiding the team and holding partner relationships. The Engagement Manager will be responsible for carrying out the project plan and managing the team—identifying needs, tracking progress, measuring impact, and sharing our work back to MDOS.

Research, Design, Strategy, and Evaluation

The staff for this project includes two (2) Specialists and two (2) Associates. In the Recommendation Phase, this team will be responsible for downloading research, synthesizing findings, leading ideation, crafting strategy, and developing recommendations.

Administrative Support

The Administrative Assistant will be responsible for coordinating partners, managing team schedules, and providing administrative support to ensure efficient operation of the project.

Implementation Phase (1.3)

1.3

Once approved, the vendor will design improved mailings and materials for review by MDOS and testing by current and potential customers.

OBJECTIVE

The purpose of the Implementation Phase is to design and test a new approach to renewal mailings that is streamlined and efficient for customers and MDOS employees.

OUR APPROACH

Civilla is highly skilled at leading design projects through implementation in partnership with state agencies. Our approach is rooted in human-centered principles:

- **Learn what works from end users**—Our human-centered process starts from a place of curiosity and openness to what the solution to a given design challenge might be. Only by listening, thinking, building, and refining our way to an answer do we get something that will work for the people we aim to serve. For our team, getting it right on the first try isn't the goal—instead, we aim to put prototypes into the world and then use them to learn, improve, and test. Candid, actionable feedback from end users helps us learn what works, what doesn't, and how to move ideas forward through implementation.
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- **Embrace an iterative approach to design**—As human-centered designers, our team embraces an iterative approach to design and implementation. This means that our design work occurs in short cycles, usually of about two weeks, where the output of each cycle is a better solution for real users. We invite feedback from the people we're designing for early and often in the design process. By continually iterating, refining, and improving our work, our solutions evolve. An iterative approach is in contrast to the traditional waterfall approach, which has non-iterative phases of requirements gathering, design, and implementation. Because waterfall does not produce working solutions until the end of the project, there is a substantial risk that the final product does not work as intended. Working in iterative cycles reduces the risk of designing solutions that don't address real user needs.

ACTIVITIES

Project Planning and Management: In the Implementation Phase, Civilla will continue the established planning and project management strategies—identifying needs, tracking progress, measuring impact, and sharing our work back to MDOS. The following is a draft of proposed activities:

Weekly Project Status Reporting	Align/integrate all work streams, monitor progress, and proactively manage barriers/dependencies through weekly status reports.
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Core Team Meetings	Facilitate weekly meetings with the project's Core Team to provide updates, check in on work streams, and support the day-to-day execution of the Implementation Phase.
Design Reviews	Conduct a final Design Review with MDOS leadership to share outcomes and deliverables from the project. Civilla will host one Design Review during the Implementation Phase: 1) Final Review

Design and Implementation: In the Implementation phase, Civilla will redesign renewal mailings and materials for review by MDOS and testing by customers. Design methods will include design, usability testing, and iteration. The following is a draft of proposed activities:

Design + Iteration	Work in fast, iterative cycles with MDOS to design streamlined renewal mailings. In each design sprint, Civilla will make improvements to renewal forms based on input from customers and MDOS employees to ensure they are simple, clear, and fast to process.
Usability testing	Conduct usability testing on renewal forms to understand what is working, what is not, and where improvements can be made.

DELIVERABLES

By the end of the Implementation Phase, Civilla will deliver:

