



# STATE OF MICHIGAN PROCUREMENT

## Department of Education

608 West Allegan Street, Lansing, Michigan 48933

P.O. Box 30008, Lansing, Michigan 48909

### CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **18000000783**

<b>CONTRACTOR</b>	Gravity Works Design
	1132 N. Washington Avenue
	Lansing, Michigan 48906
	Hailey Whisler
	517-481-2218
	hailey@gravityworksdesign.com
	CVXXXX1327

<b>STATE</b>	517	Heather Wood-Gramza	MDE/LOM
		517-335-1497	
		woodgramzah@michigan.gov	
	Contract Administrator	Carol Munroe	MDE/OFM
		517-241-3329	
		munroec@michigan.gov	

CONTRACT SUMMARY				
<b>Website Development Services for Library of Michigan</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
06/01/2018	09/30/2019	Seven; 1-yr	09/30/2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		NA		
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				
NA				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 Years	<input type="checkbox"/>		09/30/2024
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$742,000.00		NA	\$742,000.00	
Effective July 12, 2022, the following changes are made to this Contract:				
1. Exercising two option years available extending term to 9/30/2024 2. State Program Manager is changed to Heather Wood-Gramza				
All other terms, conditions, specifications and pricing remain the same. Per contractor, agency agreement, and State Administrative Board Approval.				



# STATE OF MICHIGAN PROCUREMENT

## Department of Education

608 West Allegan Street, Lansing, Michigan 48933  
 P.O. Box 30008, Lansing, Michigan 48909

### CONTRACT CHANGE NOTICE

Change Notice Number **4**  
 to  
 Contract Number **18000000783**

<b>CONTRACTOR</b>	Gravity Works Design
	1132 N. Washington Avenue
	Lansing, Michigan 48906
	Hailey Whisler
	517-481-2218
	hailey@gravityworksdesign.com
	CVXXXX1327

<b>STATE</b>	Program Manager	Sonya Norris	MDE/LOM
		517-373-4457	
		Norriss2@michigan.gov	
<b>STATE</b>	Contract Administrator	Carol Munroe	MDE/OFM
		517-241-3329	
		munroec@michigan.gov	

CONTRACT SUMMARY				
<b>Website Development Services for Library of Michigan</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
06/01/2018	09/30/2019	Seven; 1-yr	09/30/2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		NA		
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				
NA				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		09/30/2022
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$492,000.00		250,000.00	\$742,000.00	
Effective May 10, 2021, the following changes are made to this Contract:				
1. The Contract value has been increased by \$250,000.00 2. State Contract Administrator change to Carol Munroe				
All other terms, conditions, specifications and pricing remain the same. Per contractor, agency agreement, and State Administrative Board Approval.				



# STATE OF MICHIGAN PROCUREMENT

## Department of Education

608 West Allegan Street, Lansing, Michigan 48933

P.O. Box 30008, Lansing, Michigan 48909

### CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **18000000783**

<b>CONTRACTOR</b>	Gravity Works Design
	1132 N. Washington Avenue
	Lansing, Michigan 48906
	Hailey Whisler
	517-481-2218
	hailey@gravityworksdesign.com
	CVXXXX1327

<b>STATE</b>	Program Manager	Sonya Norris	MDE/LOM
		517-373-4457	
	Norriss2@michigan.gov		
	Contract Administrator	Tanmay Desai	MDE/OFM
517-241-2170			
desait@michigan.gov			

CONTRACT SUMMARY				
<b>Website Development Services for Library of Michigan</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
06/01/2018	09/30/2019	Seven; 1-yr	09/30/2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		NA		
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				
NA				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 years	<input type="checkbox"/>		09/30/2022
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$267,000.00		\$225,000.00	\$492,000.00	
Effective November 3, 2020, the following changes are made to this Contract:				
1. The Contract value has been increased by \$225,000.00				
All other terms, conditions, specifications and pricing remain the same. Per contractor, agency agreement, and State Administrative Board Approval.				



