



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 **23**

to

Contract Number **MA210000000491**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC
	535 Woodward Heights
	Ferndale MI 48220
	Ellyn Davidson
	248-341-8211
	edavidson@brogan.com
	CV0029622

STATE	Program Manager	Nancy Felbusch	MSP
		517-230-7189	
		feldbushN@Michigan.gov	
	Contract Administrator	Marissa Gove	DTMB
		517-449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY							
MARKETING AND ADVERTISING SERVICES - MSP & OHSP							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE				
October 1, 2021	September 30, 2024	2 - 12 Months	September 30, 2026				
PAYMENT TERMS		DELIVERY TIMEFRAME					
NET 45		N/A					
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							
N/A							
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					
\$51,287,319.75	\$99,998.00	\$51,387,317.75					
DESCRIPTION							
Effective April 22, 2025, this Contract is increased by \$99,998.00 and the attached Statement of Work is hereby added. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on April 22, 2025.							

Project Request

This Contract Change adds a Statement of Work (SOW) for Michigan State Police to develop an awareness campaign for the Michigan Internet Crimes Against Children (ICAC) Task Force. It will include creative development, video production, account service, social media monitoring during paid flights and paid media. The primary target audience will be parents and caregivers (A35-54) in Michigan and the secondary audience will be kids and teens (8-17) in Michigan. The objective of the campaign will be to increase awareness of ICAC's mission and to educate people on the resources available to prevent internet crimes targeting minors. The budget for this SOW is \$99,998.

Requirements:

1. The contractor will review the background materials provided and provide any additional follow-up questions.
2. The contractor will develop a creative strategy planner identifying the key messaging, audience, proof points and insights.
3. The contractor will provide two concepts to the client for their approval/feedback including scripts and a key frame.
4. The contractor will work with the production company to develop the PSA using stock video/photography, voice-over record, graphics and final editing.
5. The contractor will provide web links to MSP for review of the video and schedule a phone call to discuss.
6. Once the video is approved, the contractor will provide final files.
7. The contractor will develop a media plan to reach the specified target audience.
8. Once the media plan is approved, the contractor will negotiate the media including added value media. Following negotiation, the contractor will place the plan.
9. The contractor will develop the necessary assets for the media tactics recommended.
10. The contractor will provide back-up invoices for all media and vendor invoices.
11. At the end of the campaign, the contractor will provide a complete media recap.

Timeline:

Task	Timing
Client provides DO Number	Week 1
Agency develops creative strategy planner	Week 2
Agency develops creative concepts	Week 3-6
Agency presents creative to client	Week 6
Client provides feedback and approval of campaign	Week 8
Agency produces video and all necessary materials	Week 9 - 15
Agency develops media plan	Week 9
Agency presents media plan	Week 11
Client provides feedback and approval on media plan	Week 12
Agency negotiates and places media	Week 13
Agency provides weblinks to client for review	Week 15



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CONTRACT CHANGE NOTICE

Change Notice Number 22

to

Contract Number MA210000000491

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC
	535 Woodward Heights
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CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MSP & OHSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2021	September 30, 2024	2 - 12 Months	September 30, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
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				
N/A				
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		
\$51,202,467.75	\$84,852.00	\$51,287,319.75		
DESCRIPTION				
Effective February 27, 2025, this Contract is increased by \$84,852.00 and the attached Statement of Work is hereby added. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

Change Notice 22 - Statement of Work

PROJECT REQUEST

This below information includes outlined pricing for Michigan State Police to run paid media tactics for Angel Program in FY25. The overall objective will be to increase awareness of and participation of the Angel Program.

Requirements

1. The contractor will review the background materials provided and provide any additional follow-up questions.
2. The media vendors are responsible for developing the bus creative, per their contracts. The contractor will ensure creative is approved by the client prior to posting. GSTV will run the same video as FY24, so no production will be required.
3. The contractor will develop a formal media plan after media tactics are selected.
4. The contractor will purchase and place the media on MSP's behalf.
5. The contractor will provide a media recap at the end of the campaign.

Timeline

Action	Timing
Client provides DO Number	February 24
Agency develops actual media plan with updated impressions, pricing, and flights	February 25 - 28
Client approved media plan	February 28
Agency places media	March 3 - 7
Client creates assets as needed	March 3 - 7
Agency distributes assets and media begins running	2 weeks before media begins, exact date TBD
Agency provides campaign recap	2 weeks after completion of campaign

Pricing Breakdown

The media tactics and pricing details are included below:

Tactic	Target Audience/Notes	Flight	Estimated Impressions	Media Cost	Agency Media Fee	Total Cost	Creative Due
(2) Bus Tails on CATA buses in Lansing	Adults 18+ who live in the Lansing DMA. Vendor developing artwork.	3/3/25 - 10/12/25	1M	\$ 5,000.00	\$ 192.108	\$5,192	2/17/2025
(42) Bus Interiors covering Saginaw and Northern counties	Adults 18+ who live in the Saginaw and other counties throughout the state. (Detailed map below) Vendor developing artwork.	3/3/25 - 10/12/25	2M	\$ 11,460.00	\$ 440.312	\$11,900	2/17/2025
(40) Posters in Bar/Resturant Restrooms in Macomb and Monroe County	Adults 18+ who live in the Macomb and Monroe county.	3/10/25 - 6/1/25	1.7M	\$ 19,160.00	\$736.16	\$19,896	2/10/2025
Gas Station TV (GSTV) Media Placement :15s video	Adults 18+ who live in the following counties: Wayne, Macomb, Kent, Muskegon, Marquette, Traverse City, Emmett, Otsego and Alpena.	3/3/25 - 7/13/25	2.5M	\$ 43,128.00	\$ 1,657.05	\$44,785	2/26/2025
Agency Account Service Hours	Monthly account service hours. Covers meetings, email, project management, etc. 3 hours per month, based on based on OHSP negotiated rate of \$114/hour.	-	-	-	-	\$3,078	-
Total Cost:							\$84,852

Dynamic Bus Ads Coverage Map:





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P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 21

to

Contract Number MA210000000491

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC
	535 Woodward Heights
	Ferndale MI 48220
	Ellyn Davidson
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	CV0029622

STATE	Program Manager	Nancy Feldbush	MSP
		517-230-7189	
		FeldbushN@michigan.gov	
	Contract Administrator	Marissa Gove	DTMB
		517-449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MSP & OHSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2021	September 30, 2024	2 - 12 Months	September 30, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
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				
N/A				
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		
\$51,107,476.75	\$94,991.00	\$51,202,467.75		
DESCRIPTION				
Effective August 19, 2024, this Contract is hereby increased by \$94,991.00 and the attached Statements of Work are added. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

Change Notice 21 - Statement of Work Additions

PROJECT REQUEST

This below information includes outlined pricing for Michigan State Police to add Port Huron paid media tactics onto the current Angel Program campaign. The overall objective will be to increase awareness of and participation of the Angel Program.

Requirements

1. The contractor will review the background materials provided and provide any additional follow-up questions.
2. The client will be responsible for developing necessary creative. The contractor will ensure creative is approved by the client prior to posting.
3. The contractor will develop a formal media plan after media tactics are selected.
4. The contractor will purchase and place the media on MSP's behalf.
5. The contractor will provide a media recap at the end of the campaign.

Timeline

Action	Timing
Client provides DO Number	August 16
Client approves media plan and tactics	August 19
Client develops necessary creative	August 19 - 23
Media begins running	August 26

Pricing Breakdown

The recommended media tactics and pricing details are included

Tactic	Target Audience/Notes	Flight	Media Cost	Agency Media Fee	Total Cost
TBD but suggesting: Outdoor, GSTV, Transit	Adults 18+ who live in the Port Huron area.	TBD	\$ 19,260.00	\$ 740.000	\$20,000
Total Cost:					\$20,000

PROJECT REQUEST

This below information includes pricing for Michigan State Police to run outdoor boards throughout MI and additional targeting in SE Michigan for preparedness awareness. The overall objective will be to increase awareness of what to look for and how to report anything suspicious to MSP.

Requirements

- 1. The contractor will review the background materials provided and provide any additional follow-up questions.
- 2. The client will be responsible for developing the creative, per the media specs.
- 3. The contractor will provide the specific board locations for approval before placing.
- 4. The contractor will purchase and place the media on MSP’s behalf.
- 5. The contractor will provide a media recap at the end of the campaign.

Timeline

Action	Timing
Client provides DO Number based on approved budget level	6.24
Agency requests and provides available outdoor inventory	6.24 – 7.8
Client approves outdoor locations	7.9 – 7.10
Agency secures outdoor locations and places media	7.10 – 7.12
Client develops creative and sends Agency art files	7.15 – 7.29
Agency distributes outdoor creative assets	One week prior to media start
Media begins	October 1, 2024

Pricing Breakdown

Below is pricing and details:

Tactic	Target Audience/Notes	Boards/Flight Length	Media Cost	Agency Media Fee	Total Cost	Creative Due
Outdoor	Outdoor boards in SE Michigan	5 months (3 boards per month), October - February	\$33,700	\$1,294.81	\$34,995	1 week prior to launch
Outdoor	Outdoor boards throughout Michigan	5 months (3-4 boards per month), October - February	\$36,870	\$1,416.60	\$38,287	1 week prior to launch
Agency Account Service Hours	Covers monthly account service hours (meetings, emails, project management, etc.). 3 hours per month, based on OHSP negotiated rate of \$114/hour.	-	-	-	\$1,710	-
Total Cost:					\$74,991	



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Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **20**

to

Contract Number **MA210000000491**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC
	535 Woodward Heights
	Ferndale MI 48220
	Ellyn Davidson
	248-341-8211
	edavidson@brogan.com
	CV0029622

STATE	Program Manager	Nancy Feldbush	MSP
		517-230-7189	
		FeldbushN@michigan.gov	
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY							
MARKETING AND ADVERTISING SERVICES - MSP & OHSP							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE				
October 1, 2021	September 30, 2024	2 - 12 Months	September 30, 2024				
PAYMENT TERMS		DELIVERY TIMEFRAME					
NET 45		N/A					
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							
N/A							
DESCRIPTION OF CHANGE NOTICE							
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE			
<input checked="" type="checkbox"/>	24 Months	<input type="checkbox"/>		September 30, 2026			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$46,107,476.75	\$5,000,000.00	\$51,107,476.75					
DESCRIPTION							
Effective July 16, 2024, this Contract is increased by \$5,000,000 and the two remaining option years available are hereby exercised. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on July 16, 2024.							



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525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **19**

to

Contract Number **MA21000000491**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC
	535 Woodward Heights
	Ferndale MI 48220
	Ellyn Davidson
	248-341-8211
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STATE	Program Manager	Nancy Felbusch	MSP
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	Contract Administrator	Marissa Gove	DTMB
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		Govem1@michigan.gov	

CONTRACT SUMMARY							
MARKETING AND ADVERTISING SERVICES - MSP & OHSP							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE				
October 1, 2021	September 30, 2024	2-1 Year	September 30, 2024				
PAYMENT TERMS		DELIVERY TIMEFRAME					
NET 45		N/A					
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							
N/A							
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					
\$46,098,204.75	\$9,272.00	\$46,107,476.75					
DESCRIPTION							
Effective May 21, 2024, the attached Statement of Work is added and the Contract is hereby increased by \$9,272.00. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.							

Project Request

This below information includes outlined pricing for Michigan State Police Cyber ICAC to run digital billboards in Northern Lower Michigan—Elmira, Gaylord and Grayling.

Requirements

1. The contractor will work with the Outdoor company to get a contract for the digital billboards.
2. The contractor will develop the creative based on existing creative.
3. The contractor will purchase and place the media on MSP's behalf.
4. The contractor will send all appropriate sizes to the Outdoor company.
5. The contractor will provide a media recap at the end of the campaign.

Timeline

Action	Timing
Client provides DO Number	May 14
Agency develops creative based on existing concept	May 14 - May 17
Agency provides creative to client for approval	May 17
Agency resizes creative and sends to outdoor company	May 24

Pricing Breakdown

Zip Code	# of Days	Per Day Rate	Total
49730	44	\$57/day	\$2,508
49735	56	\$57/day	\$3,192
49738	100	\$29/day	\$2,900
		Creative fee	\$342
		Media fee	\$330
		Total Costs	\$9,272



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CONTRACT CHANGE NOTICE

Change Notice Number **18**
to
Contract Number **210000000491**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC
	535 Woodward Heights
	Ferndale, MI 48220
	Ellyn Davidson
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	CV0029622

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	feldbushN@Michigan.gov		
	Contract Administrator	Marissa Gove	DTMB
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		govem1@michigan.gov	

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MSP & OHSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2021	September 30, 2024	2 - 1 Year	September 30, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$45,963,204.75	\$135,000.00		\$46,098,204.75	
DESCRIPTION				
Effective May 21, 2024, the attached Statement of Work is added and the Contract is hereby increased by \$135,000.00. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on May 21, 2024.				

PROJECT REQUEST

This below information includes outlined pricing for Michigan State Police to run paid media tactics for Angel Program in FY24 and production of a still graphic video. The overall objective will be to increase awareness of and participation of the Angel Program.