- **Deliverable 3.1: Usability Testing Plan**
Civilla will create a Usability Testing Plan to guide improvements to the new MDOS renewal forms. This plan will include the selection of testing methods, the development of interview guides, and a strategy for selecting, recruiting, and engaging user participants.
- **Deliverable 3.2: Usability Testing + Documentation**
Civilla will conduct ongoing usability testing with customers to assess and improve the new MDOS renewals. After each iteration, Civilla will update MDOS leadership to share learnings and ensure product development meets user needs as intended. Civilla will develop documentation that codifies learnings from usability testing and decision-making as the project evolves.
- **Deliverable 3.3: Redesigned Renewal Forms**
Civilla will deliver the design files for the new MDOS renewal forms. The forms for this phase of work will be written, designed, and tested in English.
- **Deliverable 3.4: Strategy for Electronic Integration**
Civilla will work with MDOS to develop a clear strategy on how the new renewals forms can be integrated into MDOS' existing digital infrastructure. Civilla will deliver early wireframes for the design of a streamlined online renewal process, along with user-centered design requirements that would inform IT development if MDOS chose to implement them.
- **Deliverable 3.5: Implementation Strategy**
Civilla will work with MDOS to deliver a strategy for scaling the renewals statewide that includes workstreams, action steps, milestones, stakeholders, success metrics, resources, and the leadership required to navigate change through the organization.
- **Deliverable 3.6: Weekly Progress Reports (Ongoing)**
Civilla will prepare Weekly Progress Reports for MDOS. These reports will provide a summary of work streams—as well as milestones, responsibilities, progress, upcoming actions, and emerging risks or issues—to track project progress and keep all stakeholders informed of ongoing activities.
- **Deliverable 3.7: Core Team Meetings (Ongoing)**
Civilla will facilitate weekly meetings with the project's Core Team to collect input on work streams, follow up on action items, and support the day-to-day execution of the Implementation Phase.
- **Deliverable 3.8: Design Review**
Civilla will facilitate one Design Review with the MDOS leadership team at the end of the Implementation Phase. This meeting will be used to present the final product, outcomes, documentation, and next steps.

PROJECT PLAN + TIMELINE

The Implementation Phase will span 4 weeks. In the Implementation Phase, the team will conduct two, 2-week design sprints to deliver renewal mailings that meet the needs of end users. Each sprint will involve design, usability testing, and improvements:

Activities	Weeks	1	2	3	4	5	6	7	8	9	10	11	12
Research Phase													
Project Kick off		●											
Research Sprint 1			■	■									
Mid-point Research Review					●								
Research Sprint 2						■	■						
Recommendation Phase													
Synthesis + Recommendations								■	■				
Recommendation Review									●				
Implementation Phase													
Design Sprint 1										■	■		
Design Sprint 2												■	■
Implementation Review													●

This schedule will be refined in collaboration with MDOS during the first week of the project and adapted over the life of the project in collaboration with the MDOS Core Team to include action items and deliverables as the project progresses.

Key assumptions and dependencies for this schedule include:

- Implementation focus determined by the end of Week 8
- Usability testing plan and interview guides approved by Week 9
- Select MDOS staff available for usability testing Weeks 9-12
- Designs for Sprint 1 approved by Week 9
- Designs for Sprint 2 approved by Week 11
- Final designs approved by end of Week 12
- MDOS leadership available for Design Review on Week 12
- No holidays occur in the 4 week time span

TEAM

Civilla will provide personnel with the skillsets capable of fulfilling this work. Civilla anticipates seven (7) team members for this project who will execute on the three phases of work:

Leadership and Management

Leadership and management for this project includes a Partner and an Engagement Manager. The Partner will be responsible for strategically guiding the team and holding partner relationships. The Engagement Manager will be responsible for carrying out the project plan and managing the team—identifying needs, tracking progress, measuring impact, and sharing our work back to MDOS.

Research, Design, Strategy, and Evaluation

The staff for this project includes two (2) Specialists and two (2) Associates. In the Implementation Phase, this team will be responsible for conducting usability testing, collecting data, synthesizing insights, executing design work, and developing the final products.

Administrative Support

The Administrative Assistant will be responsible for coordinating partners, managing team schedules, and providing administrative support to ensure efficient operation of the project.

Additional Phases/Requirements (1.4)

1.4 Based upon past experience and best practices the vendor may offer additional deliverables/phases that would enhance the required items in **1.1,1.2** and **1.3** above.