# STATE OF MICHIGAN PROCUREMENT

## Department of Education

608 West Allegan Street, Lansing, Michigan 48933

P.O. Box 30008, Lansing, Michigan 48909

### CONTRACT CHANGE NOTICE

Change Notice Number **2**  
to  
Contract Number **18000000783**

<b>CONTRACTOR</b>	Gravity Works Design
	1132 N. Washington Avenue
	Lansing, Michigan 48906
	Hailey Whisler
	517-481-2218
	hailey@gravityworksdesign.com
	CVXXXX1327

C

<b>STATE</b>	Program Manager	Sonya Norris	MDE/LOM
		517-373-4457	
		Norriss2@michigan.gov	
<b>Contract Administrator</b>		Tanmay Desai	MDE/OFM
		517-241-2170	
		desait@michigan.gov	

CONTRACT SUMMARY				
<b>Website Development Services for Library of Michigan</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
06/01/2018	09/30/2019	Seven; 1-yr	09/30/2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		NA		
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				
NA				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 years	<input type="checkbox"/>		09/30/2022
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
147,000.00		\$120,000.00	\$267,000.00	
Effective August 1, 2020, the following changes are made to this Contract:				
1. The 2 <sup>nd</sup> & 3 <sup>rd</sup> of seven (7) one-year options available on this contract is hereby exercised and contract expiration Date is revised to September 30, 2022.				
2. The Contract value has been increased by \$120,000.00				
3. The State Contract Administrator is changed to Tanmay Desai.				
All other terms, conditions, specifications and pricing remain the same. Per contractor, agency agreement, and State Administrative Board Approval.				



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Education  
608 W. ALLEGAN ST., LANSING, MICHIGAN 48933  
P.O. BOX 30008, LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **1**  
to  
Contract Number **180000000783**

<b>CONTRACTOR</b>	Gravity Works Design 1132 N. Washington Avenue Lansing, MI 48906
	Hailey Whisler
	517-481-2218
	Hailey@gravityworksdesign.com
	CV#####1327

<b>STATE</b>	Program Manager	Sonya Norris	MDE-LM
		517-373-4457	
		NorrisS2@michigan.gov	
<b>Contract Administrator</b>		Ruth Thole	MDE-OFM
		517-241-2170	
		TholeR@michigan.gov	

CONTRACT SUMMARY				
<b>Website Development Services for Library of Michigan</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
06/01/2018	09/30/2019	Seven 1-year	09/30/2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 days		N/A		
MINIMUM DELIVERY REQUIREMENTS				
N/A				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		09/30/2020
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$89,000.00		\$58,000.00	\$147,000.00	
Effective July 15, 2019, the following changes are made to this Contract:				
1. The first (1 <sup>st</sup> ) of seven (7) one-year options available on this contract is hereby exercised and contract expiration date is revised to September 30, 2020.				
2. The Contract has been increased by \$58,000.00				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement.				



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Education

608 W. Allegan, Lansing MI 48933

P.O. Box 30008, Lansing, MI 48909

## NOTICE OF CONTRACT

**CONTRACT NO. 18000000783**

between

**THE STATE OF MICHIGAN**

and

<b>CONTRACTOR</b>	Gravity Works Design 1132 N. Washington Ave. Lansing, MI 48906
	Hailey Whisler
	517-481-2218
	Hailey@gravityworksdesign.com
	C****1327

<b>STATE</b>	Program Manager	Sonya Norris	LM
		517-373-4457	
		NorrisS2@michigan.gov	
	Contract Administrator	Ruth Thole	OFM
		517-241-2170	
		TholeR@michigan.gov	

CONTRACT SUMMARY			
Website Development Services – for Library of Michigan			
INITIAL TERM	INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS
16 months	06/1/2018	09/30/2019	Seven 1-year
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 days		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		<b>\$89,000.00</b>	



## STATE OF MICHIGAN STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Gravity Works Design (the “**Contractor**”), a Michigan limited liability corporation. This Contract is effective on June 1, 2018 (“**Effective Date**”), and unless terminated, expires on September 30, 2019.

This Contract may be renewed for up to seven (7) additional one-year periods. 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**”).

