



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2
to
Contract Number MA23000000845

| | |
|-------------------|------------------------------------------|
| CONTRACTOR | MICHIGAN INTERACTIVE LLC |
| | 430 W. Allegan St. (BOE) PO BOX 20126 |
| | Lansing MI 48901 |
| | David Freund |
| | 517-282-9084 |
| | David.Freund@tylertech.com |
| | CV0003206 |

| | | | |
|--------------|-------------------------------|-----------------------|---------|
| STATE | Program Manager | Various | Various |
| | | | |
| STATE | Contract Administrator | Jarrod Barron | DTMB |
| | | 5172490406 | |
| | | BarronJ1@michigan.gov | |

| CONTRACT SUMMARY | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------------------------------------|---------------------------------------------------------------------|-------------------|
| Campaign Finance System | | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE | |
| May 9, 2023 | May 8, 2028 | 5 - 12 Months | May 8, 2028 | |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | | |
| | | | | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING | |
| <input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other | | | <input checked="" type="checkbox"/> Yes <input 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 | | |
| \$8,901,930.56 | \$442,432.00 | \$9,344,362.56 | | |
| DESCRIPTION | | | | |
| Effective 10/29/2024, the parties add \$442,432.00 for the services detailed in the attached Personal Finance Disclosure System Phase 2 statement of work. All other terms, conditions, specifications, and pricing remain the same. Per DTMB Contractor, agency, DTMB Central Procurement, and State Administrative Board approval on 10/29/2024. | | | | |
| Internal State Note: Remaining Ad Board funds after this CN: \$249,999.99. | | | | |

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

| AGENCY | NAME | PHONE | EMAIL |
|--------|--------------|--------------|-----------------------|
| DTMB | Daniel Klodt | 517-930-6368 | KlodtD@michigan.gov |
| MDOS | Robert Burns | 517-388-9267 | BurnsR10@michigan.gov |

STATEMENT OF WORK - IT CHANGE NOTICE

| | |
|--------------------------------------------------------------|-----------------------------------------------------------|
| Project Title: Personal Finance Disclosure Phase 2 | Period of Coverage: Jan 1, 2025, to May 8, 2025 |
| Requesting Department: MDOS - BOE | Date: August 13, 2024 |
| Agency Project Manager: Robert Burns | Phone: 517.388.9267 |
| DTMB Project Manager: Dan Klodt | Phone: 517.930.6368 |

Brief description of services to be provided:

BACKGROUND:

The Michigan legislature passed personal finance disclosure (PFD) laws to enact Proposal 2022-1, signed by the governor in December 2023. A temporary PFD system (PFD Phase 1 – see Change Notice Number 1) was implemented to meet the minimum legal requirements for the Bureau of Elections (BOE) to begin receiving required PFDs by March 15, 2024. However, additional functionality and enhancements are desired.

PROJECT OBJECTIVE:

The purpose of this project is to port and enhance the temporary PFD system into the Michigan Transparency Network (MiTN) environment. This project will include many of the deliverables that are required of MiTN such as 508 ADA compliance, Security/ATO process, mobile readiness, detailed JADs and Quality Assurance, as Phase One left out these items due to the extremely tight timeframe. PFD Phase 2 will be placed into two categories, an enhancement/development/migration project timeframe and the ongoing support term for the remaining contract period.

SCOPE OF WORK:

As included in this Statement of Work and discovered during JAD sessions.

TASKS:

Technical support is required to assist with the following tasks:

- Completion of all deliverables
- Migration of data collected during Phase 1 to MiTN
- JAD sessions and all enhancements / functionality as discovered
- Continuing support for the contract period

DELIVERABLES:

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

- 1) Porting Phase 1 functionality and data into MiTN; meeting all specifications and being consistent with the MiTN system, unify themes and design to other modules
- 2) Adjustments to fields as needed, including changes based on recent Attorney General opinions
- 3) Implementation of functionality for the May 2025 reporting period
- 4) 508 ADA compliance
- 5) Security and ATO compliance
- 6) Mobile readiness for public view
- 7) Detailed JADs and QA
- 8) Hosting and licensing
- 9) Automatic determination, notice, and acceptance / reporting of PFD fees, fines, penalties, etc., consistent with the master contract (similar to the Candidate Committee module). This is the inclusion of the fees object, the creation of automatic notifications based on fees assessed, the fee assessment mechanism and the interface to CEPAS.
- 10) Enhancement, development, and migration of Phase 1 items
- 11) Tracking of amendments made to filings
- 12) Inclusion of PFD data in MiTN searches (cross-module searching). This includes the crosswalk table that allows users to connect different BTOs for custom searches. It also includes 3 custom searches. The items below will reference these two searches.
- 13) Roles and permissions updates as needed, up to 2 roles
- 14) New or updated templates as needed, up to 5 document templates
- 15) Workflow changes as needed, up to 3 low complexity workflow refactors
- 16) Customization of reporting requirements based on the filer's category (e.g., different fields, toggling mandatory vs optional fields, based on who is filing). This is the rework of data structures and permissions.
- 17) Ability to display incoming correspondence online. This allows a user to attach a document to the object and then display that attachment to the public via public search.
- 18) Link to Candidate BTO to determine which filers are elected officials
- 19) Periodic product demonstrations to BOE.

- 20) Ability to access data within other modules to determine who needs to file, including:
 - a) Total Candidate Committee expenditures and revenue for an inputted time period (Search 1, See #12)
 - b) Associate individual with their Candidate Committee (Search 2, See #12)
 - c) Candidate Committee waiver, waiver request and dissolution dates (already included in Candidate)
- 21) Ability to run reports from data within the PFD, candidate committee, and lobby modules to determine PFD compliance with reporting requirements. This includes 5 new canned reports. These reports may take the form of jasper reports or using the public search mechanism, depending on which better serves the BOE.
- 22) Create an interactive decision tree for filers: "Do I need to file?" (Included in workflows, see #15)
- 23) Improve public display and search of data
- 24) Include pull down menu of existing registered lobbyists/lobbyist agents and their ID numbers within the lobby section
- 25) Transition to MiLogin Citizen for filers and MiLogin Business for contractors
- 26) Ongoing support. PFD will leverage existing dedicated support staff and prioritization process for ongoing support.
- 27) The automatic inclusion of PFD data when performing a search (by lobbyist name, candidate name, candidate committee ID, etc.) in MiTN - (Search 3, See #12)
- 28) Full compliance with all PFD and related requirements as outlined in Michigan's Constitution and Public Acts 267, 281, 282, 283, and 284 of 2023. BOE will advise on compliance and provide Tyler with required updates etc. PFD will leverage existing dedicated support staff and prioritization process for ongoing support.

ACCEPTANCE CRITERIA:

As defined in Contract 230000000845.

PROJECT CONTROL AND REPORTS:

As outlined in the master contract and MiTN Project. This is a fixed price project.

1. **Hours:** fixed price quote; hours expended /remaining does not apply and will not be reported.
2. **Accomplishments:** will provide weekly status updates, including what was worked on and what was completed during current period.
3. **Funds:** fixed price quote; funds expended /remaining does not apply and will not be reported.

SPECIFIC DEPARTMENT STANDARDS:

N/A.

PRICING & PAYMENT SCHEDULE:

PFD-Phase 2 Price Quote for January 2025 - May 2028

- January - December 2025: \$340,325 (Enhancements and migration development + SaaS Licensing)
- January - December 2026: \$43,404 (SaaS Licensing)
- January - December 2027: \$43,404 (SaaS Licensing)
- January - May 2028: \$15,299 (SaaS Licensing)

Change Notice total: \$442,432

The Payment Schedule and terms will match the master contract’s quarterly payment schedule and terms:

| | |
|--------------|---------------------|
| January 2025 | \$85,081.25 |
| April 2025 | \$85,081.25 |
| July 2025 | \$85,081.25 |
| October 2025 | \$85,081.25 |
| January 2026 | \$43,404.00 |
| January 2027 | \$43,404.00 |
| January 2028 | \$15,299.00 |
| TOTAL | \$442,432.00 |

EXPENSES:

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

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Monty Brookfield, Director, Non-Federal Portfolio
 Tyler Technologies, Inc.
 5101 Tennyson Parkway
 Plano, Texas 75024
 571-606-7417
monty.brookfield@tylerfederal.com

The designated Contractor Director is:

Dave Freund, Sr. Director of Operations, PMP
 Tyler Michigan

840 W Long Lake Rd # 150,
Troy, MI 48098
517-282-9084
David.Freund@tylertech.com

The designated Agency Project Manager is:

Robert Burns
Bureau of Elections, Michigan Department of State
Richard H Austin Bldg, 1st floor
430 W Allegan, Lansing, MI 48933
517-388-9267
burnsr10@michigan.gov

The designated DTMB Project Manager is:

Dan Klodt
Michigan Department of Technology, Management, & Budget
517.930.6368
KlodtD@michigan.gov

AGENCY RESPONSIBILITIES:

As detailed in the master contract.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

As detailed in the master contract 230000000845.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

CONTRACT CHANGE NOTICE

Change Notice Number 1
 to
 Contract Number 230000000845

| | |
|-------------------|-----------------------------------------|
| CONTRACTOR | MICHIGAN INTERACTIVE LLC |
| | 430 W. Allegan St. (BOE) , PO BOX 20126 |
| | Lansing, MI 48901 |
| | David Freund |
| | 517-282-9084 |
| | david.freund@tylertech.com |
| CV0003206 | |

| | | | |
|--------------|------------------------|------------------------------------------------------|------|
| STATE | Program Manager | Various | MDOS |
| | Contract Administrator | Jeremy Lyon (517) 230-2858 lyonj5@michigan.gov | DTMB |

CONTRACT SUMMARY

CAMPAIGN FINANCE SYSTEM

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
|------------------------|-------------------------|---------------------------|------------------------|
| May 9, 2023 | May 8, 2028 | 5 - 1 Year | May 8, 2028 |

| PAYMENT TERMS | DELIVERY TIMEFRAME |
|---------------|--------------------|
| | |

| ALTERNATE PAYMENT OPTIONS | EXTENDED PURCHASING |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
|--------------------------|------------------------|------------------------------------|---------------------|-------------------|
| <input type="checkbox"/> | | <input type="checkbox"/> | | May 8, 2028 |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$8,780,390.56 | \$121,540.00 | \$8,901,930.56 | | |

DESCRIPTION

Effective 12/28/2023, the parties add the attached Statement of Work for the purpose of updating the Michigan Transparency Network (MiTN) system to accommodate changes required per BOE Prop1_Phase1 Quote 121523 . The State also adds \$121,540.00 in funding to support the work that will be completed as described, per the Statement of Work

All other terms, conditions, specifications remain the same. Per Contractor, Agency, DTMB Procurement, and State Administrative Board on 5/9/2023.

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------|--------------|--------------------------|
| DTMB | Daniel Klodt | 517-930-6368 | KlodtD@michigan.gov |
| MDOS | Amy Lovegrove | 517-241-2545 | lovegrovea1@michigan.gov |



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

| | |
|----------------------------------------------------------------------------------|------------------------------------|
| Project Title: Personal Financial Disclosure Interim Software Solution | Period of Coverage: 2024 |
| Requesting Department: MDOS | Date: 12/11/2023 |
| Agency Project Manager: Robert Burns, MDOS | Phone: 517-388-9267 |
| DTMB Project Manager: Dan Klodt | Phone: 517.930.6368 |

BACKGROUND:

Proposal 2022-1, (the amendment) adopted by voters at the November 2022 election, incorporated personal financial disclosure requirements into Article IV, Section 10 of the Michigan Constitution of 1963. Under the Constitution's new requirements, the governor, lieutenant governor, secretary of state, attorney general, and each member of the legislature must submit an annual financial disclosure report that specifies assets, liabilities, sources of earned income, and other personal financial information. Additionally, lobbyists must report new information, some of which is already required by state law. The first reports required by the amendment will be due April 15, 2024. Enacting legislation was signed by the Governor on December 11, 2023, creating Public Acts 267, 281, 282, 283, and 284. The legislation developed a late filing fee structure, require certain candidates for public office to disclose, and created other requirements.

PROJECT OBJECTIVE:

Add financial disclosure capability, as required by Proposal 2022-1 and implementing Public Acts, to the campaign finance reporting system being developed by Michigan Interactive, LLC (dba Tyler Michigan), a subsidiary of Tyler Technologies, Inc.

SCOPE OF WORK:

Due to the short timeframe that this solution must be made available to the public, Tyler has determined that a multiple phased project be created, Phase One and Phase Two, to accommodate changes from Prop 22-1 and implementing legislation. This contract change request will only address and fund the temporary Phase One standalone solution for ONE year.

The goal of Phase One will be to create a temporary minimal viable product to meet the March 15, 2024 filing deadline. Once Phase One is completed, the Phase Two change notice will need to be created, funded and approved to migrate this solution into the Michigan Transparency Network (MiTN) primary BOE solution.

TASKS:

Contractor will:

- Fully configure the Tyler Application Platform for the interim use to implement the requirements of the State Constitution and Public Acts 267, 281, 282, 283, and 284 of 2023.

DELIVERABLES:

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

- All functionalities outlined in the herein, in production by March 15, 2024.
- Fully configure the Tyler Application Platform for the interim use.
- System will accept annual financial disclosure inputs/reports by Michigan elected officials and candidates for office. This includes candidates and sitting office holders for the positions of governor, lieutenant governor, secretary of state, attorney general, and the Michigan House and Senate.
- Creation of forms for 14 categories of financial and identifying information as required by statute and other requirements.
- Creation of electronic forms for candidates and officials to input data.
- Display reports that can be posted to a public viewing page. This may be a basic listing of filed reports with limited functionality.
 - Officials/Candidate who have not filed.
 - Officials/Candidate who filed late.
- Utilize MiLogin system.

ACCEPTANCE CRITERIA:

Acceptance criteria for the deliverables are as described in the master contract.

PROJECT CONTROL AND REPORTS:

As outlined in the master contract and MiTN Project:

1. **Hours:** N/A. This is a fixed priced quote and change notice, hours expended/remaining, etc., do not apply and will not be reported.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** N/A. This is a fixed priced quote and change notice, this does not apply and will not be reported.

SPECIFIC DEPARTMENT STANDARDS:

N/A

PAYMENT SCHEDULE:

The Payment Schedule will match master contract's quarterly payment schedule.

EXPENSES:

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

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Monty Brookfield
Director, Non-Federal Portfolio
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, Texas 75024
571-606-7417
monty.brookfield@tylerfederal.com

The designated Contractor Director is:
Dave Freund
Sr. Director of Operations, PMP
Tyler Michigan
840 W Long Lake Rd # 150,
Troy, MI 48098
517-282-9084
David.Freund@tylertech.com

The designated Agency Project Manager is:
Robert Burns
Michigan Department of State
517-388-9267
burnsr10@michigan.gov

The designated DTMB Project Manager is:
Dan Klodt
Michigan Department of Management & Budget
517.930.6368
KlodtD@michigan.gov

AGENCY RESPONSIBILITIES:

As detailed in contract.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work at the Bureau of Elections, 430 W. Allegan Street in Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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



STATE OF MICHIGAN PROCUREMENT
 Department of Technology, Management & Budget

320 S Walnut Street, Lansing, MI 48909

Click here to enter PO BOX. If none, right click here and select "Delete Rows"

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **230000000845**

between

THE STATE OF MICHIGAN

and

| | |
|-------------------|----------------------------|
| CONTRACTOR | Michigan Interactive |
| | 430 W. Allegan St. (BOE) |
| | PO BOX 20126 |
| | Lansing, MI 48901 |
| | David Freund |
| | 517-282-9084 |
| | David.Freund@tylertech.com |
| | CV0003206 |

| | | | |
|--------------|------------------------|---------------------|------|
| STATE | Program Manager | Various | MDOS |
| | | Phone Number | |
| | | Email Address | |
| | Contract Administrator | Jeremy Lyon | DTMB |
| | | 517-230-2858 | |
| | | LyonJ5@michigan.gov | |

| CONTRACT SUMMARY | | | |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------|---------------------------------------------------------------------|
| DESCRIPTION: | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
| 5/9/2023 | 5/8/2028 | 5 – 1 year | N/A |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | |
| Net 45 | | N/A | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING |
| <input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS | | | |
| MISCELLANEOUS INFORMATION | | | |
| New contract established after completing RFP – 220000002579. Approved by State Administrative Board on 5/9/2023. | | | |

Program Managers:
1. MDOS: Amy Lovegrove, 517-241-2545, lovegrovea1@michigan.gov
2. DTMB: Dan Klodt, 517-930-6368, klodtd@michigan.gov

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION

\$8,780,390.56

CONTRACT NO. 230000000845

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

SOFTWARE CONTRACT TERMS

These Terms and Conditions, together with all Schedules (including the Statement(s) of Work), Exhibits and any other applicable attachments or addenda (Collectively this “Contract”) are agreed to between the State of Michigan (the “**State**”) and Michigan Interactive, LLC (“**Contractor**”), a Michigan limited liability company. This Contract is effective on April, 24th, 2023 (“**Effective Date**”), and unless terminated, will expire on April, 23rd, 2028 (the “**Term**”).

This Contract may be renewed for up to five additional one 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.]

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

“**Acceptance**” has the meaning set forth in **Section 9**.

“**Acceptance Tests**” means such tests as may be conducted in accordance with **Section 9.1** and a Statement of Work to determine whether the Software meets the requirements of this Contract and the Documentation.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of a Person.

“**Allegedly Infringing Materials**” has the meaning set forth in **Section 17.2(b)**.

“**Approved Third Party Components**” means all third party components, including Open-Source Components, that are included in or used in connection with the Software and are specifically identified by Contractor in the Contractor’s Bid Response or as part of the State’s Security Accreditation Process defined in Schedule E – Data Security Requirements.

“**Authorized Users**” means all Persons authorized by the State to access and use the Software under this Contract, and for users who are State employees (including State contractors), subject to the maximum number of Concurrent Users specified in

Schedule B of this Contract and as may be modified by Change Notice or ordering documents for the purchase of additional user licenses from time to time.

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

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

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

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

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

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

“Concurrent Users” means the maximum number of State employees (including State contractors) who may be logged on to the Software at the same time.

“Confidential Information” has the meaning set forth in **Section 21.1**.

“Configuration” means State-specific changes made to the Software without Source Code or structural data model changes occurring.

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

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

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

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

“Contractor Hosted” means the Hosted Services are provided by Contractor or one or more of its Permitted Subcontractors.

“Contractor Personnel” means all employees of Contractor or any subcontractors or Permitted Subcontractors involved in the performance of Services hereunder.

“**Contractor Project Manager**” means the individual appointed by Contractor and identified in Schedule A - Statement of Work to serve as the primary contact with regard to services, to monitor and coordinate the day-to-day activities of this Contract, and to perform other duties as may be further defined in this Contract, including an applicable Statement of Work.

“**Customization**” means State-specific changes to the Software's underlying Source Code or structural data model changes.

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

“**Deposit Material**” refers to material required to be deposited pursuant to **Section 28**.

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

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

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

“**Fees**” means the fees set forth in the Pricing Schedule attached as **Schedule B**.

“**Financial Audit Period**” has the meaning set forth in **Section 22.1**.

“**Harmful Code**” means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, encrypt, modify, copy, or otherwise harm or impede in any manner, any (i) computer, software, firmware, data, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the State or any Authorized User from accessing or using the Services as intended by this Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

“**HIPAA**” has the meaning set forth in **Section 20.1**.

“Hosted Services” means the hosting, management and operation of the Operating Environment, Software, other services (including support and subcontracted services), and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.

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

“Integration Testing” has the meaning set forth in **Section 9.2(a)**.

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

“Key Personnel” means any Contractor Personnel identified as key personnel in the Contract.

“Loss or Losses” means all losses, including but not limited to, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Maintenance Release” means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Contractor may generally provide to its licensees from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software.

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

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

“**New Version**” means any new version of the Software, including any updated Documentation, that the Contractor may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Contractor's designation of a new version number.

“**Nonconformity**” or “**Nonconformities**” means any failure or failures of the Software to conform to the requirements of this Contract, including any applicable Documentation.

“**Open-Source Components**” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

“**Operating Environment**” means, collectively, the platform, environment and conditions on, in or under which the Software is intended to be installed and operate, as set forth in a Statement of Work, including such structural, functional and other features, conditions and components as hardware, operating software, system architecture, configuration, computing hardware, ancillary equipment, networking, software, firmware, databases, data, and electronic systems (including database management systems).

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

“**Permitted Subcontractor**” means any third party hired by Contractor to perform Services for the State under this Contract or have access to State Data.

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

“**Pricing Schedule**” means the schedule attached as **Schedule B**.

“Process” means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. **“Processing”** and **“Processed”** have correlative meanings.

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

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

“Services” means any of the services, including but not limited to, Hosted Services, Contractor is required to or otherwise does provide under this Contract.

“Service Level Agreement” means the schedule attached as **Schedule D**, setting forth the Support Services Contractor will provide to the State, and the parties’ additional rights and obligations with respect thereto.

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

“Software” means Contractor’s software as set forth in a Statement of Work, and any Maintenance Releases or New Versions provided to the State and any Customizations or Configurations made by or for the State pursuant to this Contract, and all copies of the foregoing permitted under this Contract.

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

“**Specifications**” means, for the Software, the specifications collectively set forth in the Business Requirements Specification, Technical Specification, Documentation, RFP or Contractor’s Bid Response, if any, for such Software, or elsewhere in a Statement of Work.

“**State**” means the State of Michigan.

“**State Data**” has the meaning set forth in **Section 20.1**.

“**State Hosted**” means the Hosted Services are not provided by Contractor or one or more of its Permitted Subcontractors.

“**State Materials**” means all materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract.

“**State Program Managers**” are the individuals appointed by the State, or their designees, to (a) monitor and coordinate the day-to-day activities of this Contract; (b) co-sign off on Acceptance of the Software and other Deliverables; and (c) perform other duties as may be specified in a Statement of Work. Program Managers will be identified in Schedule A - Statement of Work.

“**State Systems**” means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

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

“**Stop Work Order**” has the meaning set forth in **Section 14**.

“**Support Services**” means the software maintenance and support services Contractor is required to or otherwise does provide to the State under the Service Level Agreement.

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

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

“**Testing Period**” has the meaning set forth in **Section 9.1(b)**.

“**Transition Period**” has the meaning set forth in **Section 15.3**.

“**Transition Responsibilities**” has the meaning set forth in **Section 15.3**.

“**Unauthorized Removal**” has the meaning set forth in **Section 2.5(b)**.

“**Unauthorized Removal Credit**” has the meaning set forth in **Section 2.5(c)**.

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

“**Warranty Period**” means the ninety (90) calendar-day period commencing on the date of the State's Acceptance of the Software and for which Support Services are provided free of charge.

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

“**Work Product**” means all State-specific deliverables that Contractor is required to provide to the State under this Contract, which may include but is not limited to state-specific application programming interfaces, computer scripts, macros, user interfaces, reports, project management documents, forms, templates, and other State-specific documents and related materials. In no event shall Contractor's Software, or any updates, upgrades, enhancements, new modules or source code associated with the Software, be deemed Work Product under this Contract as this is provided as a SaaS solution.

2. Duties of Contractor. Contractor will provide Services and Deliverables pursuant to Statement(s) of Work entered into under this Contract. Contractor will provide all Services and Deliverables in a timely, professional manner and in accordance with the

terms, conditions, and Specifications set forth in this Contract and the Statement(s) of Work.

2.1 Statement of Work Requirements. No Statement of Work will be effective unless signed by each party's Contract Administrator. The term of each Statement of Work will commence on the parties' full execution of a Statement of Work and terminate when the parties have fully performed their obligations. The terms and conditions of this Contract will apply at all times to any Statements of Work entered into by the parties and incorporated into this Contract. The State will have the right to terminate such Statement of Work as set forth in **Section 15**. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under each Statement of Work and agrees that prompt and timely performance of all such obligations in accordance with this Contract and the Statements of Work (including the Implementation Plan and all Milestone Dates) is strictly required.

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

(i) As soon as reasonably practicable, and in any case within 20 Business Days following receipt of a Change Request, Contractor will provide the State with a written proposal for implementing the requested Change ("**Change Proposal**"), setting forth:

- (i) a written description of the proposed Changes to any Services or Deliverables;
- (ii) an amended Implementation Plan reflecting: (A) the schedule for commencing and completing any additional or modified Services or Deliverables; and (B) the effect of such Changes, if any, on completing any other Services under a Statement of Work;
- (iii) any additional State Resources Contractor deems necessary to carry out such Changes; and
- (iv) any increase or decrease in Fees resulting from the proposed Changes, which increase or decrease will reflect only the increase or decrease in time and expenses Contractor requires to carry out the Change.