Requirements

1. The contractor will review the background materials provided and provide any additional follow-up questions.
2. The media vendors are responsible for developing the bus creative, per their contracts. The contractor will ensure creative is approved by the client prior to posting.
3. The contractor will work with the production company to develop the GSTV video ad including voice over record and video production and editing.
4. The contractor will provide web links to MSP for review of the video and schedule a phone call to discuss.
5. The contractor will develop a formal media plan after media tactics are selected.
6. The contractor will purchase and place the media on MSP's behalf.
7. Once the video is approved, the contractor will provide final files.
8. The contractor will provide a media recap at the end of the campaign.

Timeline

Action	Timing
Client provides DO Number	May 8
Client approved media plan and tactics	May 8
Media vendors develop bus creative	May 8 – May 13
Client approves bus creative	May 14
Agency distributes bus creative assets/media begins running	TBD
Agency develops video creative layout/design	May 8 – May 20
Client provides feedback and approval on video creative	May 22
Agency works with production company to produce video	May 22 – May 31
Agency provides weblinks to client for review	June 3
Client provides final approval to video	June 4
Agency distributes GSTV assets and media begins running	TBD

Pricing Breakdown

The media tactics and pricing details are included below:

Tactic	Target Audience/Notes	Flight	Estimated Impressions	Media Cost	Agency Media Fee	Total Cost
(2) Bus Tails on CATA buses in Lansing	Adults 18+ who live in the Lansing DMA. Vendor developing artwork.	32 weeks	1M	\$ 5,000.00	\$ 192.108	\$5,192
(42) Bus Interiors covering Saginaw and Northern counties	Adults 18+ who live in the Saginaw and other counties throughout the state. Detailed map below. Vendor developing artwork.	32 weeks	2M	\$ 11,460.00	\$ 440.312	\$11,900
Gas Station TV (GSTV) Media Placement :15s video	Adults 18+ who live in Wayne, Macomb, Kent, Muskegon and Marquette counties.	17 weeks	3.5M	\$ 59,556.00	\$ 2,288.24	\$61,844
Detroit Bus Shelters	Residents in the City of Detroit	12 weeks	3.8M	\$ 39,900.00	\$ 1,533.02	\$41,433
Grand Rapids Outdoor (2 boards in Kent County)	Residents in the Urban area of Kent County (boards are not available until Jul 15th)	12 weeks	4M	\$ 7,425.00	\$ 285.28	\$7,710
GSTV Video Production	Client to provide graphic & QR code. Agency to record voice over and edit video for GSTV :15s video.	-	-	-	-	\$3,500
Agency Account Service Hours	Monthly account service hours. Covers meetings, email, project management, etc. Estiamting 4-6 hours per month, based on based on OHSP negotiated rate of \$114/hour.	-	-	-	-	\$3,420
Total Cost:						\$135,000

Dynamic Bus Ads Coverage Map:





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CONTRACT CHANGE NOTICE

Change Notice Number **17**
to
Contract Number **210000000491**

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October 1, 2021	September 30, 2024	2 - 1 Year	September 30, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$45,887,424.75	\$75,780.00		\$45,963,204.75	
DESCRIPTION				
Effective March 21, 2024, this Contract is increased by \$75,780.00 and the attached Statement of Work is added. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

PROJECT REQUEST

This below information includes outlined pricing options for Michigan State Police to run outdoor boards in Wayne County to support recruitment in FY24. The overall objective will be to increase awareness of available careers opportunities at MSP.

Requirements

1. The contractor will review the background materials provided and provide any additional follow-up questions.
2. The client will be responsible for developing the creative, per the media specs.
3. The contractor will provide the specific board locations for approval before placing.
4. The contractor will purchase and place the media on MSP's behalf.
5. The contractor will provide a media recap at the end of the campaign.

Timeline

Action	Timing
Client provides DO Number based on approved budget level	April 1
Agency requests and provides available outdoor inventory	April 2 - 9
Client approves outdoor locations	April 10 - 12
Agency secures outdoor locations and places media	April 12
Client develops creative and sends Agency art files	April 12 - 26
Agency distributes outdoor creative assets	One week prior to media start
Media begins	May 15

Pricing Breakdown

Tactic	Target Audience/ Notes	Boards/Flight Length	Estimated Impressions	Media Cost	Agency Media Fee	Total Cost	Creative Due
Outdoor	Outdoor boards around I-96 and 275 interchange	5-6 months (2 boards for 5 months and one board for 6 months)	14.2M	\$71,000	\$2,727.93	\$73,728	1 week prior to launch
Agency Account Service Hours	Covers monthly account service hours (meetings, emails, project management, etc.). 3 hours per month, based on OHSP negotiated rate of \$114/hour.	-	-	-	-	\$2,052	-
Total Cost:						\$75,780	



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CONTRACT CHANGE NOTICE

Change Notice Number **16**
to
Contract Number **210000000491**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC
	535 Woodward Heights
	Ferndale, MI 48220
	Ellyn Davidson
	248-341-8211
	edavidson@brogan.com
	CV0029622

STATE	Program Manager	Nancy Felbusch	MSP
		517-230-7189	
	feldbushN@Michigan.gov		
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MSP & OHSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2021	September 30, 2024	2 - 1 Year	September 30, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$45,737,424.75		\$150,000.00	\$45,887,424.75	
DESCRIPTION				
Effective January 31, 2024, this Contract is hereby increased by \$150,000.00 and the attached Statement of Work is added. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

PROJECT REQUEST

This Contract change adds a Statement of Work (SOW) for Michigan State Police to develop a campaign for the prevention of targeted violence. The objective is to increase knowledge of targeted violence behaviors, prevention resources and reporting avenues. The campaign would include an overall campaign concept that will be used for multiple touchpoints including a campaign slogan, logo/visual id, website assets, video, social media assets, materials for community events and paid media.

The budget for this SOW is \$150,000

Requirements

1. The contractor will review the background materials provided and provide any additional follow-up questions.
2. The contractor will develop a creative strategy planner identifying the key messaging, audience, proof points and insights.
3. The contractor will provide three overall campaign concepts to the client for their approval/feedback including slogan/theme suggestions, logo options, video and adlobs (ad like objects).
4. Once the campaign is selected, the contractor will work with the production company to develop the video including shooting (if necessary), voice-over record, graphics, final editing and trafficking assets.
5. The contractor will also develop all additional materials including web content, necessary brochures and social media posts.
6. The contractor will provide web links to MSP for review of the video and schedule a phone call to discuss.
7. The contractor will develop a media plan to reach the specified target audience.
8. Once the media plan is approved, the contractor will negotiate the media including added value media. Following negotiation, the contractor will place the plan.
9. Once all materials are completed, the contractor will provide final materials and traffic out any assets as needed for the media buy.
10. While media runs, the contractor will optimize for maximum performance.
11. After the media runs, the contractor will provide measurements and metrics for final reporting.
12. The contractor will provide back-up invoices for all media and vendor invoices.

Pricing Breakdown

Item	Cost
Production costs: Includes social media campaign assets and video development (length between :15s - :60s).	\$50,000
Campaign creative development costs: Includes slogan, logo, website assets, video, social media assets and two additional pieces TBD (could include email, poster, flyer, etc.). Estimated 350 hours at OHSP negotiated rate of \$114 an hour.	\$39,900

Paid media placement cost: Includes digital video, YouTube, Facebook and Instagram ads. (Media plan to be developed after DO approved, providing further details on targeting and campaign flights.)	\$57,876.30
Media Commission: 3.7% media commission based on OHSP negotiated rate.	\$2,223.70
Total Budget	\$150,000

Timeline

Action	Timing
Client provides DO Number	Week 1
Agency develops creative strategy planner	Week 2
Agency develops creative concepts	Week 3-6
Agency presents creative to client	Week 6
Client provides feedback and approval of campaign	Week 8
Agency develops media plan	Week 9
Agency presents media plan	Week 11
Client provides feedback and approval on media plan	Week 12
Agency negotiates and places media	Week 13
Agency produces all materials	Week 9-14
Agency provides weblinks to client for review	Week 15
Client provides final approval on all materials	Week 16
Media begins running	Week 17
Agency recaps media campaign performance and provides to client	After campaign complete



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 **15**
to
Contract Number **210000000491**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC	STATE	Program Manager	Nancy Feldbush	MSP
	535 Woodward Heights			517-230-7189	
	Ferndale, MI 48220		Contract Administrator	feldbushn@Michigan.gov	
	Ellyn Davidson			Marissa Gove	DTMB
	248-341-8211			(517) 449-8952	
	edavidson@brogan.com			govem1@michigan.gov	
	CV0029622				

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MSP & OHSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2021	September 30, 2024	2 - 1 Year	September 30, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$45,737,424.75	\$0.00		\$45,737,424.75	
DESCRIPTION				
Effective September 14, 2023, the State's Program Manager is hereby changed to Nancy Feldbush. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				



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 **14**
to
Contract Number **210000000491**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC
	535 Woodward Heights
	Ferndale, MI 48220
	Ellyn Davidson
	248-341-8211
	edavidson@brogan.com
	CV0029622

STATE	Program Manager	Kendall Wingrove	MSP
		517-284-3147	
		Wingrovek@Michigan.gov	
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MSP & OHSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1, 2021	September 30, 2024	2 - 1 Year		September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$45,693,315.75		\$44,109.00	\$45,737,424.75	
DESCRIPTION				
Effective May 23, 2023, this Contract is increased by \$44,109.00 and the attached Statement of Work is hereby added. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on May 23, 2023.				



PROJECT REQUEST

This Contract Change adds a Statement of Work (SOW) for Michigan State Police to develop and execute a paid media campaign for the Drug Endangered Children Program. It will be targeted at A35-54 in Michigan (with key counties outlined include Wayne, Genesee, Crawford, Montmorency, Iosco, Roscommon & Clare), with a secondary audience of professionals who may encounter children who live in a household that is affected by SUD.

The objective of this campaign is to raise awareness of the effects of the opioid crisis and other SUDs have on children, so that those affected can be appropriately identified and receive intervention/services. There is also the desire to strengthen the project network and cross-sector partnerships.

The budget for this SOW is \$44,109

Requirements

1. The contractor will develop a media plan to reach the specified target audience.
2. Once the media plan is approved, the contractor will negotiate the media including added value media. Following negotiation, the contractor will place the plan.
3. The contractor will provide back-up invoices for all media and vendor invoices.
4. At the end of the campaign, the contractor will provide a complete media recap.

Tactic	Cost
Paid Media Placement: Will run digital video, YouTube & Facebook/Instagram ads	\$42,477.19
Media Commission: 3.7% media commission based on OHSP negotiated rate.	\$1,631.80
Total Budget	\$44,109

Timeline

Action	Timing
Client provides DO Number	Week of 4.24
Agency develops media plan	Complete
Agency presents media plan	Complete
Client provides feedback and approval on media plan	Week of 5.1
Agency negotiates and places media	5.8 – 5.26
Media campaign runs	6.5 – 11.5
Agency recaps media campaign performance and provides to client	11.5 - 11.22



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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 **13**
to
Contract Number **210000000491**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC
	535 Woodward Heights
	Ferndale, MI 48220
	Ellyn Davidson
	248-341-8211
	edavidson@brogan.com
	CV0029622

STATE	Program Manager	Kendall Wingrove	MSP
		517-284-3147	
		Wingrovek@Michigan.gov	
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MSP & OHSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2021	September 30, 2024	2 - 1 Year	September 30, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$45,603,492.28	\$89,823.47		\$45,693,315.75	
DESCRIPTION				
Effective March 8, 2023, this Contract is hereby increased by \$89,823.47. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
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CONTRACT CHANGE NOTICE

Change Notice Number **12**
to
Contract Number **210000000491**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC
	535 Woodward Heights
	Ferndale, MI 48220
	Ellyn Davidson
	248-341-8211
	edavidson@brogan.com
	CV0029622

STATE	Program Manager	Kendall Wingrove	MSP
		517-284-3147	
		Wingrovek@Michigan.gov	
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MSP & OHSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1, 2021	September 30, 2024	2 - 1 Year		September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$45,528,492.28	\$75,000.00	\$45,603,492.28		
DESCRIPTION				
Effective February 1, 2023, the following Schedule A - Statements of Work are hereby added and the Contract is increased by \$75,000.00. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

PROJECT REQUEST

This Contract Change adds a Statement of Work (SOW) for Michigan State Police to develop a video for the Michigan Alliance for Drug Endangered Children. The objective for this video will be to educate prevention professionals on what they can do to support change.

The budget range for this SOW is \$25,000-\$60,000

Requirements

1. The contractor will review the background materials provided and provide any additional follow up questions.
2. The contractor will develop a creative strategy planner identifying the key messaging, audience, proof points and insights.
3. The contractor will provide three concepts to the client for their approval/feedback including scripts and a key frame.
4. The contractor will work with the production company to develop the PSA including shooting (if necessary and budget allows), voice-over record, graphics and final editing.
5. The contractor will provide web links to MSP for review of the video and schedule a phone call to discuss.
6. Once the video is approved, the contractor will provide final files.

Pricing Breakdown

The \$25,000 budget covers concept development and production of a final video using stock footage. Brogan will develop at least one concept that works within the \$25,000 budget. If we need to shoot original footage to complete the video project, the cost will increase to \$60,000 to cover shooting labor, talent costs, director, lighting and other ancillary production costs. We will be able to provide you with a detailed quote once a concept is chosen.