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) not make any media releases without prior written authorization from the State; (h) 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; and (i) 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 be clearly identifiable while on State property 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:

Ruth Thole  
Department of Education  
608 W. Allegan Street  
Lansing, MI 48933  
[TholeR@michigan.gov](mailto:TholeR@michigan.gov)  
517-241-2170

If to Contractor:

Jeff McWherter  
Gravity Works Design  
1132 N. Washington Ave.  
Lansing, MI 48906  
[Jeff@gravityworksdesign.com](mailto:Jeff@gravityworksdesign.com)  
517-481-2218



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:  
 Ruth Thole  
 Department of Education  
 608 W. Allegan Street  
 Lansing, MI 48933  
[TholeR@michigan.gov](mailto:TholeR@michigan.gov)  
 517-241-2170

Contractor:  
 Hailey Whisler  
 Gravity Works Design  
 1132 N. Washington Ave.  
 Lansing, MI 48906  
[Hailey@gravityworksdesign.com](mailto:Hailey@gravityworksdesign.com)  
 517-481-2218

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:  
 Sonya Norris  
 Library of Michigan  
 702 W. Kalamazoo St.  
 Lansing, MI 48933  
[NorrisS2@michigan.gov](mailto:NorrisS2@michigan.gov)  
 517-373-4457

Contractor:  
 Jeff Pompliano  
 Gravity Works Design  
 1132 N. Washington Ave.  
 Lansing, MI 48906  
[JPompliano@gravityworksdesign.com](mailto:JPompliano@gravityworksdesign.com)  
 517-481-2218

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.

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





<b>Employers Liability Insurance</b>	
<p><u>Minimal Limits:</u>                      \$500,000 Each Accident                      \$500,000 Each Employee by Disease                      \$500,000 Aggregate Disease.</p>	

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 canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

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

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

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

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

8. **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.

9. **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.

- 10. Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

- 11. Ordering.** Contractor is not authorized to begin performance until receipt of an authorizing Delivery Order.
- 12. 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 15, 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.

- 13. 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. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final



payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

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

- 14. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 15. 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 16, 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.

- 16. 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 17, 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.
- 17. 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.

- 18. 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 defence of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defence 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 defence 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.

- 19. 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.
- 20. 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.
- 21. 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.

- 22. 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.
- 23. Confidentiality.** Contractor agrees that any information, including State Data, disclosed by the State in relation to the Contract will be used only in the performance thereof. Contractor will keep the information confidential, will not disclose it to any third party, except as authorized by the State, and will only disclose it to those within its organization who need it for performance of the Contract. Upon completion or termination of the Contract, Contractor will return all such information to the State, or make such other disposition thereof as directed or approved by the State. No item furnished under the Contract, or tools, plans, designs, or specifications for producing the same, which have been specifically designed for or by the State, will be duplicated or used by Contractor. Nothing in this provision will restrict Contractor’s right to use or disclose any information which is or becomes known to the public without breach of this provision by Contractor, or is rightfully obtained without restriction from other sources.
- 24. 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.

- 25. 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 15, Termination for Cause.

- 26. 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.
- 27. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 28. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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.

- 34. 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.
- 35. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 36. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, 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.
- 37. 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.
- 38. Waiver.** Failure to enforce any provision of the Contract, or these terms, for any period of time will not constitute a waiver.
- 39. 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.
- 40. 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.



## Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

**1. Federally Assisted Construction Contracts.** If this contract is a “**federally assisted construction contract**” as defined in [41 CRF Part 60-1.3](#), and except as otherwise may be provided under [41 CRF Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.





g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. **Davis-Bacon Act (Prevailing Wage).** If applicable, the Contractor (and its subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
3. **Copeland "Anti-Kickback" Act.** If applicable, the Contractor must comply with the [Copeland "Anti-Kickback" Act \(40 USC 3145\)](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
4. **Contract Work Hours and Safety Standards Act.** If the Contract is **in excess of \$100,000 and involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable.
5. **Rights to Inventions Made Under a Contract or Agreement.** If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act.** If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.
7. **Debarment and Suspension.** A "contract award" (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management \(SAM\)](#), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM



Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. **Byrd Anti-Lobbying Amendment.** If this Contract **exceeds \$100,000**, the Contractor must file the certification required under [31 USC 1352](#).
9. **Procurement of Recovered Materials.** Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



# STATE OF MICHIGAN

## Contract 18000000783 Website Development Services – for Library of Michigan

### SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

This schedule identifies the requirements of this Contract.