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

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

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

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

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

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

2.3 Contractor Personnel.

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

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

- (i) ensure that such Contractor Personnel have the legal right to work in the United States;
- (ii) upon request, require such Contractor Personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor Personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract; and
- (iii) upon request, or as otherwise specified in a Statement of Work, perform background checks on all Key Personnel prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks on any Contractor Personnel. Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018.

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

(d) The State reserves the right to require the removal of any Contractor Personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and Contractor cannot immediately replace the removed personnel, the State agrees to negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.

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

(a) Contractor Project Manager must:

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

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

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

- (i) the State requests in writing the removal of Contractor Project Manager;

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

(d) Contractor will promptly replace its Contractor Project Manager on the occurrence of any event set forth in **Section 2.4(c)**. Such replacement will be subject to the State's prior written approval.

2.5 Contractor's Key Personnel.

(a) The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State Program Managers or their designees, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

(b) Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, career advancement, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under **Section 15.1**.

(c) It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to determine and remedy the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 15**, Contractor will issue to the State an amount equal to \$25,000 per individual (each, an "**Unauthorized Removal Credit**").

(d) Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection 2.5(c)** above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract.

2.6 Subcontractors. Contractor must obtain prior written approval of the State, which consent may be given or withheld in the State's sole discretion, before engaging any Permitted Subcontractor to provide Services to the State under this Contract. Third parties otherwise retained by Contractor to provide Contractor or other clients of contractor with services are not Permitted Subcontractors, and therefore do not require prior approval by the State. Engagement of any subcontractor or Permitted Subcontractor by Contractor does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will:

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

(b) be responsible for all fees and expenses payable to, by or on behalf of each Permitted Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits; and

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

3. 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: |
| Jeremy Lyon 320 S. Walnut St Lansing, MI 48933 LyonJ5@michigan.gov 517-230-2858 | Denise Smith 12901 Worldgate Dr. Ste. #800 Herndon, VA 20170 FD-Contracts@tylertech.com 703-657-6590 Copy to: 7701 College Blvd Overland Park, KS 66210 legal@tylertech.com |

4. Insurance. Contractor must maintain the minimum insurances identified in the Insurance Schedule attached as **Schedule C**.

5. Software License.

5.1 Reserved.

5.2 **Subscription License.** Contractor is providing the State access to use its Software during the Term of the Contract only, as set forth:

(a) Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Contract or any Statement of Work, to:

- (i) access and use the Software, including in operation with other software, hardware, systems, networks and services, for the State’s business purposes, including for Processing State Data;
- (ii) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Software;
- (iii) prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Software under this Contract; and
- (iv) access and use the Software for all such non-production uses and applications as may be necessary or useful for the effective use of the Software hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State’s or its Authorized

Users' use of the Software, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Software as described in **Section 5.2(c)** below.

(b) License Restrictions.

(i) The State will not: rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Software available to any third party, except as expressly permitted by this Contract or in any Statement of Work

(ii); The State will not authorize the use of the Software or Documentation in any manner or for any purpose that is unlawful under applicable Law.

Documentation that is delivered with the Software contain the technical specifications for the use and operation of the Software and are provided solely to support State's authorized use of the Software.

(iii) The Software is provided in and shall be used in machine-readable object code form only. In no event does this license permit State to reverse-compile or in any way reverse-engineer the Software object code into source code, translate or otherwise attempt to discover the underlying source code.

(iv) Licensee may not copy the Software or permit the use of the Software by more than the agreed upon number of Concurrent Users set forth in Schedule B of this Contract and as may be modified by Change Notice or ordering documents for additional user licenses from time to time. There are no limits to the number of public citizen and other third party users that may access and/or use the Software.

(c) Use. The State will pay Contractor the corresponding Fees set forth in a Statement of Work or Pricing Schedule for all Authorized Users access and use of the Software. Such Fees will be Contractor's sole and exclusive remedy for use of the Software. Licenses must be used in accordance with the parameters set forth in this Contract, including limitations, conditions and contractual covenants and obligations of State. Any use of the Software outside the scope as described above is prohibited.

5.3 Certification. To the extent that a License granted to the State is not unlimited, Contractor may request written certification from the State regarding use of the Software for the sole purpose of verifying compliance with this **Section 5**. Such written certification may occur no more than once in any 24 month period during the Term of the Contract. The State will respond to any such request within 45 calendar days of receipt. If the State's use is greater than contracted,

Contractor may invoice the State for any unlicensed use (and related support) pursuant to the terms of this Contract at the rates set forth in **Schedule B**, and the unpaid license and support fees shall be payable in accordance with the terms of the Contract. Payment under this provision shall be Contractor's sole and exclusive remedy to cure these issues.

5.4 State License Grant to Contractor. The State hereby grants to Contractor a limited, non-exclusive, non-transferable license (i) to use the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos, solely in accordance with the State's specifications, and (ii) to display, reproduce, distribute and transmit in digital form the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos in connection with promotion of the Services as communicated to Contractor by the State. Use of the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos will be specified in the applicable Statement of Work. Contractor is provided a limited license to State Materials for the sole and exclusive purpose of providing the Services.

6. Third Party Components. At least 30 days prior to adding new Third Party Components, Contractor will provide the State with notification information identifying and describing the addition. Throughout the Term, on an annual basis, Contractor will provide updated information identifying and describing any Approved Third Party Components included in the Software.

7. Intellectual Property Rights

7.1 Ownership Rights in Software

(a) For purposes of this **Section 7** only, the term "Software" does not include Customizations.

(b) Subject to the rights and licenses granted by Contractor in this Contract and the provisions of **Section 7.1(c)**:

- (i) Contractor reserves and retains its entire right, title and interest in and to all Intellectual Property Rights arising out of or relating to the Software; and
- (ii) none of the State or Authorized Users acquire any ownership of Intellectual Property Rights in or to the Software or Documentation as a result of this Contract.

(c) As between the State, on the one hand, and Contractor, on the other hand, the State has, reserves and retains, sole and exclusive ownership of all right, title and interest in and to State Materials, User Data, including all Intellectual Property Rights arising therefrom or relating thereto.

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

- (a) Contractor will create all Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and
- (b) to the extent any Work Product, or Intellectual Property Rights do not qualify as, or otherwise fails to be, work made for hire, Contractor hereby:
 - (i) assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Work Product, including all Intellectual Property Rights; and
 - (ii) irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of *droit moral* with respect to the Work Product.

8. Software Implementation.

8.1 Implementation. Contractor will as applicable; deliver, install, configure, integrate, and otherwise provide and make fully operational the Software on or prior to the applicable Milestone Date in accordance with the criteria set forth in a Statement of Work and the Implementation Plan.

8.2 Site Preparation. Unless otherwise set forth in a Statement of Work, Contractor is responsible for ensuring the relevant Operating Environment is set up and in working order to allow Contractor to deliver and install the Software on or prior to the applicable Milestone Date. Contractor will provide the State with such notice as is specified in a Statement of Work, prior to delivery of the Software to give the State sufficient time to prepare for Contractor’s delivery and installation of the Software. If the State is responsible for Site preparation, Contractor will provide such assistance as the State requests to complete such preparation on a timely basis.

9. Software Acceptance Testing.

9.1 Acceptance Testing.

(a) Unless otherwise specified in a Statement of Work, upon installation of the Software, or in the case of Contractor Hosted Software, when Contractor notifies the State in writing that the Hosted Services are ready for use in a production environment, Acceptance Tests will be conducted as set forth in this **Section 9** to ensure the Software conforms to the requirements of this Contract, including the applicable Specifications and Documentation.

(b) All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in a Statement of Work, commence on the Business Day following installation of the Software, or the receipt by the State of the notification in **Section 9.1(a)**, and be conducted diligently for up to 30 Business Days, or such other period as may be set forth in a Statement of Work (the “**Testing Period**”). Acceptance Tests will be conducted by the party responsible as set forth in a Statement of Work or, if a Statement of Work does not specify, the State, provided that:

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

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

(a) Upon delivery and installation of any application programming interfaces, Configuration or Customizations, or any other applicable Work Product, to the Software under a Statement of Work, additional Acceptance Tests will be performed on the modified Software as a whole to ensure full operability, integration, and compatibility among all elements of the Software (“**Integration Testing**”). Integration Testing is subject to all procedural and other terms and conditions set forth in this **Section 9**.

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

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

(a) If such notice is provided by either party and identifies any Non-Conformities, the parties' rights, remedies, and obligations will be as set forth in **Section 9.4** and **Section 9.5**.

(b) If such notice is provided by the State, is signed by the State Program Managers or their designees, and identifies no Non-Conformities, such notice constitutes the State's Acceptance of such Software.

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

- (i) notify Contractor in writing of Non-Conformities the State has observed in the Software and of the State's non-acceptance thereof, whereupon the parties' rights, remedies and obligations will be as set forth in **Section 9.4** and **Section 9.5**; or
- (ii) provide Contractor with a written notice of its Acceptance of such Software, which must be signed by the State Program Managers or their designees.

9.4 Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformities, Contractor, at Contractor's sole cost and expense, will remedy all such Non-Conformities and re-deliver the Software, in accordance with the requirements set forth in the Contract. Redelivery will occur within 30 Business Days or as otherwise agreed in the project schedule following, as applicable, Contractor's:

(a) completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or

(b) receipt of the State's notice under **Section 9.1(a)** or **Section 9.3(c)(i)**, identifying any Non-Conformities.

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

(a) continue the process set forth in this **Section 9**;

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

(c) deem the failure to be a non-curable material breach of this Contract and a Statement of Work and terminate this Contract for cause in accordance with **Section 15.1**.

9.6 Acceptance. Acceptance ("**Acceptance**") of the Software (subject, where applicable, to the State's right to Integration Testing) and any Deliverables will occur on the date that is the earliest of the State's delivery of a notice accepting the Software or Deliverables under **Section 9.3(b)**, or **Section 9.3(c)(ii)**.

10. Non-Software Acceptance.

10.1 All other non-Software Services and Deliverables are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("State Review Period"), unless otherwise provided in the Statement of Work. If the non-Software Services and Deliverables are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the non-Software Services and Deliverables are accepted but noted deficiencies must be corrected; or (b) the non-Software Services and Deliverables are rejected. If the State finds material deficiencies, it may: (i) reject the non-Software Services and Deliverables without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with **Section 15.1**, Termination for Cause.

10.2 Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any non-Software Services and Deliverables, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable non-Software Services and

Deliverables to the State. If acceptance with deficiencies or rejection of the non-Software Services and Deliverables impacts the content or delivery of other non-completed non-Software Services and Deliverables, 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.

10.3 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 provide the non-Software Services and Deliverables and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

11. 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.

12. Change of Control. Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, 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.

13. Invoices and Payment.

13.1 Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Services and Deliverables provided as specified in Statement(s) of Work. Invoices must include an itemized statement of all charges.

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

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

13.4 Right of Setoff. 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.

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

13.6 Pricing/Fee Changes. All Pricing set forth in this Contract will not be increased, except as otherwise expressly provided in this Section.

(a) The Fees will not be increased at any time except for the addition of additional licenses, the fees for which licenses will also remain firm in accordance with the Pricing set forth in the Pricing Schedule.

(b) Excluding federal government charges and terms. Contractor warrants and agrees that each of the Fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such Fee and formally memorialize the new pricing in a Change Notice.

14. Liquidated Damages.

14.1 The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law.

14.2 The parties acknowledge and agree that Contractor could incur liquidated damages for more than one event.

14.3 The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under **Section 15.1** and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

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

15. 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. Except for the Dedicated Operations Team, the State will not pay for Services, Contractor's lost profits, or any other Fees or expenses during a stop work period.

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

16.1 Termination for Cause. In addition to any right of termination set forth elsewhere in this Contract:

(a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State:

- (i) endangers the value, integrity, or security of State Systems, State Data, or the State's facilities or personnel;
- (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or
- (iii) breaches any of its material duties or obligations under this Contract. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this **Section 16.1**, the State will issue a termination notice specifying whether Contractor must:

- (i) cease performance immediately. Contractor must submit all invoices for Services accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Services accepted by the State under this Contract, or
- (ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for convenience, effective as of the

same date, and the rights and obligations of the parties will be limited to those provided in **Section 16.2**.

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

16.2 Termination for Convenience. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must:

(a) cease performance immediately. Contractor must submit all invoices for Services accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Services accepted by the State under this Contract, or

(b) continue to perform in accordance with **Section 16.3**. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

16.3 Transition Responsibilities.

(a) 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; the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to:

- (i) continuing to perform the Services at the established Contract rates;
- (ii) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee;

- (iii) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, and comply with **Section 21.5** regarding the return or destruction of State Data at the conclusion of the Transition Period; and
- (iv) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the “**Transition Responsibilities**”). The Term of this Contract is automatically extended through the end of the Transition Period.

(b) Contractor will follow the transition plan attached as **Schedule G** as it pertains to both transition in and transition out activities.

17. Indemnification

17.1 General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to:

- (a) any breach by Contractor (or any of Contractor’s employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract;
- (b) any infringement, misappropriation, or other violation of any Intellectual Property Right 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 grossly negligent or more culpable acts or omissions, including without limitation recklessness or willful misconduct 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).

17.2 Indemnification Procedure. The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to

the satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State is entitled to:

- (a) regular updates on proceeding status;
- (b) participate in the defense of the proceeding;
- (c) employ its own counsel; and to

(d) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 17**, 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.

17.3 The State is constitutionally prohibited from indemnifying Contractor or any third parties.

18. Infringement Remedies.

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

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

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

18.3 If neither of the foregoing is possible notwithstanding Contractor's best efforts, then Contractor may direct the State to cease any use of any materials that

have been enjoined or finally adjudicated as infringing, provided that Contractor will:

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

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

18.4 If Contractor directs the State to cease using any Software under **Section 18.3**, the State may terminate this Contract for cause under **Section 16.1**. Unless the claim arose against the Software independently of any of the actions specified below, Contractor will have no liability for any claim of infringement arising solely from:

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

(b) modification of the Software by the State without the prior knowledge and approval of Contractor.

19. Disclaimer of Damages and Limitation of Liability.

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

19.2 The State's Limitation of Liability. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE PREVIOUS 12 MONTHS OF FEES PAID.

19.3 The Contractor's Limitation of Liability. EXCEPT AS PROVIDED IN SECTION 19.4, (a) IN NO EVENT WILL THE CONTRACTOR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES; AND (b) IN NO EVENT WILL THE CONTRACTOR'S AGGREGATE LIABILITY TO STATE 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 GREATER OF (A) \$1 MILLION DOLLARS OR (B) PREVIOUS 12 MONTHS OF FEES PAID (SUCH GREATER AMOUNT, THE "ORDINARY LIABILITY CAP"); *PROVIDED, HOWEVER*, CONTRACTOR'S AGGREGATE LIABILITY TO THE STATE FOR CLAIMS RELATED TO CONTRACTOR'S OBLIGATIONS REGARDING STATE DATA UNDER SECTION 21 (INCLUDING INDEMNIFICATION UNDER 21.5) SHALL NOT EXCEED TWO TIMES THE ORDINARY LIABILITY CAP (THE "SECURITY SUPER CAP").

- 19.4 Contractor's Limitation of Liability in Section 19.3 shall not apply to:
- 19.4.1 Contractor's obligations related to intellectual property indemnification in Section 17.1(b) and intellectual property infringement under this Contract;
 - 19.4.2 Contractor's obligation of indemnification set forth in Section 17.1(c);
 - 19.4.3 any loss or claim to the extent the loss or claim is covered by a policy of insurance required by this Contract to be maintained by Contractor; and
 - 19.4.4 damages arising from Contractor's (to include any of its employees, agents, or subcontractors) fraud or intentional misconduct.

20. 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 Permitted Subcontractor, or an officer or director of Contractor or Permitted 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:

- (i) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or
- (ii) 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.

21. State Data.

21.1 Ownership. The State's data ("**State Data**"), which will be treated by Contractor as Confidential Information, includes:

- (a) User Data; and
- (b) any other data collected, used, Processed, stored, or generated in connection with the Services, including but not limited to:
 - (i) personally identifiable information collected, used, Processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed ("PII"); and
 - (ii) protected health information ("**PHI**") collected, used, Processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and its related rules and regulations.

21.2 State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State.

21.3 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must:

(a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss;

(b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law;

(c) keep and maintain State Data in the continental United States and

(d) not use, sell, rent, transfer, distribute, commercially exploit, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. Contractor's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.

21.4 Discovery. Contractor will immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data or the State's use of the Software and Hosted Services, if applicable. Contractor will notify the State Program Managers or their designees by the fastest means available and also in writing. In no event will Contract provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor will not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State and obtaining the State's prior approval of Contractor's proposed responses. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval.

21.5 Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct; or breach on the part of Contractor that compromises or is reasonably suspected to compromise the security, confidentiality, integrity, or availability of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable:

(a) notify the State as soon as practicable but no later than 24 hours of becoming aware of such occurrence;

(b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State;

(c) in the case of a compromise of PII or PHI that has not been made publicly available, by or at the direction of the State in compliance with applicable law under this Contract, at the State's sole election:

- (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or
- (ii) reimburse the State for any costs in notifying the affected individuals;

(d) in the case of a compromise of PII that has not been made publicly available, by or at the direction of the State in compliance with applicable law under this Contract, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;

(e) perform or take any other actions required to comply with applicable law as a result of the occurrence;

(f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution;

(g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence;

(h) be responsible for recreating lost State Data in accordance with the same timeframes in the RPO and RTO set forth in this Agreement, in the manner and on the reasonable schedule set by the State without charge to the State; and

(i) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's

representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination.

21.6 The parties agree that any damages relating to a breach of **Section 21.5** are to be considered direct damages and not consequential damages.

22. 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.

22.1 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). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

22.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for

any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor's subcontractor is permissible where:

(a) the subcontractor is a Permitted Subcontractor;

(b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor's responsibilities; and

(c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any of the Contractor's and Permitted Subcontractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 21.2**.

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

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

22.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within 5 Business 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. Upon confirmation from the State of receipt of all data, Contractor must permanently sanitize or destroy the State's Confidential

Information, including State Data, from all media including backups using National Security Agency (“NSA”) and/or National Institute of Standards and Technology (“NIST”) (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. If the State determines that the return of any Confidential Information is not feasible or necessary, Contractor must destroy the Confidential Information as specified above. The Contractor must certify the destruction of Confidential Information (including State Data) in writing within 5 Business Days from the date of confirmation from the State.

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

23.1 Right of Audit. Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to this Contract through the Term of this Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension (“**Financial Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, Contractor must retain the records until all issues are resolved.

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

23.3 Application. This **Section 22** applies to Contractor, any Affiliate, and any Permitted Subcontractor that performs Services in connection with this Contract.

24. Support Services. Contractor will provide the State with the Support Services described in the Service Level Agreement attached as **Schedule D** to this Contract. Such Support Services will be provided:

- (a) Free of charge during the Warranty Period.

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

25. Data Security Requirements. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies as set forth in **Schedule E** to this Contract.

26. Training. Contractor will provide, at no additional charge, training on all uses of the Software permitted hereunder in accordance with the times, locations and other terms set forth in a Statement of Work. Upon the State's request, Contractor will timely provide training for additional Authorized Users or other additional training on all uses of the Software for which the State requests such training, at such reasonable times and locations and pursuant to such rates and other terms as are set forth in the Pricing Schedule.

27. Maintenance Releases; New Versions

27.1 Maintenance Releases. Provided that the State is current on its Fees, during the Term, Contractor will provide the State, at no additional charge, with all Maintenance Releases, each of which will constitute Software and be subject to the terms and conditions of this Contract.

27.2 New Versions. Provided that the State is current on its Fees, during the Term, Contractor will provide the State, at no additional charge, with all New Versions, each of which will constitute Software and be subject to the terms and conditions of this Contract.

27.3 Installation. The State has no obligation to install or use any Maintenance Release or New Versions. If the State wishes to install any Maintenance Release or New Version, the State will have the right to have such Maintenance Release or New Version installed, in the State's discretion, by Contractor or other authorized party as set forth in a Statement of Work. Contractor will provide the State, at no additional charge, adequate Documentation for installation of the Maintenance Release or New Version, which has been developed and tested by Contractor and Acceptance Tested by the State. The State's decision not to install or implement a Maintenance Release or New Version of the Software will not affect its right to receive Support Services throughout the Term of this Contract.

28. Reserved.

29. Contractor Representations and Warranties.

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

- (a) It is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
- (b) It has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;
- (c) The execution of this Contract by its Representative has been duly authorized by all necessary organizational action; and
- (d) When executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.
- (e) Contractor 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.

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

- (a) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder to the RFP; and no attempt was made by Contractor to induce any other Person to submit or not submit a proposal for the purpose of restricting competition;
- (b) All written information furnished to the State by or for Contractor in connection with this Contract, including Contractor's Bid Response, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading;
- (c) Contractor is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a

party to any contract with the State or any of its departments that was terminated by the State within the previous 5 years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract; and

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

29.3 Software Representations and Warranties. Contractor further represents and warrants to the State that:

(a) it is the legal and beneficial owner of the entire right, title and interest in and to the Software, including all Intellectual Property Rights relating thereto;

(b) it has, and throughout the license term, will retain the unconditional and irrevocable right, power and authority to grant and perform the license hereunder;

(c) it has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Services will have, the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;

(d) the Software, and the State's use thereof, is and throughout the license term will be free and clear of all encumbrances, liens and security interests of any kind;

(e) neither its grant of the license, nor its performance under this Contract does or to its knowledge will at any time:

(i) conflict with or violate any applicable law;

(ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or

(iii) require the provision of any payment or other consideration to any third party;

(f) when used by the State or any Authorized User in accordance with this Contract and the Documentation, the Software, the Hosted Services, if applicable, or Documentation as delivered or installed by Contractor does not or will not:

(i) infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any third party; or

(ii) fail to comply with any applicable law;

(g) as provided by Contractor, the Software and Services do not and will not at any time during the Term contain any:

(i) Harmful Code; or

(ii) Third party or Open-Source Components that operate in such a way that it is developed or compiled with or linked to any third party or Open-Source Components, other than Approved Third Party Components specifically described in a Statement of Work.

(h) all Documentation is and will be complete and accurate in all material respects when provided to the State such that at no time during the license term will the Software have any material undocumented feature; and

(i) it will perform all Services in a timely, skillful, professional and workmanlike manner in accordance with commercially reasonable industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under this Contract.

(j) when used in the Operating Environment (or any successor thereto) in accordance with the Documentation, all Software as provided by Contractor, will be fully operable, meet all applicable specifications, and function in all respects, in conformity with this Contract and the Documentation;

(k) Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third party software provider for any reason whatsoever;

(l) no Maintenance Release or New Version, when properly installed in accordance with this Contract, will have a material adverse effect on the functionality or operability of the Software.

(m) all Configurations or Customizations made during the Term will be forward-compatible with future Maintenance Releases or New Versions and be fully supported without additional costs.

- (n) If Contractor Hosted:
- (i) Contractor will not advertise through the Hosted Services (whether with adware, banners, buttons or other forms of online advertising) or link to external web sites that are not approved in writing by the State;
 - (ii) the Software and Services will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Contract, including the Availability and Availability Requirement provisions set forth in the Service Level Agreement;
 - (iii) all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully describe the Hosted Services in all material respects such that at no time during the Term or any additional periods during which Contractor does or is required to perform the Services will the Hosted Services have any material undocumented feature;

(o) During the Term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Software or with the Hosted Services, if applicable, will apply solely to Contractor or its Permitted Subcontractors. Regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State Systems or networks.

29.4 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THIS CONTRACT.

30. Reserved.

31. 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 Permitted Subcontractor that provides Services and Deliverables in connection with this Contract.

32. Compliance with Laws. Contractor, its subcontractors, including Permitted Subcontractors, and their respective Representatives must comply with all laws in connection with this Contract.

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

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

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

36. Non-Exclusivity. Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Services from other sources.

37. Force Majeure

37.1 Force Majeure Events. Neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the

extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a “**Force Majeure Event**”), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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

37.3 Exclusions; Non-suspended Obligations. Notwithstanding the foregoing or any other provisions of the Contract or this Schedule:

(a) in no event will any of the following be considered a Force Majeure Event:

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

(b) no Force Majeure Event modifies or excuses Contractor’s obligations under **Sections 21** (State Data), **22** (Non-Disclosure of Confidential Information), or **17** (Indemnification) of the Contract, Disaster Recovery and Backup requirements set forth in the Service Level Agreement, Availability Requirement (if Contractor Hosted) defined in the Service Level Agreement, or any data retention or security requirements under the Contract.