Timeline

Action	Timing
Client provides DO Number	Week of 1/4/2023
Agency develops creative strategy planner	Week of 1/4/2023
Agency develops creative concepts	1/4/2023 – 1/18/23
Agency presents creative to client	Week of 1/23/2023
Client provides feedback and approval of final script	Week of 1/23/2023
Agency works with production company to produce video	Month of February
Agency provides weblinks to client for review	Week of 3/6/2023
Client provides final approval to video	Week of 3/6/2023
Agency provides final files of video	Week of 3/13/2023

PROJECT REQUEST

This Contract Change adds a Statement of Work (SOW) for Michigan State Police to develop and execute a streaming audio campaign for the Angel Program. It will be targeted at Adults 18+ in the following markets: Cheboygan, Presque Isle, Otsego, Montmorency, Alpena, Kalkaska, Crawford, Oscoda, Alcona, Wexford, Missaukee, Roscommon, Ogemaw, Iosco, Lake, Clare, Gladwin and Arenac. The objective will be to increase awareness of and participation in the Angel Program.

The budget for this SOW is \$15,000

Requirements

1. The client will provide the contractor with any key proof points that should be included in the messaging.
2. The contractor will develop a media plan and a :30 script for use on audio streaming to reach the specified target audience.
3. Once the media plan is approved, the contractor will negotiate the media including added value media. Following negotiation, the contractor will place the plan.
4. The contractor will provide one script to the client for their approval/feedback.
5. The contractor will work with the media vendor to produce the audio spot including the voice-over talent.
6. The contractor will provide an audio file to MSP for review and schedule a phone call to discuss. Once the audio spot is approved, the contractor will provide final files to MSP.
7. The contractor will provide back-up invoices for all media and vendor invoices.
8. At the end of the campaign, the contractor will provide a complete media recap.

Tactic	Cost
Paid Media Placement: Pandora Streaming Audio, 4-month campaign. Pandora will produce the spot and provide voice over talent.	\$13,896.09
Media Commission: 3.7% media commission based on OHSP negotiated rate.	\$533.91
Agency Fee: Developing :30s radio script. Cost is based on 5 hours at the negotiated OHSP blended rate of \$114/hour.	\$570
Total Budget	\$15,000

Timeline

Action	Timing
Client provides DO Number	Week of 2/6
Agency develops media plan and audio script	2/13 – 2/24
Agency presents media plan and audio script to client	2/27
Client provides feedback and approval on media and audio script	2/28 – 3/1
Agency works with vendor to produce audio spot	3/1 – 3/6
Agency provides audio file to client for review	3/6
Client provides final approval to audio	3/8
Agency distributes asset and media begins running	Week of 3/13



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 **11**
to
Contract Number **210000000491**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC
	535 Woodward Heights
	Ferndale, MI 48220
	Ellyn Davidson
	248-341-8211
	edavidson@brogan.com
	CV0029622

STATE	Program Manager	Kendall Wingrove	MSP
		517-284-3147	
		Wingrovek@Michigan.gov	
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY					
MARKETING AND ADVERTISING SERVICES - MSP & OHSP					
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE		INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2021	September 30, 2024		2 - 1 Year	September 30, 2024	
PAYMENT TERMS			DELIVERY TIMEFRAME		
NET 45			N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS					
N/A					
DESCRIPTION OF CHANGE NOTICE					
OPTION	LENGTH OF OPTION		EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>			<input type="checkbox"/>		N/A
CURRENT VALUE		VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$45,455,732.00		\$72,760.28		\$45,528,492.28	
DESCRIPTION					
Effective 12/19/22, the attached Schedule A - Statement of Work hereby replaces the Statement of Work added in Change Notice 6. In addition, this Contract is increased by \$72,760.28. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.					



PROJECT REQUEST

This Contract Change adds a Statement of Work (SOW) for Michigan State Police to develop and execute a recruitment campaign throughout the state of Michigan. One focused on recruiting troopers and another with a focus on recruiting motor carrier officers and civilians.

The budget for this SOW is \$222,760

Requirements

1. The client will provide the contractor with salary information and any additional background information for Michigan State Police recruits.
2. The contractor will develop a media plan using video streaming, digital and social media to reach Black and Hispanic men and women in the state of Michigan. The campaigns will be targeted to counties with more diverse populations in the state.
3. For the full budget, the contractor will develop an additional media plan to reach the thumb area, Alpena, Niles/Paw Paw, Hart, Northern Michigan, Kalamazoo, Jackson, Battle Creek and the UP.
4. Once the media plan is approved, the contractor will negotiate the media including added value media. Following negotiation, the contractor will place the plan.
5. The contractor will develop a creative strategy planner identifying the key messaging, audience, proof points and insights.
6. The contractor will provide three concepts to the client for their approval/feedback including scripts and a key frame.
7. The contractor will work with the production company to develop the PSA including shooting, voice-over record, graphics and final editing. The contractor will provide web links to MSP for review of the video and schedule a phone call to discuss.
8. Once the video is approved, the contractor will provide final files.
9. The contractor will develop additional assets including social media graphics, digital banner ads and outdoor boards.
10. Once the media is placed, the contractor will monitor, optimize and report on the progress of the campaign.
11. The contractor will provide back-up invoices for all media and vendor invoices.
12. At the end of the campaign, the contractor will provide a complete media recap.

Pricing Breakdown Plan A - \$222,760.28

Item	Cost
Account service, strategy and creative campaign development for 2 campaigns (trooper and motor carrier/civilian). This is based on 210 hours of work at negotiated OHSP rate of \$114 per hour)	\$23,940
Production of a 2 - :30s videos (with :15s cuts of each) including professional shooting, voice-over, talent and locations	\$83,210
Digital, social and video streaming in key markets throughout the state to reach Black and Hispanic Men and Women – 80% rotation trooper, 20% rotation other (Note: Social includes awareness channels – direct recruitment posts would be handled by MSP for channels such a Indeed, Zip Recruiter)	\$104,832.70

Social media in the thumb, Alpena, Niles/Paw Paw, Hart, Northern Michigan and the UP	\$6,500
Media Fee (3.7% of media)	\$4,277.58
Total	\$222,760.28

Timeline

Action	Timing
Client provides DO Number	Week of 12/5
Agency develops creative strategy planner	Completed
Agency develops creative and media plan	Completed
Agency presents creative and media to client	Completed
Client provides feedback and approval on media and creative	Completed
Agency works with production company to produce video. Agency produces additional assets.	Completed
Agency provides weblinks to client for review	Week of 12/5
Client provides final approval to video	Week of 12/5
Agency distributes assets and media begins running	Week of 12/12



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320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **10**
to
Contract Number **210000000491**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC
	535 Woodward Heights
	Ferndale, MI 48220
	Ellyn Davidson
	248-341-8211
	edavidson@brogan.com
	CV0029622

STATE	Program Manager	Kendall Wingrove	MSP
		517-284-3147	
		Wingrovek@Michigan.gov	
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MSP & OHSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1, 2021	September 30, 2024	2 - 1 Year		September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,455,732.00	\$30,000,000.00	\$45,455,732.00		
DESCRIPTION				
Effective 12/13/22, this Contract is hereby increased by \$30,000,000. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on 12/13/22.				



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 **9**
to
Contract Number **210000000491**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC
	535 Woodward Heights
	Ferndale, MI 48220
	Ellyn Davidson
	248-341-8211
	edavidson@brogan.com
	CV0029622

STATE	Program Manager	Kendall Wingrove	MSP
		517-284-3147	
		Wingrovek@Michigan.gov	
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MSP & OHSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1, 2021	September 30, 2024	2 - 1 Year		September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,370,732.00	\$85,000.00	\$15,455,732.00		
DESCRIPTION				
Effective 10/26/22, the attached Statement of Work is added and the Contract is hereby increased by \$85,000. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

PROJECT REQUEST

This Contract Change adds a Statement of Work for Michigan State Police Grants and Community Services statewide social media campaign for the promotion of the Angel Program during FY23. This Campaign will bolster available departmental resources to assist those struggling with substance use disorder and alcoholism.

Tactic	Cost
Paid Social Media: Facebook & Instagram, 2 posts/month for 12 months	\$26,000
Digital Display Banner Ads: 4 months: Jan. - April	\$23,941
Media Commission: 3.7% media commission based on OHSP negotiated rate	\$1,918.81
Agency fee: Refreshing images for digital and social assets and account service. Cost is based on 31 hours at the negotiated OHSP blended rate of \$114/hour	\$3,500
Social media monitoring: monitoring/responding, 5 hours/week for 52 weeks (monitoring during weekdays only). Cost is based on the negotiated OHSP blended rate of \$114/ hour	\$29,640
Total Budget	\$85,000



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 **8**
to
Contract Number **210000000491**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC	STATE	Program Manager	Kendall Wingrove	MSP
	535 Woodward Heights			517-284-3147	
	Ferndale, MI 48220		Contract Administrator	Wingrovek@Michigan.gov	
	Ellyn Davidson			Marissa Gove	DTMB
	248-341-8211			(517) 449-8952	
	edavidson@brogan.com			govem1@michigan.gov	
	CV0029622				

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MSP & OHSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2021	September 30, 2024	2 - 1 Year	September 30, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,370,732.00	\$0.00	\$15,370,732.00		
DESCRIPTION				
Effective 9/8/22, replacing Standard Contract Terms, Section 6. Insurance Requirements to now read as attached. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

- 6. Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
Automobile Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Professional Liability (Errors and Omissions) Insurance	
<u>Minimum Limits:</u> \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate <u>Deductible Maximum:</u> \$50,000 Per Loss	



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CONTRACT CHANGE NOTICE

Change Notice Number 7
to
Contract Number 210000000491

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC	STATE	Program Manager	Kendall Wingrove	MSP
	535 Woodward Heights			517-284-3147	
	Ferndale, MI 48220		Contract Administrator	Wingrovek@Michigan.gov	
	Ellyn Davidson			Marissa Gove	DTMB
	248-341-8211			(517) 449-8952	
	edavidson@brogan.com			govem1@michigan.gov	
	CV0029622				

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MSP & OHSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1, 2021	September 30, 2024	2 - 1 Year		September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$15,320,732.00		\$50,000.00	\$15,370,732.00	
DESCRIPTION				
Effective 9/1/22, this Contract is hereby increased by \$50,000 for the attached Michigan State Police (MSP) Statement of Work - MSP Office of School Safety Training Videos. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				



PROJECT REQUEST

MSP Office of School Safety Training Videos

This Contract Change adds a Statement of Work (SOW) for Michigan State Police to develop and execute training videos for the Office of School Safety.

The budget for this SOW is \$50,000

Requirements

1. The client will provide the initial information for the script, on-camera talent and a location for the training videos.
2. The contractor will finesse the scripts and produce (5) :60s training videos for MSP's training needs.
3. The contractor will work with the production company to develop the videos including shooting, voice-over record (if needed), graphics and final editing. The contractor will provide web links to MSP for review of the video and schedule a phone call to discuss.
4. Once the video is approved, the contractor will provide final files.

Pricing Breakdown - \$50,000

Item	Cost
Account service, strategy and creative campaign development (based on 100 hours of work at negotiated OHSP rate of \$114 per hour)	\$11,400
Production of a (5) :60s training videos including professional shooting and editing, music and graphics. Talent and location to be provided by MSP.	\$38,600
Total	\$50,000

Timeline

Action	Timing
Client provides DO Number	Week of 8/21/2022
Client provides script information	Week of 8/28
Agency develops video frame and updates script	8/22/2022 – 9/2/2022
Agency presents creative to client	Week of 8/22/2022
Client provides feedback and approval on creative	Week of 9/5/2022
Agency works with production company to produce videos	9/19/2022 – 10/3/2022
Agency provides weblinks to client for review	Week of 10/3
Client provides final approval to video	Week of 10/3
Agency distributes assets to Client	Week of 10/10



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Department of Technology, Management, and Budget
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CONTRACT CHANGE NOTICE

Change Notice Number **6**
to
Contract Number **210000000491**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC	STATE	Program Manager	Kendall Wingrove	MSP
	535 Woodward Heights			517-284-3147	
	Ferndale, MI 48220		Contract Administrator	Wingrovek@Michigan.gov	
	Ellyn Davidson			Marissa Gove	DTMB
	248-341-8211			(517) 449-8952	
	edavidson@brogan.com			govem1@michigan.gov	
	CV0029622				

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MSP & OHSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1, 2021	September 30, 2024	2 - 1 Year		September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$15,170,732.00	\$150,000.00		\$15,320,732.00	
DESCRIPTION				
Effective August 30, 2022, this Contract is hereby increased by \$150,000 for the attached Michigan State Police (MSP) Statement of Work - Recruitment Campaign. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on 8/30/22.				

PROJECT REQUEST

This Contract Change adds a Statement of Work (SOW) for Michigan State Police to develop and execute a recruitment campaign throughout the state of Michigan.

The budget range for this SOW is \$125,000 - \$150,000.