#### 1. SCOPE

The Contractor will provide a wide array of web development services through in-house or subcontracted labor under a single project manager, including but not limited to:

- A. Re-development of the Michigan eLibrary (MeL) website (the initial project). The final web product shall be responsive on a wide array of mobile devices.
- B. Create multiple Groups within LibGuides Content Management System (CMS) that correspond to Michigan library user bases (up to 10 Groups).
- C. Additional web projects as requested by the Library of Michigan (Library). The Contractor will provide project-based quotes at the beginning of each new project.
- D. Continued maintenance of project websites.

#### 2. REQUIREMENTS

As needed to complete projects requested by the Library, the Contractor shall:

- A. Work with SpringShare's LibGuides CMS and other industry-standard CMS of the Library's choosing and/or to consult and recommend CMS for a variety of projects.
- B. Create accessible websites to the WCAG 2.0 AA standard.
- C. Adhere to the [State of Michigan Look and Feel Guidelines](#).
- D. Provide graphic design expertise for the web.
- E. Work in multiple programming languages.
- F. Provide expertise with bootstrap, Font Awesome, HTML and CSS.
- G. Maintain responsive design to provide an optimal viewing experience—easy reading and navigation with a minimum of resizing, panning, and scrolling—across a wide range of devices (from desktop computer monitors to mobile phones).
- H. Provide mobile apps, if requested by the Library.
- I. Provide web products compatible with all current browsers.
- J. Provide web products that allow for media embedding/display and delivery.
- K. Produce promotional videos, if requested by the Library.
- L. Include artwork for requested projects. The Contractor is responsible for assuring that rights/usage licenses to stock artwork chosen by the Contractor can be purchased and used for MeL and other library related sites. Custom artwork created for Library projects will be the property of the State.
- M. Provide services for managing Google AdWords campaigns. The Contractor will to pay up-front for these services and be reimbursed by the Library.
- N. Integrate Google Analytics and Google Tag Manager into products produced for the Library of Michigan



- O. Respond to changing technology field over the course of the life of the contract and be able to deliver new products and web capabilities as they are available on the market.
- P. Create wireframes for usability testing that can be converted to full-fledged websites.

### 3. ADA COMPLIANCE

Compliance with Michigan and federal disabilities laws and regulations (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq).

- A. Contractor must warrant the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194.
- B. Contractor shall comply with the Americans with Disabilities Act (ADA) (see <https://www.ada.gov/pubs/adastatute08.htm>), by supporting assistive software or devices such as large print interfaces, voice-activated input, and alternate keyboard or pointer interfaces in a manner consistent with the Web Content Accessibility Guidelines (WCAG) published by the World Wide Web Consortium's Web Accessibility Initiative, which may be found at <http://www.w3.org/WAI/GL/>.
- C. Contractor must promptly respond to and resolve any complaint regarding accessibility of its products or services. All work should have clean error reports in the accessibility checkers SiteImprove, used by the State of Michigan and AInspector. Any work delivered that does not meet these standards will need to be remediated at no cost to the Library.
- D. Contractor must indemnify and hold harmless the Library/State of Michigan from any claims arising out of Contractor's failure to comply with the aforesaid requirements.
- E. Failure to comply with these requirements shall constitute a material breach of this Contract.

### 4. STAFFING

- A. **Key Personnel.** Jeff McWherter will serve in the both the Contractor Representative and the Program Manager roles ("Key Personnel").
  - 1) As the Contractor Representative, Mr. McWherter will be specifically assigned to State of Michigan accounts, will respond to State inquiries regarding the Contract Activities, and answer questions related to ordering and delivery, etc. The Contractor Representative will be available for calls Monday through Friday during the hours of 8:00 am to 5:00 pm Eastern Time.
  - 2) As the Program Manager, Mr. McWherter will be knowledgeable on and responsible for all aspects of the contractual requirements. The Program Manager will oversee project quality standards, accessibility standards, and ensure deadlines are met.

The State has the right to approve in writing 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 Program Manager, and provide the State with a résumé 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.

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 **Standard Terms Section 15 Termination for Cause**.