38. 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.

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

40. 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.

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

42. Survival. Any right, obligation, or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

43. Administrative Fee and Reporting Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

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

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

44. 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 <https://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.

45. 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.

46. HIPAA Compliance. The State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.

47. Accessibility Requirements.

47.1 All Software provided by Contractor under this Contract, including associated content and documentation, must conform to WCAG 2.0 Level AA. Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for each product provided under the Contract. At a minimum, Contractor must comply with the WCAG 2.0 Level AA conformance claims it made to the State, including the level of conformance provided in any PAT. Throughout the Term of the Contract, Contractor must:

(a) maintain compliance with WCAG 2.0 Level AA and meet or exceed the level of conformance provided in its written materials, including the level of conformance provided in each PAT;

(b) comply with plans and timelines approved by the State to achieve conformance in the event of any deficiencies;

(c) ensure that no Maintenance Release, New Version, update or patch, when properly installed in accordance with this Contract, will have any adverse effect on the conformance of Contractor's Software to WCAG 2.0 Level AA;

(d) promptly respond to and resolve any complaint the State receives regarding accessibility of Contractor's Software;

(e) upon the State's written request, provide evidence of compliance with this Section by delivering to the State Contractor's most current PAT for each product provided under the Contract; and

(f) participate in the State of Michigan Digital Standards Review described below.

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

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

other remedies available to the State, the State may terminate this Contract for cause under **Section 16.1**.

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

47.5 Failure to comply with the requirements in this **Section 47** shall constitute a material breach of this Contract.

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

49. Relationship of the Parties. The relationship between the parties is that of independent contractors. 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. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

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

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

52. Equitable Relief. Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract may give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be

available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section.

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

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

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

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

| | |
|-------------------|-----------------------------------------------|
| Schedule A | Statement of Work |
| Schedule B | Pricing Schedule |
| Schedule C | Insurance Schedule |
| Schedule D | Service Level Agreement |
| Schedule E | Data Security Requirements |
| Schedule F | Disaster Recovery Plan (if Contractor Hosted) |

Schedule G
Schedule H

Transition Plan
Federal Provisions Addendum

55. Counterparts. This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Contract. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission (to which a signed copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

56. Entire Agreement. These Terms and Conditions, including all Statements of Work and other Schedules and Exhibits (again collectively the “Contract”) constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the Terms and Conditions, the Schedules, Exhibits, and a Statement of Work, the following order of precedence governs: (a) first, these Terms and Conditions and (b) second, Schedule E – Data Security Requirements and (c) third, each Statement of Work; and (d) fourth, the remaining Exhibits and Schedules to this Contract. NO TERMS ON CONTRACTOR’S INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO STATE’S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

SCHEDULE A – STATEMENT OF WORK

1. DEFINITIONS

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

| Term and Acronyms | Definition |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CARS | Customer and Automotive Records System used by MDOS to manage vehicle and driver records. The CARS system supports several MDOS business functions. |
| CEPAS | Centralized Electronic Payment Authorization System; The state of Michigan approved electronic solution for the receipt of credit/debit card and electronic check through the automated clearing house. |
| EASA | Enterprise Architecture Solution Assessment; All vendor proposals and new contracts must be accompanied by an Assessment, documenting the architectural details of the proposed solution. |
| MCFA | Michigan Campaign Finance Act, Public Act 388 1976, as amended. |
| SSP | System Security Plan; Overview of the information system and security requirements including information assets, security categorization, applicable laws and regulations, system interconnections, information sharing, system dependencies, network diagrams, network devices and components, system hardware, system software, data flow diagrams, implementation of the security controls, Describes the controls in place or planned to be in place required to provide the appropriate level of security. |
| STAR | Michigan Department of Treasury collection system that interfaces with SIGMA (Statewide Integrated Governmental Management Application related to financial activities, including budgeting, accounting, payments, and business and grant opportunities). |

1. BACKGROUND

The Michigan Department of State (MDOS), Bureau of Elections (BOE), is charged with the administration of the Michigan Campaign Finance Act (MCFA) in support of other related laws and acts (e.g., Michigan Election Law, Michigan Lobby Registration Act). The mission of BOE is to provide and protect the rights of the citizens of the State to free and fair elections.

BOE supports this mission by assisting with the transparency of the election process by providing citizens with access to publicly filed documents, reports, and data relevant to all of the laws administered or supported by BOE.

The BOE's Filing, Disclosure & Compliance (FDC) Division is specifically tasked with supporting end users of their current solution that use it for legally required disclosure filings when running for public office. In addition, BOE is tasked with ensuring high availability of real-time information related to disclosures filed with the BOE in compliance with MCFA.

2. PURPOSE

The State is contracting with Contractor to implement a new solution for filing, processing, and tracking of Bureau of Elections (BOE) disclosures submitted by end users (e.g., candidates, committees) in compliance with the Michigan Campaign Finance Act. This new solution will replace the existing solution that is in place that provides support for several major areas of responsibility covering campaign finance act requirements, election administration (affidavits of identities and candidate listing), lobby registration and casino registration., Current services provided by the vendor for election night and precinct results reporting will transition to SOM, DTMB support.

This new solution will aid the public in obtaining needed information in a user-friendly and transparent format as it relates to Michigan's Campaign Finance Act and related laws and rules. This solution will also be used by internal staff based on existing workflows and business processes, which may be modified to utilize the new solution. The solution will include a CEPAS redirect for making payments. The solution must be able to provide single sign-on functionality also must be capable of MILogin integration (the existing state standard). The solution should prioritize decreasing the time to process disclosures and related material and increase transparency in government information sharing. The solution must be configurable based on Federal, State, or other regulations that impact the system. This includes any change in state/federal campaign or election law/statute during the lifecycle of this Contract. The new system

must be intuitively easy to use and meet the State's standards for security, web applications, and accessibility, as described in this Contract.

3. IT ENVIRONMENT RESPONSIBILITIES

The State is contracting for a Contractor Hosted application.

Contractor must maintain compliance for the core Platform via a FedRAMP Authorized at Moderate package, a contiguous annual SOC 2 Type II third-party assessment, and a specific Contractor-provided SSP for the program that will be implemented by the Contractor.

The Case Management Development Platform and Solution will meet the following criteria:

- Authorization by FedRAMP at Moderate
- Pass current A&As (Assessment and Authorization) based on NIST 800-53, Rev. 5, DIACAP and DCID 6/3 standards.
- The Platform shall be hosted at a FedRAMP Moderate and SOC 2 Type II assessed hosting environment.

The platform is currently undergoing a SOC 2 Type II certification, expected January of 2024. Contractor will provide SOC 2 Type II security and risk framework.

For a Contractor Hosted Software Solution:

Definitions:

Facilities – Physical buildings containing Infrastructure and supporting services, including physical access security, power connectivity and generators, HVAC systems, communications connectivity access and safety systems such as fire suppression.

Infrastructure – Hardware, firmware, software, and networks, provided to develop, test, deliver, monitor, manage, and support IT services which are not included under Platform and Application.

Platform – Computing server software components including operating system (OS), middleware (e.g., Java runtime, .NET runtime, integration, etc.), database and other services to host applications.

Application – Software programs which provide functionality for end user and Contractor services.

Storage – Physical data storage devices, usually implemented using virtual partitioning, which store software and data for IT system operations.

Backup – Storage and services that provide online and offline redundant copies of software and data.

Development - Process of creating, testing and maintaining software components.

| Component Matrix | Identify contract components with contractor or subcontractor name(s), if applicable |
|-------------------------|--------------------------------------------------------------------------------------|
| Facilities | Equinix |
| Infrastructure | Contractor |
| Platform | Contractor |
| Application | Contractor |
| Storage | Contractor |
| Backup | Contractor |
| Development | Contractor |

4. ADA COMPLIANCE

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

Contractor’s Platform user interface is a pure thin client allowing all capabilities of the platform to be accessed through a standard Web browser. The Platform Web client is developed to be cross-browser compliant and comply with Section 508 and WCAG 2.0 Level AA accessibility standards.

Contractor’s testing is conducted using automated testing tools and manual testing methods with screen readers, policy experts, and persons with disabilities when

possible. In addition, the site is routinely reviewed for alignment with the latest Web Accessibility Initiative guidelines from the W3C.

5. USER TYPE AND CAPACITY

| Type of User | Access Type | Number of Users | Number of Concurrent Users |
|--------------------------------------------|-----------------------------|-----------------|----------------------------|
| Public Citizen | Read, Write | 1,200 | 1,200 |
| State Employee (including contractors) | Read, Write, Administrative | 25 | 25 |
| Approved Third Party (MILogin Third Party) | Read, Write | 7,000 | 7,000 |

Contractor Solution must meet the expected number of concurrent Users.

Contractor solution is a Web-based design, multi-tier architecture, and has the ability to support clustered environments, the Platform is infinitely scalable to accommodate large volumes of users and transactions, as well as additional workflows that the MDOS requires.

Subscription licenses are needed for State Employee (including contractors) internal staff (25 users) to access Contractor's Solution. Licenses are not required for public citizen or third party user types.

The standard latency response times, excluding latency issues outside of Contractor's control are as follows:

- 90% of transactions complete < 5.0 seconds on average.
- 95% of transactions complete < 7.5 seconds on average.
- 99% of transactions complete < 10.0 seconds on average.

6. ACCESS CONTROL AND AUTHENTICATION

The Contractor's solution must integrate with the State's IT Identity and Access Management (IAM) environment as described in the State of Michigan Digital Strategy ([MILogin - Help \(michigan.gov\)](https://michigan.gov/milogin-help)), which consist of:

7.1 MILogin/Michigan Identity, Credential, and Access Management (MICAM). An enterprise single sign-on and identity management solution based on IBM's Identity and Access Management products including, IBM Security Identity Manager (ISIM), IBM Security Access Manager for Web (ISAM), IBM Tivoli Federated Identity Manager (TFIM), IBM Security Access Manager for Mobile (ISAMM), and IBM DataPower, which enables the State to establish, manage, and authenticate user identities for the State's Information Technology (IT) systems.

7.2 MILogin Identity Federation. Allows federated single sign-on (SSO) for business partners, as well as citizen-based applications.

7.3 MILogin Multi Factor Authentication (MFA, based on system data classification requirements). Required for those applications where data classification is Confidential and Restricted as defined by the 1340.00 Michigan Information Technology Information Security Policy (i.e. the proposed solution must comply with PHI, PCI, CJIS, IRS, and other standards).

7.4 MILogin Identity Proofing Services (based on system data classification requirements). A system that verifies individual's identities before the State allows access to its IT system. This service is based on "life history" or transaction information aggregated from public and proprietary data sources. A leading credit bureau provides this service.

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

The platform supports SSO authentication to integrate with the MILogin solution, as well as SAML 2.0, OAuth, or OpenID. In addition to a strong username/password authentication validation interface, options available for 2 factor authentication include Active Directory, Authentication Portals, Smart Cards, and Identity Credential Access Management (ICAM) – both Personal Identification Verification (PIV) Cards and Common Access Cards (CAC) will be provided.

7. DATA RETENTION AND REMOVAL

The State will need to retain all data for the entire length of the Contract unless otherwise directed by the State.

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

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

Contractor will adjust to any data retention, deletion, and retrieval requirements needed by MDOS. Limitless data may be archived through capacity scaling, and the Platform will retain the data for 15 years as required by MCFA Law.

8. END USER AND IT OPERATING ENVIRONMENT

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

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

- Over 2% of desktop and mobile & tablet site traffic, measured using Michigan.gov sessions statistics and
- The current browser identified and approved as the State of Michigan standard

This information can be found at <https://www.michigan.gov/browserstats>. Please use the most recent calendar quarter to determine browser statistics. For those desktop and mobile & tablet browsers with over 2% of site traffic, the current browser version as well as the previous two major versions must be supported.

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

Contractor solution is web-based and will meet the requirements outlined above.

Any changes to the Solution roadmap will be communicated in writing to the State Project Manager by the Contractor.

Contractor must work with MDOS users of the system to determine priorities for core product enhancements, but the BOE project team has the ability to make configuration and customizations directly for MI-specific needs and features.

9. SOFTWARE

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

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

Look and Feel Standards

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

Mobile Responsiveness

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

SOM IT Environment Access

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

- State provided VDI (Virtual Desktop Infrastructure) where compliant.
- State provided and managed workstation device.
- Contractor owned and managed workstation maintained to all State policies and standards.
- Contractor required interface with State systems which must be maintained in compliance with State policies and standards as set forth in **Schedule E – Data Security Requirements**.
- From locations within the United States and jurisdiction territories.

Contractor must identify any unique software requirements to fulfill the terms of the Contract.

- Contractor will continue to maintain knowledgeable Elections and Campaign Finance project and technical staff.
- Contractor will meet the requirements of BOE business including:..:
 - E-Filing Requirements as specified under the Michigan Campaign Finance Act (MCFA)
 - Data retention MCFA requirements
 - Lobbyist Campaign Finance e-filing requirements

- Late Contribution e-filing requirements
- Contractor must meet the tools and capabilities the BOE requires to perform their duties:
 - The Back Office suite of applications (currently being enhanced to the new Election Office Suite-EOS)
 - CFR Report review process
 - Paper Filing scanning and processing
 - Committee Letter generation and transmission
 - Sensitivity of up time and FTE availability around filing deadlines

Contractor must implement Tyler’s unified filing and reporting system – the **Case Management Development Platform solution powered by Entellitrak** (“The Platform” or “Platform”).

10. INTEGRATION

Contractor must integrate their solution to the following technologies:

| | |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| Current Technology MILogin (future solution will authenticate using MILogin) | MILogin - we support these types of authentication: HTTP Header Federation Technology SAML OAUTH Other |
| Volume of Data | Unknown at this time |
| Format of the input & export files | N/A |

| | |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Current Technology CEPAS | The solution must redirect to CEPAS for executing the payment functionality of the system. See Schedule E, Attachment 1 – Tax Regulation, PCI Compliance, CEPAS, CMS and CJIS, etc. |
| Volume of Data | Unknown at this time |
| Format of the input & export files | N/A |

| | |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Current Technology OneSpan | The solution must integrate with the current SOM's Enterprise eNotary solution, OneSpan. Visit https://www.onespan.com/ for integration details. The solution must integrate with the current SOM Enterprise eSignature solution, OneSpan. Visit https://www.onespan.com/ for integration details. |
| Volume of Data | Unknown at this time |
| Format of the input & export files | |

| | |
|-------------------------------------------------------------------|-----------------------------------------------------------------------|
| Current Technology Create APIs to existing MDOS systems | CARS or QVF for data reconciliation, payment tracking/reconciliation. |
| Volume of Data | Unknown at this time |
| Format of the input & export files | |

Contractor will integrate with MILogin and CEPAS based on MDOS business requirements.

In the event MDOS decides to move forward with OneSpan and/or eNotary integration during the contract life cycle:

Contractor will work with MDOS to understand the expected transaction volumes to determine the licensing required, the number of users needed, and any additional costs that may result for the State.

11. MIGRATION

Contractor must migrate the data identified in the table below:

| | | |
|-------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Current Technology | <ul style="list-style-type: none"> • IBM Informix Dynamic Server Version 11.70.FC4GE • Solaris Sparc for Dev | <ul style="list-style-type: none"> • Solaris x86 for Prod • MySQL Ver 8.0.20 for Linux on x86_64 |
| Data Format relative to the database technology used. | <ul style="list-style-type: none"> • Microsoft Office VBA • C++ • C • Java • Informix SPL • Informix 4GL • Informix ESQ/C • HTML | <ul style="list-style-type: none"> • Javascript • PHP • Laravel Framework(s) • Unix shell scripts • Stylus (CSS) • Vue.js • Quasar |
| Number of data fields to give Contractor awareness of the size of the schema. | <ul style="list-style-type: none"> • Tables -271 • Informix (tables explicitly created in each schema. Informix carries over 70 additional system catalog tables/database) • elect_cfr - 179 • enr - 28 • eos - 12 • lobby - 25 • MySQL • casino/rulings – 27 • Views (no views employed) | <ul style="list-style-type: none"> • Procedures - 541 • Informix (explicitly created in each schema. Informix carries many system-owned procedures as well) • elect_cfr - 373 • enr - 129 • eos - 2 • lobby - 37 • MySQL • No stored procedures. |
| Volume of Data | Unknown at this time. | |
| Database current size. | <ul style="list-style-type: none"> • Informix • Dev - ~6GB data • Prod - ~15GB data + ~300GB images • MySQL | <ul style="list-style-type: none"> • Dev - 600mb • Staging - 600mb • Prod - 600mb |

Contractor must work with the MDOS Program Manager and stakeholders to develop a data migration strategy and implementation plan to transfer and convert the legacy system sources to the campaign finance solution.

Contractor's data migration plan must include detailed data mapping to identify sources (e.g., existing legacy table/column/data type) to target campaign finance table/column/data type) as the basis for SQL scripts to be developed. Typically, the subset of the data to be migrated is exported from its source into an intermediate format, often utilizing Excel or CSV format. The data from each table will be saved and processed separately, and then these data files will be imported into the campaign finance database.

If any data to be migrated includes PII, the appropriate precautions will be taken to preserve data privacy and meet all data handling requirements.

Contractor must validate in advance with MDOS all of the mandatory fields required for the functioning of the platform that are not available in the legacy system and that need to be obtained by MDOS. In the event MDOS is unable to obtain all of the mandatory fields, Contractor will suggest the most suitable workaround to MDOS. Contractor will document the suggested workaround and obtain written approval from MDOS.

Contractor will build the SQL scripts and other interfaces required to migrate/convert the campaign finance data from the existing MDOS system to the platform. Contractor will work with the MDOS program manager and stakeholders to build the scripts and to identify all business rules required.

Contractor will migrate/convert existing data to the non-production target platform solution and will work with MDOS to validate the migrated data and make any necessary adjustments in the SQL scripts. Contractor will support the execution of the data migration and conversion of legacy data to our platform solution in the production environment and will assist with troubleshooting any issues that arise during production implementation and legacy data migration into production. Contractor will work with MDOS to cleanse the migrated data as needed to ensure compliance with current business rules. If the legacy system is still in use, Contractor will coordinate the timing with MDOS for the final data migration, determine the sequence of migration if a phased approach is preferred, and make sure all relevant data is captured and migrated.

Contractor's administrative teams will monitor system capacity and scale to support any additional capacity needs and follow a capacity management plan. Contractor's experts will make recommendations about data archiving where applicable to optimize system performance.

Contractor will ensure the solution is designed to scale by employing industry standard clustering and load balancing techniques. Performance of enterprise applications are dependent on numerous factors including, but not limited to, user load, data density, integration points, network configuration, hardware specifications and application usage scenarios.

Contractor will not charge MDOS for an environmental migration. Contractor will expand existing infrastructure, as needed, as a cost of doing business.

Data will initially be migrated into a non-production lower environment to test and validate before migration to the production environment; rollbacks will be available as needed.

The database may be increased at the time of transition, if required by the State.

12. TRAINING SERVICES

The Contractor must provide administration and end-user training for implementation, go-live support, and transition to customer self-sufficiency. The Contractor must provide administration and end-user training for State staff (5 Administrative and Approximately 40 end users). Training should be both classroom and online for implementation, Go-Live support, and transition to customer self-sufficiency as detailed in the **Business Specification Worksheet, Section 13: Documentation and Training**. Training will not take place during election weeks, two weeks before and after election weeks, the last few weeks of December and first week of January.

Contractor will provide remote or on-site training sessions to MDOS staff that facilitate one-on-one mentoring assistance and guidance. Each training class will correspond to the business responsibilities of each particular user role.

Contractor and MDOS respective roles and responsibilities in meeting the proposed MDOS Training Plan:

Team responsibilities

Contractor:

- Develop and implement the Training Plan
- Develop and disseminate the required training materials (training agenda, classroom exercises, training manual)

- Train the following user groups on appropriate functionality: the State and End users and Administrators and Committee End users
- Develop documentation to assist public end users with searches and statistic viewing
- Provide support to IT personnel as required for payment processing redirects and MILogin integration.

MDOS:

- Review and approve the Training Plan
- Review and approve the training materials (training agenda, classroom exercises, training manual). Note: there will be one round of review and final acceptance.
- Identify the appropriate attendees for training
- Provide classroom facility, necessary equipment, and network connections

Training Prerequisites

The basic prerequisite of Contractor's proposed training plan is computer literacy. Participants are expected to have general computer skills in order to be trained to use and administer BOE Campaign Finance features and functions. Prerequisite computer skills include but are not limited to the following:

- Basic use of a mouse, scroll bar, menu, and icon bar
- Basic understanding of a word processor
- Basic understanding of current web browsers
- Basic understanding of the principles of selecting by pull down menus
- Basic understanding of screen navigation

Delivery of Training

Contractor requires the assistance and participation of MDOS trainers specific to legal and MDOS processes. Scheduled training dates will be mutually agreed upon with a typical day beginning at 9:00 am and ending at 4:30 pm, EST. Training session times will be arranged with the MDOS program manager and other system stakeholders. Start and end times will be agreed upon to accommodate trainee schedules.

Contractor recommends a class size of no more than 25 participants per class session with one Contractor instructor, as class sizes greater than 25 students (with a single instructor) are generally not as effective or efficient.

The Contractor Team will provide written user guides for each user role that users can refer to when needing assistance navigating the system. Each guide will be provided during the initial training so that users have a copy at their fingertips anytime they need a system navigation refresher. The documentation will provide clearly written instructions that users can quickly reference.

Contractor will collaborate with MDOS to build custom new user documentation for training and as a reference for users to lookup how to perform certain system actions. Contractor will provide detailed, clearly written, step-by-step instructions on how to navigate all actions in the future solution.

Contractor will write training manuals specific to the configured features of the MDOS solution.

13. TRANSITION RESPONSIBILITIES

Contractor will provide transition services as detailed in Schedule G.

14. DOCUMENTATION

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

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

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

Contractor will provide user manuals during training and will provide operating and technical manuals as well as all other required documentation during implementation. All solution documentation will be provided to the State for approval and will be maintained throughout the life of the contract. Contractor will provide clearly written

documentation with step-by-step instructions provided for all features and functionality to allow users to navigate the system independently without having to reach out for support.

15. ADDITIONAL PRODUCTS AND SERVICES

Contractor will create a user interface for viewing and maintaining migrated campaign finance rulings and policy data and documents. This future enhancement will be created at no additional charge via the Dedicated Operation Team in the contract. Contractor must remove Michigan CFS application from the Google Play Store as part of the cutover plan to the new solution. DTMB will work with the Smart Device Team to remove existing Michigan CFS mobile application from the Apple store. Contractor must work with BOE and DTMB to determine Enterprise fees and licensing via the Contract Change Notice process for usage of Socrata; however, any Contractor work will be treated as a future enhancement under the Dedicated Operation Team in the contract.

Contractor will facilitate adoption of geocoded/geospatial features into the MDOS solution via the Contract Change Notice process for business requirements and level of effort estimates.

16. CONTRACTOR PERSONNEL

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

| |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor Name Denise Smith, Corporate Attorney Address 12901 Worldgate Dr Suite 800, Herndon, VA 20170 Phone 703-709-6110 Email <u>FD-Contracts@tylertech.com</u> cc: Legal Department 7701 College Blvd. Overland Park, KS 66210 Email: legal@tylertech.com |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

17. CONTRACTOR KEY PERSONNEL

Contractor Project Manager. Contractor resource who is responsible to serve as the primary contact with regard to services who will have the authority to act on behalf of the Contractor in matters pertaining to the implementation services, matters pertaining to the receipt and processing of Support Requests and the Support Services.

| |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor |
| Name Dave Freund, PMP Address 430 W. Allegan St. PO BOX 20126 Lansing, MI 48901 Phone (517) 282-9084 Email david.freund@tylertech.com |

Contractor Dedicated Operations Team. Operations Team consist of the following rolls, and these individuals are not part of the Key personnel.