This engagement will result in a set of field-tested, streamlined renewals for MDOS. In order to bring the renewals through a smooth statewide rollout, Civilla proposes the following additional phase of work:

Pilot | Testing the renewal forms on a wider scale to strengthen the design and measure outcomes | 3-6 months

In order to bring this engagement through full implementation, Civilla recommends initiating a pilot for the new MDOS renewal forms. Pilot programs are a well established practice in government to enable a phased introduction of major changes – allowing new products and services to be tested, evaluated and adjusted where necessary, before being rolled out at full scale.

For this engagement, Civilla recommends establishing a pilot program for a subset of MDOS customers and employees. The purpose of the pilot would be to scale up testing in a phased approach—enabling the team to gather further feedback on the design and make improvements to ensure the mailings meet user needs as intended. The pilot would also focus on collecting quantitative data to fully measure benefits for users and efficiency gains for the agency. Quantitative data will strengthen the MDOS leadership team’s ability to make a compelling case for change and justify further investments in human-centered services moving forward.

2. Services Levels

Delivery (2.1)

2.1 Bidder should indicate an estimated time frame for when all Contract Activities will be completed in business days from receipt of order. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

All Contract Activities will be completed in 60 business days from receipt of order based on the following schedule:

- **Research:** 30 business days
- **Recommendation:** 10 business days
- **Implementation:** 20 business days

Key assumptions and dependencies for this schedule are listed in sections 1.1, 1.2, and 1.3 above.

3. Acceptance

Acceptance, Inspection, and Testing (3.1)

3.1 The state will use the acceptance process defined in Section 16, Acceptance, of the Standard Contract Terms.

Bidder Acknowledgement: [We acknowledge and accept these terms.](#)

4. Staffing

Contractor Representative (4.1)

4.1 The Contractor must appoint a Contract Administrator, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

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

Contract Administrator:

- Name: Gabriela Dorantes
- Address: 440 Burroughs St Suite 200, Detroit, MI 48202
- Phone #: 248-840-6385
- Email: gaby@civilla.com

Key Personnel (4.2)

4.2 The Contractor must appoint a Program Manager who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

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. The State may require a 30-calendar day training period for replacement personnel.

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 Termination for Cause in the Standard Terms. 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 Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

Civilla represents a team of professional researchers, designers, strategists, and operational specialists that are uniquely suited to deliver on this work. The scope of this project requires:

- A team with expert capabilities in human-centered design.
- A team that carries local knowledge and an understanding of Michigan residents.
- A team that brings experience designing streamlined government forms and mailings.
- A team that understands the complexities of working within state agencies to implement human-centered solutions at scale.

We believe the Civilla team is uniquely qualified to deliver on these requirements.

The Civilla team represents individuals with proven experience in human-centered design and a commitment to doing this work within local communities across Michigan. Civilla’s leadership team is well respected and nationally recognized for their contributions to the professional practice of human-centered design. Human-centered design has been a cornerstone of our organization’s methodology since Civilla launched. Every member of our delivery team is highly trained in human-centered approaches to problem solving, regardless of their role on the project. Furthermore, every member of the team is a Michigan resident—enabling us to pull in local knowledge and a thoughtful understanding of the context in which we work. All of these strengths will enable us to accelerate and strengthen our work with MDOS.

The Civilla team carries extensive experience in designing simple and efficient government forms. By drawing on learnings from our work with the Michigan Department of Health and Human Services, our team brings insights on how to design forms on paper and online that set a new gold standard for government service delivery. Furthermore, every member proposed for this project team has experience navigating change through state agencies in Michigan, ensuring that all of our work will be designed with implementation in mind from the very beginning.