- B. **Contractor's Staff, Roles, and Responsibilities.** The Contractor's project team assigned to the Contract will include:



- 1) **Kelly Staudinger - Project Manager - Lansing:** Responsible for the day-to-day operation of the project; scheduling meetings; collecting requirements, managing the Contractor's team; and presenting work. The Project Manager will respond to State inquiries within 24 hours during normal business days.
  - 2) **Lauren Colton - Information Architect - Lansing:** Responsible for running user testing (if testing is requested); developing content priority documentation of the home page and landing pages; and researching and developing the sitemap.
  - 3) **Steve Jencks - Creative Director - Lansing:** Responsible for creating the design of the website.
  - 4) **Kurt Trowbridge - Front-End Developer - Lansing:** Responsible for implementing the design within the CMS.
  - 5) **Selena Strain - Front-End Developer - Southfield:** Responsible for implementing the design within the CMS.
  - 6) **Dan Glover - Back-End Developer - Grand Rapids:** Responsible for managing backend development needs.
  - 7) **Scott Gowell - Support - Lansing:** Responsible for creating any development sites, if they are needed, and moving the site to production.
- C. **Work Hours.** The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 8:00 am to 5:00 pm Eastern Time, and possible night and weekend hours depending on the requirements of the project.
- D. **Disclosure of Subcontractors.** It may be necessary for the Contractor to utilize subcontractor(s) for promotional video production services and/or for photography services for custom artwork. Any subcontractor must be approved by the State prior to starting work.

## 5. PROJECT PLAN FOR INITIAL PROJECT

- A. **Discovery and Research.** The Contractor will schedule an initial meeting to determine full scope of project requirements (business rules, concerns, goals, etc.) and set branding standards and stakeholder preferences. The Contractor will meet with key stakeholders to determine relevant processes and ideal end results.
- B. **Information Architecture.** The Contractor will review current text and photos, website goals, and user needs to structure the website. The sitemap will outline content areas, grouping services and information among target audiences.
- C. **Design Concept Creation.** The Contractor will review current branding preferences, similar websites, and any additional sites preferred by stakeholders. The new design shall provide a clear, user-friendly website and incorporates the MeL brand guidelines. The initial design concept for the homepage will be presented at a desktop resolution, with three rounds of revisions within the selected homepage design.
- D. **Subpage Designs.** The Contractor will create an additional four to six designs, including a standard subpage design, program landing pages, and other identified key areas. The Contractor will provide up to two revisions for each sub- page mockup.
- E. **Responsive Design Implementation.** The Contractor will provide a design that will function on desktop, tablet, and smartphone devices and will utilize responsive techniques to optimize website tools to function on a full range of display sizes and formfactors.

## 6. PROJECT MANAGEMENT

The Contractor will carry out this Contract under the direction and control of the State's Program Manager or designee.

- A. **Content Integration.** The Contractor will track and integrate Library-approved text and images into the new website and will migrate text, images, videos, and other content according to Library provided content and the current website. Content will be adjusted to fit the new website with a consistent and mobile-friendly style.



- B. **Content Strategy.** The Contractor will create and implement a strategic plan to re-evaluate primary audience groups and identify sub audiences that may be overlooked. Research may be conducted to determine the specific needs of user groups and create website designs and IA plans that support research findings. Current web content will be reviewed to determine its usefulness and to determine if new content is needed to fill in the holes and refine strategic messaging.
- C. **Search Engine Optimization.** The Contractor will adhere to Search Engine Optimization (SEO) standards to increase client web presence. Desired keywords will be integrated through page titles, descriptions, and sub headings. Meta tagging, keyword density, and cross-page links will be properly set so search engines can successfully index site content, and the Contractor will submit XML sitemaps to industry-standard search engines on launch.
- D. **Analytics.** The Contractor will integrate Google Analytics to allow ongoing analysis of user trends and help determine which elements of the site are the most successful by tracking user traffic. If requested by the Library, the Contractor will build custom reports that are sent periodically to site administrators or provide training on how to answer questions with Analytics.
- E. **Training & Documentation.** The Contractor will provide documentation and up to two hours of initial, in-person training—for up to four stakeholders—on maintaining the new website. Additionally, written instructions, and online videos explaining the basic functionality can be provided for continuing assistance.