System Engineer: Technical Lead

Developer 1: Development and Configurations

Developer 2: Development and Configurations

The **Dedicated Operations Team**, primarily housed in BOE's Lansing offices, will provide 3 dedicated resources (4 including the Contract Project Manager) to the State staff for this contract for the term of this contract. The Dedicated Operations Team will additionally provide after-hours, and non-Business Days support for project tasks including:

- Project Management
- Business analysis
- Production Support
- Development of additional workflows to support legislative changes
- Support of e-filers and public view of disclosure reports and data
- Integrations with the Data & Insights Enterprise Data Platform solution
- Assisting the State staff with filings
- General project activities including documentation, quality assurance and management, disaster recovery, capacity planning, ongoing/additional training including electronic support material and videos

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

| |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor |
| Name Rodney Caudle Address 7701 College Blvd., Overland Park, KS 66210 Phone (913) 489-5250 Email rodney.caudle@tylertech.com |

Contractor Implementation Manager. Contractor to provide name of individual who will be responsible for day-to-day management of the overall solution. This position is responsible for assisting the Contract Project Manager in the installation, system integration, security, and database design needs.

| |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor |
| Name Irene McNutt, Director of Business Solutions Address 12901 Worldgate Dr Suite 800, Herndon, VA 20170 Phone (630) 632-3117 Email irene.mcnutt@tylerfederal.com |

Contractor Training Lead. Contractor to provide name of individual responsible for the planning and delivery of all training related to this contract. This person must have experience leading training efforts for similar size and scope projects, to include providing guidance on the appropriate training program/plan for the specific audience and education need

| |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor |
| Name Tracey Ashby-Phan Address 12901 Worldgate Dr Suite 800, Herndon, VA 20170 Phone (703) 429-0018 Email tracey.ashby-phan@tylertech.com |

18. CONTRACTOR PERSONNEL REQUIREMENTS

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

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

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

Offshore Resources.
 Contractor will not be using any offshore resources.

Contractor will be utilizing the following Permitted Subcontractor(s):

| Contractor must provide detailed information as requested in the above requirement(s). | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The legal business name, address, telephone number of the subcontractor(s). | Equinix Inc. 1 Lagoon Dr Redwood City, CA 94065 Ph. (650) 513-7000 |
| A description of subcontractor’s organization and the services it will provide and information concerning subcontractor’s ability to provide the Contract Activities. | Equinix interconnects industry-leading organizations such as finance, manufacturing, retail, transportation, government, healthcare and education across a digital-first world. Business leaders harness Equinix’s trusted global platform to bring together and interconnect the foundational infrastructure that powers their success—sustainably and securely. Founded in Silicon Valley in 1998 as a vendor-neutral multitenant data center provider where competing networks could |

| Contractor must provide detailed information as requested in the above requirement(s). | |
|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>securely connect and share data traffic, we chose a name that reflected our company’s focus on EQUality, Neutrality and Internet eXchange—Equinix.</p> <p>Equinix holds over 85 data centers in the Americas, including 14 in the Washington DC Metro area. The data centers are SOCI 2 Type II and FedRAMP Moderate compliant.</p> <p>See the compliance link for more: https://www.equinix.com/data-centers/design/standards-compliance</p> |
| The relationship of the subcontractor to the Contractor. | Tyler maintains an ongoing relationship with Equinix as an option for hosting. Currently, Equinix is our service provider for approximately half of over 140 hosted Federal and State Platform clients. |
| Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship. | Yes, as indicated above, approximately half of our 140+ hosted clients are hosted through Equinix. Our FedRAMP authorization has been in conjunction with Equinix since 2014 as well. |
| A complete description of the Contract Activities that will be performed or provided by the subcontractor. | Equinix will house the Platform data and function as the primary data center for the MI BOE solution. They will also manage typical data center security functions – both physical and access related. |
| Of the total bid, the price of the subcontractor’s work. | Hosting is included in the cost in our overall SaaS Platform pricing model, not as a separate pricing line item. |

19. STATE RESOURCES/RESPONSIBILITIES

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

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

| |
|------------------------------------------------------------------------------------------|
| State Contract Administrator |
| Name Jeremy Lyon Phone 517-819-0872 Email LyonJ5@michigan.gov |

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

| |
|----------------------------------------------------------------------------------------|
| DTMB Program Manager |
| Name Dan Klodt Phone 517-930-6368 Email klodtd@michigan.gov |

| |
|-------------------------------------------------------------------------------------------------|
| Agency Program Manager |
| Name Amy Lovegrove Phone 517-241-2545 Email lovegroveA1@michigan.gov |

20. MEETINGS

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

The Contractor must attend the following meetings, at a location and time as identified by the state, at no additional cost to the State:

- Kick off meeting
- Project planning sessions
- SUITE tailoring sessions
- Discovery/Requirements and analysis meetings
- Ongoing collaborative team meetings to facilitate discovery and development are required. If Agile Scrum development approach is proposed, then all Scrum ceremonies, including daily Scrum, sprint planning, sprint reviews, sprint retrospectives, backlog grooming, and artifacts will be encouraged and expected.
- All other meetings needed to successfully implement the new system.
- Daily standup/JAD sessions, depending on approach
- Security plan assessment and review sessions

Contractor will attend all meetings at the date and location of the State, taking into account current COVID restrictions and implications;

Contractor will use an Agile Delivery approach that focuses on configuration of functionality in phases with checkpoints (sprints) to demonstrate progress to the department.

21. PROJECT CONTROL & REPORTS

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

- Progress to complete milestones, comparing forecasted completion dates to planned and actual completion dates
- Accomplishments during the reporting period, what was worked on and what was completed during the current reporting period
- Indicate the number of hours expended during the past week, and the cumulative total to date for the project. Also, state whether the remaining hours are sufficient to complete the project
- Tasks planned for the next reporting period
- Identify any existing issues which are impacting the project and the steps being taken to address those issues
- Identify any new risks and describe progress in mitigating high impact/high probability risks previously identified
- Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

Contractor will provide two Implementation reports.

These reports will include:

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

Contractor will provide performance reporting after implementation in adherence to the request of the State as laid out in Schedule E.

22. PROJECT MANAGEMENT

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

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

SUITE Documentation

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

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

best practices incorporated from earlier models, and a common, integrated vision of improvement for all project and system related elements.

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

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

As a configurable SaaS solution, the Contractor Project Management Team will tailor the Project Plan to fit to the SUITE methodologies. Contractor follows the Project Management Institution (PMI) and National Institute of Standards and Technology (NIST) for cybersecurity implementations.

Contractor will deploy an Agile Delivery approach that focuses on configuration of functionality in phases with checkpoints (sprints) to demonstrate progress to the department. The Agile approach includes project management for all of the Project Management Knowledge Areas, as identified by the Michigan SUITE:

- Scope Management
- Time Management
- Quality Management
- Risk Management
- Communication Management
- Procurement Management
- Cost Management
- Project Resource Management
- Change Management
- Integration Management
- Stakeholder Management

These processes will be maintained and utilized throughout the life cycle of the project including, Project Readiness, Initiation/ Startup, Planning, Execution/Implementation, Monitoring/Control/Production Support and ultimately project close.

Contractor will provide documentation deliverables as outlined below. Contractor has provided a proposed project plan, Work Breakdown Structure (WBS), and are providing our interpretation of what documentation will be provided to the state during the project phases by our professional services team. The documentation Contractor is providing

includes the following list. This list covers required documentation for each of the project milestones.

- Kick-off Meeting Minutes
- Project Management Plan
- Network Diagram
- Role Based Security Matrix
- Design Document
- Implementation Document
- EASA Documentation
- Solution/Test Documentation
- Technical Baseline Document
- Implementation Plan
- Monthly Status Reports
- Bi-Monthly Meeting Min
- Requirements Validation Document / RTM
- Change Management Plan
- Training Plan
- Infrastructure Audit
- Closeout Meeting Minutes

Milestones/Deliverables for Implementation

The State’s proposed milestone schedule and associated deliverables are set forth below. The below Associated Milestone Deliverables will include drafts and finals. The Contractor will involve the core team in the development of deliverables. Drafts must be accepted and signed by MDOS and DTMB to be considered accepted.

| Milestone Event | Associated Milestone Deliverable(s) |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Planning | Project Kickoff, determine lifecycle management tool, determine team norms, initial SUITE project tailoring |
| Requirements and Design Validation | Discovery and Validation sessions, Requirement Validation Document, Network Diagram Design (Test and Prod), Role-Based Security Matrix, Design Document, Implementation Document, Detailed Requirements, EASA development & approval (2-3 weeks), EASA Approval SSP Stages 1.0-5.0 |
| Provision environments, if needed | Create & validate Test and Production environments |

| | |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Installation and Configuration of software | Solution and Testing Documents Solution and Testing Document, Technical Baseline document with final configurations SSP Stage 6.0 Risk Assessment SSP Stage 7.0 POAMs |
| Testing, User Acceptance Testing and Issue Resolution | Test Plan, Test Scenarios, Requirements traceability matrix, Test Results Report, Training Documentation & User Manuals, Product stabilization, SSP ATO SSP Authority to Operate |
| Training Activities | Training will be delivered according to the agreed training plan |
| Implementation and Go Live | Implementation Plan, Final Test Results Report, Final Training Documentation, Final Acceptance |
| Post Production Warranty | Complete SSP POAMs. Included in the cost of Solution. |
| Post Implementation and Production Support Services | Ongoing after Final Acceptance. Solution configuration adjustment as needed Complete SSP POAMS |

Refer to the Project Plan below in compliance with the timeframes set forth by the State.

| | Task Name | Duration |
|----|----------------------------------------------|-----------------|
| 1 | ▸ Michigan BoE Modernization | 286 days |
| 2 | ▸ Initiate and Plan | 79 days |
| 3 | Coordinate Project Kickoff | 8 days |
| 4 | Conduct Project Kickoff | 1 day |
| 5 | ▸ Project Documentation | 70 days |
| 6 | ▸ Project Management Plan | 28 days |
| 7 | Update/Finalize Project Management Plan | 20 days |
| 8 | Determine Lifecycle Management Tool | 1 day |
| 9 | Establish Team Norms | 1 day |
| 10 | Submit Deliverable | 0 days |
| 11 | Review and Comments | 3 days |
| 12 | Draft Revision | 5 days |
| 13 | Final Approval | 0 days |
| 14 | ▸ Network Diagram Design | 23 days |
| 15 | Update/Finalize Network Design Documentation | 15 days |
| 16 | Submit Deliverable | 0 days |
| 17 | Review and Comments | 3 days |
| 18 | Draft Revision | 5 days |
| 19 | Final Approval | 0 days |
| 20 | ▸ Role Based Security Matrix | 23 days |
| 21 | Update/Finalize Role Based Security Matrix | 15 days |
| 22 | Submit Deliverable | 0 days |
| 23 | Review and Comments | 3 days |
| 24 | Draft Revision | 5 days |
| 25 | Final Approval | 0 days |
| 26 | ▸ Design Document | 23 days |
| 27 | Update/Finalize Design Document | 15 days |
| 28 | Submit Deliverable | 0 days |
| 29 | Review and Comments | 3 days |
| 30 | Draft Revision | 5 days |
| 31 | Final Approval | 0 days |

| | Task Name | Duration |
|----|------------------------------------------|----------------|
| 32 | ▲ System Security Plan | 23 days |
| 33 | Update/Finalize System Security Plan | 15 days |
| 34 | Submit Deliverable | 0 days |
| 35 | Review and Comments | 3 days |
| 36 | Draft Revision | 5 days |
| 37 | Final Approval | 0 days |
| 38 | ▲ Implementation Document | 23 days |
| 39 | Update/Finalize Implementation Plan | 15 days |
| 40 | Submit Deliverable | 0 days |
| 41 | Review and Comments | 3 days |
| 42 | Draft Revision | 5 days |
| 43 | Final Approval | 0 days |
| 44 | ▲ EASA Documentation | 23 days |
| 45 | Update/Finalize EASA Documentation | 15 days |
| 46 | Submit Deliverable | 0 days |
| 47 | Review and Comments | 3 days |
| 48 | Draft Revision | 5 days |
| 49 | Final Approval | 0 days |
| 50 | ▲ Solution and Test Documentation | 70 days |
| 51 | Update/Finalize Project Test Plan | 15 days |
| 52 | Test Scenarios | 60 days |
| 53 | Submit Deliverable | 0 days |
| 54 | Review and Comments | 3 days |
| 55 | Draft Revision | 5 days |
| 56 | Final Approval | 0 days |
| 57 | ▲ Technical Baseline Document | 23 days |
| 58 | Create Technical Baseline Document | 15 days |
| 59 | Submit Deliverable | 0 days |
| 60 | Review and Comments | 3 days |
| 61 | Draft Revision | 5 days |
| 62 | Final Approval | 0 days |

| | Task Name | Duration |
|----|--------------------------------------------------------------------------------|-----------------|
| 63 | Implementation Plan | 23 days |
| 64 | Create detailed Implementation Plan | 15 days |
| 65 | Submit Deliverable | 0 days |
| 66 | Review and Comments | 3 days |
| 67 | Draft revision | 5 days |
| 68 | Final Approval | 0 days |
| 69 | Environment Setup | 20 days |
| 70 | Build Local Dev, Test, QA, and Migration Sites | 20 days |
| 71 | Stand up Production Site | 20 days |
| 72 | Assess and Define | 501 days |
| 73 | Discovery and Valication (JAD Sessions) | 10 days |
| 74 | JAD 1 - Data Model & Workflow - Lobby/Committee Filing/eSofO | 1 day |
| 75 | JAD 2 - Data Model & Workflow - Candidate Filing (Committee Filers) | 1 day |
| 76 | JAD 3 - User Roles & Filers | 1 day |
| 77 | JAD 4 - Back Office Functions 1 | 1 day |
| 78 | JAD 5 - Back Office Functions 2 & E&O / F2F / LFF | 1 day |
| 79 | JAD 6 - On Site Payment & Fee Calculation | 1 day |
| 80 | JAD 7 - Public Portal & Interfaces | 1 day |
| 81 | JAD 8 - Templates & Notifications | 1 day |
| 82 | JAD 9 - Reporting | 1 day |
| 83 | JAD 10 - Spillover | 1 day |
| 84 | Requirement Validation Document | 25 days |
| 85 | RTM | 10 days |
| 86 | Requirements Acceptance | 10 days |
| 87 | Data Migration | 240 days |
| 88 | Data Migration - Data Dictionary Due | 0 days |
| 89 | Ongoing Script Construction, Data Build and Test Runs in Migration Environment | 240 days |

| | Task Name | Duration |
|-----|-------------------------------------------------------|-----------------|
| 90 | Prepare Solution | 173 days |
| 91 | Sprint 1 - Data Model | 13 days |
| 92 | Sprint Planning | 1 day |
| 93 | Development | 10 days |
| 94 | QA | 4 days |
| 95 | Bug Remediation | 1 day |
| 96 | Client Demonstration | 1 day |
| 97 | Sprint 2 - Data Model | 13 days |
| 98 | Sprint Planning | 1 day |
| 99 | Development | 10 days |
| 100 | QA | 4 days |
| 101 | Bug Remediation | 1 day |
| 102 | Client Demonstration | 1 day |
| 103 | Sprint 3 - Lobby/Committee Filing/eSofO | 13 days |
| 104 | Sprint Planning | 1 day |
| 105 | Development | 10 days |
| 106 | QA | 4 days |
| 107 | Bug Remediation | 1 day |
| 108 | Client Demonstration | 1 day |
| 109 | Sprint 4 - Candidate Filing (Committee Filers) | 13 days |
| 110 | Sprint Planning | 1 day |
| 111 | Development | 10 days |
| 112 | QA | 4 days |
| 113 | Bug Remediation | 1 day |
| 114 | Client Demonstration | 1 day |
| 115 | Sprint 5 - User Roles & Filers | 20 days |
| 116 | Sprint Planning | 1 day |
| 117 | Development | 17 days |
| 118 | QA | 4 days |
| 119 | Bug Remediation | 1 day |
| 120 | Client Demonstration | 1 day |

| | Task Name | Duration |
|-----|-----------------------------------------------------------------------|----------------|
| 121 | ▲ Sprint 6 - Back Office Functionality | 13 days |
| 122 | Sprint Planning | 1 day |
| 123 | Development | 10 days |
| 124 | QA | 4 days |
| 125 | Bug Remediation | 1 day |
| 126 | Client Demonstration | 1 day |
| 127 | ▲ Sprint 7 - E&O / F2F / LFF | 13 days |
| 128 | Sprint Planning | 1 day |
| 129 | Development | 10 days |
| 130 | QA | 4 days |
| 131 | Bug Remediation | 1 day |
| 132 | Client Demonstration | 1 day |
| 133 | ▲ Sprint 8 - Interfaces I (MILogin, CEPAS, OneSpan, CARS/QVF) | 13 days |
| 134 | Sprint Planning | 1 day |
| 135 | Development | 10 days |
| 136 | QA | 4 days |
| 137 | Bug Remediation | 1 day |
| 138 | Client Demonstration | 1 day |
| 139 | ▲ Sprint 9 - Interfaces II (Payment Tracking, WinRed, ActBlue) | 13 days |
| 140 | Sprint Planning | 1 day |
| 141 | Development | 10 days |
| 142 | QA | 4 days |
| 143 | Bug Remediation | 1 day |
| 144 | Client Demonstration | 1 day |
| 145 | ▲ Sprint 10 - Reporting / Templates / Notifications | 13 days |
| 146 | Sprint Planning | 1 day |
| 147 | Development | 10 days |
| 148 | QA | 4 days |
| 149 | Bug Remediation | 1 day |
| 150 | Client Demonstration | 1 day |

| | Task Name | Duration |
|-----|--------------------------------------------------------------------|----------------|
| 151 | ▸ Sprint 11 - Responsive Public Portal | 13 days |
| 152 | Sprint Planning | 1 day |
| 153 | Development | 10 days |
| 154 | QA | 4 days |
| 155 | Bug Remediation | 1 day |
| 156 | Client Demonstration | 1 day |
| 157 | ▸ Sprint 12 - Spillover | 23 days |
| 158 | Sprint Planning | 1 day |
| 159 | Development | 20 days |
| 160 | QA | 4 days |
| 161 | Bug Remediation | 1 day |
| 162 | Client Demonstration | 1 day |
| 163 | ▸ Production Readiness | 45 days |
| 164 | ▸ QA Sprint | 23 days |
| 165 | Sprint Planning | 1 day |
| 166 | Development (Hardening) | 20 days |
| 167 | QA | 0 days |
| 168 | Bug Remediation | 1 day |
| 169 | Client Demonstration | 1 day |
| 170 | ▸ UAT Cycle I | 11 days |
| 171 | Client UAT | 10 days |
| 172 | Bug Remediation | 10 days |
| 173 | Client Demonstration | 1 day |
| 174 | ▸ UAT Cycle II | 11 days |
| 175 | Client UAT | 10 days |
| 176 | Bug Remediation | 10 days |
| 177 | Client Demonstration | 1 day |
| 178 | ▸ Production | 55 days |
| 179 | ▸ Document Finalization (User Guide and Training Materials) | 22 days |
| 180 | Construct Training Materials & User Guide | 20 days |
| 181 | Submit Training Materials & User Guide | 1 day |
| 182 | Review and Comments | 1 day |
| 183 | Data Migration - Final Legacy Data Due | 0 days |
| 184 | Data Migration Event | 7 days |

| | Task Name ▼ | Duration ▼ |
|-----|---------------------------------------|----------------|
| 185 | ▸ Training | 11 days |
| 186 | Train the trainer: User Training | 5 days |
| 187 | Train the trainer: Admin Training | 5 days |
| 188 | System Go Live | 3 days |
| 189 | ▸ Close | 21 days |
| 190 | Post Go-Live Support/ Warranty Period | 1 mon |
| 191 | Transition to Operations | 1 day |

23. ADDITIONAL INFORMATION

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

SCHEDULE A – TABLE 1 – BUSINESS SPECIFICATION WORKSHEET

Instructions for Completing the Business Specifications Worksheet

Contractor commits to meeting each business Specification below. and as mutually agreed.

The Business Specifications Worksheet contains columns and is defined as follows:

Column A: Business Specification number.

NOTE:

- If there is a “**Mandatory Minimum**” section included in the Business Specifications Worksheet, any items listed under this section must be met by the Contractor to avoid disqualification. Further, Contractor must provide adequate documentation to support such Mandatory Minimum requirements.
- The “**Required**” section of the Business Specifications Worksheet lists items that the State requires to be part of the Solution. “Required” items will be evaluated and scored upon per the State evaluation process.
- The “**Optional**” section of the Business Specifications Worksheet lists items that are not required at the time of the solicitation but may be desired by the State in the future. Such “Optional” items will be evaluated and used in a best value award recommendation

Column B: Business Specification description.

Column C: Contractor must indicate how it will comply with the business Specification. Contractor must enter “**Y**” to one of the following:

- **Current Capability** – This capability is available in the proposed Solution with no additional configuration or cost
- **Requires Configuration** – This capability can be met through Contractor-supported changes to existing settings and application options as part of the initial implementation at no additional cost (e.g., setting naming conventions, creating user-defined fields).
- **Customizations to Software Required** – The requirement can be met through Contractor modifying the underlying source code, which can be completed as part of the initial implementation.
- **Future Enhancement** – This capability is a planned enhancement to the base software and will be available within the next 12 months of contract execution at no additional cost.
- **Not Available** – This capability is not currently available, and a future enhancement is not planned.

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

Customization is referred to a modification to the Solution's underlying source code, which can be completed as part of the initial implementation. All configuration changes or customization modifications made during the term of the awarded contract must be forward-compatible with future releases and be fully supported by the Contractor without additional costs.