The Key Personnel for this engagement include a Partner, Engagement Manager, and two Specialists who have been chosen specifically to align with the needs and goals of this project. The table below highlights the Key Personnel for this project. All members will work from our Detroit, MI studio:

<p>Partner</p> <p>Michael Brennan</p> <p>–</p> <p><i>Key functions: Strategy, governance, operations, relationship management, fund development</i></p>	<p>Civilla is led by Michael Brennan, who has earned respect from changemakers and leaders throughout Michigan and across the country.</p> <p>At Civilla, Brennan guides Civilla’s mission, vision, and strategy. He carries 10+ years of experience leading human-centered design inside institutions, and played a pivotal role in the work with MDHHS to streamline applications and renewals.</p> <p>Prior to Civilla, Brennan led large-scale change efforts as the CEO of the United Way for Southeastern Michigan. After 30 years in leadership at United Way, his achievements include overseeing the rollout of the 2-1-1 social service hotline program across the United States, a system he also implemented in Metro Detroit that now receives 400,000 calls annually. He has fundraised over \$700 million and provided innovation leadership and coaching to heads of organizations across 4 continents.</p>
<p>Engagement Manager</p> <p>Lena Selzer</p> <p>–</p>	<p>Lena Selzer serves as the Design Director at Civilla.</p> <p>At Civilla, Selzer’s work is focused on partnering with leaders to design human-centered services that are more compassionate, more effective, and less expensive to operate. She has 7+ years of experience leading human-centered design projects of</p>

<p><i>Key functions: Strategy, stakeholder engagement, partner communication, project management, operations, design</i></p>	<p>all scales. Selzer led the extensive redesign of Michigan’s multi-benefit application and continues to guide Civilla’s public sector work.</p> <p>Prior to joining Civilla, Selzer conducted design work for businesses, non profits, and non-governmental organizations in China, Ghana, Cambodia, India, England, and the United States. She is a Design Coach and Lecturer at the Hasso Plattner Institute of Design (the d.school) at Stanford University where she holds two degrees.</p>
<p>Specialist</p> <p>Gabriela Dorantes</p> <p>—</p> <p><i>Key functions: Research, synthesis, design, strategy, project management, implementation</i></p>	<p>Gabriela Dorantes is the Business Director and Lead Designer at Civilla. She manages projects in partnership with Civilla’s clients, leads teams through design and innovation processes, and ensures a high standard for Civilla’s research.</p> <p>At Civilla, Dorantes was a key researcher during Project Re:form and is leading Project Re:New – the streamlining of renewal forms for Michigan’s largest assistance programs. She carries 5+ years of experience working alongside Michigan residents to design services that better meet their needs. Dorantes holds a wide network of relationships with community organizations across Michigan that keeps Civilla’s work grounded in the perspectives of the people it serves.</p> <p>Prior to Civilla, Dorantes spent years in Washington D.C. working on policy issues at global organizations including the Organization of American States (OAS). Upon returning to Detroit, she led design and innovation efforts at United Way for Southwestern Michigan where she tackled complex challenges in regional tax foreclosure, public transportation, and K-12 education.</p> <p>Dorantes speaks Spanish fluently and holds a BA in International Affairs from The George Washington University.</p>
<p>Specialist</p> <p>Rachael Carson</p> <p>—</p>	<p>Rachael Carson is a Lead Designer at Civilla. She carries an expertise in leading research, navigating design work in the public sector, managing complex projects, and building close relationships with our partner teams.</p>

<p><i>Key functions: Research, synthesis, design, strategy, project management, implementation</i></p>	<p>At Civilla, Carson led the research, usability testing and design work for Integrated Service Delivery – modernizing online enrollment and case management for benefit delivery in Michigan. Since the new portal launched in 2018 over 1 Million residents have used it to access assistance and manage their benefits.</p> <p>Prior to Civilla, Carson worked at OpenBox, a design studio in New York City where she focused on using human-centered design to create products and services that help companies scale. She also spent five years growing and leading a social enterprise in Vietnam, working alongside local artisans to better understand their needs while helping to design pathways to new markets.</p>
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Resumes for these staff members are included in Appendix A.