Requirements

1. The client will provide the contractor with salary information and any additional background information for Michigan State Police recruits.
2. The contractor will develop a media plan using video streaming, digital and social media to reach Black and Hispanic men and women in the state of Michigan. The campaigns will be targeted to counties with more diverse populations in the state.
3. For the full budget, the contractor will develop an additional media plan to reach the thumb area, Alpena, Niles/Paw Paw, Hart, Northern Michigan, Kalamazoo, Jackson, Battle Creek and the UP.
4. Once the media plan is approved, the contractor will negotiate the media including added value media. Following negotiation, the contractor will place the plan.
5. The contractor will develop a creative strategy planner identifying the key messaging, audience, proof points and insights.
6. The contractor will provide three concepts to the client for their approval/feedback including scripts and a key frame.
7. The contractor will work with the production company to develop the PSA including shooting, voice-over record, graphics and final editing. The contractor will provide web links to MSP for review of the video and schedule a phone call to discuss.
8. Once the video is approved, the contractor will provide final files.
9. The contractor will develop additional assets including social media graphics, digital banner ads and outdoor boards.
10. Once the media is place, the contractor will monitor, optimize and report on the progress of the campaign.
11. The contractor will provide back-up invoices for all media and vendor invoices.
12. At the end of the campaign, the contractor will provide a complete media recap.

Pricing Breakdown Plan A - \$150,000

Item	Cost
Account service, strategy and creative campaign development (based on 150 hours of work at negotiated OHSP rate of \$114 per hour)	\$17,100
Production of a video including professional shooting, voice-over, talent and locations	\$50,000
Digital, social and video streaming in key markets throughout the state to reach Black and Hispanic Men and Women	\$74,832.70
Social media in the thumb, Alpena, Niles/Paw Paw, Hart, Northern Michigan and the UP	\$5,000
Media Fee (3.7% of media)	\$3,067.30
Total	\$150,000

Pricing Breakdown Plan B - \$150,000

Item	Cost
Account service, strategy and creative campaign development (based on 150 hours of work at negotiated OHSP rate of \$114 per hour)	\$17,100
Production of a video including professional shooting, voice-over, talent and locations	\$50,000
Digital, social and video streaming in key markets throughout the state to reach Black and Hispanic Men and Women	\$54,832.70
Outdoor, social and digital media in the thumb, Alpena, Niles/Paw Paw, Hart, Northern Michigan and the UP	\$25,000
Media Fee (3.7% of media)	\$3,067.30
Total	\$150,000

Pricing Breakdown Plan C - \$125,000

Item	Cost
Account service, strategy and creative campaign development (based on 150 hours of work at negotiated OHSP rate of \$114 per hour)	\$17,100
Production of a video including professional shooting, voice-over, talent and locations	\$50,000
Digital, social and video streaming in key markets throughout the state to reach Black and Hispanic Men and Women	\$55,757.70
Media Fee (3.7% of media)	\$2,142.30
Total	\$125,000

Timeline

Action	Timing
Client provides DO Number	Week of 7/4/2022
Agency develops creative strategy planner	Week of 7/4/2022
Agency develops creative and media plan	7/7/2022 – 7/25/2022
Agency presents creative and media to client	Week of 7/25/2022
Client provides feedback and approval on media and creative	Week of 8/1/2022
Agency works with production company to produce video. Agency produces additional assets.	8/1/2022 – 8/26/2022
Agency provides weblinks to client for review	Week of 8/29
Client provides final approval to video	Week of 8/29
Agency distributes assets and media begins running	Week of 9/5



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CONTRACT CHANGE NOTICE

Change Notice Number **5**
to
Contract Number **210000000491**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC
	535 Woodward Heights
	Ferndale, MI 48220
	Ellyn Davidson
	248-341-8211
	edavidson@brogan.com
	CV0029622

STATE	Program Manager	Kendall Wingrove	MSP
		517-284-3147	
		Wingrovek@Michigan.gov	
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MSP & OHSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2021	September 30, 2024	2 - 1 Year	September 30, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,110,732.00	\$60,000.00	\$15,170,732.00		
DESCRIPTION				
Effective July 21, 2022, this Contract is hereby increased by \$60,000 for the attached Michigan State Police (MSP) Statement of Work - Michigan Alliance for Drug Endangered Children. In addition, the State Contract Administrator is hereby changed to Marissa Gove. All other terms, conditions, specifications, and pricing remain the same per Contractor and Agency agreement, and DTMB Central Procurement Services approval.				

Change Notice 5 - Attachment - Michigan State Police (MSP) Statement of Work - Michigan Alliance for Drug Endangered Children

PROJECT REQUEST

This Contract Change adds a Statement of Work (SOW) for Michigan State Police to develop a video for the Michigan Alliance for Drug Endangered Children.

The budget range for this SOW is \$25,000-\$60,000

Requirements

1. The contractor will review the background materials provided and provide any additional follow up questions.
2. The contractor will develop a creative strategy planner identifying the key messaging, audience, proof points and insights.
3. The contractor will provide three concepts to the client for their approval/feedback including scripts and a key frame.
4. The contractor will work with the production company to develop the PSA including shooting (if necessary and budget allows), voice-over record, graphics and final editing.
5. The contractor will provide web links to MSP for review of the video and schedule a phone call to discuss.
6. Once the video is approved, the contractor will provide final files.

Pricing Breakdown

The \$25,000 budget covers concept development and a production of a final video using stock footage. Brogan will develop at least one concept that works within the \$25,000 budget. If we need to shoot original footage to complete the video project, the cost will increase to \$60,000 to cover shooting labor, talent costs, director, lighting and other ancillary production costs. We will be able to provide you with a detailed quote once a concept is chosen.

Timeline

Action	Timing
Client provides DO Number	Week of 10/3/2022
Agency develops creative strategy planner	Week of 10/3/2022
Agency develops creative	10/10/2022 – 10/21/2022
Agency presents creative to client	Week of 10/24/2022
Client provides feedback and approval of final script	Week of 10/31/2022
Agency works with production company to produce video	Month of November
Agency provides weblinks to client for review	11/30/2022
Client provides final approval to video	12/1/2022
Agency provides final files of video	12/2/2022



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CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **210000000491**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC	STATE	Program Manager	Kendall Wingrove	MSP
	535 Woodward Heights			517-284-3147	
	Ferndale, MI 48220			Wingrovek@Michigan.gov	
	Ellyn Davidson	Contract Administrator		Sarah McKinley	DTMB
	248-341-8211			(517) 256-4237	
	edavidson@brogan.com			mckinleys4@michigan.gov	
	CV0029622				

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MSP & OHSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1, 2021	September 30, 2024	2 - 1 Year		September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	September 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$15,095,000.00	\$15,732.00		\$15,110,732.00	
DESCRIPTION				
Effective May 11, 2022, please note the following:				
This Contract is hereby increased by \$15,732.00 for the attached updated Michigan State Police (MSP) Statemnet of Work - MSP Angel Program. Please refer to Chagne Notice 4 Attachmetrn for more informaiton.				
All other terms, conditions, specifications and pricing remain the same per Contractor and Agency agreement and DTMB Central Procurement Services approval.				

Change Notice 2 Attachment - Michigan State Police (MSP)

Statement of Work - MSP Angel Program – Updated

Resources used will consist of a combination of Facebook, Instagram, along with digital display banner ads to reach your target audience. Our program will include ongoing optimization of media throughout the entire flight through the end of September 2022. We'll also develop the creative units for each media vehicle based on the look and messaging of the billboard you provided. The media buy will run throughout the state of Michigan. Below is a breakdown of the updated budget of \$85,732.00.

It is understood that the creative concepts (intellectual property) that we develop, and that you produce as a part of your marketing program, become your property for unlimited usage once all applicable agency fees and vendor production bills have been paid in full. Creative options that we develop and present to you that you do not choose as part of your marketing program remain the property of the agency.

Tactic	Cost
Social Media	\$14,000
Digital Display media (banner ads)	\$48,048.73
Agency fee to develop creative assets, develop the search build, provide account service and communication throughout the duration of the program. Cost is based on 48 hours at the negotiated OHSP blended rate of \$114/hour.	\$5,472
3.7% media commission based on OHSP negotiated rate.	\$2,479.27
Social media monitoring: monitoring/responding, 6 hours/week for 23 weeks (using MSP provided canned responses). Cost is based on 138 hours at the negotiated OHSP blended rate of \$114/hour.	\$15,732
Total Budget	\$85,732.00



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CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **210000000491**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC	STATE	Program Manager	Kendall Wingrove	MSP
	535 Woodward Heights			517-284-3147	
	Ferndale, MI 48220		Contract Administrator	Wingrovek@Michigan.gov	
	Ellyn Davidson			Sarah McKinley	DTMB
	248-341-8211			(517) 256-4237	
	edavidson@brogan.com			mckinleys4@michigan.gov	
	CV0029622				

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MSP & OHSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1, 2021	September 30, 2024	2 - 1 Year		September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	September 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$15,070,000.00	\$25,000.00		\$15,095,000.00	
DESCRIPTION				
Effective March 30, 2022, please note the following:				
This Contract is hereby increased by \$25,000.00 for the attached Michigan State Police (MSP) Statement of Work - MSP Teen Driver Safety PSA. Please refer to Change Notice 3 Attachment for more information.				
All other terms, conditions, specifications, and pricing remain the same per Contractor and Agency agreement, and DTMB Central Procurement Services approval.				

PROJECT REQUEST

This Contract Change adds a Statement of Work (SOW) for Office of Highway Safety Planning (OHSP) to develop a Teen Driving Safety Program.

The budget for this SOW is \$25,000.

Requirements

1. The contractor will review the recommendations and findings in the Teens and Speeding Report and review desk research to see what other materials are available.
2. The contractor will develop a creative strategy planner identifying the key messaging, audience, proof points and insights.
3. The contractor will provide three concepts to the client for their approval/feedback including scripts and a key frame.
4. The contractor will work with the production company to develop the PSA including shooting (if necessary), voice-over record, graphics and final editing.
5. The contractor will provide web links to OHSP for review of the video and schedule a phone call to discuss.
6. Once the PSA is approved, the contractor will provide final files.

Pricing Breakdown

Services	Cost
Video Production	\$25,000

Timeline

Action	Timing
Client provides DO Number	By 4/4/22
Agency develops creative strategy planner	Week of 4/4/2022
Agency develops creative and media plan	4/11/2022 – 4/29/2022
Agency presents creative to client	Week of 5/2/2022
Client provides feedback and approval of final script	Week of 5/9/2022
Agency works with production company to produce video	5/11/2022 – 5/31/2022
Agency provides weblinks to client for review	6/1/2022
Client provides final approval to video	6/3/2022
Agency provides final files of video	6/5/2022



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CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **210000000491**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC	STATE	Program Manager	Kendall Wingrove	MSP
	535 Woodward Heights			517-284-3147	
	Ferndale, MI 48220		Contract Administrator	Wingrovek@Michigan.gov	
	Ellyn Davidson			Sarah McKinley	DTMB
	248-341-8211			(517) 256-4237	
	edavidson@brogan.com			mckinleys4@michigan.gov	
	CV0029622				

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MSP & OHSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1, 2021	September 30, 2024	2 - 1 Year		September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	September 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,000,000.00	\$70,000.00	\$15,070,000.00		
DESCRIPTION				
Effective March 14, 2022, please note the following:				
1. This Contract is hereby increased by \$70,000.00 for the attached Michigan State Police (MSP) Statement of Work - MSP Angel Program. Please refer to Change Notice 2 Attachment for more information.				
2. The Contract Administrator is hereby updated to Sarah McKinley; Email: McKinleys4@michigan.gov; Phone: 517-256-4237.				
All other terms, conditions, specifications, and pricing remain the same per Contractor and Agency agreement, and DTMB Central Procurement Services approval.				

Change Notice 2 Attachment - Michigan State Police (MSP) **Statement of Work - MSP Angel Program**

Resources used will consist of a combination of Facebook, Instagram, and Twitter along with digital display banner ads and search media to reach your target audience. Our program will include ongoing optimization of media throughout the entire flight through the end of September 2022. We'll also develop the creative units for each media vehicle based on the look and messaging of the billboard you provided. We understand you would like to provide additional emphasis in the UP, Northern Michigan and possibly some additional counties throughout the state. We'll incorporate that information into the media buy. Below is a breakdown of the \$70,000 budget.

It is understood that the creative concepts (intellectual property) that we develop, and that you produce as a part of your marketing program, become your property for unlimited usage once all applicable agency fees and vendor production bills have been paid in full. Creative options that we develop and present to you that you do not choose as part of your marketing program remain the property of the agency.