Column D: The Contractor must also fully disclose how they will meet the requirements in the Contract. This column is for Contractor to describe how they will deliver the business Specification.

| A | B | C | | | | | | | D |
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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | MANDATORY MINIMUM REQUIREMENTS SECTION 1: COMPLIANCE WITH STATE/FEDERAL GUIDELINES and IT POLICIES | | | | | | | | |
| 1. | The solution must adhere to and comply with Election Law: <ul style="list-style-type: none"> • Michigan Campaign Finance Act Public Act 388 of 1976, as amended • Michigan Election Law, Public Act 116 of 1954 • Michigan Lobby Registration, Public Act 472 of 1978 • Michigan Legal Defense Fund, Public Act 288 of 2008 | Y | | | | | | | In the design and development of the Case Management Development Platform powered by Entellitrak (“the Platform”) used as the foundation for the MDOS Campaign Finance solution industry standard platform development protocols are used. Contractor Solution will be configured to meet the |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | <ul style="list-style-type: none"> • Michigan Casino Interest Registration, Public Act 74 of 1997 • Federal Election Campaign Act of 1971, as amended • Any additional public acts to amend any of the noted PA above (e.g. PA 119 of 2017). | | | | | | | | State's election law requirements, as laid out by the State in joint application development (JAD) sessions. |
| 2. | The solution must adhere to and comply with NIST SP 800-53 Rev 5.1, FIPS 199/200 Moderate-Impact Security Baseline Compliance determined under the organizational risk assessment. Receiving the State of Michigan, ATO in the end. The solution must adhere to and comply with State of | Y | | | | | | | The Platform and associated hosting is FedRAMP Moderate certified, thereby in compliance with NIST SP 800-53 Rev 5.1, FIPS 199/200 Moderate. Contractor will provide the FedRAMP package to the State, thereby allowing the State to pursue the ATO. |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | Michigan Information Technology policies, standards, and procedures. | | | | | | | | The solution will adhere to and comply with all State of Michigan Information Technology policies, standards, and procedures. |
| 3. | Bidder solution must have been successfully implemented in at least 1 other State and in a Go Live state at minimum of 1 year. | Y | | | | | | | The Platform was first put into production with a public agency in 2006 and is currently in production in the latest version with over 200 Federal and State agencies. |
| 4. | The solution must integrate with MILogin for public, external users, and internal SOM users. (e.g., Password Resets Using Identity | | Y | | | | | | The platform supports SSO authentication to integrate with the MILogin solution, as well as SAML 2.0, OAuth, or OpenID. In |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | Proofing, Multi Factor Authentication). | | | | | | | | <p>addition to a strong username/password authentication validation interface, the options available for 2 factor authentication include Active Directory, Authentication Portals, Smart Cards, and Identity Credential Access Management (ICAM) – both Personal Identification Verification (PIV) Cards and Common Access Cards (CAC).</p> <p>For Active Directory authentication through Lightweight Directory Access Protocol (LDAP), the platform</p> |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | supports several mechanisms such as Kerberos v4, and Java Naming & Directory Interface, as a way to perform an LDAP bind using the supplied credentials via a secure channel. LDAP Authentication can accept both Domain account and email address-based authentication. |
| 5. | The solution must be PCI-compliant and provide PCI Compliance documentation applicable to the redirect to CEPAS, including an | | Y | | | | | | Contractor's Platform will not collect any PCI data and will redirect users to CEPAS' checkout screens for the user to enter their payment information. Contractor's Platform will not |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | annual PCI Report on Compliance (ROC) and SAQ documentation. | | | | | | | | collect or store any PCI data in the system. Contractor will provide State required SAQ annually. |
| | REQUIREMENTS <u>SECTION 2:</u> ONLINE FILING SUBMISSION | | | | | | | | |
| 6. | The solution must allow for online submittal of campaign finance, lobby filings, and other submissions required pursuant to the laws and acts listed in minimum mandatory requirement number one (referred to as "BOE disclosure filings" hereafter) of this business | | Y | | | | | | The Platform is designed to be configurable to the needs of the State, and workflows can be adjusted to meet MI Campaign Finance laws and requirements. During the project management (configuration) portion of the |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | specification worksheet (e.g., statements of organizations, lobby registration, and financial reporting). | | | | | | | | project, Contractor's Project Management team will meet with key relevant stakeholders from the MI agency (Joint Application Development sessions). These sessions will uncover the fields and forms needed for the BOE disclosure filings, and the workflows/reports will be built into the system. |
| 7. | The solution must provide MDOS configurable guidance and instruction pop-ups throughout the | | Y | | | | | | The Platform has the ability for instructional pop-ups. The Platform implementation team will work in JAD sessions with the State to identify the content |

| A | B | C | | | | | | | D |
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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | submission process for all transaction types and sub-types. | | | | | | | | required, write the content, and subsequently deliver them during implementation. |
| 8. | The solution must allow imports from commonly used fundraising software (e.g., WinRed, ActBlue) based on standard file layout. | | Y | | | | | | The Platform provides the capability for imports from commonly used fundraising software and will plan to import from WinRed and ActBlue in addition to one other import such as from the MERTS system. Contractor presumes that 1 standard file layout will be used for all fundraising software utilized. |

| A | B | C | | | | | | | D |
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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| 9. | The solution must support the ability for filers to edit information in the system once it has been imported. | Y | | | | | | | Contractor will support the ability for filers to edit information in the system once it has been imported, in alignment with the business rules set by the organization. |
| 10. | The solution must support file cleanup features (e.g., adjust capital letters, check for similar text, remove blank lines) for imported files from end users. | | Y | | | | | | Contractor will provide de-duplication and address matching during the import parsing process in support of file cleanup needs. Data “cleanup” will not delete or change customer input, to ensure data integrity |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| 11. | The solution must allow end users to copy and paste information into data entry fields using MDOS configurable character limits. | Y | | | | | | | The Platform provides the capability to copy and paste information into data entry fields using MDOS configurable character limits as a core capability. |
| 12. | The solution must allow MDOS configurable error messages for situation-action assistance to aid end users when filing BOE disclosures. | | Y | | | | | | Contractor will support the ability for MDOS configurable error messages so long as MDOS provides the messages they wish to use in given situations. |
| 13. | The solution must support graphic and color-coded (with corresponding legend) icons for | | Y | | | | | | With configuration, the Platform can support graphic and color-coded icons for ease of |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | easily identifying categories of errors. | | | | | | | | identification of error categories. Colors may be selected by MDOS. |
| 14. | The solution must have a mechanism in place to process BOE payments received onsite, configurable by MDOS (roll up to Financial Accounts Receivable, Treasury on collections through CARS, State Treasury Accounts Receivable (STAR) receives funds for manual processing in CARS). | | Y | | | | | | Contractor provides for light configuration, such as adding names to drop down menus. Unless system users are trained, MDOS-specific advanced configuration to avoid downstream system breakage. However, technical administration users can be trained in advanced configuration if requested after go-live through our change |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | control process or a new time and materials contract. |
| 15. | The solution must include invoicing fees (CEPAS redirect), tracking, in-solution communication, referrals, amendments, error determination, complaints, report generation and searching capabilities. | | Y | | | | | | The Platform is capable of interfacing with a variety of payment solutions, including CEPAS. |
| 16. | The solution must allow Internal MDOS staff to enter (Add, Index, Search, save and/or Store) BOE disclosure filings into the online system when the material was | | Y | | | | | | As part of the core product, the Platform allows MDOS staff to upload scanned documents from their desktop into the solution using the State provided hardware. |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | received outside the system (e.g., mail, hand delivered). | | | | | | | | Contractor offers a direct scan step (escan) that integrates the scanner with the solution, to save the MDOS staff steps by scanning documents directly into the solution. This functionality is included in our solution. |
| 17. | The solution must allow external Public, MDOS and Customer(s) to select a category (e.g., Candidate, Political Action Committee, Political Party, Lobby) for their submission defined in the workflow. See Exhibit 1, Future State Process Map. | | Y | | | | | See Exhibit 1 | Contractor will configure the Platform to meet the workflow requirements of MDOS. The Access module is an add-on to the Case Management Development Platform that allows an unlimited number of external users, regulated by |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | <p>permissions, to electronically file, submit documents related to each file, and check the status of a case. Access is a Java EE-compliant Web-based module requiring no client-side installation of any software. Consequently, all processing is done on the application and database servers. This allows a larger volume of transactions to be stored without any effect on the speed of the Web browser portal where users input their data and/or view the status of individual cases. The Access</p> |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | module provides the following capabilities: <ul style="list-style-type: none"> • Secure interface that allows a filer to file the initial case/record and check the status of a filing • Email capability that sends email alerts about certain file processing activities, including the filing and addition of documents • User-friendly navigation |
| 18. | The solution must allow external Public, MDOS and Customer(s) to | | Y | | | | | | As specified, the Access module permits MDOS users to select |

| A | B | C | | | | | | | D |
|-------------------------------|--------------------------------------------------------|--------------------|------------------------|------------------------|--------------------|---------------|-------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | select an entity type (e.g., Individual, Corporation). | | | | | | | | from a set of entity types when creating a file. Contractor has, in the design and development of the platform, placed significant emphasis on controlling and reporting on data errors. These errors can damage data integrity and negatively impact the accuracy of searches, data retrievals, and reports generated by the system. Enhanced features such as drop-down menus enforce valid data choices and minimize the possibility of spelling errors, formatting errors, and incorrect |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | data selections. The platform also employs extensive data verification and error-checking capabilities to ensure that the entered data is correct and complete, according to specified parameters. |
| 19. | The solution must allow external Public, MDOS and Customer(s) to select a category for supporting miscellaneous areas, (e.g., Independent Expenditures, Public Funding, Legal Defense Fund) defined in the workflow model. See | | Y | | | | | See Exhibit 1 | The Contractor project management team will configure the Platform to meet the workflow requirements of MDOS. This includes configuration of the Access module to permit a category selection for miscellaneous areas which will be defined as |

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| | Exhibit 1, Future State Process Map. | | | | | | | | elements of the workflows, also modeled within the system through configuration prior to go-live. |
| 20. | The solution must allow external Public, MDOS and Customer(s) to select a Transaction (e.g., Registration Initial, Registration Amendment, Dissolution, Statement of Organization) for their submission defined in the workflow. See Exhibit 1, Future State Process Map. | | Y | | | | | See Exhibit 1 | Contractor will configure the Platform to meet the workflow requirements of MDOS. The Access module is an add-on to the Case Management Development Platform that allows an unlimited number of external users, regulated by permissions, to electronically file cases/records, submit documents related to each case/record, and check the |

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| | | | | | | | | | <p>status of a case/record. Access is a Java EE-compliant Web-based module requiring no client-side installation of any software. Consequently, all processing is done on the application and database servers. This allows a larger volume of transactions to be stored without any effect on the speed of the Web browser portal where users input their data and/or view the status of individual cases/records. Once a public individual files a case using the Access module, the</p> |

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| | | | | | | | | | individual and track the status of the filing. The filing then goes to the backend portion of the system for MDOS staff to move the file through the workflow process. |
| 21. | The solution must allow external Public, MDOS and Customer(s) to add BOE disclosure filings related (e.g., Identification, Statement of Organizations, Statements, Reports, complaints, dissolutions) document through an online system. | | Y | | | | | | Contractor will configure the Platform to meet the workflow requirements of MDOS, which includes upload of documents through a public portal. These features are configurable with our Access Module or with an API to another online system, determined during the JAD |

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| | | | | | | | | | sessions and configured prior to go-live. |
| 22. | The solution must allow external Public, MDOS and Customer(s) to submit (e.g., Uploads, JPEG, Software) BOE disclosure filing(s) related documents through an online system to be defined. | | Y | | | | | | Contractor will configure the Platform to meet the workflow requirements of MDOS, which includes upload of documents through a public portal. This is configured through our Access Module. |
| 23. | The solution must allow external Public, MDOS and Customer(s) to request and receive BOE disclosure filing(s) related (e.g., | | Y | | | | | | Contractor will configure the Platform to meet the workflow requirements of MDOS, which includes requesting and receiving documents through a |

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| | reports, information, questions) through an online system. | | | | | | | | public portal. This is configured through our Access Module. |
| 24. | The solution must provide the initial review of eligibility, sending approval and declinations to the Internal MDOS staff and customers including any referrals to regulatory. | | Y | | | | | | Contractor will configure the Platform to meet the workflow requirements of MDOS, which includes notifications, approvals, and declinations. This is configured through our Access Module. |
| 25. | The solution must allow Internal MDOS staff to determine eligibility (e.g., candidates and/or ballot questions, validate committee creation, determine compliance for ballot listing, send notifications of | | Y | | | | | See Exhibit 1 | Contractor will configure the Platform to meet the workflow requirements of MDOS, which includes the ability to determine eligibility and provide various notifications and follow-up |

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| | confirmation/declination) and allow further correspondences defined in the workflow model. See Exhibit 1, Future State Process Map. | | | | | | | | correspondence as needed. Parts of this process can also be automated through the configuration of the system. For instance, if committee creation occurs for a particular number of committee numbers, the system can be configured to automatically populate committees with a specific number of participants and email notifications to those participants. These are configurable features of the Platform and can be determined at JAD sessions. |

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| 26. | The solution must allow Internal MDOS staff to configure the system to automatically assign a filer to an MDOS business area based on the selected category. | | Y | | | | | | Contractor will configure the Platform to meet the workflow requirements of MDOS, which includes automatic filer assignment. As an example, once a member of the public uses the configured Access module to file a category, the system can be configured to assign the file to a designated set of back-system users, according to designation criteria. |
| 27. | The solution must allow Internal MDOS staff to reassign a filer and subtasks in and out of MDOS business areas with | | Y | | | | | See Exhibit 1 | Generally, our experience of this configuration is that we permit managers to reassign filer and subtasks in the event that the |

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| | notes/instructions, as needed, throughout the workflow. See Exhibit 1, Future State Process Map. | | | | | | | | original assignment needed to shift. |
| 28. | The solution must allow Internal MDOS staff to assign the subtasks of a filer to other MDOS staff with necessary notes/instructions throughout the workflow. See Exhibit 1, Future State Process Map. | | Y | | | | | See Exhibit 1 | Generally, our experience of this configuration is that we permit managers to reassign filer and subtasks in the event that the original assignment needed to shift. After Go Live, MDOS will be able to assign subtasks to other MDOS staff. |
| 29. | The solution must allow Internal MDOS staff to retrieve, link, store procedures, administrative rules, | | Y | | | | | See Exhibit 1 | Contractor will configure the Platform to meet the workflow requirements of MDOS, which |

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| | and other necessary reference/instructions throughout the workflow to be defined. See Exhibit 1, Future State Process Map. | | | | | | | | includes manipulation of procedures, administrative rules and any other necessary references or instructions throughout the workflow. |
| 30. | The solution must timestamp all filings, Campaign Finance Statements and/or Report(s) activity documents. | | Y | | | | | | The Platform provides an audit of all system activity, and a field specifically for timestamp of receipt can be configured in conjunction with the audit. The platform provides comprehensive system logging that collects and preserves a complete audit history on every action and record in the system. This read-only audit log tracks |

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| | | | | | | | | | <p>all data entry, modification, and update actions. These actions are tracked by user identification; the user's IP address, the actions taken, the data entered, accessed, or modified; and the date and time of the actions. The administrator can manage and maintain audit logs that may be kept on the application for as long as required. Only an administrator with the appropriate permission has the capability to archive audit logs. Archived audit logs are stored in a condensed</p> |

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| | | | | | | | | | <p>format and can be retrieved at any time.</p> <p>The platform data retention capability can be configured to match any record retention policies, and to archive and store any required records.</p> <p>The configuration of the system can add the timestamp of the initial filing activity with the file itself for deadline scheduling and calendaring.</p> |
| 31. | The solution must provide Internal MDOS staff presentation of the | | Y | | | | | | The Platform allows for most recent versions to be shared |

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| | most current versions on documents, retaining history set to public, external and internal display(s). | | | | | | | | both internally and externally. Contractor's advanced role-based permissions also enable role groups to have permissions for each field within the system. Contractor will configure the system to retain the history set to public, internal, and external displays. |
| 32. | The solution must allow Internal MDOS to determine and respond for Errors and Omission of Customers, flagging errored document throughout the workflow | | Y | | | | | See Exhibit 1 | Contractor has, in the design and development of the platform, placed significant emphasis on controlling and reporting on data errors. These errors can damage data integrity and negatively impact the |

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| | defined in the workflow. See Exhibit 1, Future State Process Map. | | | | | | | | accuracy of searches, data retrievals, and reports generated by the system. Enhanced features such as drop-down menus enforce valid data choices and minimize the possibility of spelling errors, formatting errors, and incorrect data selections. The platform also employs extensive data verification and error-checking capabilities to ensure that the entered data is correct and complete, according to specified parameters. Errors encountered during data verification generate |

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| | | | | | | | | | intuitive messages that provide the user with information on the condition causing the error and how to correct it. Additionally, the platform automatically tracks data entry, modifications, or update actions using audit logs that can be accessed by an administrator with the appropriate permissions. This function can be performed through configuration. |
| 33. | The solution must allow Internal MDOS staff to accept complaints, send notifications of pre-resolution related items, during resolution and | | Y | | | | | | As a case management development platform, the platform is configured during project management to enable |

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| | allow further correspondences including referrals to regulatory and Election Canvassing Board, setting approval or non-approval. | | | | | | | | the stated workflow functions, including, but not limited to accepting complaints, notifications of pre-resolution items, further correspondences, including referrals. The solution provides this capability through basic workflow functionality. |
| 34. | The solution must present users with a dashboard based on roles, with features and functions defined in Dashboard Example, Exhibit 2. | | Y | | | | | See Exhibit 2 | Contractor will configure the Platform with a configured dashboard for reach role type, associated with the user's role in role-based permissions, and narrowed to the features and functions associated and limited |

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| | | | | | | | | | to the filings that s/he is permitted to view. |
| | REQUIREMENTS <u>SECTION 3:</u> ID | | | | | | | | |
| 35. | The solution must have an automatic generated numbering system for unique identification of all filers, subtasks, and invoices. | | Y | | | | | | The solution provides a unique identifier by filer and can be configured to extend that unique identifier to subtasks and invoices. This is an inherent feature of the Platform, and it ensures that the numbering is unique for each filer, subtask, and invoice, as well as ensures that numbers are never |

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| | | | | | | | | | repeated. Any unique identifying number may also have a lettering system, such as ST-1060 to indicate the ID type as well as the number. |
| 36. | The solution must allow certain filers to have multiple active filings in process at the same time (e.g., for committees, registrants). | Y | | | | | | | The Platform does permit public filers to have multiple active filings in process at the same time. This requirement is an inherent system function. . If necessary, the workflow can cap the number of active filings a person can have. |
| 37. | The system must allow multiple filings from the same filer to be | Y | | | | | | | The platform permits and stores all filings filed under the same |

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| | aggregated under the same filer account. | | | | | | | | account within the system. Using the advanced search feature, a user of the system with the appropriate permissions will be able to search for any field within the system, including a user and all filings associated with that user. |
| 38. | The solution must allow a filer to be separated into multiple subtasks but remain trackable under the original filer ID. | | Y | | | | | | During the JAD sessions, the Professional services team will gather the subtasks within each task. The separation of these tasks can be trackable under the original filer ID. The solution |

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| | | | | | | | | | can provide this capability with configuration. |
| 39. | The solution must include geo-coded/geospatial features to support future geo-enabled election functionality (ability for solution to identify if a candidate filing to run for an office was eligible based on geo data for precinct, jurisdiction, etc.) | | | Y | | | | | The Platform currently has the features to support future geo-enabled functionality. This has not been built into the proposed pricing given that MDOS does not yet have specifications for this future need. When MDOS is ready to develop this additional functionality, Contractor will work with MDOS to document the specifications and Contractor will then evaluate the specifications and provide the |

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| | | | | | | | | | associated costs to develop the new features/functionality. |
| | REQUIREMENTS SECTION 4: CALCULATION OF FEES | | | | | | | | |
| 40. | The solution must calculate and record the calculation steps of an estimated BOE disclosure filing(s) committee statement fee(s), based on threshold limit, configurable. See Exhibit 3, Late Filing Fees Example. | | Y | | | | | See Exhibit 3 | The Platform will be able to provide this information, based upon MDOS provided algorithms, display and store it in the designated field. . Once the system is live, these fees will be able to populate based on the use of the system and |

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| | | | | | | | | | which fees are required for the fee type being processed. |
| 41. | The solution must calculate and record the calculation steps of the actual BOE disclosure filing(s) committee statement fee(s), based on threshold limit, configurable. | | Y | | | | | | The Platform will be able to provide this information, based upon MDOS provided algorithms, display and store it in the designated field. The Platform provides comprehensive system logging that collects and preserves a complete audit history on every action and record in the system. This read-only audit log tracks all data entry, modification, and update actions. These actions are tracked by user |

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| | | | | | | | | | <p>identification; the user's IP address, the actions taken, the data entered, accessed, or modified; and the date and time of the actions. The administrator can manage and maintain audit logs that may be kept on the application for as long as required. Only an administrator with the appropriate permission has the capability to archive audit logs. Archived audit logs are stored in a condensed format and can be retrieved at any time.</p> |

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| | | | | | | | | | The platform data retention capability can be configured to match any record retention policies, and to archive and store any required records. |
| 42. | The solution must calculate and record the calculation steps of the late fee for invoicing on BOE disclosure filing(s) activities overdue based on a calendar to current date, configurable. Allow override and/or exempt payment(s) and referrals for collection. | | Y | | | | | | The Platform will be able to provide this information, based upon MDOS provided algorithms, display and store it in the designated field. The system is based on role-based permissions which will allow/restrict permission to override exempt payments and referrals in the system. Contractor will build all |

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| | | | | | | | | | necessary roles during implementation and assign users to those roles based upon MDOS direction and after consideration of potential risk to downstream processes. |
| 43. | The solution must calculate and record the calculation steps of an accumulated (e.g., multiple fees that one committee may owe) Late Fee(s) for invoicing on BOE disclosure filing(s) activities overdue based on a calendar to current date, configurable. Allow | | Y | | | | | | The Platform will be able to provide this information, based upon MDOS provided algorithms, display and store it in the designated field. The system is based on role-based permissions which will allow/restrict permission to override exempt payments and referrals in the system. |

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| | override and/or exempt payment(s) and referrals for collection. | | | | | | | | Contractor will build all necessary roles during implementation and assign to those roles based upon MDOS direction and after consideration of potential risk to downstream processes. |
| 44. | The solution must calculate and record the calculation steps of an accumulated Late Fee(s) for invoicing on BOE disclosure filing(s) activities overdue based on a calendar to current date, configurable. Allow override and/or | | Y | | | | | | The Platform will be able to provide this information, based upon MDOS provided algorithms, display and store it in the designated field. The system is based on role-based permissions which will allow/restrict permission to override exempt payments and |

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| | exempt payment(s) and referrals for collection. | | | | | | | | referrals in the system. Contractor will build all necessary roles during implementation and assign to those roles based upon MDOS direction and after consideration of potential risk to downstream processes. |
| 45. | The solution must allow the ability to override an actual/estimated fee calculation (exceptions). | | Y | | | | | | The system is based on role-based permissions which will allow/restrict permission to override actual/estimated fee calculations in the system. Contractor will build all necessary roles during implementation and assign to |

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| | | | | | | | | | those roles based upon MDOS direction and after consideration of potential risk to downstream processes. |
| 46. | The solution must allow MDOS users to configure and edit the calculation of fees without vendor action. | | | Y | | | | | The ability to re-configure the algorithm can be set for user-adjustment by MDOS authorized personnel. The algorithm can be updated if/when the law changes through Contractor's change control process. Once appropriately configured, the fees are calculated based on which filings are being filed. |

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| 47. | The solution must allow MDOS users to manually enter the payment amount and type received from different sources for payments and different customers for payment that were received outside of the system, such as through cash and checks (e.g., a \$40 filing fee was paid for via \$25 in cash and \$15 from check #1277). | | Y | | | | | | Manual entry is a standard capability of the solution. Contractor will configure the solution to the specific fields of payment amount, payment type, and customer for manual entry. |
| 48. | The solution must allow the ability to provide and display a list of delinquent customers based on parameters configured and defined by MDOS. | | Y | | | | | | The solution provides the ability to display a variety of lists, based upon MDOS parameters. The specific needs, such as a list of delinquent customers, will |

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| | | | | | | | | | be configured during JAD sessions with MDOS definition. |
| 49. | The solution must allow for the payment, lookup, callback and flagging of payments received electronically. | | Y | | | | | | The solution will be configured to meet MDOS specific payment type workflows and statuses as indicated. These are configured into the system. |
| | REQUIREMENTS <u>SECTION 6:</u> IN-SOLUTION COMMUNICATION | | | | | | | | |
| 50. | The solution must have the functionality for MDOS staff to communicate with filers via both | | Y | | | | | | Email notifications are a standard capability of the solution. Specific automated |

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| | configurable automated and manually initiated emails. | | | | | | | | emails will be configured as part of JAD sessions during implementation as defined by MDOS. |
| 51. | The solution must have a configurable functionality to send alerts, notifications, and reminders throughout the workflow (different stages/steps of workflow) at certain triggers. See Exhibit 1, Future State Process Map. | | Y | | | | | See Exhibit 1 | Email notifications, alerts, and reminders are a standard capability of the solution. Automation of triggers in association with the workflow will be configured as part of JAD sessions during implementation as defined by MDOS. |
| OPTIONAL SECTION 6: IN-SOLUTION COMMUNICATION | | | | | | | | | |

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| 52. | The solution should have the ability for MDOS staff to communicate with other MDOS staff throughout the workflow (different stages/steps of the workflow) with a chat functionality. See Exhibit 1, Future State Process Map. | | | | | Y | | See Exhibit 1 | <p>Contractor strongly recommends against an integrated chat function, given FedRAMP compliance requirements and PII concerns. Any chat functionality included in this system could potentially compromise the security of the system.</p> <p>In addition, due to the nature of the free-form text/content that a chat functionality provides, this could quickly become a risk to the MDOS organization as this content would be included in a FOIA requirement That said, we</p> |

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| | | | | | | | | | could integrate with a third-party solution if desired, contingent upon approval from the MDOS security team. We recommend using an external chat software for communication instead, which does not create the same security issues. |
| | REQUIREMENTS <u>SECTION - 7</u> BOE DISCLOSURE FILING(S) TEMPLATES | | | | | | | | |
| 53. | The solution must provide for templates that may be used for automated and manual electronic correspondence with requestors. | | Y | | | | | | The solution provides for the capability for unlimited templates for both automated and manual electronic |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | messaging. Contractor will provide 50 notification and template documents pre-created for MDOS and included at no extra cost. |
| 54. | The solution must have pre-created templates approved by MDOS available as part of Go-Live. (e.g., letters, reports) | | Y | | | | | | The solution provides for the capability for unlimited templates. Contractor will provide 50 notification and template documents pre-created for MDOS and included at no extra cost. |
| 55. | The solution must allow only MDOS users in the appropriate role to configure, change, format, and edit | Y | | | | | | | The solution provides role-based permissions as a standard capability. To protect |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | template language and content, and without requiring vendor action. | | | | | | | | <p>data on a hierarchical and need-to-know basis, the platform features role-based access controls assigning a profile to an individual or group of users (internal and/or external), with specifications for the data they are allowed to create, read, edit, or delete.</p> <p>Permissions can be assigned to user, role, office, organization, and hierarchy. Role-based permissions limit access to sensitive information. Specific permissions can be assigned at the record type level, field level,</p> |