Organizational Chart (4.6)

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

Below is the organizational chart for the Research, Design, and Implementation phase of this project:

Disclosure of Subcontractors (4.7)

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

The legal business name; address; telephone number; a description of subcontractor’s organization and the services it will provide; and information concerning subcontractor’s ability to provide the Contract Activities.

The relationship of the subcontractor to the Contractor.

Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

A complete description of the Contract Activities that will be performed or provided by the subcontractor.

Civilla does not intend to utilize subcontractors to fulfill the requirements of this proposal.

5. Meetings

5.0 The Contractor must attend the following meetings:

Kick-off / Project Management meeting: within a week of contract execution.

Regular Weekly Phone Calls

Regular bi-weekly in-person meetings

The State may request other meetings, as it deems appropriate.

Bidder Acknowledgement: [We acknowledge and accept these terms.](#)

6. Pricing

Price Term (6.1)

6.1 Pricing is firm for the entire length of the Contract.

Bidder Acknowledgement: [We acknowledge and accept these terms.](#)

Price Changes (6.2)

6.2 Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider

sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

Bidder Acknowledgement: [We acknowledge and accept these terms.](#)

7. Ordering

Authorizing Document (7.1)

7.1 The appropriate authorizing document for the Contract will be a delivery order from the Master Agreement.

Bidder Acknowledgement: [We acknowledge and accept these terms.](#)

8. Invoice and Payment

Invoice Requirements (8.1)

8.1 All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid. Invoices must be emailed to: sospaymentprocess@michigan.gov

Bidder Acknowledgement: [We acknowledge and accept these terms.](#)

Payment Methods (8.2)

8.1 The State will make payment for Contract Activities via EFT as indicated in Sec. 20 of the Contract Terms & Conditions:

Bidder Acknowledgement: [We acknowledge and accept these terms.](#)

9. Liquidated Damages

9.0 Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

Bidder Acknowledgement: [We acknowledge and accept these terms.](#)

STATE OF MICHIGAN

Request for Proposal No. 19000002416

Human Centered Design

SCHEDULE B

PRICING

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

Quick payment terms: _____ % discount off invoice if paid within _____ days after receipt of invoice.

4. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

Deliverables:	Price:
Research Phase(1)	\$106,400
Recommendation Phase (2)	\$58,500
Implementation Phase (3)	\$142,600
Total:	\$307,500
Additional Requirement(s) (optional)	

Appendix A – Resumes

Michael Brennan

michael@civilla.com

PROFESSIONAL EXPERIENCE

CIVILLA **9/15 - Present**

Co-founder/Chief Executive Officer
Detroit, Michigan

- Co-founded Civilla as a non-profit dedicated to changing the way public-serving institutions work through human-centered design.
- Responsible for guiding the vision, mission, and strategy for a nine person team with \$1.5 - \$2.0 million annual revenues.
- Partnered with the Michigan Department of Health and Human Services to create the first human centered multi-benefit application in America that was 80% shorter and 50% more efficient.

UNITED WAY FOR SOUTHEASTERN MICHIGAN

1/04 – 9/15

President and Chief Executive Officer
Detroit, Michigan

- Responsible for overall leadership of the vision, goals, objectives and policies for the United Way for Southeastern Michigan, a \$58 to \$70 million annual enterprise.
- Provided leadership to more than 10,000 community volunteers, a Board of Directors consisting of 35 business, labor, civic and religious members and a professional staff of over 100 people.
- Secured a \$27.1 million dollar gift from General Motors Foundation to grow the number of high schools improving graduation rates to 80% or higher and expand Early Childhood Development strategies in high-need neighborhoods in Southeastern Michigan through the GM Networks of Excellence. This gift is the largest gift in GM Foundation's history.
- One of five organizations in the US in 2011 to receive a Social Innovation Fund (SIF) award through the Corporation for National and Community Service for \$4 million to advance the Early

Learning Centers which were designed and created by the United Way for Southeastern Michigan.