Tactic	Cost
Social Media	\$14,000
Digital Display media (banner ads)	\$30,000
Search	\$18,048.73
Agency fee to develop creative assets, develop the search build, provide account service and communication throughout the duration of the program. Cost is based on 48 hours at the negotiated OHSP blended rate of \$114 an hour.	\$5,472
3.7% media commission based on OHSP negotiated rate.	\$2,479.27
Total Budget	\$70,000.00



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

CONTRACT CHANGE NOTICE

Change Notice Number **1**
 to
 Contract Number **210000000491**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC	STATE	Program Manager	Kendall Wingrove	MSP
	535 Woodward Heights			517-284-3147	
	Ferndale, MI 48220		Contract Administrator	Wingrovek@Michigan.gov	
	Ellyn Davidson			Sarah Walter	DTMB
	248-341-8211			(517) 256-4237	
	edavidson@brogan.com			walters6@michigan.gov	
	CV0029622				

CONTRACT SUMMARY				
MARKETING AND ADVERTISING SERVICES - MSP & OHSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1, 2021	September 30, 2024	2 - 1 Year		September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	September 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$15,000,000.00	\$0.00		\$15,000,000.00	
DESCRIPTION				
Effective October 28, 2021, please note the following revisions to Schedule B Pricing:				
<div>1. Account Management Services - A fixed annual price will be used to compensate the Contractor for all Account Management Services. The price is expected to compensate the Contractor for all Account Management Services related to work performer throughout the year.</div> <div>2. Creative and Production Services - A variable price based on a blended hourly rate will be used to compensate the Contractor for Creative Services. The price is expected to compensate the Contractor for all Creative and Production Servicesfor all projects over the course of the Contract.<div><div>• Blended hourly rate is defined as the "Not-to-Exceed" hourly amount that will be pain to the Contractor for Creative and Production deliverables based on approved Project Plan.</div><div>• All subcontracted work must be passed though at "cost" and include no mark-up of any kind.</div><div>• All overhead expenses of the Contractor must be included in the variable price.</div></div></div> <div>3. Media Placement Agency Fee - A commission percentage will be used to compensate the Contractor for Media Placement Services.<div><div>• The State will not accept fees or commissions from subcontractor and suppliers, these Contractors must be at a non-commissioned rate, without mark-up.</div><div>• The Contractor must pass on all reductions in cost, such as volume, media buying discounts, early payment discounts, and/or unplaced media. on each project.</div></div></div>				

4. Pricing Table

Deliverable	Pricing
Account Management Services – Fixed Annual Price	\$50,315
Creative Services – Blended Hourly Rate	\$114/hour
Media Commission	\$3.7%

All other terms, conditions, specifications, and pricing remain the same per Contractor and Agency agreement, and DTMB Central Procurement Services approval.



STATE OF MICHIGAN PROCUREMENT
Department of Technology Management and Budget
525 W Allegan Street, Lansing, MI 48913
PO BOX 30026 Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 210000000491
between
THE STATE OF MICHIGAN
and

CONTRACTOR	Brogan & Partners Advertising Consultancy, Inc. (d/b/a Brogan & Partners Convergence Marketing)
	535 Woodward Heights
	Ferndale, MI 48220
	Ellyn Davidson
	Work: 248-341-8211 Cell: 248-854-2318
	edavidson@brogan.com
	CV0029622

STATE	Program Manager	Kendall Wingrove	MSP
		517-284-3147	
		WingroveK@michigan.gov	
	Contract Administrator	Sarah Walter	DTMB
		517-256-4237	
		Walters6@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: MARKETING AND ADVERTISING SERVICES – MICHIGAN STATE POLICE (MSP) OFFICE OF HIGHWAY SAFETY PLANNING (OHSP)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2021	September 30, 2024	2, 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of our inquiry RFP NO. 200000000292. Orders for delivery will be issued directly by Departments through the issuance of a Delivery Order Form. <input type="checkbox"/>			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$15,000,000.00	

FOR THE CONTRACTOR:

Brogan & Partners Advertising Consultancy, Inc
Company Name

Authorized Agent Signature

Ellyn Davidson
Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Pamela Platte, Services & Commodities Director
Name & Title

DTMB Central Procurement Services
Agency

Date

Contract No. 210000000491
MSP/OHSP Marketing and Advertising Services

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STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Brogan & Partners Advertising Consultancy, Inc. (DBA Brogan & Partners Convergency Marketing) (“**Contractor**”), a Michigan Corporation. This Contract is effective on October 1, 2021 (“**Effective Date**”), and unless terminated, expires on September 30, 2024.

This Contract may be renewed for up to two 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.

The parties agree as follows:

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

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

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

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

STANDARD CONTRACT TERMS

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

If to State:	If to Contractor:
Sarah Walter 525 W Allegan Street Lansing, MI 48913 Walters6@michigan.gov 517-256-4237	Ellyn Davidson 535 Woodward Heights Ferndale, MI 48220 edavidson@brogan.com Cell: 248-854-2318 Work: 248-341-8211

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

State:	Contractor:
Sarah Walter 525 W Allegan Street Lansing, MI 48913 Walters6@michigan.gov 517-256-4237	Ellyn Davidson 535 Woodward Heights Ferndale, MI 48220 edavidson@brogan.com Cell: 248-854-2318 Work: 248-341-8211

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

State:	Contractor:
Kendall Wingrove MSP, OHSP 7150 Harris Drive PO BOX 30634 Dimondale, MI 48821 WingroveK@michigan.gov 517-284-3147	Katie Rehrauer 535 Woodward Heights Ferndale, MI 48220 Krehrauer@brogan.com 248-506-2931

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and

STANDARD CONTRACT TERMS

Required Limits	Additional Requirements
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate Deductible Maximum: \$50,000 Per Loss	

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

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

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

- 7. Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all MiDeal 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.

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

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

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

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

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

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

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

STANDARD CONTRACT TERMS

- 11. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 12. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 13. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 14. Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
- 15. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 16. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review

STANDARD CONTRACT TERMS

Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

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

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

17. Reserved.

18. Reserved.

19. Reserved.

20. Terms of Payment. Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

STANDARD CONTRACT TERMS

under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

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

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

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

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court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

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

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Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

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

- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 28. Limitation of Liability and Disclaimer of Damages.** **IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 29. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises

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during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

- 30. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

31. Reserved.

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

A. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

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

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

- C. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- D. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- E. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. Reserved.

STANDARD CONTRACT TERMS

34. Reserved.

35. Reserved.

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

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

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

37. Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material

STANDARD CONTRACT TERMS

breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

- 38. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 39. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 40. Reserved.**
- 41. Reserved.**
- 42. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 43. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 44. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 45. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict

STANDARD CONTRACT TERMS

the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

46. Force Majeure. Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

47. Dispute Resolution. The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

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

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

49. Website Incorporation. The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

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

Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Project Plans

STANDARD CONTRACT TERMS

- 51. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 52. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 53. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 54. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 55. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

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.

FEDERAL PROVISIONS ADDENDUM

- 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

FEDERAL PROVISIONS ADDENDUM

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 contract** 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.

FEDERAL PROVISIONS ADDENDUM

- 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.

FEDERAL PROVISIONS ADDENDUM

- 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.

FEDERAL PROVISIONS ADDENDUM

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](#).

FEDERAL PROVISIONS ADDENDUM

- 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;

FEDERAL PROVISIONS ADDENDUM

- 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.

FEDERAL PROVISIONS ADDENDUM

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.

EXHIBIT 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, Brogan & Partners Advertising Consultancy, Inc. d/b/a Brogan & partners Convergence Marketing, 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.

SCHEDULE A – STATEMENT OF WORK

Schedule A – Statement of Work Contract No. 210000000491

Marketing & Advertising Services for:
Michigan State Police (MSP) – Office of Highway Safety Planning (OHSP)

BACKGROUND

This Contract is for Marketing and Advertising Services for the Office of Highway Safety Planning (OHSP), a sub-division of the Michigan State Police (MSP).

- OHSP is responsible for implementing behaviorally based programs to reduce traffic-related deaths and injuries.
- MSP-OHSP primarily focuses on increasing the State's seat belt use rate and reducing impaired driving (i.e., alcohol and drug) incidents.
- These programs are funded by the National Highway Traffic Safety Administration (NHTSA).
 - NHTSA provides law enforcement agencies with federal traffic safety funds to put additional officers on the road during select National Enforcement Periods, typically during holidays.

SCOPE

The Contractor must provide Marketing, Advertising, and Creative Services, paid media planning and placement, earned media/public relations counsel, and development of web and social media-based strategies, and technical assistance and support for MSP/OHSP.

Services must include the following:

- Refresh Existing Ads – if applicable
- Developing New Ad Campaigns
- Plan, Execute and Evaluate Paid Advertising
- Create Advertising Materials

Please Note: The Contractor may be required to assist and develop advertising and communications material for:

- Other traffic safety areas,
- Marketing efforts,
- Assist MSP/OHSP with other priority issues requiring communications support.

The Program Area may add or remove additional Statements of Work (SOWs) and/or Campaigns as needs arise.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

MSP/OHSP Current Projects:

A. Project Summary: Safety Belt Enforcement Mobilization/Click-it-or-Ticket.

Timing	May
Fiscal Year (FY):	2021
Estimated Budget:	\$800,000
Target Audience:	Men 18 – 34
Message:	Click-it-or-Ticket, emphasis on safety belt enforcement.
Other:	Campaigns are typically used for 2 – 3 years. At the beginning of each FY, OHSP allocates funding for paid advertising. The paid advertising budget has been approximately \$750,000 - \$1,000,000 for a 2-week period in May in the State's major media markets. When OHSP determines new campaigns are needed, the office will establish funding levels for focus groups or other similar research, and development of assets, including TV, pre-roll, radio, and web.
Website:	Traffic Safety Marketing - Click-it-or-Ticket

B. Project Summary: Drunk Driving Crackdowns/Drive Sober or Get Pulled Over

Timing	July & August
Fiscal Year (FY):	2021
Estimated Budget:	July: \$200,000 & August: \$750,000
Target Audience:	Men 21 – 24; risk takers or blue-collar individuals
Message:	August's campaign is organized by the NHTSA and focuses on combining high-visibility enforcement with heightened public awareness. Michigan is a non-checkpoint State, the State faces a challenge to make enforcement efforts visible to motorists.
Other:	A typical advertising budget is approximately \$750,000 - \$1,000,000 for a three-week period in August in the State's major media markets. When OHSP determines new campaigns are needed, the office will establish funding levels for focus groups or other similar research, and development of assets, including TV, pre-roll, radio and web.
Website:	Traffic Safety Marketing - Drive Sober

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

C. Other/Various Traffic Safety Issues

Estimated Budget:	The OHSP is also involved in other traffic safety issues, including, but not limited to, enforcement of underage drinking laws, enforcement of underage drinking laws, motorcyclist safety, mature drivers, teen drivers, bicycle, winter driving, distance driving car seats and booster seats and pedestrian safety.
Website:	YouTube - OHSP

Estimated FY 2021 Funding Summary:

A. May – Seat Belt:	\$800,000
B. July – Drunk Driving:	\$200,000
B. August – Drunk Driving	\$750,000
C. Other/Various	\$3,200,000
<u>Estimated Total:</u>	\$5,000,000

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

REQUIREMENTS

The Contractor must provide technical assistance and support to OHSP for developing communications and marketing campaigns and related tools that can be used to promote traffic safety messages and programs. As well as emergency safety issues and newly enacted traffic safety laws.

The Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below.

OHSP has an in-house communications team to handle:

- Earned media/news relations,
- Coordinate printing,
- Warehousing,
- Distribution of materials, and
- Limited graphic design capabilities.

As well as social media channel monitoring including Facebook, Twitter, and YouTube.

1. General Requirements

A. The Contractor will be responsible for developing a comprehensive [Annual Communication/Marketing Plan](#).

- Annual Communications/Marketing Plans must be:
 - Audience specific,
 - Include a message along with strategy,
 - Communication vehicle(s) for communication delivery,
 - Review of past media plan(s) and analytic,
 - Review of past market research,
 - Recommendations of additional research – if applicable
- Communications will be large focused on the Target Audiences identified in the [Scope](#) of this Contract. However, the Contractor must update their Annual Communications/Marketing Plan to accommodate additional add-on projects, or changes to current projects.

B. [Creative](#) for New & Existing Campaigns/Advertising:

- The Contractor must prepare 3 creative concepts for the State to review for all work issued under this Contract.
 - The State will select 1 concept presented by the Contractor for further development and implementation.

The selected concept will then be taken to final art or script and storyboard.

Please Note: Final approval must be received from the applicable Program Manager prior to completion of work.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

C. Research for New & Existing Campaigns/Advertising:

- The Contractor will be responsible for conducting market research, as needed, to better assess target audience populations within the State.
- Market research must include but is not limited to:
 - Marketing Database: PRIZM, and/or Mosaic
 - Intercept Surveys
 - Pre- and Post- survey analysis
 - Focus Groups
 - Test 4-5 key messages will be tested.
 - Observational Research
 - Brogan Talks to Women Panel
 - 1,400+ women to provide insight/input on messaging and creative developed for the State.
 - Other, approved methods to help determine and/or refine creative strategies and message(s).

D. Social & Digital Media for New & Existing Campaigns/Advertising:

The Contractor will be responsible for developing strategic Social & Digital Media plans to promote the State's identified Marketing Campaigns/Advertising Projects.

- Plans will be largely focused on the Target Audiences specified in the [Scope](#) of this Contract.
- On a quarterly basis, the Contractor will provide the State with a Social Media – Update Guide. This guide will serve as an informative over of changes and new ad units in all the largest Social Channels.