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| | | | | | | | | | <p>and based on the approval/workflow status of a record. Only the administrator can modify system permissions, assigning them to various users and groups. When a user does not have permission to access data, it is completely redacted from their view of the system. This includes redaction of searches and reports. During implementation, Contractor will set up functional roles based on the needs of MDOS and assign users to the various specific role applicable to their function.</p> |

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| | | | | | | | | | MDOS users assigned to each role and can read/write/view/edit as permitted by that role as defined by MDOS. |
| 56. | The solution must provide templates that use common assets, changeable by MDOS users in the appropriate role to configure without vendor action, for common template sections (such as letterhead) so that a change to the common asset changes the appearance of all templates that use that common asset. | | Y | | | | | | Contractor will provide the capability to provide this function for MDOS, however, best practice is to permit Contractor to provide asset changes, so that a Quality Assurance check is performed on the new asset prior to migrating into the production environment to ensure that no |

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| | | | | | | | | | unforeseen errors are created as a result. |
| 57. | The solution must have configurable autofill templates with required fields such as filer number, fees, filer name, address, email address, etc., as applicable. | | Y | | | | | | The Platform will provide this capability and allows the user to include the required fields as defined by MDOS. Contractor has, in the design and development of the platform, placed significant emphasis on controlling and reporting on data errors. These errors can damage data integrity and negatively impact the accuracy of searches, data retrievals, and reports generated by the system. Enhanced features |

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| | | | | | | | | | <p>such as drop-down menus enforce valid data choices and minimize the possibility of spelling errors, formatting errors, and incorrect data selections. The platform also employs extensive data verification and error-checking capabilities to ensure that the entered data is correct and complete, according to specified parameters. Errors encountered during data verification generate intuitive messages that provide the user with information on the condition causing the error and</p> |

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| | | | | | | | | | how to correct it. Additionally, the platform automatically tracks data entry, modifications, or update actions using audit logs that can be accessed by an administrator with the appropriate permission. |
| | REQUIREMENTS <u>SECTION - 8</u> TRACKING, SEARCHING, SORTING, AND PRIORITIZING OF FILINGS | | | | | | | | |
| 58. | The solution must allow an ability to MDOS staff to track the status of a filing. | Y | | | | | | | The platform will provide all the data elements and processing capabilities needed for the agency's specific case and business process management |



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| | | | | | | | | | <p>activities. In addition to the out-of-the-box capabilities of the platform, Contractor has designed the system to be a highly configurable application that allows organizations to tailor data elements, data entry forms, instructions, terminology, workflow, and business rules throughout the application to client-specific requirements for both increased comprehension and ease of use without the need for custom programming on the platform's source code.</p> |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| 59. | The solution must allow an ability to MDOS staff to track the status/progress of a filing throughout the workflow. See Exhibit 1, Future State Process Map. | Y | | | | | | See Exhibit 1 | The platform will provide all the data elements and processing capabilities needed for the agency's specific case and business process management activities. In addition to the out-of-the-box capabilities of the platform, Contractor has designed the system to be a highly configurable application that allows organizations to tailor data elements, data entry forms, instructions, terminology, workflow, and business rules throughout the application to client-specific requirements for |

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| | | | | | | | | | both increased comprehension and ease of use without the need for custom programming on the platform's source code. |
| 60. | The solution must allow MDOS staff to override/change the status of filings. | | Y | | | | | | The solution provides role-based permissions as a standard capability; Contractor can set up a role for MDOS staff that allows them to override/change the status of filings. During implementation, Contractor will set up this role and assign users as directed by MDOS and after consideration |

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| | | | | | | | | | of potential risk to downstream processes. |
| 61. | The solution must provide a functionality to MDOS staff to search and track filings, invoices, and other related material. | Y | | | | | | | The platform provides users with a powerful, multi-level searching capability. Users are able to search any data captured within the system. Additionally, the platform's search engine allows users to set parameters such as "greater than," "less than," or "equal to." The user's role and permissions determine what results are displayed; a user cannot see a |

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| | | | | | | | | | record that he/she is not supposed to see. |
| 62. | The solution must have the configurable functionality to allow MDOS staff to flag and/or prioritize a filing. | | Y | | | | | | This capability can be added to the system with minimal configuration. As an example, Contractor can configure a status priority field (drop down) which can permit an end user with appropriate permissions to update/flag a filing with an alterable priority. The exact dropdown selections can be determined during a JAD session. |

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| 63. | The solution must have the configurable functionality to allow MDOS staff to flag filers. | | Y | | | | | | This capability can be added to the system with minimal configuration. As an example, a JAD session can determine that this flag would permit MDOS Staff to flag a filer who meets particular criteria. |
| 64. | The solution must have the functionality for MDOS staff to sort filings. (e.g., by date, user, filing #, priority, flag). | Y | | | | | | | The platform provides users with a powerful, multi-level searching capability. Users are able to search any data captured within the system. Additionally, the platform's search engine allows users to set parameters such as "greater than," "less than," or "equal to." |

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| | | | | | | | | | The user's role and permissions determine what results are displayed; a user cannot see a record that he/she is not supposed to see. |
| 65. | The solution must have the functionality for MDOS to configure and calculate deadlines and due dates without action by the vendor. | | Y | | | | | | This capability can be added to the system with minimal configuration, and an algorithm to perform the calculation. During the project management phase of this project, project and filing deadlines can be configured into the system and auto calculate. As an example, this configuration can calculate 30 business days and not count |

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| | | | | | | | | | weekends or holidays which are programmed into the system. Therefore, when someone is assigned a particular filing type, the system can calculate deadlines for MDOS work. |
| 66. | The solution should provide an ability to filers to track the status of their filing. | Y | | | | | | | Contractor will configure this functionality into the system, which publishes the current status of the filing on the Access Module for the individual's file. |
| | REQUIREMENTS <u>SECTION - 9</u> REPORTS | | | | | | | | |

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| 67. | The solution must have report generation functionality. | Y | | | | | | | <p>The platform provides a set of pre-formatted reports that allow SOM personnel to provide senior staff and management with reports and statistical updates as needed. In addition, SOM-specific reports can be configured within the application to support SOM needs.</p> <p>The platform also offers a robust report generation and design capability which provides users with the ability to generate and format ad hoc reports. The Report Builder module offers these ad hoc capabilities</p> |

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| | | | | | | | | | through a user-friendly interface and provides a variety of options for report output including HTML documents, Microsoft Word documents, Microsoft Excel spreadsheets, and PDF documents. The platform also has an integrated Web-based data dictionary to aid in the generation of SQL queries | |
| 68. | The solution must support up to 25 canned reports (e.g., Attorney General Referral report, Candidate listing report, universal file report) See Exhibit 4, AG Referral Report Example, Exhibit 5, Candidate Listing Report Example, and Exhibit | | | | Y | | | | See Exhibit 4, Exhibit 5, and Exhibit 6 | Contractor will build these canned reports as part of the custom development for MDOS. The platform provides a set of pre-formatted reports that allow MDOS personnel to provide |

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| | 6, Universal File Report) with the initial implementation. | | | | | | | | <p>senior staff and management with reports and statistical updates as necessary. In addition, MDOS-specific reports can be configured within the application to support MDOS needs.</p> <p>The platform also offers a robust report generation and design capability which provides users with the ability to generate and format ad hoc reports. The Report Builder module offers these ad hoc capabilities through a user-friendly interface and provides a variety of options</p> |

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| | | | | | | | | | for report output including HTML documents, Microsoft Word documents, Microsoft Excel spreadsheets, and PDF documents. The platform also has an integrated Web-based data dictionary to aid in the generation of SQL queries using software within the system. |
| 69. | <p>The solution's report functionality must include but not be limited to:</p> <ul style="list-style-type: none"> • Filters • Sort order • Ability to schedule reports to run automatically • Change date range | Y | | | | | | | As specified within business specification 68 above, this functionality is available in the Platform. |

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| 70. | The solution must have the functionality to create ad-hoc reports and save the ad-hoc report's parameters. | | Y | | | | | | MDOS will have the capability to run ad hoc reports by specifying parameters in specific fields to receive back the desired data. Users are able to include any data captured within the system. The platform also allows users to set parameters such as "greater than," "less than," or "equal to" in their report criteria. The user's role and permissions determine what results are displayed; a user cannot see a |

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| | | | | | | | | | record that he/she is not supposed to see. |
| 71. | The solution must have the functionality of presenting the report information through different views such as data view and statistical view (including but not limited to bar chart, pie chart, column chart, etc.) | | Y | | | | | | The platform allows for reports to be presented through specific views. Contractor recommends that the system integrate with the Data & Insights solution, already subscribed to by DTMB, to provide all of the requested data report views. |
| 72. | The solution must allow reports to be managed/controlled by appropriate roles. | Y | | | | | | | Permissions can be assigned to user, role, office, organization, and hierarchy. Role-based permissions limit access to sensitive information. Specific |

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| | | | | | | | | | <p>permissions can be assigned at the record type level, field level, and based on the approval/workflow status of a record. Only the administrator can modify system permissions, assigning them to various users and groups. When a user does not have permission to access data, it is completely redacted from their view of the system. This includes redaction of searches and reports. To protect data on a hierarchical and need-to-know basis, the platform features role-based</p> |

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| | | | | | | | | | access controls assigning a profile to an individual or group of users (internal and/or external), with specifications for the data they are allowed to create, read, edit, or delete.. |
| 73. | <p>The solution must provide reports to assist with monitoring the use, security, and functionality of the system, including but not limited to:</p> <ul style="list-style-type: none"> A report of all users in the system, their role in the system, and whether their account is active or disabled (and date(s) the account was activated/disabled) | | | Y | | | | | Contractor will provide 25 system reports, and 5 administrative reports (per this requirement), as part of the offered solution. Administrative reports can be provided in Excel format, or other common method. |

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| | <ul style="list-style-type: none"> • Daily payment transaction report • CEPAS reports • Refund reconciliation report • Date of last log in report for all users • Daily audit trail of system activity • Audit trail of activity by user • Audit report | | | | | | | | |
| 74. | The solution must have the functionality of scheduling reports on meeting MDOS user-configurable conditions. | | Y | | | | | | Contractor will configure scheduled reports, to be determined during JAD sessions. One item the Platform cannot complete is scheduled reports based on information of |

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| | | | | | | | | | the system at a particular point in time. |
| 75. | The solution must be able to export reports to Excel and PDF format. | Y | | | | | | | The Report Builder module offers these ad hoc capabilities through a user-friendly interface and provides a variety of options for report output including HTML documents, Microsoft Word documents, Microsoft Excel spreadsheets, and PDF documents. |
| 76. | The solution must have the functionality of downloading, viewing, as well as sending the report electronically to certain | | Y | | | | | | The ability to download, view, and electronically sending reports to groups or individuals is an inherent feature of the |

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| | recipients (or predefined and /or teams/groups). | | | | | | | | Platform, the only requirement necessary is that the role-based permissions must permit the user the ability to see all of the data and edit all of the days they are pulling the report on. |
| 77. | The solution must have the functionality to generate the reports using all the modules of application at the same time. | Y | | | | | | | This function is an inherent part of the solution, the only requirement necessary is that the role-based permissions must permit the user the ability to see all of the data and edit all of the days they are pulling the report on. |

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| | OPTIONAL <u>SECTION - 9</u> REPORTS | | | | | | | | |
| 78. | The solution reporting tool should have user-configurable automated generation and electronic sending of reports. | | | Y | | | | | <p>The platform provides a set of pre-formatted reports that allow MDOS personnel to provide senior staff and management with reports and statistical updates as necessary. In addition, MDOS-specific reports can be configured within the application to support MDOS needs.</p> <p>The platform also offers a robust report generation and design</p> |

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| | | | | | | | | | <p>capability which provides users with the ability to generate and format ad hoc reports. The Report Builder module offers these ad hoc capabilities through a user-friendly interface and provides a variety of options for report output including HTML documents, Microsoft Word documents, Microsoft Excel spreadsheets, and PDF documents. The platform also has an integrated Web-based data dictionary to aid in the generation of SQL queries using</p> |

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| | | | | | | | | | the entelliSQL within the system. |
| | REQUIREMENTS <u>SECTION - 10</u> SECURITY | | | | | | | | |
| 79. | The solution must include contiguous annual SOC 2 Type II compliance for the five AICPA Trust Criteria: Security, Availability, Processing Integrity, Confidentiality, and Privacy. | Y | | | | | | | Contractor will provide a contiguous annual SOC 2 Type II compliance audit as a component of this offering by go-live. |
| 80. | The solution must allow for the creation of multiple user roles with varied (configurable) system access and capabilities. | Y | | | | | | | To protect data on a hierarchical and need-to-know basis, the platform features role-based access controls assigning a |

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| | | | | | | | | | <p>profile to an individual or group of users (internal and/or external), with specifications for the data they are allowed to create, read, edit, or delete. Permissions can be assigned to user, role, office, organization, and hierarchy. Role-based permissions limit access to sensitive information. Specific permissions can be assigned at the record type level, field level, and based on the approval/workflow status of a record. Only the administrator can modify system permissions,</p> |

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| | | | | | | | | | assigning them to various users and groups. When a user does not have permission to access data, it is completely redacted from their view of the system. This includes redaction of searches and reports. |
| 81. | The solution must allow for the creation of an administrator role that does not have the security-related capabilities assigned to the Security Administrator role. | | Y | | | | | | The Platform's administrator role can be different from the security administrator role. The specific role-based permissions of both roles are discussed and discovered at the JAD sessions. |
| 82. | The solution must allow for a separate Security Administrator that | | Y | | | | | | Using the Platform's built-in role-based permissions, as an |

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| | does not have the system-related capabilities assigned to the Administrator role or any other role in the system. | | | | | | | | inherent feature of the Platform, Contractor will create a security role that does not have the system-related capabilities assigned to the administrator role or any other role in the system. |
| 83. | The solution must allow for the disabling or deletion of any single system administrator role that would have access to both system and security related capabilities. | | Y | | | | | | Contractor will lock all MDOS employees out of the single system administrator role, to ensure that no MDOS employee will have access to both system and security related capabilities. |

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| 84. | The solution will not store credit card information. | Y | | | | | PCI | | In order to meet PCI compliance, the solution will not store credit card information. Since the Platform will only serve as an interface point with the SOM payment portal. |
| 85. | System Roles: A. MDOS Security Administrator <ul style="list-style-type: none"> • Able to add/remove users • Able to change user roles • Cannot do anything else in the application (ex: cannot process filings) • Security reports B. MDOS System Administrator <ul style="list-style-type: none"> • Able to edit templates & some settings | | Y | | | | AC | | Contractor will configure these roles as part of the implementation process. The platform features role-based access controls assigning a profile to an individual or group of users (internal and/or external), with specifications for the data they are allowed to create, read, edit, or delete. |

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| | <ul style="list-style-type: none"> • Able to edit user role functions • Cannot do anything else in the application (ex: cannot process filings) • Security Reports C. No “All Powerful” system admin user role | | | | | | | | <p>Permissions can be assigned to user, role, office, organization, and hierarchy. Role-based permissions limit access to sensitive information.</p> <p>Specific permissions can be assigned at the record type level, field level, and based on the approval/workflow status of a record. Only the administrator can modify system permissions, assigning them to various users and groups. When a user does not have permission to access data, it is completely redacted from their view of the system.</p> |

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| | | | | | | | | | This includes redaction of searches and reports. |
| 86. | Vendor must follow the SUITE process and assist with the system security plan (SSP) process managed with the State's Governance Risk and Compliance Tool (Keylight) (SA-02). | | Y | | | | | Security/SO M Policy | Contractor will provide consultation to the State to assist during the system security plan process as needed. |
| 87. | Document the maintenance plan including the request, approval, and record keeping methodology (MA-02). | Y | | | | | | Security/SO M Policy | Following go-live, the Platform will be transitioned to our maintenance and support team, which will provide the maintenance plan, including the request, approval, and record |

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| | | | | | | | | | keeping methodology. As stated, the Platform support and maintenance will cover Tier 3 and Tier 4 support. |
| 88. | Vendor to provide ongoing annual contiguous SOC 2 Type II report for the Application and ongoing annual contiguous SOC 2 Type II report for Hosting for the five AICPA Trust Criteria: Security, Availability, Processing Integrity, Confidentiality, and Privacy. | Y | | | | | | Security/SOM Policy Minimum mandatory requirement for vendor-hosted systems | Contractor will provide a contiguous annual SOC 2 Type II compliance audit as a component of this offering. |
| 89. | Provide AICPA Complementary User Entity controls in place by vendor for any subservice | Y | | | | | | Security/SOM Policy | Contractor provides similar information on the current system via our FedRAMP Moderate authorization. |

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| | organizations used (AWS, Azure, etc.) as defined in the SOC report. | | | | | | | | Contractor is in the process of obtaining SOC 2 Type II certification which is expected to be completed well in advance of deployment. Contractor will provide a contiguous annual SOC 2 Type II compliance audit as a component of this offering. The report includes AICPA Complementary User Entity controls in place. |
| 90. | Provide a list of all subservice organizations and their associated products that are used to host, maintain, provide additional services, or build the application. | Y | | | | | | Security/SOM Policy | Contractor has provided this table previously in SCHEDULE A – STATEMENT OF WORK, Section 4 IT Environment Responsibilities. As a benefit of |

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| | | | | | | | | | continuing a partnership with Contractor, all products and services are Contractor-specific, providing the State with one unified solution, a consistent support team. |
| 91. | If externally hosted, the data (including test, production, backup/recovery data) must be hosted only in the United States. | Y | | | | | | Security/SO M Policy | All live and Disaster Recovery system data is strictly US-hosted to maintain compliance with our FedRAMP authorization. |
| 92. | The information system automatically disables inactive user accounts after 60 days and system accounts after 365 days. | | Y | | | | AC-02(3) | | The administration for login/activation/disable user accounts can be set at any |

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| | | | | | | | | | interval and is fully configurable for the Platform. |
| 93. | No temporary, emergency, or group accounts. | Y | | | | | AC | | The platform doesn't permit temporary, emergency, or group accounts. |
| 94. | If externally hosted, the data must be hosted in a FedRAMP moderate authorized environment. | Y | | | | | | Security/SOM Policy | The Platform and its associated external hosting is FedRAMP Moderate authorized. |
| 95. | If externally hosted, the data should be stored in the government cloud (as opposed to commercial cloud) if one exists. | Y | | | | | | Security/SOM Policy | Tyler maintains a FedRAMP Moderation authorization of our SaaS offering utilizing a FedRAMP authorized hosting provider. |

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| 96. | The information system automatically documents account creation, modification, disabling, and removal actions. | Y | | | | | AC-02(4) | | The system audit tracks account creation and the other actions listed. The platform provides comprehensive system logging that collects and preserves a complete audit history on every action and record in the system. This read-only audit log tracks all data entry, modification, and update actions. These actions are tracked by user identification; the user's IP address, the actions taken, the data entered, accessed, or modified; and the date and time of the actions. The administrator |

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| | | | | | | | | | <p>can manage and maintain audit logs that may be kept on the application for as long as required. Only the system administrator has the capability to archive audit logs. Archived audit logs are stored in a condensed format and can be retrieved at any time.</p> <p>The platform data retention capability can be configured to match any record retention policies, and to archive and store any required records.</p> |

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| 97. | The information system enforces a limit of three invalid logon attempts within a defined time period during a user session upon which the account/node is automatically locked for a minimum period of 30 minutes or until released by an administrator. | Y | | | | | AC-07 | | The account management can be configured to match any enforcement system within a defined time period, requiring system administration reset. |
| 98. | The information system must terminate a user's session after a defined period of inactivity. | Y | | | | | AC-12 | | The Platform can be configured to match any user terminated session after a period of inactivity. While we find our customers typically prefer 10–30-minute windows, the platform engineers can create any user inactivity standards. This includes a window pop-up |

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| | | | | | | | | | informing the inactive user of their inactivity and forthcoming logoff. |
| 99. | The information system displays a customizable message or warning banner before granting access to the system. | | Y | | | | AC-08 | | The Platform can be configured to match any user terminated session after a period of inactivity. Platform engineers can create any user inactivity standards. This includes a window pop-up informing the inactive user of their inactivity and forthcoming logoff. |
| 100. | The information system initiates a session lock after a configured number of minutes of inactivity. The | Y | | | | | AC-11 & | | The Platform can be configured to match any user terminated session after a period of |

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| | information system session lock, when activated, places a publicly viewable pattern onto the associated display, concealing what was previously visible on the screen. | | | | | | AC-11(1) | | inactivity. Platform engineers can create any user inactivity standards. This includes a window pop-up informing the inactive user of their inactivity and forthcoming logoff. |
| 101. | <p>The information system must be able to generate an audit of the following events:</p> <ul style="list-style-type: none"> • User account management activities: Creation, Modification, or deletion of accounts. • Use of Administrator privileges. | Y | | | | | AU-02 | | The platform provides comprehensive system logging that collects and preserves a complete audit history on every action and record in the system. This read-only audit log tracks all data entry, modification, and update actions. These actions are tracked by user identification; the user's IP |

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| | | | | | | | | | <p>address, the actions taken, the data entered, accessed, or modified; and the date and time of the actions. The administrator can manage and maintain audit logs that may be kept on the application for as long as required. Only the system administrator has the capability to archive audit logs. Archived audit logs are stored in a condensed format and can be retrieved at any time.</p> <p>The platform data retention capability can be configured to match any record retention</p> |

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| | | | | | | | | | policies, and to archive and store any required records. |
| 102. | <p>The information system generates audit records containing:</p> <ul style="list-style-type: none"> Type of event that occurred. When the event occurred. Where the event occurred. The frequency or count if the record represents multiple occurrences of the event. The source of the event. The destination of the event. The outcome of the event. Where IP address is stored/located/identified | Y | | | | | AU-03 | | <p>The inherent audit log includes an unalterable log of the following:</p> <ul style="list-style-type: none"> Type of event that occurred. When the event occurred. Where the event occurred. The frequency or count if the record represents multiple occurrences of the event. The source of the event. The destination of the event. The outcome of the event. Where IP address is stored/located/identified |

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| | The identity of any individuals or subjects associated with the event. | | | | | | | | The identity of any individuals or subjects associated with the event. |
| 103. | <p>The following events shall be logged:</p> <ol style="list-style-type: none"> 1. Successful and unsuccessful system log-on attempts. 2. Successful and unsuccessful attempts to use: <ol style="list-style-type: none"> a. access permission on a user account, file, directory or other system resource; b. create permission on a user account, file, directory or other system resource; c. write permission on a user account, file, directory or other system resource; | Y | | | | | AU | | The Platform logs all these types of events. |

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| | <p>d. delete permission on a user account, file, directory or other system resource; e. change permission on a user account, file, directory or other system resource. 3. Successful and unsuccessful attempts to change account passwords. 4. Successful and unsuccessful actions by privileged accounts (e.g., root, Oracle, DBA, admin) 5. Successful and unsuccessful attempts for users to: a. access the audit log file; b. modify the audit log file; c. destroy the audit log file.</p> | | | | | | | | |

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| | These events must be available for review through audit log reports. | | | | | | | | |
| 104. | Sufficient audit storage capacity to support ongoing operations and rollback of the system. System sends an audit storage alert when capacity is getting low. | | Y | | | | AU-04 | | This is an inherent capability. Storage alerts are managed by our hosting team. |
| 105. | The solution must automatically generate and send the audit logs as specified by MDOS on a weekly basis. | | Y | | | | AU | | Logs reporting can be a configured report for MDOS. The platform provides a set of pre-formatted reports that allow MDOS personnel to provide senior staff and management |

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| | | | | | | | | | with reports and statistical updates as necessary. In addition, MDOS-specific reports can be configured within the application to support MDOS needs. |
| 106. | Information system must use internal system clocks mapped to Coordinated Universal Time (UTC) or Greenwich Mean Time (GMT) and maintains time synchronization within 20 milliseconds of reference clocks. | Y | | | | | AU-08 | | This is an inherent capability. The Platform's information system uses internal system clocks mapped to UTC with time synchronization. |
| 107. | The information system and operating system, for password-based authentication: | Y | | | | | IA-05(1) | Optional if using MILogin | The information system and operating system for password-based authentication, follows |

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| | <ul style="list-style-type: none"> Stores and transmits only cryptographically protected passwords. Enforces password minimum and maximum lifetime restrictions. Prohibits password reuse for a defined set of generations. <p>Supports State of Michigan password complexity requirements.</p> | | | | | | | | NIST 800-53 protocols and standards which meets these requirements. |
| 108. | The solution inputs and outputs must meet SOM standards for database security (e.g., not create, use, or rely on Microsoft Access databases or similar database software). | Y | | | | | | SOM IT Policy 1340.00.06 0.02 Database Security Standard | Currently, MDOS' solution inputs and outputs benefit from the FedRAMP authorization received for the platform. The platform is currently in the process of obtaining SOC 2 |