- Partnered with America's Promise Alliance on Metro Detroit's first Dropout Summit which led to the creation of the Detroit Venture Fund that secured \$5 million in private resources to implement a turnaround strategy targeted at high schools with dropout rates of 40% or more.
- Partnered with other civic leaders in the creation of Excellent Schools Detroit---a diversified coalition of business, nonprofit and government which has created an integrated roadmap to quality education and accountability in Detroit.
- Affected the merger in 2005 of United Way Community Services and United Way of Oakland County. Pursued for over 20 years, this strategic alliance was accomplished in less than one year, bringing together volunteers, staff, organizational resources and programs in the formation of a new organization – United Way for Southeastern Michigan.
- Responsible for the planning, financing and launching of 211 in the region, an easy-access, multi-lingual, comprehensive information and referral service that connects people to health and human services, as well as volunteer opportunities, 24 hours a day, seven days a week. Created the first of its kind in the country – 211 on the Go, a mobile 211 strategy to break barriers to employment and housing for the homeless.
- Served as a liaison for United Way Worldwide and United Way of Canada/Centraide which led to the first formal MOU and strategic alliance in North America.
- Served as consultant to United Way Worldwide on establishing the framework for the newly-formed United Way – Europe and led the search process which posted the networks first United Way executive to lead Europe.

UNITED WAY OF AMERICA

2002 – 2004

Executive Vice President
Washington, DC

- Led executive of the core externally-facing functions of a \$4 billion nonprofit network, largest in the US, with over 1,200 local affiliates throughout the country. Responsible for Public Policy, Resource Development, Community Impact, including 211 US, and Research for the national organization.
- Led a 65-member professional team to re-imagine the delivery of services to the national network of United Ways and its corporate partners across the US.
- Provided on-site consultation in leading transformational change to the CEOs and Boards of the largest United Ways within the US.
- Led the proactive engagement of the field and stakeholders on the public policy issues of importance to United Way that included the first national approach to Capitol Hill. Successfully secured the first introduction of a United Way-led bill in the US Congress on 211.
- Served as the national liaison to UW's partnership with Leadership 18, the largest human service nonprofits in the country

- Represented United Way at the White House, Capitol Hill and with Federal Agencies.
- Worked with the leadership team to develop and launch the new membership standards that are designed to improve accountability and transparency in United Way operations.
- Provided strategic consultation to the United Ways in the Asia-Pacific Rim, Canada, and Australia on transforming to a new model of impact.

HEART OF WEST MICHIGAN UNITED WAY

1992 – 2002

President (1995-2002)

Grand Rapids, Michigan

- Responsible for overall leadership of the vision, goals, objectives and policies for the Heart of West Michigan United Way, a \$16 to \$20 million annual enterprise.
- Led a 45 FTE workforce and a 15-member Board of Trustees through a transformational change of being an organization focused on transactions to one focused on community results.

Vice President, Development and Marketing (1992-1995)

Grand Rapids, Michigan

- Responsible for the total administration of all fund development and marketing.

GREATER KALAMAZOO UNITED WAY

1989 – 1992

Campaign Director

Kalamazoo, Michigan

- Led fundraising and information systems groups.
- Supervised four staff members and fifteen loaned executives, for a \$5.6 million campaign.

UNITED FOUNDATION

1985 – 1989

Campaign Unit Director

Detroit, Michigan

- Led fund development within a wide range of organizations and trade groups.
- Worked in a multi-disciplined campaign team that raised \$56 million.

EDUCATION

- Stanford University, Hasso Plattner Institute of Design, d leadership, Executive Education, 2014
- Harvard Business School, Strategic Perspectives in Nonprofit Management, 2001
- Center for Creative Leadership, 2000
- Michigan State University (East Lansing), BS, 1984