When creating [Social & New Media](#) for the State, the Contractor will create a document that outlines:

- Approach,
- Monitoring Process,
- Response Library,
- Social Channels
 - For each social channel, the Contractor will develop a content series – 4 – 6 posts with a similar theme, to be used through the 2-month period.
 - Target Audience specific concepts to diver engagement through social visualization.
- 3-month Content Calendar
 - Shows all posts for each channel over the course of the month.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

When creating **Digital Media** – The Contractor works to identify Target Audience information using the following tools:

- Geotargeting
- Behavioral Targeting
- Search Engines – Contractor's in-house team to place Ads on Google etc.
- Contextual Targeting
- Dynamic Creative

E. The Contractor will be responsible for developing and/or modifying advertising, marketing and/or creative concepts and direction, including but not limited to

- 30-second TV,
- 30 and/or 60-second Radio Spots,
- Digital Media Placements
- Pre-Roll
- 15-second Internet Pre-Roll
- Other, approved methods.

1.1. Media – Concepts, Materials & Production

A. All creative concepts, materials and production must be copywrite free, including non-rights managed visual materials, that will be used in any form for State Advertising Campaigns/projects.

- The Contractor must ensure a full buy-out/unrestricted use of talent in all Michigan media for a minimum of 4-years.
- The Contractor is responsible for all negotiations of talent rights and will maintain all talent releases provide copies to the State when requested.

B. The Contractor must direct and coordinate all TV and Radio Production and review. When possible video & audio production, filming and recording must take place within 60-miles of Lansing, Michigan.

Production responsibilities include, but are not limited to:

- Scouting Locations
- Casting & Shooting
- Recording
- Music
- Special Effects
- Editing & Post-Production

Please Note:

- The Contractor must deliver both rough cuts and finished spots to the State for final approval at a mutually agreed upon time between the State and the Contractor.
- The Contractor must review budget, basting, music, and special effects with the State for approval.
- The Contactor must receive approval from the State's applicable Program Manager prior to production and media placement.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- C.** The contractor is responsible for producing and duplication of media materials on an as needed basis, in a variety of digital formats, as required to meet Michigan Broadcasting Specifications for TV and Radio Stations.

Advertising formats must include:

- Beta
- Digital Beta
- WMV Files
- MOV Files
- MP3. Files
- Other, etc.

- D.** The Contractor is responsible for producing internet project deliverables to support current TV and Radio messages, including repurposed:

- TV-Ads
- Banner Ads
- Rich Media Ads
- Splash Pages
- Social Media Ads
- Search Engine Optimization
- Closed Captioning
- Other, etc.

- E.** The Contractor is responsible for producing additional project deliverables including, but not limited to:

- Billboards
- Posters
- Banners
- Flyers
- E-Mail Marketing
- In-Game Ads
- Social Media Graphics
- Repurposed TV-Ads

Arrange production of custom merchandise and/or giveaway items to support message goals.

1.2. Media Plan Development

- A.** The Contractor is responsible for developing media plans for all State Advertising campaigns/projects – plans must outline at a minimum:

- Media Budget
- Target Audience
- Flight Dates
- Geography/Media Market(s)
- Advertising Units/Vehicles (TV, cable, radio, outdoor, print, digital, etc.)
- Media Weight/Gross Rating Points (GRP) Levels and expenditures for each medium in each market.
- Project outcomes:
 - Provide an in-depth evaluation of all media units/vehicles (TV, cable, outdoor, print, digital, etc.) available to the State, as requested.

Please Note: Prior to any media plan implementation the Contractor must receive approval from the State's applicable Program Manager.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

B. The Contractor uses the following **Resources** to develop media plans, including must not limited to:

- Nielsen Television Ratings Data
 - For Michigan Markets
- Nielsen Local People Meter
 - Reporting for the Detroit DMA
- Nielsen Cable Television
 - Ratings for all Michigan Markets – including cable-only households and cable zones.
- Scarborough
 - Used in Place of MRI & Simmons by the Contractor.
- E-Marketing
 - Additional insight on Media Trends & Target Audience reach.
- Arbitron – Now Nielsen Radio Ratings
- Spot Quotations & Data (SQAD)
- STRATA Buy Management System (SBMS)
- Google Ad Planner
 - Google Search & YouTube
- Facebook Targeting Tool
- Twitter Targeting Tool
- PRIZM

The Contractor will also use historical rate-tracking information to help from Campaign/Advertising project initiatives.

C. Placement Services must include but are not limited to:

- Paid Media and Value-added Media
- Michigan Association of Broadcasters (MBA)
- Michigan Cable Telecommunications (MCTA)
- Michigan Press Association (MPA)

D. **Public Relations Service & Counsel** – The State may require the Contractor to develop and provide Public Relations (PR) Services and/or Counsel, on an as needed basis for the State.

The Contractor will be responsible for scheduling, developing, and coordinating all Public Relations Services, Press Event(s) to increase public awareness of campaigns, as requested by the State.

- The Contractor will work with its pre-existing partnership to complete any PR Services requested by the State.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

1.3. Media – Negotiation & Placement

A. The Contractor is responsible for all negotiations, purchases, and placement of:

- Radio & TV Airtime,
- Publication Space,
- Outdoor & Transit Space Advertising
- Direct Mail Services,
- Digital & Social Media,
- Other new media placements and any other State approved forms of media to be used for advertising and promotions.

Responsibilities for advertising placement also include:

- Negotiation of matching spots,
- Value-added Bonuses – to further reach of message(s)
- Shipment of all Radio & TV Dubs – with appropriate traffic instructions.

Please Note: The Contractor must negotiate Make-Good Media-Weight for any under-delivery to be scheduled during the next paid media flight.

B. The Contractor must have the ability to extend a budget by means of innovative ideas, creative partnerships, and aggressive negotiation skills to leverage any funding that may be available for paid advertising.

C. Additional Services: Production – The Contractor will provide the following assets to the State for all completed and in-progress projects, including but not limited to:

- | | |
|--------------|-----------------|
| • Images, | • EPS Files |
| • PNG, JPEG, | • Videos, |
| • PDF, | • Copy Language |

Please Note: The Contractor can provide files in any format required by the State. And can provide the copies as word documents and/or within a creative file.

D. Additional Services: Special Events – When requested and approved by the State, the Contractor must plan and organize a Special Event(s) and/or provide counsel.

Additional Services will be added to the Contract via Change notice, details and pricing will be determined on a case-by-case basis, and will follow Pricing outlined in [Schedule B](#), unless otherwise specified by the State's applicable Program Manager.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- E. Additional Services: Sporting Events** – When requested, the Contract must identify and recommend opportunities outside of traditional paid advertising to reach special audiences.

This can include minor league, college, and professional sports teams, and related opportunities.

2. Implementation & Transition

A. Implementation:

Upon Contract Award, the Contractor must review existing campaigns and performance reports. The Contractor must then make recommendations to maximize the value of the existing media mix for existing campaigns/programs. Value is defined as including, but not limited to: Contracts sold, conversions, event participation, etc.

B. Transition – End of Contract Conversion Responsibilities:

Upon Contract expiration or termination, the Contractor must work with the State and other Contractor(s) if applicable, to convert and/or transition all Contract Activities, Services and Data into a mutually agreed upon format for upload/import into a State-owned database ([See Standard Contract Terms, Section 25 and 32.e.](#))

The Contractor must work with the State and/or previous Contractor during implementation of the transition plan to implement an orderly transition to the new Contractor, if applicable. The Contractor must allow as many personnel as practicable to attend meetings and receive hardcopies and original/master electronic files (excel, PDF, InDesign, etc.) to help maintain the continuity and consistency of the services required by the Contract.

The Contractor agrees to receive reasonable detailed specification for all Contract Activities previously provided to the State to properly provide the Contract Activities required under the Contract.

End of Contract Responsibilities must be completed within 4-months of the Contract Expiration or Termination, unless otherwise mutually agreed upon between the State and the Contractor.

3. Acceptance

If/when advertising campaigns/projects required an IT Component the Contractor must follow the State of Michigan IT Standards set forth below:

- A. IT Policies, Standards and Procedures (PSP)** – All services and products provided under this Contract must conform with State IT policies and Standards.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Please refer to Public IT Policies, Standards and Procedures (PSP):
http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html

Please Note: Not all applicable PSP's are available publicly. Controlled PSP's applicable to the RFP are available after signing and returning to the State the required Nondisclosure Agreement (NDA). Failure to return a signed NDA may be grounds for disqualification.

- B. State of Michigan (SOM) Digital Standard** – All software items provided by the Contractor must adhere to the State of Michigan/Site Standards which can be found at: www.michigan.gov/standards.
- C. ADA Compliant** – The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Bidder's proposed Solution, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Bidder may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Bidder complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution.
http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621
- D. DTMB Authority to Operate**- The State takes precautions to ensure that its data is safeguarded. Any application environment used by the MSP must go through a System Accreditation Process called MiSAP. This process uses cyber security standards, such as the National Institute of Standards and Technology (NIST), to determine if the solution meets at least the minimum requirement of cyber security for use. The standards used may vary based on the type of solution and how it is hosted.
- The State Cyber Security Team must authorize the operation of IT applications and IT hardware used by the State. After the Contract has been awarded, the Contractor must work with the State to achieve the Authority to Operate (ATO). The ATO process may require time resources from the Contractor to answer questions and resolve any areas of improvement identified with the Contractor's solution.
- Please Note:** All software and/or hardware items provided/proposed must be compatible with the Standards set by the State.
- E.** The Contractor will be required to have available a private SFTP site or equivalent (no free web-based file-sharing option will be accepted) for upload and download of large files.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

4. Staffing

4.1. Contractor Representative

The Contractor has appointed [Ellyn Davidson](#) to serve as the Contractor Representative, who will be specifically assigned to the State of Michigan Accounts, who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Representative”).

- Please refer to the Contract Cover Page – Contractor Section for Contractor Representative Contact Information.
- The Contractor must notify the Contract Administrator at least 30-calendar days before removing or assigning a new Contractor Representative.

4.2. Work Hours

The Contractor must provide Contract Activities during the State’s normal working hours Monday – Friday, 8:00 a.m. to 5:00 p.m. EST, and possible weekend hours depending on the requirements of the campaign/project.

Please Note: The Contractor must work with the State to identify a schedule and conduct Contract Activities outside of Monday – Friday, 8:00 a.m. – 5:00 p.m. on an as needed basis.

4.3. Key Personnel

The Contractor must appoint at least 9, separate individuals who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”).

The Contractor must maintain the at a minimum the following 9 positions:

Key Personnel	Minimum Experience
Senior Level Strategic Counsel/ Firm Principal	<ul style="list-style-type: none"> • 7-years of advertising experience. • 4+-years of experience leading/directing major accounts.
Account Manager	<ul style="list-style-type: none"> • 5-years of advertising experience. • 2+-years of experience as an account manager.
Creative/ Art Director	<ul style="list-style-type: none"> • 5-years of experience developing creative advertising. • 2+-years as a creative/art director.
Media Coordinator	<ul style="list-style-type: none"> • 5-years of planning and or media buying experience.
Researcher(s)	<ul style="list-style-type: none"> • 3-years primary and secondary research experience.
Copywriter(s)	<ul style="list-style-type: none"> • 3-years primary and secondary research experience.
Billing Coordinator	<ul style="list-style-type: none"> • No required minimum experience.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.
- Contactor's Key Personnel must be on-site at State locations upon request at mutually agreed upon dates and times.
- The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State.
- The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.
- Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal").
- An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment.
- Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under the **Termination for Cause** section of the Standard Contract Terms.
- It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"): Please Refer to [Section 12.B Service Level Agreements \(SLAs\)](#)

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

The Contractor has identified and dedicated the following individuals to provide services to the State of Michigan under this Contract.

Key Personnel by Position	Name (First and Last)
1. Contractor Representative	Ellyn Davidson
1.a. Alternate Contractor Rep.	Katie Rehrauer
2. Senior Level Strategic Counsel/Firm Principal	Ellyn Davidson
3. Account Manager	Katie Rehrauer
4. Creative Director	Laurie Hix
4.a. Creative/Art Director	Vong Lee
4. b Creative/Art Director	Erin Palmore
5. Media Coordinator (Media Director)	Becky Robertson
5.a. Media Coordinator (Media Specialist)	Abby Gomos
6. Researcher(s)	Lori Bahnmueller
6.a. Researcher	Richard Czuba
7. Copywriter(s)	Laura Pryor
8. Billing Coordinator	Annie Mauch

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

4.4. Organizational Chart

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

Our Structure



SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

4.5. Disclosure of Subcontractors

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

- Legal Business Name, Address and Telephone Number
- Description of Subcontractor's Organization and services it will provide, and information concerning Subcontractor's ability to provide Contract Activities:
 - Providing a complete description of the Contract Activities that will be performed or provided by the Subcontractor.
- The relationship of the Subcontractor to the Contractor:
 - Whether the Contractor has a previous working experience with the Subcontractor.
 - If the Contractor does have a previous working relationship, the Contractor must provide details of all previous working relationships.