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| | | | | | | | | (internal policy; requires signed NDA to view; contact solicitation manager for NDA) | Type II certification, expected well before deployment. As a result, the inputs and outputs will receive the benefit of the SOC 2 Type II security and risk framework which provides robust security assurance, cost savings, brand protection, and easier regulatory compliance management. System inputs and outputs are not reliant on Microsoft Access or similar database software. |
| 109. | The vendor must provide a description of the functional properties of the security controls to | Y | | | | | SA-04 | | Currently, the Platform's FedRAMP Moderate authorization package provides |

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| | be employed. Provide design and implementation information for the security controls and application. | | | | | | | | this information, where applicable, and Contractor will provide the SOM a description of the functional properties of the security controls to be employed and document them in a SSP. Upon deployment of the new system, Contractor will provide a contiguous annual SOC 2 Type II compliance audit as a component of this offering. |
| 110. | The vendor must provide a comprehensive system configuration manual and technical baseline. | | Y | | | | SA-05 | | Comprehensive training manuals are included with the training as part of implementation. |

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| 111. | The system shall be configured to provide only essential capabilities and restrict the use of specified functions, ports, protocols, and/or services. | Y | | | | | CM | | Access is restricted in accordance with security requirements. Generally this is achieved through the configuration of our role-based permissions at the application layer, which prohibits the use of specified areas. |
| 112. | Provide evidence of secure coding & use of security engineering principles. | Y | | | | | SA-08 | | The platform engineers use secure coding and secure engineering principles, and all base software goes through a security and vulnerability screening prior to going into the live environment. |

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| 113. | Define a written flaw remediation process that includes approval of the change, verification that the change was implemented correctly, and a tracking process. | Y | | | | | SA-10 | | As part of the FedRAMP Moderate authorization package, there is a written flaw remediation processes (Plan of Action and Milestones- POA&M) with a tracking process. |
| 114. | A list of protections in place that prevent unauthorized and unintended information transfer via shared system resources. | Y | | | | | SC-04 | | This listing is included in our FedRAMP Moderate authorization package, |
| 115. | List the technologies in place to prevent DDOS attacks. | Y | | | | | SC-05 | | The listing of technologies in place to prevent these attacks will be listed in your final Disaster Recovery Plan, provided after final Implementation. The information |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | is also within our FedRAMP package. |
| 116. | List the types of managed interfaces (firewalls, routers, subnets, etc.) that protect the boundary of the application. | Y | | | | | SC-07 | Optional if hosted by the state of Michigan | The list of managed interfaces can be inferred from the diagrams included within our FedRAMP package. |
| 117. | Encrypts all data in flight using FIPS 140-2 certified and a cypher key strength of at least 128-bit AES and TLS 1.2, HTTPS or higher. | Y | | | | | SC-8 & SC-28 & SC-13 | | The platform provides data encryption at any desired level (128-bit, 256 bit, etc.). The application employs a variety of methods depending on the data to be protected. For data at rest (stored/archived in the database), the platform uses common database encryption |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | tools, such as those included in Oracle and SQL Server. For data “on the wire” (in transit between the Web browser and the application server), the platform uses Secure Sockets Layer (SSL). This data encryption is compliant with FIPS 140-2. The platform is also configurable to provide an automated method for recognizing and purging PII and other sensitive data from input. |
| 118. | Encrypts all data at rest using a symmetric cypher that is FIPS 197 | Y | | | | | SC | | The platform provides data encryption at any desired level (128-bit, 256-bit, etc.). The |

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| Business Specification Number | Business Specification | | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | certified (AES) and at least 256-bit strength. | | | | | | | | application employs a variety of methods depending on the data to be protected. For data at rest (stored/archived in the database), the platform uses common database encryption tools, such as those included in Oracle and SQL Server. For data “on the wire” (in transit between the Web browser and the application server), the platform uses Secure Sockets Layer (SSL). This data encryption is compliant with FIPS 140-2. The platform is also configurable to provide an |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | automated method for recognizing and purging PII and other sensitive data from input. |
| 119. | Document how encryption keys are managed and protected. | Y | | | | | SC-11 & SC-12 | | The encryption keys are managed and protected in accordance with NIST 800-53 standards which are required to maintain our authorization with our FedRAMP Moderate environment. |
| 120. | The information system must conform to MDOS and/or the State of Michigan's established record retention policies and schedules. The solutions must be able to be | | Y | | | | SI-12 | Purge functionality should include chats, system | The platform data retention capability can be configured to match any record retention |

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| | programmed and configured by the State to retain and automatically purge records based on retention schedules as defined by the State. | | | | | | | audit records, and communications. | policies, and to archive and store any required records. |
| 121. | The vulnerability remediation timeline must be in alignment with the remediation requirements defined within State of Michigan policy, standard, and procedure. | Y | | | | | RA-05 | | The Plan of Action and Milestones (POA&M) vulnerability remediation timeline complies with NIST 800-5 to meet our FedRAMP Moderate authorization. |
| 122. | MDOS should be able to receive a copy of the data for records retention storage on premise on request. | Y | | | | | SI-12 | Optional if hosted by the state of Michigan | Data archives can be provided. Pending the required action needed to provide these records to MDOS, an additional fee may be required. However, in many |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | instances, we can provide these with a stfp. |
| 123. | Must be in compliance with application terminating a user's session (closes completely) after a defined amount of inactivity. | Y | | | | | AC | | The Platform can be configured to match any user terminated session after a period of inactivity. Platform engineers can create any user inactivity standards. This includes a window pop-up informing the inactive user of their inactivity and forthcoming logoff. This closes the user's session completely. |
| 124. | Employs malicious code protection mechanisms at information system | Y | | | | | SI-03 | | The platform currently follows NIST 800-53 to maintain the |

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| | entry and exit points to detect and eradicate malicious code. | | | | | | | | FedRAMP Moderate authorization. SOM can leverage the FedRAMP package to validate that the solution employs code protection mechanisms at entry and exit points to detect and eradicate malicious code. The platform is currently undergoing SOC 2 Type II certification, expected well before system deployment for MDOS; at that time, MDOS can leverage the SOC 2 Type II reporting for these mechanisms. |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| 125. | Information system must detect attacks and indicators of potential attacks in accordance with Michigan Security Operations Center (MiSOC) monitoring standards and procedures. | Y | | | | | SI-04 | | The platform follows NIST 800-53 to maintain the FedRAMP Moderate authorization. Contractor will leverage the FedRAMP package to design a SSP that detect attacks and indicators of potential attacks in accordance with MiSOC monitoring standards and procedures. The platform is currently undergoing SOC 2 Type II certification, expected well before system deployment for MDOS; at that time, MDOS can leverage the SOC 2 Type II reporting for these mechanisms. |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| 126. | Employs integrity verification tools to detect unauthorized changes to software, firmware, and information. | Y | | | | | SI-07 | | The Platform's current integrity verification tools complies with NIST 800-53 standards in order to maintain our current FedRAMP Moderate authorization. After deployment, the Platform will be SOC 2 Type II compliant and as such, these verification tools will comply with NIST 800-53 to remain in compliance with our SOC 2 Type II authorization. |
| 127. | The information system checks the validity of information inputs for accuracy, completeness, validity, | Y | | | | | SI-10 | | In the design and development of the platform, significant emphasis has been placed on controlling and reporting on data |

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| | and authenticity as close to the point of origin as possible. | | | | | | | | errors. These errors can damage data integrity and negatively impact the accuracy of searches, data retrievals, and reports generated by the system. Enhanced features such as drop-down menus enforce valid data choices and minimize the possibility of spelling errors, formatting errors, and incorrect data selections. The platform also employs extensive data verification and error-checking capabilities to ensure that the entered data is correct and |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | complete, according to specified parameters. Errors encountered during data verification generate intuitive messages that provide the user with information on the condition causing the error and how to correct it. Additionally, the platform automatically tracks data entry, modifications, or update actions using audit logs that can be accessed by the administrator. |
| 128. | Version control software must be used. | Y | | | | | PD-CM1 | | Contractor's document management module does track version history for documents added into the system. |

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| Business Specification Number | Business Specification | | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | <p>Documents in the Document Management Module can be easily viewed, previewed, or checked out in order to make modifications. As a document is modified and checked in by a user, it is automatically versioned. This allows all changes to the document to be captured and provides the capability to easily revert back to a previous version of the document if necessary. In order to prevent concurrent modification, the document can also be locked, allowing only</p> |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | one user to modify the document at a time, if desired. Additional granular rules of access to the document can be configured using role-based permissions. |
| 129. | Development, Testing, and Production environments must be separated. | Y | | | | | PD-CM2 | | The platform separates each lower environment from live environments. |
| 130. | Hosted Services must be scanned for vulnerabilities every month. A report of the scan results and the name of the tool used should be provided to MDOS each month. | Y | | | | | RA-5 | | The Platform is scanned monthly in accordance with our standard Service Level Agreements. Scan result summaries are provided; detailed scan results can be |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | reviewed with Contractor Security Team. |
| 131. | Vulnerability scan report and results must meet SOM SADLC requirements. A report of the scan results and the name of the tool used should be provided to MDOS each month. | Y | | | | | RA-5 | | The Platform complies with NIST 800-53 standards as they pertain to vulnerability scans to maintain our FedRAMP authorization. Please see our Service Level Agreement for more information on what is provided following the scans. After deployment, the Platform will be SOC 2 Type II compliant and as such will comply with NIST 800-53 as they pertain to |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | vulnerability scans to maintain the SOC 2 Type II authorization. |
| 132. | The vulnerability scanning tool must be updated before each scan. | Y | | | | | RA-5 (1) | | The Platform security team updates vulnerability scanning tools in accordance with NIST 800-53, which complies with the standards necessary to authorize the environment at a FedRAMP Moderate level currently. After deployment, our SOC 2 Type II authorization will be complete and as such, vulnerability scanning tools will still be updated in accordance with NIST 800-53, |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| 133. | Michigan Cyber Security must be permitted to scan the application for vulnerabilities. | | | | | Y | RA-5 | | In order to comply with our current FedRAMP authorization, and after completing our SOC 2 Type II authorization upon deployment of the solution, the Contractor Cyber Security team provides scans to SOM. Please see Schedule E for more information. |
| 134. | Evidence that security patches are up to date must be provided to MDOS. | Y | | | | | RA-5 | | Proper patch management is part of our overall security program and necessary in order to comply with our current FedRAMP authorization. Contractor will provide evidence |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | that security patches are up to date. |
| 135. | Obtain public key certificates from an approved service provider. | Y | | | | | SC-17 | | Contractor will continue to obtain public key certificates from an approved service provider. |
| 136. | Application must maintain a separate execution domain for each executing process. | Y | | | | | SC-39 | | Contractor maintains its database management in compliance with our FedRAMP authorization at the Moderate level which includes this control. After deployment, as our SOC 2 Type II authorization will be |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | complete, MDOS will be able to leverage that package instead. |
| 137. | Provides release notes on maintenance activity, patching cycles and system updates to MDOS. | Y | | | | | MA-03 | | Release notes are provided by the Contractor platform core team on all maintenance patches and system updates. |
| 138. | Nonlocal maintenance activities may only be done through a SOM VPN. | Y | | | | | MA-04 | Only applicable if SOM hosted. | N/A |
| | REQUIREMENTS SECTION – 11 MOBILE APPLICATION | | | | | | | | |
| 139. | The solution must allow external Public and Customer(s) to search | Y | | | | | | | The solution is web-enabled and can be viewed on a mobile |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | BOE disclosure filing(s) related documents through a mobile application. | | | | | | | | device. A mobile application developed for the App Store and Google Play can be provided at an optional cost. |
| | REQUIREMENTS SECTION - 12 PUBLIC DISCLOSURE AND FAQs | | | | | | | | |
| 140. | The solution must allow MDOS staff to publish selected filings in a public archive. | Y | | | | | | | Through configuration of the Platform's Access module, the MDOS will be permitted to public selected filings within a public archive, which would permit the public to view and access particular selected information. |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| 141. | The solution must display the (data classification: public) FAQs and other (data classification: public) filer information. | | Y | | | | | | <p>Through configuration of the Platform's Access module, the MDOS will be permitted to public selected filings within a public archive, which would permit the public to view and access particular selected information.</p> <p>The platform comes with an online Help Module that provides ongoing training and support to users of the application. This fully asynchronous rich internet module allows MDOS to publish, manage, and review</p> |

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| Business Specification Number | Business Specification | | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | <p>help topics in customizable Web pages. Users can manage the hierarchy of topics, add pages to a topic, edit pages, and add graphics and screenshots to pages. Additionally, users can export and import pages, search for a page using full-text search, and manage pages nodes within the TOC (table of contents) tree with either drag-and-drop or cut/copy/paste operations. Users create pages using an integrated rich text editor. This editor provides the capability to format and create content such</p> |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | as defining headers, defining bulleted lists, inserting images, and linking to other help content. In addition to the Web-based user interface, all help content can be exported to a PDF document, allowing help content to be distributed and available offline. |
| 142. | The solution must allow MDOS staff to configure and edit FAQs and other filer information. | | Y | | | | | | The platform comes with an online Help Module that provides ongoing training and support to users of the application. This fully asynchronous rich internet module allows MDOS to |

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| Business Specification Number | Business Specification | | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | <p>publish, manage, and review help topics in customizable Web pages. Users can manage the hierarchy of topics, add pages to a topic, edit pages, and add graphics and screenshots to pages. Additionally, users can export and import pages, search for a page using full-text search, and manage pages nodes within the TOC (table of contents) tree with either drag-and-drop or cut/copy/paste operations. Users create pages using an integrated rich text editor. This editor provides the capability to</p> |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | | | | | | | | | format and create content such as defining headers, defining bulleted lists, inserting images, and linking to other help content. In addition to the Web-based user interface, all help content can be exported to a PDF document, allowing help content to be distributed and available offline. |
| | REQUIREMENTS <u>SECTION – 13</u> DOCUMENTATION AND TRAINING | | | | | | | | |
| 143. | The solution must provide a digital and editable training plan that covers the types of training, roles of | | Y | | | | | See Exhibit 7, Training Calendar | As a part of this project, training will be conducted after testing and before go-live, such that the |

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| Business Specification Number | Business Specification | Current Capability | Requires Configuration | Requires Customization | Future Enhancement | Not Available | NIST Family | MDOS Comments | Contractor to meet how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification. |
| | users who should attend which training, training materials provided for each training, and training logistics/needs from the customer. See Exhibit 7, Training Calendar and Extended Support Hours. | | | | | | | and Extended Support Hours | training will be as updated with the system as possible. The Training Lead will provide the digital and editable training plan which includes all of the requested information. |
| 144. | The solution must provide training the trainers (in person or virtually, at MDOS discretion) on the software and basic system functionality. | | Y | | | | | | As a part of this project, training will be conducted by Contractor after testing and before go-live in order to provide the most up-to-date training possible. There will not be a need for MDOS to have trainers available unless that is desired. Contractor will train all user groups and training |

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| | | | | | | | | | as needed throughout the life of the contract. |
| 145. | The solution must provide administrator training sessions for configuration of portal and administration of the instance, with knowledge areas inclusive of the build/configure/unit test activity, if needed. | | Y | | | | | | As a part of this project, administrator training will be conducted after testing and before go-live, such that the training will be as updated with the system as possible. Training will be provided in 1-day increments. |
| 146. | The solution must provide recorded training sessions and provide recording videos for future end user reference. | | Y | | | | | | As part of our training development plans and materials, Contractor will provide pre-recorded training sessions in addition to recorded |

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| | | | | | | | | | videos on specific features for future end user reference. |
| | REQUIREMENTS SECTION – 14 MULTIPLE LANGUAGES | | | | | | | | |
| 147. | The solution must provide online services to Filers in English and in Spanish (and have the capability to add more languages in the future). | | | Y | | | | | The Platform provides this via translated documents for left-to-right reading languages using the Roman alphabet. |
| 148. | The solution must be configurable for customer language preference and customer-facing functions, forms, and correspondence in both | | | Y | | | | | Contractor’s solution will be configured to include internationalization of some language variances, such as English to Spanish. More |

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| | English and Spanish languages as part of initial implementation. | | | | | | | | information is required during JAD sessions to understand this requirement. |
| 149. | The solution's language support must allow for additional languages to be configured in the future as determined by MDOS or as required by legislative mandate. | | | Y | | | | | The Platform can be configured following go-live using the change management protocol, wherein the professional services team would scope out the level of effort required. Some internationalization of the platform is already possible. More information is required during JAD sessions to understand this requirement. |

SCHEDULE B - PRICING

Price must include all costs for the licensing, support, implementation, and training for the Solution.

Licensing Fees. Contractor is providing a subscription service identified in the **User Type and Capacity Section of Schedule A - Statement of Work**

2. Support Service Fees. Contractor will meet the requirements of **Schedule D to the Contract Terms - Service Level Agreement.**

Support fees are documented in Table B below. **Support** under this contract is defined as core support of SaaS Subscription and as also described in Schedule D, to the State staff for this Contract, from 8:00 a.m. – 5:00 p.m. EST on Business Days.

3. Hosting Fees. Reserved.

Table A – SaaS License Model

| Subscription Based - Product Name | Annual License Subscription Fee | Annual Tiered Pricing | Annual Enterprise Licensing – Unlimited Number of Users |
|----------------------------------------------------------------------|----------------------------------------|------------------------------|----------------------------------------------------------------|
| Case Mgt Platform w/ Modules- Year 1 Implementation * | NA | NA | NA |
| Case Mgt Platform w/ Modules- Year 2 – 25 Concurrent Users | \$189,043.67 ** | NA | NA |
| Case Mgt Platform w/ Modules- Year 3 – 25 Concurrent Users | \$200,386.30 ** | NA | NA |
| Case Mgt Platform w/ Modules- Year 4 – 25 Concurrent Users | \$212,409.47 ** | NA | NA |
| Case Mgt Platform w/ Modules- Year 5 – 25 Concurrent Users | \$225,154.04 ** | NA | NA |
| Ongoing Maintenance and Operations – Support Fees (Years 2-5) | \$811,875.00 | NA | NA |
| Dedicated Operations Team (Years 2-5) | \$750,000.00 | NA | NA |

* Year 1 is the implementation period, and no subscription licensing or hosting fees will be charged

** Annual license subscription fee includes platform access for 25 Concurrent Users.

SaaS Subscription model description

- Term-Based License for Case Mgt Platform modules as referenced above.
- Includes 25 Concurrent Users within MDOS. Contractor does not believe additional licenses will be required
- Includes all e-filing committees at no additional charge.

○

| Cost Breakdown over Base of Contract | | | | | | |
|-------------------------------------------------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
| Implementation of the Platform | \$1,682,798.68 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| Training | \$23,098.40 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| Case Management w/ Modules | \$0.00 | \$189,043.67 | \$200,386.30 | \$212,409.47 | \$225,154.04 | |
| Standard Support - Ongoing Maintenance and Operations | \$0.00 | \$811,875.00 | \$811,875.00 | \$811,875.00 | \$811,875.00 | |
| Dedicated Operations Team | \$0.00 | \$750,000.00 | \$750,000.00 | \$750,000.00 | \$750,000.00 | |
| Total (yearly total broken down into four (4) equal quarterly payments | \$1,705,897.08 | \$1,750,918.67 | \$1,762,261.30 | \$1,774,284.47 | \$1,787,029.04 | \$8,780,390.56 |

Contractor will not charge for SaaS Licensing Support and Dedicated Operations team during implementation and until acceptance of the Solution (Year 1), such fees will be paid after installation, configuration and State testing and acceptance of the Solution and billed in advance each subsequent year.

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

Contractor IMPLEMENTATION COSTS AND BREAKDOWN

Contractor's Firm Fixed fee for the implementation of the proposed Platform.

| Category | Amount (\$) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Professional Services for the Implementation of the Platform. ***** including: System Setup /Configuration/ Development/Testing/Implementation | \$1,682,798.68 |
| Training | \$23,098.40 |
| Total Implementation | \$1,705,897.08 |
| Per Quarter Payment During Implementation | \$426,474.27 |

Payment Schedule: Contractor will bill quarterly the amount identified above.

******* Description of Implementation provided by Professional Services provided in the SOW****

- Project Startup and Initial Setup
- Database
- Configuration(s)
- Joint Application Development (JAD)
- Requirements Gathering
- Workflow Design and Development
- Module Setup and Configuration
- Interfaces/Integration points
- Unique and Special Requirements
- Reporting
- User Stories
- Data Models
- Roles
- Business Rules
- Notifications and Document templates
- Daily, Weekly, Monthly Meetings
- Testing Phases
- Data Migration
- Deployment(s)
- Documentation included within PMM/SEM process

- Training
- 10,461 man-hours dedicated to Implementation

5. Postproduction Warranty. The Contractor must provide a ninety (90) calendar days postproduction warranty at no cost to the State. The postproduction warranty will meet all requirements of the contract, including all Support Services identified in Schedule D.

6. Rate Card for Ancillary Professional Services.

| Resource | On-Site Hourly Rate | On-Shore and Off-Site Hourly Rate | Off-Shore Hourly Rate |
|------------------------|---------------------|-----------------------------------|-----------------------|
| Project Manager | \$257.00 | \$231.30 | NA |
| Business Analyst | \$166.00 | \$149.40 | NA |
| Technical Writer | \$159.00 | \$143.10 | NA |
| Subject Matter Expert | \$196.00 | \$176.40 | NA |
| Application Engineer | \$171.00 | \$153.90 | NA |
| Quality Analyst | \$171.00 | \$153.90 | NA |
| Database Administrator | \$250.00 | \$225.00 | NA |
| Security Professional | \$285.00 | \$256.50 | NA |

7. Open Source or Third Party Products

The Contractor must identify any open source or third-party products that include a separate licensing fee and will be used in connection with the proposed Solution.

| Product | Price |
|---------|-------|
| NA | NA |

8. Additional Pricing Terms

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: 1 % discount off invoice if paid within 15 days after receipt of invoice.

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

Travel and Expenses

The State does not pay for overtime or travel expenses.

Michigan Interactive LLC

SCHEDULE C - INSURANCE REQUIREMENTS

MDOS – BOE Campaign Finance System

- 1. General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- 2. Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- 3. Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- 4. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
- 5. Proof of Insurance.**
 - a. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.
 - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.

- d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
 - e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
 - f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.
- 6. Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.
- 7. Limits of Coverage & Specific Endorsements.**

| Required Limits | Additional Requirements |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Commercial General Liability Insurance | |
| Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate | Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19. |
| Automobile Liability Insurance | |
| Minimum Limits: \$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. |

| Required Limits | Additional Requirements |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| Workers' Compensation Insurance | |
| Minimum Limits: Coverage according to applicable laws governing work activities. | Waiver of subrogation, except where waiver is prohibited by law. |
| Employers Liability Insurance | |
| Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease | |
| Professional Liability (Errors and Omissions) Insurance | |
| Minimum Limits: \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate | |

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

SCHEDULE D – SERVICE LEVEL AGREEMENT

IF THE SOFTWARE IS CONTRACTOR HOSTED, then the following applies:

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

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

“Availability” has the meaning set forth in **Section 2.1**.

“Availability Requirement” has the meaning set forth in **Section 2.1**.

“Available” has the meaning set forth in **Section 2.1**.

“Business Hours” means 8:00 a.m. – 5:00 p.m. EST on Business Days.

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

“Corrective Action Plan” has the meaning set forth in **Section 3.9**.

“Critical Service Error” has the meaning set forth in **Section 2.4**.

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

“High Service Error” has the meaning set forth in **Section 2.4**.

“Low Service Error” has the meaning set forth in **Section 2.4**.

“Medium Service Error” has the meaning set forth in **Section 2.4**.

“Resolve” has the meaning set forth in **Section 2.4**.

“RPO” or **“Recovery Point Objective”** means the maximum amount of potential data loss in the event of a disaster.

"RTO" or "Recovery Time Objective" means the maximum period of time to fully restore the Hosted Services in the case of a disaster.

"Scheduled Downtime" has the meaning set forth in **Section 2.3**.

"Scheduled Uptime" means the total minutes in the Service Period.

"Service Availability Credits" has the meaning set forth in **Section 2.6(a)**.

"Service Error" means any failure of any Hosted Service to be Available or otherwise perform in accordance with this Schedule.