**7. MEETINGS.**

The Contractor must be available to meet face-to-face on a monthly basis.

The State may request other in-person meetings as it deems appropriate. The Contractor must attend meetings requested by the State.

**8. TIMELINE**

Initial project: Michigan eLibrary, MeL.org:

- A. June 2018: Site development by Contractor that includes the delivery of wireframes early in the process for Library evaluation before graphic design is implemented. Work on A-Z databases list to commence.
- B. August 15, 2018: Library staff have access to site to develop content in CMS not added by Contractor. Contractor may continue work on graphic design and other site elements.
- C. September 14, 2018: Final delivery date.
- D. October 1, 2018: Go-live date.

Subsequent projects will have timelines established with input from Library and Contractor staff.

**9. ORDER AUTHORIZING DOCUMENT**

The appropriate authorizing document for the Contract will be a Delivery Order (DO) document issued by the Department of Education.

**10. PRICING**

- A. **Price Schedule.** See Schedule B – Pricing Matrix.
- B. **Price Term.** Pricing is firm for the term of the Contract period ending September 30, 2019. Adjustments may be requested, in writing, by either party at the time a renewal option is requested.
- C. **Price Changes.** 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.

## 11. INVOICE AND PAYMENT

- A. **Invoices.** Invoices should be presented to the State's Program Manager or designee on a monthly basis for all work completed in the preceding month. Invoices should be broken down by project with line items provided for all work completed. An estimate of hours accrued by the 15<sup>th</sup> of the month should be provided to the State's Program Manager or designee via email by the third week of the month.

All invoices submitted to the State must include: (a) date; (b) Delivery Order number; (c) description of the project; (d) number of hours; (e) hourly rate; and (f) total price.

- B. **Payment.** Payment terms are Net 45 days. The State will make payment for Contract Activities by Electronic Funds Transfer (EFT).



# STATE OF MICHIGAN

Contract 18000000783  
 Website Development Services – for Library of Michigan

## SCHEDULE B PRICING MATRIX

	Est. # of Hours	Est. Price
<b>MeL Project</b>		
<b>Project Management &amp; Architecture</b>		
Project Management	49 – 58	
Discovery & Research	12 – 15	
Information Architecture	45 – 54	
<b>Graphic Design &amp; Content</b>		
Home Page Design	38 – 45	
Sub Page Designs	12 – 15	
Responsive Content Implementation	61 – 73	
<b>Content Management System</b>		
CMS Feature Development	45 – 54	
Content Integration	25 – 30	
<b>Quality Assurance</b>		
General Quality Assurance	12 – 15	
Cross-Browser Compatibility	11 – 13	
Accessibility Compliance	15 – 18	
<b>Website Launch</b>		
Website Launch	1 – 2	
Training	4 – 6	
<b>TOTAL ESTIMATED HOURS</b>	<b>330 – 398</b>	
<b>TOTAL PRICE</b>		<b>\$39,600 – 47,760</b>
<b>Art Work</b>		
Stock Photography		\$250 - \$400
Photo Shoot		\$500 - \$1,500
		\$750 - \$1,900
<b>Unique Areas Budget</b>		
<b>Project Management &amp; Architecture</b>		
Project Management & discovery	1 – 1.5	
Information Architecture (including content priority for 5 landing pages)	3.5 – 4	
<b>Graphic Design &amp; Content</b>		
Landing Page Designs	3.5 – 4	
Content Integration	3 – 4	
<b>Quality Assurance<sup>16</sup></b>		
Quality Assurance (including cross-browser compatibility and accessibility compliance)	2 – 2.5	
<b>TOTAL ESTIMATED HOURS</b>	<b>13 – 16</b>	
<b>TOTAL PRICE</b>		<b>\$1,560 - \$1,920</b>
<b>Maintenance &amp; Support</b>		
General CMS Maintenance	1 – 2	
Design Maintenance	1 – 2	
Training & Documentation	1 – 2	
Cross-Browser Testing	1 – 2	
<b>TOTAL ESTIMATED MONTHLY HOURS</b>	<b>4 – 8</b>	
<b>TOTAL MONTHLY COST</b>		<b>\$480 - \$960</b>
<b>All areas of work and all new projects will be invoiced at an hourly rate of \$120.</b>		