Please Note the Following:

- If the Contractor is not currently utilizing Subcontracted Services, but may in the future, the above information must then be provided.
 - The State reserves the right to approve all Subcontracted Parties, approval will be consisted as a written confirmation from the State.
- The State will not make any pass-through payments for services performed by a 3rd-party (Subcontractor) who is performing core work on behalf of the Contractor.
 - Core work can be considered as work outlined in the payment structure of [Schedule B – Pricing](#).
- When outsourcing work to a 3rd-party (Subcontractor), the Contractor must obtain 3 quotes for services to be provided. Quotes received must be provided to the State for approval.
 - Outsourcing may include but is not limited to the following:
 - Production, Research, & Media Placement
- The State reserves the right to source 3rd-party work outside of this Contact, and proposed Subcontractors.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

4.6. Security

The Contractor's staff may be required to make delivers to or enter State Facilities. The Contractor must explain how it intends to ensure the security of State facilities by indicating the following:

- A.** Whether uniforms and ID Badges, etc. are used,
- B.** Identify the company that will perform Background Checks, and,
- C.** The Scope of the Background Checks performed.

The Contractor will be subject to the following Security Procedures:

- D.** All personnel accessing Criminal Justice information systems or facilities are required to pass a fingerprint-based background check. Any criminal convictions may result in the Contractor being refused access to the facility.
- E.** The Contractor's staff may be required to make deliveries to or enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.
- F.** The State will not provide office space, access to State Systems or parking for Contractor/Subcontractor personnel.

Please Note: The State may require the Contractor/Subcontractor's personnel to wear State issued identification badges.

5. Project Management

The Contractor must:

- Provide Account Management Services including but not limited to:
 - Meeting with the State to initiate services and review materials, progress, and discuss corrective action plans, if needed.
 - Budget Planning and documentation for all Campaigns/Projects.
 - Budgeting must be done in accordance with [Schedule – B Pricing](#).
 - Project & Campaign Timing – Contractor will adhere to a predetermined timeline that is mutually agreed upon between the Contractor and the State.
 - For any deviation from the timeline the Contractor must provide notice to the State within 24-hours and provide an updated schedule to the State.

Please Note: All work performed must be approved by the State prior to any completion of project activity.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

5.1. Project Plan

Please refer to [Schedule C – Project Plans](#) for the Contractors proposed plans for MSP/OHSP current campaign initiatives. Please be advised that [Schedule C](#) is subject to change and will be updated on an as needed basis to reflect work to be completed by the Contractor.

- A.** The Contactor will carry out all campaigns/projects under the direction and control of the State's applicable Program Manager. Within 14-calendar days of the Effective Date, the Contractor must attend a Kick-Off Meeting and submit a Final Project Plan to the State's applicable Program Manager for approval.

The Plan must include:

- A.** Contractor's Organizational Chart, with names and titles of personnel assigned to the project, which must align with the Staffing stated in the accepted proposal(s); and
- B.** Project breakdown showing sub-projects, tasks and resources and staff required.
- C.** Estimated budget breakdown for projects identified throughout the life of the Contract.

Please Note: Any new Campaigns/Projects added to the Contract will also require a Project Plan, which may be added in-whole or part, via Contract Change Notice. All work must be approved by the applicable Program Manager prior to completion of work.

- B.** The Contractor must provide the State's applicable Program Manager with an updated Project Plan as request by the State, and must include the following:
- Project Creative Brief
 - Proposed Research – if applicable
 - Proposed Message Strategies – including social media – if applicable
 - Timelines must detail:
 - Days, weeks and/or months' work will be performed.
 - Staff assigned.
 - Work hours allotted.
 - Rate of pay (hourly) – broken down by individual (staff) assigned to the project.
 - Total anticipated costs, as a separate appendix to the Project Plan
 - Costs and rates must be in alignment with [Schedule B – Pricing](#), and any other specified pricing document issued for a project.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

5.2. Other – Data Sharing

A. The Contractor must have available a private File Transfer Protocol (SFTP) site or equivalent for upload and download of files larger than 15MB in a variety of formats, including:

- Bata,
- Digital Bata,
- wmv. Files
- mov Files
- mp3 Files
- etc.

The Contractor must be able to maintain and adapt to changes to the State's IT Environment. Supported platforms, browsers and operating systems will be evaluated and mutually agreed upon between the State and the Contractor.

- Equivalent sites must not be a free web-based file sharing option.

Please Note:

- The Contractor has a dedicated SFTP folder that can be accessed with user credentials – created and managed by the Contract.
 - Connections to the folder can be established through PC and Mac Software.
 - Contractors server features 100% network uptime – guaranteed.
 - Linux, 16GB RAM, 250GB SSD (raid protected), 1TB backup drive, 5TB outbound bandwidth.
 - 1Gbps Download Speed & 35 Mbps Upload Speed.

6. Reporting

A. The Contractor must maintain and submit to the Program Manager and applicable designee(s), reports outlined in Section [6. Reporting](#), which meets the following specifications:

- All reports must be submitted in one of the following formats, unless otherwise specified and approved by the State.
 - Word, Excel, or PDF
- The State reserved the right to request additional Reports and Content, and/or, Change Reports and Report Content.
 - The Contractor may be required to submit additional Reports – additional Reports will be submitted at a mutually agreed upon date, and format between the State and the Contractor.
- When deemed necessary, the Contractor must work with the State to develop Reporting templates. All templates must first be approved by the State's applicable Program Manager prior to implementation and use.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

B. Annual Marketing Plan & Report – The Contractor must develop and present an Annual Marketing Plan, as referenced in [General Requirements Section 1.A](#), as well as an Annual Marketing Report that will be presented to the Program Area and applicable Program Manager(s).

- Marketing Plan must be presented to the State’s applicable Program Area and Program Managers within 30-days of request.
- The Marketing Report should include, but is not limited to:
 - Summary of results of marketing campaign, including:
 - Summary of campaign results
 - Summary of budget appropriation
 - Specifying remaining funds.
- Written reports containing this information must be provided to the State’s applicable Program Area and Program Manager(s) within 7-business days of all presentations.

C. Weekly Reports – to include but, not limited to the following:

- A summary of progress for all projects:
 - Outlining work accomplished during the period,
- Budget information organized by campaign/project:
 - Must include an overview of what funds have been spent and what funds are remaining.
- When applicable, provide a summary of results of marketing, promotions, campaigns, and project against the timeline established.
- The Contractor must be available to provide status reports on a per request basis to the State’s applicable Program Manager.

D. Quarterly Report – Report must be submitted to the State’s applicable Program Manager, and Contract Administrator on a quarterly basis. All reports are due 30-days after the beginning of each quarter. Reports must include the following information from the previous quarter:

- Indicating how much has been spent and how much is remaining for each project, by purchase type as outlined in [Schedule – B](#).
- List of Invoice Number(s) for purchases made.
- Including Vendor Name for any Pass-through purchases.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- Lessons Learned/Effectiveness of each project, including goals and objectives established for each project.
 - Effectiveness is evaluated in terms of cost, reach and frequency, of the message. Information collected may impact future media or refine current plans.
- Return on Advertising Cost (ROAS) %

E. Media Buy Approval Report – must be submitted to the State’s applicable Program Manager at a minimum of 2-weeks prior to purchases for approval.

- Contractor must provide copies of supporting information of intent to purchase.

F. Media Buy Reporting – Reports for all media buys are due 2-months after the media buy concludes, and must include the following information:

- Quantity of Media Purchases made
 - Identify type of media: online, radio, tv, etc.
 - Price per placement
 - Per each Media Buy
 - Total for all media buys purchased.
 - Identify the intended Target Group.
 - Indicate when the Media Buy was approved per [Section 6.E Media Buy Approval Report](#).
 - List of runtimes for Ad, broken down by project.
- Identify Bonus(es) or PSA Schedules utilized
 - Identify type of media: online, radio, tv etc.
 - Price per placement
 - Per each Media Buy
 - Total for all Bonuses or PSA Schedules
 - Indicating when the media was approved per [Section 6.E Media Buy Approval Report](#).
 - List runtime Ad(s) broken down by project.

Please Noted: There will be NO-CHARGE to the State of bonus(es), or PSA schedules.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

G. Media Placement Report(s):

- **Medica Buy Report:** At the end of each Media buy the Contractor must conduct a post-buy review on the placement of media buy(s), review must include:
 - Cost Analysis.
 - Reach & Frequency.
 - Message Distribution Requirements – if applicable
 - Requirements will be identified.
 - Audience Delivery Assessment – assessment of audience delivery with a goal of receiving plus/minus 10% of the Gross Rating Points (GRPs) in the proposed media buy.
 - Bonus Weight Assessment – assessment of the Return on Investment (ROI) for the bonus weight must be included for media aired.

Please Note: Media Buy Reports must be submitted to the State 2-months after the conclusion of the Media Buy. The State may require the Contractor to use findings from Media Buy Reports to refine current and/or future media plans.

7. Meetings

The Contractor must attend the following meetings:

- Kick-off Meeting within 14-calendar days of the Contract Award or Change Notice effective date.
- Annual Project Meeting – if applicable for project
- End of Contract Meeting – must be held within 30-days prior to Contract expiration.
 - Additional meetings may be required.
- Weekly Status Call-in – if applicable
 - For project progress review and issue resolution
- Monthly Update – if applicable
 - For campaign/project progress during the month
- The State may require other meetings, as deemed appropriate.

Please Note the following:

- Meetings will be held in-person or via phone, or other mutually agreed upon format and time between the State and the Contractor.
 - The Contractor must have toll-free conference call capabilities.
- The Contractor must meet with subcontractors independently as directed by the State, if applicable.
- The Contractor must respond to all State inquiries within 2-business days of receipt, to confirm receipt and provide anticipated response date.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

8. Pricing

8.1. Price Term

Pricing is firm for the first three years of the Contract (“Pricing Period”). The first pricing period begins on the Effective Date of the Contract. Adjustments may be requested in writing, by either party and, will take effect no later than the next pricing period. Pricing may be reconsidered for option years, please see Section [8.2 Pricing Changes](#).

8.2. Price Changes

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

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

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

9. Ordering

9.1. Authorizing Document

The appropriate authorizing document for the Contract will be the issuance of a Delivery Order (DO).

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

10. Invoice and Payment

10.1. Invoice Requirements

All invoices submitted to the State must include:

- a. Date
- b. Delivery Order (DO) Number
- c. Media Buys
- d. Licensing Fees, Talent Renewals, TV and Radio Dubs and Satellite and Communication Uplinks – billed at cost, not mark-up may be applied.
- e. Description of the Contract Activities
 - i. Including signed estimates and copies of 3rd-party invoices.
- f. Unit Price
 - i. Broken down by media purchase & placement fee for each purchase.
 - ii. Media Placement Agency Fee (%)
- g. Shipping cost, (if any)
- h. Total for Costs for Services
- i. Total Invoice Price

Please Note the Following:

- Overtime, holiday pay, travel reimbursement, and any other out-of-pocket expenses, including meeting attendance, commissionable advertising, membership, or industry conference/seminar attendance will not be paid or reimbursed by the State.
- Invoices must only include completed work – the Contractor must not pre-bill for any services including media placements.
- Invoices will be approved based upon completion of deliverables within the approved Project Plan. Approval is made by the State's applicable Program Manager.

10.2. Payment Methods

The State will make payment for Contract Activities Electronic Fund Transfer (EFT).

11. Acceptance

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW: For each project, the Contractor first prepares an outline of activities, timelines, and deliverables.

Before approving invoices for payment, the applicable Program Manager will review deliverables, review project hours and team member involvement, in the Campaign/Project. As well as invoices for all expenses charged to verify cost accuracy. The Program Manager will also ensure the Contractor's invoices include applicable attachment for media buys.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

The State will only reimburse the Contractor for services and/or merchandise authorized by the State and approved by the applicable Program Manager and Delivery Order (DO). Payment will not exceed the amount approved by the Program Manager unless a revised estimate has been submitted and approved by the applicable Program Manager. All invoices must reflect actual work done.

12. Service Level Agreements (SLAs)

All Contract Activities must be delivered within the time frames specified below, in order to meet the needs of the State. The receipt of order date is pursuant to Section 2. Notices, of the Standard Contract Terms.

- A.** As referenced in [Section 2.B](#) – The Contractor must ensure that the End of Contract Responsibilities be completed within 4-months of the Contract Expiration or Termination, unless otherwise mutually agreed upon between the State and the Contractor.

For any work not completed within the 4-month period the State is entitled to collect \$500, and an additional \$100 per day for each day the Contractor fails to remedy the late or improper completion of Work.

- B.** As referenced in [Section 3.3 Key Personnel](#) – The Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$25,000 per individual. If the Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30-calendar days before the Key Personnel's removal.

(ii) If the Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30-calendar days, in addition to the \$25,000 credit specified above, the Contractor will credit the State \$833.33 per calendar day for each day of the 30-calendar day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized

removal and failure to provide 30-calendar days of shadowing will not exceed \$50,000.00 per individual.

Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed 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 opinion, be credited or set off against any fees or other charges payable to the Contractor under this Contract.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

C. As referenced in [Section 5.1A](#) – The Contractor must, within 14-calendar days of the Effective Date, attend a Kick-off Meeting and submit a Final Project Plan to the State’s applicable Program Manager for approval.