"Service Level Credits" has the meaning set forth in **Section 3.8**.

"Service Level Failure" means a failure to perform the Software Support Services fully in compliance with the Support Service Level Requirements.

"Service Period" has the meaning set forth in **Section 2.1**.

"Software Support Services" has the meaning set forth in **Section 3**.

"State Systems" means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

"Support Hours" means 8:00 a.m. – 5:00 p.m. EST on Business Days.

"Support Request" has the meaning set forth in **Section 3.5**.

"Support Service Level Requirements" has the meaning set forth in **Section 3.4**.

2. Service Availability and Service Available Credits.

2.1 Availability Requirement. Contractor will make the Hosted Services and Software Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a **"Service Period"**), at least 99.98% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the **"Availability Requirement"**). **"Available"** means the Hosted Services and Software are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. **"Availability"** has a correlative meaning. The Hosted Services and Software are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services and Software, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: (Actual Uptime – Total Minutes in Service Period

Hosted Services or Software are not Available Due to an Exception) ÷ (Scheduled Uptime – Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception) x 100 = Availability.

2.2 Exceptions. No period of Hosted Services degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following (“**Exceptions**”):

- (a) Failures of the State’s or its Authorized Users’ internet connectivity;
- (b) Scheduled Downtime as set forth in **Section 2.3**.

2.3 Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services or Software in whole or in part (“**Scheduled Downtime**”). All such scheduled outages will: (a) last no longer than five (5) hours; (b) be scheduled between the hours of 12:00 a.m. and 5:00 a.m., Eastern Time; and (c) occur no more frequently than once per week; provided that Contractor may request the State to approve extensions of Scheduled Downtime above five (5) hours, and such approval by the State may not be unreasonably withheld or delayed.

2.4 Software Response Time. Software response time, defined as the interval from the time the end user sends a transaction to the time a visual confirmation of transaction completion is received, will be in accordance with Schedule A, section 6 of this Contract. Unacceptable response times shall be considered to make the Software unavailable and will count against the Availability Requirement.

2.5 Service Availability Reports. Within thirty (30) days after the end of each Service Period, Contractor will provide to the State a report describing the Availability and other performance of the Hosted Services and Software during that calendar month as compared to the Availability Requirement. The report must be in electronic or such other form as the State may approve in writing and shall include, at a minimum: (a) the actual performance of the Hosted Services and Software relative to the Availability Requirement; and (b) if Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement during the reporting period, a description in sufficient detail to inform the State of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Availability Requirement are fully met.

2.6 Remedies for Service Availability Failures.

- (a) If the actual Availability of the Hosted Services and Software is less than the Availability Requirement for any Service Period, such failure will constitute a Service Error for which Contractor will issue to the State the following credits on the fees payable for Hosted Services and Software provided during the Service Period (“**Service Availability Credits**”):

| Availability | Credit of Fees |
|-----------------------|----------------|
| ≥99.98% | None |
| <99.98% but ≥99.0% | 15% |
| <99.0% but ≥95.0% | 50% |
| <95.0% | 100% |

(b) Any Service Availability Credits due under this **Section 2.6** will be applied in accordance with payment terms of the Contract.

(c) If the actual Availability of the Hosted Services and Software is less than the Availability Requirement in any two (2) of four (4) consecutive Service Periods, then, in addition to all other remedies available to the State, the State may terminate the Contract on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

3. Support and Maintenance Services. Contractor will provide IT Environment Service and Software maintenance and support services (collectively, “**Software Support Services**”) in accordance with the provisions of this **Section 3**. The Software Support Services are included in the Services, and Contractor may not assess any additional fees, costs or charges for such Software Support Services.

3.1 Support Service Responsibilities. Contractor will:

(a) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;

(b) provide the State staff unlimited telephone support during Support Hours

(c) provide the State unlimited online support 24 hours a day, seven days a week;

(d) provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and

(e) respond to and Resolve Support Requests as specified in this **Section 3**

3.2 Service Monitoring and Management. Contractor will continuously monitor and manage the Hosted Services and Software to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management includes:

- (a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;
- (b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and
- (c) if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein):
 - (i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;
 - (ii) If Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 3.5 and 3.6**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and
 - (iii) Notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

3.3 Service Maintenance. Contractor will continuously maintain the Hosted Services and Software to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services include providing to the State and its Authorized Users:

- (a) all updates, bug fixes, enhancements, Maintenance Releases, New Versions and other improvements to the Hosted Services and Software, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; provided that Contractor shall consult with the State and is required to receive State approval prior to modifying or upgrading Hosted Services and Software, including Maintenance Releases and New Versions of Software; and

(b) all such services and repairs as are required to maintain the Hosted Services and Software or are ancillary, necessary or otherwise related to the State’s or its Authorized Users’ access to or use of the Hosted Services and Software, so that the Hosted Services and Software operate properly in accordance with the Contract and this Schedule.

3.4 Support Service Level Requirements. Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 3**, and the Contract.

3.5 Support Requests. The State will classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a “**Support Request**”). The State will notify Contractor of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.

| Support Request Classification | Description: Any Service Error Comprising or Causing any of the Following Events or Effects |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Critical Service Error | <ul style="list-style-type: none"> • Severe impediment to the processing of critical business activities, impacting large numbers of workers. The corruption of system data, preventing critical business processes from processing. System down or operating in materially degraded state; • Data integrity at risk; Widespread access interruptions. |
| High Service Error | <ul style="list-style-type: none"> • Primary component failure that materially impairs its performance; or • Data entry or access is materially impaired on a limited |

| Support Request Classification | Description: |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | basis. |
| Medium Service Error | <ul style="list-style-type: none"> IT Environment Services and Software is operating with minor issues that can be addressed with an acceptable (as determined by the State) temporary work around. |
| Low Service Error | <ul style="list-style-type: none"> Request for assistance, information, or services that are routine in nature. |

3.6 Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request during Business Hours until the respective times Contractor has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. **“Resolve”** (including **“Resolved”**, **“Resolution”** and correlative capitalized terms) means that, as to any Service Error, Contractor has provided the State the corresponding Service Error correction and the State has confirmed such correction and its acceptance thereof. Contractor will respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

| Support Request Classification | Service Level Metric (Required Response Time) | Service Level Metric (Required Resolution Time) | Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time) | Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time) |
|---------------------------------------|---------------------------------------------------------------|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Critical Service Error | One (1) hour | Three (3) hours | Five percent (5%) of the Support Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Support Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time. | Five percent (5%) of the Support Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Support Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved. |
| High Service Error | One (1) hour | Four (4) hours | Three percent (3%) of the Support Fees for the month in which the initial Service Level Failure begins and three percent (3%) of | Three percent (3%) of the Support Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Support Fees for the |

| Support Request Classification | Service Level Metric (Required Response Time) | Service Level Metric (Required Resolution Time) | Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time) | Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time) |
|--------------------------------|------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| | | | such monthly Support Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time. | first additional hour or portion thereof that the corresponding Service Error remains un-Resolved. |
| Medium Service Error | Three (3) hours | Two (2) Business Days | N/A | N/A |
| Low Service Error | Three (3) hours | Five (5) Business Days | N/A | N/A |

3.7 Escalation. With respect to any Critical Service Error Support Request, until such Support Request is Resolved, Contractor will escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Contractor support personnel, including, as applicable, the Contractor Project Manager and Contractor’s management or engineering personnel, as appropriate.

3.8 Support Service Level Credits. Failure to achieve any of the Support Service Level Requirements for Critical and High Service Errors will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in this **Section 3** in accordance with payment terms set forth in the Contract.

3.9 Corrective Action Plan. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, Contractor will promptly investigate the root causes of these Service Errors and provide to the State within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the State's review, comment and approval, which, subject to and upon the State's written approval, shall be a part of, and by this reference is incorporated in, the Contract as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan must include, at a minimum: (a) Contractor's commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no additional charge for Contractor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

4. Data Storage, Backup, Restoration and Disaster Recovery. Contractor must maintain or cause to be maintained backup redundancy and disaster avoidance and recovery procedures designed to safeguard State Data and the State's other Confidential Information, Contractor's Processing capability and the availability of the IT Environment Services and Software, in each case throughout the Term and at all times in connection with its actual or required performance of the Services hereunder. All backed up State Data shall be located in the continental United States. The force majeure provisions of this Contract do not limit Contractor's obligations under this section.

4.1 Data Storage. Contractor will provide sufficient storage capacity to meet the needs of the State at no additional cost.

4.2 Data Backup. Contractor will conduct, or cause to be conducted, daily back-ups of State Data and perform, or cause to be performed, other periodic offline back-ups of State Data on at least a weekly basis and store and retain such back-ups as specified in **Schedule A**. Contractor must, within five (5) Business Days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of State Data in the format specified by the State.

4.3 Data Restoration. If the data restoration is required due to the actions or inactions of the Contractor or its subcontractors, Contractor will promptly notify the State and complete actions required to restore service to normal production operation. If requested, Contractor will restore data from a backup upon written notice from the State. Contractor will restore the data within one (1) Business Day of

the State's request. Contractor will provide data restorations at its sole cost and expense.

4.4 Disaster Recovery. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 24 hours (the "**DR Plan**"), and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. Contractor's current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan are attached as **Schedule F**. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance. Contractor will provide the State with copies of all such updates to the Plan within fifteen (15) days of its adoption by Contractor. All updates to the DR Plan are subject to the requirements of this **Section 4**; and provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after Contractor's receipt or preparation. If Contractor fails to reinstate all material Hosted Services and Software within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Contract, in its sole discretion, immediately terminate this Contract as a non-curable default.

4.5 Fees and Credits. Notwithstanding anything to the contrary, (a) the use of "Fees" in this Schedule D shall refer only to the Support Fees in Schedule B, (b) the State may not assess both Service Availability Credits and Service Level Credits for the same incident, and (c) any Service Level Credits shall not exceed the Support Fees for the month in which the initial Service Level Failure begins.

SCHEDULE D – ATTACHMENT 1 – CONTACT LIST

| System Role | Name/Email | Position | Work # |
|-----------------------------------------|-----------------------------------------------------------------------------------------------|----------------------------------|---------------|
| Tyler Operations and Support | John Johnson John.Johnson@tylertech.com | Sr. Systems Engineer | 517-285-7842 |
| Tyler Operations and Project Management | David Freund David.Freund@tylertech.com | Director of Operations / PM | 517-282-9084 |
| Tyler Vice President- Services | Mukesh Patel Mukesh.Patel@tylertech.com | Vice President - Services | 813-787-4329 |
| Tyler Senior Vice President- Services | Sloane Wright Sloane.Wright@tylertech.com | Senior Vice President - Services | 317-965-2765 |

SCHEDULE E – DATA SECURITY REQUIREMENTS

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

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

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

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

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

“**MOD**” means moderate.

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

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

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

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

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

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

3. Contractor Responsibilities. Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

- (a) ensure the security and confidentiality of the State Data;

- (b) protect against any anticipated threats or hazards to the security or integrity of the State Data;
- (c) protect against unauthorized disclosure, access to, or use of the State Data;
- (d) ensure the proper disposal of any State Data in Contractor's or its subcontractor's possession; and
- (e) ensure that all Contractor Personnel comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable public and non-public State IT policies and standards, of which the publicly available ones are at https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html.

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

4. Acceptable Use Policy. To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Policy, see https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.

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

5.1 If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments or SOC 2 Type II for Hosting Providers providing co-location services throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization or SOC 2 Type II as described above, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole

cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 16.1** of the Contract;

5.2 for Hosted Services provided by the Contractor, maintain a FedRAMP authorization and an annual contiguous SSAE 18 SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs. SOC 2 Type II audit reports on the Hosted Services must address all five trust principles of Security, Availability, Confidentiality, Processing Integrity, and Privacy. The Contractor must provide its SSAE 18 SOC 2 Type II audit report to the State within thirty (30) days of the Contractor's receipt of such report.

5.3 For the application provided by the Contractor, maintain a FedRAMP authorization or an annual contiguous SSAE 18 SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs. SOC 2 Type II audit reports on the Hosted Services must address all five trust principles of Security, Availability, Confidentiality, Processing Integrity, and Privacy. Contractor must provide copies of such audit reports covering controls on its own organization as well as controls on its subcontractor organizations. Contractor must annually document how it meets each subcontractor organization's complementary user controls. The Contractor must provide its SSAE 18 SOC 2 Type II audit report to the State within thirty (30) days of the Contractor's receipt of such report.

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

5.5 maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State Data that complies with the requirements of the State's data security policies as set forth in this Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;

5.6 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable

standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.7 take all reasonable measures to:

(a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against “malicious actors” and others who may seek, without authorization, to destroy, disrupt, damage, encrypt, modify, copy, access or otherwise use Hosted Services or the information found therein; and

(b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer’s users of the Services; (ii) State Data from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State Data;

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

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

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

6. Security Accreditation Process. Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State’s automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor’s security controls within two weeks of the State’s request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system’s controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames and required evidence based on the risk level of the identified risk. For all findings associated with the Contractor’s solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs, perform related remediation activities, and provide evidence of compliance. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating

controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

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

8. Security Audits.

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

8.2 Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. The State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Hosted Services and their housing facilities and operating environments.

1. 8.3 During the Term, Contractor will, when requested by the State, provide the following within two weeks of the State's request: (i) a copy of Contractor's FedRAMP System Security Plan(s); (ii) if Hosting Provider is providing co-location services only, a copy of Hosting Provider's SOC 2 Type II report(s); and/or (iii) for all other Hosting Provider(s), a copy of Hosting Provider's FedRAMP System Security Plan(s).

The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.

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

8.5 The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section 0.

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

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

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

(a) Contractor must either a) grant the State the right to dynamically scan a deployed version of the Software; or b) in lieu of the State performing the scan, Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool, and provide the State with a vulnerabilities assessment after Contractor has completed such scan. These scans and assessments i) must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release; and ii) scans must be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations. The Contractor's core platform included as part of the FedRAMP authorization will not be subject to DAST.

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

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

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

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

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

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

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

10. Infrastructure Scanning.

10.1 For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and provide the scan's

assessments to the State in a format that is specified by the State and used to track the remediation. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State's PSPs.

11. Media Sanitization

11.1 Contractor must permanently sanitize or destroy the State's information, including State Data, from all media both digital and nondigital including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. Contractor must sign an attestation of destruction if requested by the state.

11.2 Contractor must sanitize information system media, both digital and non-digital, prior to disposal, release out of its control, or release for reuse as specified above.

12. Nonexclusive Remedy for Security Breach.

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

SCHEDULE E, Attachment 1 – PCI Compliance and CEPAS

1. PCI Compliance.

Contractors that process, transmit store or affect the security of credit/debit cardholder data, must adhere to the PCI Data Security Standard. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

The Contractor must notify the State's Contract Administrator (within 48 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the card associations (e.g. Visa, MasterCard, Discover, and American Express) and state acquirer representative(s), or a PCI approved third party, to conduct a thorough security review. The Contractor must provide, at the request of the State, the results of such third party security review. The review must validate compliance with the PCI Data Security Standard for protecting cardholder data. At the State's sole discretion, the State may perform its own security review, either by itself or through a PCI approved third party.

The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with a card association, PCI approved third party, or State initiated security review.

Without limiting Contractor's obligations of indemnification as further described in this Contract, Contractor must indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the breach.

The Contractor must dispose of cardholder data when it is no longer needed in compliance with PCI DSS policy. The Contractor must continue to treat cardholder data as confidential upon contract termination.

The Contractor must provide the State's Contract Administrator with an annual Attestation of Compliance (AOC) if or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.

2. CEPAS Electronic Receipt Processing Standard.

All electronic commerce applications that allow for electronic receipt of credit or debit card and electronic check transactions must be processed via the State's Centralized Electronic Payment Authorization System (CEPAS). To minimize the risk to the State, full credit/debit card numbers, sensitive authentication data, and full bank account information must never be stored on state-owned IT resources.

SCHEDULE F – DISASTER RECOVERY PLAN

Attached as a separate file is a redacted copy of the current CONTRACTOR MI BOE Disaster Recovery Plan document that is in use today with the current system. Once the new system is deployed using the proposed platform, we will take the current standard Disaster Recovery document for the platform and update it for the MDOS configurations to arrive at a final Disaster Recovery plan that will be provided to MDOS.

Please note, we are also providing the following Table of Contents of the standard platform Disaster Recovery Plan rather than the full standard platform Disaster Recovery plan in this public document so as to maintain our current FedRAMP Moderation certification compliance. We can provide the full standard platform DR plan with an NDA under separate cover.

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SCHEDULE G – TRANSITION IN AND OUT

Transition In and Out Plan Michigan Department of State (MDOS) Bureau of Elections (BOE) Campaign Finance Disclosure Filing System (CFDFS)

Summary

This plan formally documents the process for the transition of the powers, duties, activities, and functions of tasks and tools for the Michigan Department of State (MDOS) BOE Campaign Finance Disclosure Filing System. It describes the seamless approach to transitioning work and continuity of staffing from Contractor as the incumbent to Contractor as the awardee. The Michigan Department of State (MDOS), Bureau of Elections (BOE) contract is for the creation and implementation of a new modernized system that will support BOE disclosure filings submitted by end users (e.g., candidates, committees) and improve transparency in compliance with the Michigan Campaign Finance Act and related election laws. This new solution will replace the existing solution that is in place that provides support for several major areas of responsibility covering campaign finance act requirements, election administration, Affidavits of identity and Candidate Listing, lobby registration, and, casino registration,. The contract for the existing system is currently with Contractor and the effort to modernize the current technology will be performed seamlessly by one Contractor team. This low-risk transition will maintain continuity of service and stability during transition by a highly experienced Contractor team. This transition-in and transition-out plan leverages years of contractor subject matter expertise combined with first-class solution delivery built on a modern Our Case Management Development Platform will position MDOS to realize the desired outcomes of increased ease of access and transparency, improved system performance, improved data quality and enhanced decision making empowered by a quality user experience.

Transition Approach

As part of the transition-in, Contractor will maintain its existing staff throughout the transition period while maintaining the current system. Contractor will be a single solution provider operating as one team to provide a seamless transition from FDC's legacy IT system to a modernized solution built on the Case Management Development Platform. During this transition Contractor will introduce a project team that reflects the expert consultation, insight and guidance from the incumbent Contractor personnel and

will act as one unified team to work with the Michigan DOS stakeholders to configure and deliver the new system. Having one organization to manage the existing system, provide on-going and in-depth subject matter expertise throughout the implementation of the new modernized system and then continue to provide first-class operations and maintenance support throughout the system life cycle will retain qualities of a contractor team that are often lost when transitioning between two different contractors. Through this approach Contractor will be able to mitigate risks associated with typical transitions by providing an experienced, highly competent, and well-known trusted team that can deliver a seamless solution in partnership with the State of Michigan from the initial transition-in, through a transition to ongoing enhancements and any eventual transition-out contractual commitments.

Transition-In

Workforce Transition

Contractor will maintain its existing staff that is currently supporting the production system. Contractor will also introduce additional project staff to spearhead the development effort of the new modernized system. The overall staff from the Contractor Team will work together in partnership with the State of Michigan to successfully complete a transition-in.

Team Organization

| Contact Detail | |
|-----------------------------------------------------|----------------------------|
| Contractor Project Manager (Legacy System) | David Freund |
| Contractor Project Manager Phone # (Legacy System) | To be finalized upon award |
| Contractor Project Manager Email (Legacy System) | To be finalized upon award |
| Contractor Project Manager (Modernization) | David Freund |
| Contractor Project Manager Phone # (Modernization) | To be finalized upon award |
| Contractor Project Manager Email (Modernization) | To be finalized upon award |
| Contractor Security Officer (Modernization) | Rodney Caudle |
| Contractor Security Officer Phone # (Modernization) | To be finalized upon award |
| Contractor Security Officer Email (Modernization) | To be finalized upon award |

| | |
|-----------------------------------------------------------|----------------------------|
| Contractor Implementation Manager (Modernization) | Irene McNutt |
| Contractor Implementation Manager Phone # (Modernization) | To be finalized upon award |
| Contractor Implementation Manager Email (Modernization) | To be finalized upon award |

Roles and Responsibilities

Contractor staff will continue to perform work during the transition to maintain production capabilities for the existing Filing, Disclosure & Compliance (FDC) Division system, maintain disaster recovery and incident handling, resolve production bugs, and support periodic reporting requirements for the State of Michigan.

Contractor Coordination Activities

Any government furnished equipment or property entrusted to the custodianship of Contractor will remain with Contractor. Confidential information such as user accounts and passwords will be made available on an as needed basis across members of the Contractor team. System documentation such as user guides, training guides, technical specification documents and ERD data model will be shared across the Contractor staff and ongoing subject matter expertise consulting provided. Knowledge of detailed system interface design, functionality, and any data exchange agreements with third parties for CARS, CEPAS, STAR, OneSpan as well as MILogin integration (SSO) will be made part of the larger Contractor team’s collective understanding of current system capabilities. Additionally, through internal knowledge sharing Contractor will benefit from a broad understanding of the current production system SOM IT environment supported by X86 VMware, IBM Power VM, MS Azure/Hyper-V and Oracle VM, with supporting platforms, enterprise storage, monitoring, and management running in house and in cloud hosting.

In most transitions plan incoming contractor proficiency will typically need to peak over a 90-day transition and the knowledge ramp up will take place via various methods. The incumbent PM will usually be required to coordinate knowledge transfer sessions conducted by the incumbent technical lead. These sessions would typically focus on the specific IT aspects of the system, database and functionality. The incumbent PM will then also typically coordinate knowledge transfer sessions to be conducted by the incumbent business process lead. These sessions will cover workflow requirements and business rule requirements, notification, scheduled jobs and reporting requirements as well as organizational system roles. The Contractor transition plan however will achieve

the requisite knowledge proficiency much sooner after contract award enabling Contractor to begin more quickly to make progress toward contract deliverables and reduce re-work associated with the traditional new awardee learning curve.

An important part of re-platforming a system onto a modern technology is to have a clear plan and understanding for how the customer data will be migrated from one system to the next. The Contractor team will be uniquely positioned to conduct this data mapping task with greatly reduced dependency on the State of Michigan while at the same time producing high fidelity of data integrity migrated into the final state of the data in the new system. This very complex task becomes much easier during re-platforming and modernization when the contractor team performing the work are the experts because they were co-authors of the current data model with the State of Michigan.

Schedule

As part of project kickoff Contractor will incorporate into the project schedule the efficiencies in arriving with built-in knowledge proficiencies that can coincide well with customer JAD sessions.

Acceptance Criteria

Contractor will present to MDOS as part of the regular status reporting when the transition task is complete and will provide a checklist of knowledge areas where verified proficiency exists. MDOS PM acceptance of the status report with constitute acceptance criteria being met for completion of the transition plan.

Transition-Out

Overview

In the event that MDOS seeks to transition contractual obligations of this system to another entity then Contractor would dutifully support an orderly, complete, and controlled transition without interruption of business operations. Contractor would for a reasonable period provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. This would include continuing to provide disaster recovery services as well as transfer of a list of any incomplete enhancements.

Contractor would work with MDOS to satisfactorily return all State of Michigan government furnished equipment back into MDOS custody. Contractor would properly

safeguard MDOS data during any requests for system decommissioning activities. Confidential information will be surrendered to MDOS or permanently sanitized or destroyed through NIST Media Sanitization 800-88 standards or as otherwise instructed by the State.

Contractor would submit all remaining invoices and reporting artifacts in a timely manner for full and accurate accounting.

SCHEDULE H – FEDERAL PROVISIONS ADDENDUM

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

1. Equal Employment Opportunity

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

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

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

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions

discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

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

3. Copeland “Anti-Kickback” Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland “Anti-Kickback” Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

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

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

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

subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

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

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable

standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- (2) The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549 \(51 FR 6370; February 21, 1986\)](#) and [12689 \(54 FR 34131; August 18, 1989\)](#), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further

agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

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

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

10. Additional FEMA Contract Provisions.

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

- (1) Access to Records. The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

- (2) Changes.
See the provisions regarding modifications or change notice in the Contract Terms.

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

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

- (5) No Obligation by Federal Government.
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

- (6) Program Fraud and False or Fraudulent Statements or Related Acts.
The Contractor acknowledges that 31 U.S.C. Chap. 38
(Administrative Remedies for False Claims and Statements)
applies to the Contractor's actions pertaining to this contract.

SCHEDULE H – ATTACHMENT 1- BYRD ANTI LOBBYING CERTIFICATION

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction

imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official

David Freund
Name and Title of Contractor's Authorized Official

President