PROFESSIONAL / CIVIC AFFILIATIONS

- St. John Health System – a \$1.8 billion healthcare system comprised of seven hospitals plus more than 125 medical facilities in southeast Michigan: Board of Trustees member, Strategic Planning Committee, 2007-2013
- Excellent Schools Detroit – a broad coalition of Detroit’s education, government, community, parent and philanthropic leaders who committed to having every student in an excellent school by 2020: Executive Committee, Board member, 2010-14
- Institute for Student Achievement, New York City – a national organization focused on graduation rates and college readiness in key markets across the US: Board member, 2011-12
- United Way Worldwide Global Professional Council: Member, 2008-2015
- United Way Worldwide National Professional Council: Chair 2011, Executive Committee, Member, 2005-2015
- Super Bowl XL Host Committee: Chair, Volunteer Mobilization Committee, 2006
- Governor Snyder’s Social Sector transition team: Chair, 2010
- Keep Michigan Working – Governor Granholm’s Task Force: Co-Chair, Community Action Team, 2008-2009
- Wayne State University of Social Work: Board of Visitors, 2006-2012
- Southeastern Michigan Council of Governments (SEMCOG): Executive Committee, 2007-2009
- Grand Rapids Children’s Museum: Board Chair, Member, 1996 -2001
- Sackner Foundation: Trustee, 1996-2001
- Employers Coalition for Healing Racism: Member, 1998-2001

AWARDS / RECOGNITIONS

- Harvard Kennedy School of Government, Top 25 Innovations, 2018
- City Year, Idealist in Action, Red Jacket, 2014
- Identified by Crain’s Detroit Business as a ‘Cool Place to Work,’ 2011
- Crime Stoppers of Michigan, 2010 Award Winner
- Identified by Crain’s Detroit Business as one of the region’s Best Managed Nonprofits, 2009
- University of Michigan-Dearborn, Commencement Address, 2008
- Latino Family Services, Community Service Award, 2008
- Oakland Business Review, Dealmaker of the Year, 2005

Lena Selzer

lena@civilla.com

Professional Experience

Civilla

Detroit, MI

Co-Founder/Design Director

Sept. 2015 - Present

- Co-founded Civilla, a non-profit design studio dedicated to changing the way our public-serving institutions work.
- Lead strategy for the organization's public sector work to impact millions of residents in Michigan and influence the national conversation on government service delivery.
- Lead strategy and operations for Civilla's design team by partnering with leaders of public-serving institutions to create services that are more compassionate, more effective, and less expensive to operate.
- Led Civilla's work with the Michigan Department of Health and Human Services, including the redesign of the DHS-1171 public assistance application that serves 2.5M low-income Michigan residents annually.

Hasso Plattner Institute of Design at Stanford

, CA

Design Coach & Lecturer

Sept 2013 - August 2016

- Coached and mentored multi-disciplinary teams of Stanford graduate students and executives through the design process.
- Lecturer and Teaching Assistant for Needfinding: Graduate Design Research Techniques; Design Coach for Executive Education: Design Thinking Bootcamp; Guest Lecturer for Learning, Design, and Technology Seminar; Guest Lecturer for Design Thinking Bootcamp: Experiences in Innovation and Design.

The Design Collective

San Francisco, CA

Design Consultant

Sept. 2012 - 2015

- Launched design and innovation consultancy to identify actionable human-centered business opportunities for social and civic organizations in the U.S. and abroad.
- Client roster featured established regional operations and multinational corporations including: United Way, Hyatt Hotels, Experience Institute, Detroit Future City, Philz Coffee.

Stanford ChangeLabs

India & England

Design Consultant

Jan. 2012 - June 2013

- Led research in India to inform an intervention that delivers 100L of water daily to families in rural villages.
- Led research in U.K. to interpret user behavior of energy consumption and inform energy efficiency solutions for international client team.

- Launched a mobile technology that helps Ghanaian farmers identify and treat crop pests and diseases on valuable market crops. Conducted research, in-field user tests, and product development in rural Ghana with 4-person team. Managed partnerships with organizations in Ghana to aid hand-off.

Education

Stanford University

Stanford, CA

M.S. in Earth Systems

Sept. 2011 - June 2013

Stanford University

Stanford, CA

B.S. in Earth Systems

Sept. 2006 - June 2010

Gaby Dorantes

gaby@civilla.com

PROFESSIONAL EXPERIENCE

Civilla

Business Director / Design Lead

June 2016 - Present

- Currently leading an effort to re-design renewal forms for the State of Michigan's largest assistance programs that impact 2.5M+ residents and 5,000 State employees.
- Conducted comprehensive policy, technology and business process reviews to ensure re-designed renewal forms meet all IT, business, and State/Federal requirements.
- Led extensive user research with 40+ Michigan residents and 20+ State employees to understand the problem of renewals and articulate users' ideal renewal experience.
- Conducted user research to redesign the public benefits application for mobile phones to enable Michigan residents to access services from anywhere, anytime.
- Led a first of its kind pilot with MDHHS to demonstrate the impact of two-way text messaging.
- Contributed to the redesign of the State of Michigan's public benefits application (paper and digital) to reduce its length by 80%, decreasing processing times by nearly 50%.
- Engaged 266 participants in an MDHHS pilot where quantitative data was collected and analyzed to improve designs and generate a powerful case for change.
- Developed and delivered a full day, in-person, immersive training for 5,000 State employees.

United Way for Southeastern Michigan

Social Impact Design Manager / Workforce Development Specialist

March 2013 - May 2016

- Developed strategic objectives, established priorities, executed on project plans, and managed a \$500k budget for major projects on tax foreclosure, public transit in Detroit, educational barriers for students, digital badges, donor engagement, and toxic stress.
- Managed \$5.8M in existing grants—federal and foundation—including the management and execution of programs and deliverables; report on grants to funders, including Skillman, Kresge, and Chase.

Organization of American States

Project Management Associate

October 2011 - December 2012

- Organized seminars with global partners to distribute information about freedom of speech, and to help journalists, lawyers, and government leaders understand the protections given to them by international law.
- Managed grant proposals totaling \$5 million received from the US Department of State, the European Union, and the Open Society Foundation.

EDUCATION

George Washington University

2006 - 2010 | Washington, DC

B.A. in International Affairs & Human Rights

Rachael Carson

rachael@civilla.com

PROFESSIONAL EXPERIENCE

Civilla Detroit, MI

Design Lead August 2018 - Present

- Led research and usability testing for MI Bridges, an online tool serving 400,000+ monthly users.
- Interviewed 100+ residents and guided the re-design of the MI Bridges digital experience.
- Conducted and presented mixed-methods research to State leadership guiding decision making on key strategic topics including: document upload, change reports, and benefits utilization.
- Streamlined the design of online applications successfully reducing completion times by 50%.
- Increased online portal users by 20% per month, on target to reach 1M+ users by 2020.
- Designed a process which tripled text message subscriptions and led to a 1-year 75% increase.

Civilla Detroit, MI

Design Researcher July 2017 - July 2018

- Trained MDHHS staff and IT specialists in human-centered research and usability testing.
- Developed relationships with key staff members across the State at local MDHHS offices, community organizations and nonprofits.
- Coordinated research and testing of mobile application in two field offices in Genesee County.

Openbox Design New York, NY

Design Researcher October - February 2017

- Facilitated workshop to train 20 executives in design thinking and human-centered design

Civilla

Detroit, MI

Design Fellow

April 2016 - June 2016

- Completed immersive training in human-centered research + design methodologies.
- Contributed to design research effort to improve access to STEM education in Detroit with DAPCEP.
- Designed and built 17 foot art installation to celebrate and connect 60 Detroit artisans.

Fashion4Freedom

Hue + Saigon, Vietnam

Country Director

2011 - 2016

- Developed nationwide supply chain of 25+ artisan groups and managed product development of gemstone jewelry collection.

EDUCATION

Union College

2006 - 2010 | Schenectady, NY

B.A in Sociology, East Asian Studies, and Chinese

Graduated Cum Laude; Language Proficiency: Mandarin Chinese + Vietnamese.