D. [Section 6. Reporting](#) – The Contractor must meet the following timeframes referenced below:

- As referenced in [Section 6.B](#), the Contractor must:
 - Present its Marketing Plan to the State 30-days after request.
 - Present its Marketing Report no later than 60-days after the conclusion of the Marketing Plan.
 - Provide all written reports of information presented within 7-business day of all presentations.
- As referenced in [Section 6.D](#), the Contractor must:
 - Provide a Quarterly Report to the Contractor 30-days after the start of the new quarter.
- As referenced in [Section 6.E](#), the Contractor must:
 - Submit a Media Buy Summary to the State’s applicable Program Manager at a minimum of 2-weeks prior to the purchases for approval.
- As referenced in [Section 6.F & G](#), the Contractor must:
 - Provide a media buy report(s) that are within 2-months after the media buy concludes.

For any work not completed within the time periods specified above the State is entitled to collect \$500 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of Work, unless otherwise mutually agreed upon.

E. The Contractor must respond to all State inquiries within 2-business days of receipt, to confirm receipt and provide anticipated response date.

For any responses not received within the time frame specified, the State is entitled to collect \$500 and an additional \$100 per day for each day the Contractor fails to respond to the State’s inquiry.

13. Liquidated Damages

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

SCHEDULE B - PRICING

Contract No. 210000000491
Marketing & Advertising Services for:
Michigan State Police (MSP) – Office of Highway Safety Planning
(OHSP)

1. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

Please Note: Travel, lodging and meal expenses, including holiday or overtime pay will not be paid by the State.

2. The Contractor must make all payments to subcontractors utilized without waiting for the State's payment of corresponding invoice and maintain a line of credit for such purposes.
3. The Contractor will be paid per campaign, not as a flat percentage or predetermined rate of the total Budget allotted for Advertising.
4. The Contractor must pass on all reductions in cost, such as media volume, media buying discounts, early payment discounts, and/or unplaced media for each project.
5. All Subcontracted work must be billed at cost to the State – no mark-up of any kind, including fees or commissions can be applied to any subcontracted work completed for the State on the Subcontractors behalf.
 - A. The Contractor must pass along all reductions in costs from subcontractors and suppliers, with accompanying documentation to validate savings, and rate billed.
 - B. The Contractor must also pass on all reductions in cost, such as volume, media buying discounts, and/or unplaced media on each project.
 - C. The Stat will not accept fees of any kind from a 3rd-party (subcontractor) fees must be accounted from in the Contract Maintenance Fee – Fixed Annual Price.
6. The Annual Budget for MSP/OHSP is \$5,000,000 – The State can only commit funds in the Fiscal Year (FY) they are available. The State cannot guarantee any funds beyond those issued for a specific project under this Contract or subsequent Change Notices.
7. The State does not guarantee a minimum or maximum volume of Services to be provided under the Contract.

SCHEDULE B - PRICING

8. The State reserves the right to add additional Statements of Work (SOWs) and additional Services via Change Notice (CN). All additional Services will be priced on a case-by-case basis at the mutual agreement between the State and the Contractor, and adherence to Schedule B – Pricing specifications.
9. **Account Management Fee – Fixed Annual Price:** The fee indicated in the table below indicates the total amount that will be charged to maintain the Project(s) defined in this Contract.
- A. The Account Management Fee must be great enough to cover all management services related to the project, including:
- Communications and Marketing, Market Research (of any kind)
 - Project Management, Planning, and Implementation,
 - Creative, Production and additional services (Public Relations)
 - All other overhead costs
- B. The Account Management Fee – Fixed Annual Price maybe adjusted by the issuance of a CN, for but not limited to the following reasons:
- The Fixed Annual Price may be altered depending on additional work added to an active SOW.
 - Each additional SOW add will be assigned its own Account management Fee – Fixed Annual Price for services to be performed.

Account Management Fee – Fixed Annual Price
\$50,315
Please Noted: The Account Management Fee – Fixed Annual Price includes prices per-hour for employees (listed in Pricing Section 11 of Schedule B – Pricing) and items identified in Sections 9.A & B.

10. **Media Placement Agency Fee:**

The percentage indicated in the table below indicates the percentage that the Contractor will charge to maintain the Project(s) defined in the Contract.

- A. The Contractor must propose a commission percentage that will be used to compensate the Contractor for all Media Placement Services including:
- Media Placement & Traffic
- B. The Contractor Maintenance Fee will be applied to any future projects added via CN.

Media Placement Agency Fee
3.7%


SCHEDULE B - PRICING

11. Contracted Positions – Please note, additional positions may be added by the State at a future date, all additional staff will be added via CN. The per-hour pricing provided by the Contractor in this section, is on factor that comprises the Account Management Fee – Fixed Annual Price.

Position	Hourly Rate
1. Contractor Representative	\$130
1.a. Alternate Contractor Rep.	\$113
2. Senior Level Strategic Counsel/Firm Principal	\$130
3. Account Manager	\$113
4. Creative Director	\$130
4a. Creative/Art Director	\$118
4b. Creative/Art Director	\$80
5. Media Director	Included in media commission
5a. Media Specialist	Included in media commission
6. Researcher(s)	\$130 for internal
6a. Researcher(s)	Quoted by project
7. Copywriter(s)	\$118
8. Billing Coordinator	\$50

SCHEDULE C – PROJECT PLANS

March Drunk Driving Plan:

 Task	Timing	Team Member	Hourly Rate	# of Hours	Team Member	Hourly Rate	# of Hours	Team Member	Hourly Rate	# of Hours	Team Member	Hourly Rate	# of Hours
Kick-off discussion with OHSP and Brogan team	First week of November	Rehrauer	\$113.00	2									
Reviewing any past market research and 3rd party research	Second week of November	Rehrauer	\$113.00	2	Bahnmueeller	\$130.00	2	Davidson	\$130.00	2			
Review past creative	Second week of November	Rehrauer	\$113.00	1	Hix	\$130.00	1						
Reviewing past media plan and analytics	Second week of November	Rehrauer	\$113.00	1	Robertson	\$113.00	1						
Analyzing Scarborough and E-Marketer for target audience insights	Second week of November	Robertson	\$113.00	2									
Develop and presentation of media plan - Determining target audience, meeting with vendors, analyzing research, putting plan develop, presenting plan to client	First week of January	Robertson	\$113.00	15	Gomos	90	5	Rehrauer	\$113.00	2			
Development and presentation of 3-4 creative concept directions	Last week of November and First two weeks of December	Pryor	\$118.00	25	Lee	\$118.00	20	Hix	\$130.00	5	Rehrauer	\$113.00	3

SCHEDULE C – PROJECT PLANS

Feedback and creative revisions	First week of January	Pryor	\$118.00	5	Lee	\$118.00	5	Palmore	\$80.00	5	Rehrauer	\$113.00	2
Focus group testing	Third week of January	Rehrauer	\$113.00	8	Pryor	\$118.00	4	Lee	\$118.00	4			
Production and development of all creative assets including TV, Social Media, Digital, Search Builds, Radio	Month of February	Rehrauer	\$113.00	5	Pryor	\$118.00	30	Lee	\$118.00	40	Palmore	\$80.00	20
Pre Survey questionnaire developed and fielded	Second week of March	Rehrauer	\$113.00	1									
Distribution of materials	Second week of March	Rehrauer	\$113.00	4									
Feedback on media Plan	Third week of January	Robertson	\$113.00	1	Rehrauer	\$113.00	1						
Tweaking and presentation of final media plan	Last week of January	Robertson	\$113.00	2	Gomos	\$90.00	3	Rehrauer	\$113.00	1			
Negotiate media buys and added value	First 3 weeks of February	Robertson	\$113.00	3	Gomos	\$90.00	18						
Present media buys to client	Last week of February	Robertson	\$113.00	1	Rehrauer	\$113.00	1						
Placement of media buys	First week of March	Robertson	\$113.00	2	Gomos	\$90.00	2						
Media running and ongoing optimization	Last two weeks of March	Robertson	\$113.00	4	Gomos	\$90.00	8						
Presentation of post research	Last week of April	Rehrauer	\$113.00	1									

SCHEDULE C – PROJECT PLANS

Post buy analysis and presentation of media recap	2nd week of May	Robertson	\$113.00	3	Gomos	\$90.00	8	Rehrauer	\$113.00	2			
Submission of all final invoices and job closing	2nd week of May	Davidson	\$130.00	2	Mauch	\$50.00	15						

August Drunk Diving Project Plan:


Timing	Team Member	Hourly Rate	# of Hours	Team Member	Hourly Rate	# of Hours	Team Member	Hourly Rate	# of Hours	Team Member	Hourly Rate	# of Hours
First week of April	Rehrauer	\$113.00	2									
Second week of April	Rehrauer	\$113.00	2	Bahnmueller	\$130.00	2						
Second week of April	Rehrauer	\$113.00	1	Hix	\$130.00	1						
Second week of April	Rehrauer	\$113.00	1	Robertson	\$113.00	1						
Second week of April	Robertson	\$113.00	2									
First 2 weeks of June	Robertson	\$113.00	15	Gomos	\$90.00	5	Rehrauer	\$113.00	2			
Last week of April, First 2 weeks of May	Pryor	\$118.00	25	Lee	\$118.00	20	Hix	\$130.00	5	Rehrauer	\$113.00	3
First week of June	Pryor	\$118.00	5	Lee	\$118.00	5	Palmore	\$80.00	5	Rehrauer	\$113.00	2

SCHEDULE C – PROJECT PLANS

Third week of June	Rehrauer	\$113.00	8	Pryor	\$118.00	4	Lee	\$118.00	4			
Month of July	Rehrauer	\$113.00	5	Pryor	\$118.00	30	Lee	\$118.00	40	Palmore	\$80.00	20
Second week of August	Rehrauer	\$113.00	1									
Second week of August	Rehrauer	\$113.00	4									
Third week of June	Robertson	\$113.00	1	Rehrauer	\$113.00	1						
Last week of June	Robertson	\$113.00	2	Gomos	\$90.00	3	Rehrauer	\$113.00	1			
First 3 weeks of July	Robertson	\$113.00	3	Gomos	\$90.00	18						
Last week of July	Robertson	\$113.00	1	Rehrauer	\$113.00	1						
First week of August	Robertson	\$113.00	2	Gomos	\$90.00	2						
Last 2 weeks of August	Robertson	\$113.00	4	Gomos	\$90.00	8						
Last week of September	Rehrauer	\$113.00	1									
2nd week of October	Robertson	\$113.00	3	Gomos	\$90.00	8	Rehrauer	\$113.00	2			
Last week of September	Davidson	\$130.00	2	Mauch	\$50.00	15						

SCHEDULE C – PROJECT PLANS

May Seatbelt Project Plan

	Timing	Team Member	Hourly Rate	# of Hours	Team Member	Hourly Rate	# of Hours	Team Member	Hourly Rate	# of Hours	Team Member	Hourly Rate	# of Hours
	Task												
	Kick-off discussion with OHSP and Brogan team	First week of January	Rehrauer	\$113.00	2								
	Reviewing any past market research and 3rd party research	Second week of January	Rehrauer	\$113.00	2	Bahnmueller	\$130.00	2					
	Review past creative	Second week of January	Rehrauer	\$113.00	1	Hix	\$130.00	1					
	Reviewing past media plan and analytics	Second week of January	Rehrauer	\$113.00	1	Robertson	\$113.00	1					
	Analyzing Scarborough and E-Marketer for target audience insights	Second week of January	Robertson	\$113.00	2								
	Develop and presentation of media plan - Determining target audience, meeting with vendors, analyzing research, putting plan develop, presenting plan to client	First week of March	Robertson	\$113.00	15	Gomos	90	5	Rehrauer	\$113.00	2		

SCHEDULE C – PROJECT PLANS

Development and presentation of 3-4 creative concept directions	Last week of January, First two weeks of February	Pryor	\$118.00	25	Lee	\$118.00	20	Hix	\$130.00	5	Rehrauer	\$113.00	3
Feedback and Creative revisions	First week of March	Pryor	\$118.00	5	Lee	\$118.00	5	Palmore	\$80.00	5	Rehrauer	\$113.00	2
Focus group testing	Third week of March	Rehrauer	\$113.00	8	Pryor	\$118.00	4	Lee	\$118.00	4			
Production and development of all creative assets including TV, Social Media, Digital, Search Builds, Radio	Month of April	Rehrauer	\$113.00	5	Pryor	\$118.00	30	Lee	\$118.00	40	Palmore	\$80.00	20
Pre Survey questionnaire developed and fielded	Second week of May	Rehrauer	\$113.00	1									
Distribution of Materials	Second week of May	Rehrauer	\$113.00	4									
Feedback on media Plan	Third week of March	Robertson	\$113.00	1	Rehrauer	\$113.00	1						
Tweaking and presentation of final media plan	Last week of March	Robertson	\$113.00	2	Gomos	\$90.00	3	Rehrauer	\$113.00	1			
Negotiate media buys and added value	First three weeks of April	Robertson	\$113.00	3	Gomos	\$90.00	18						
Present media buys to client	Last week of April	Robertson	\$113.00	1	Rehrauer	\$113.00	1						

SCHEDULE C – PROJECT PLANS

Placement of media buys	First week of May	Robertson	\$113.00	2	Gomos	\$90.00	2						
Media running and ongoing optimization	Last two weeks of May	Robertson	\$113.00	4	Gomos	\$90.00	8						
Presentation of post research	Last week of June	Rehrauer	\$113.00	1									
Post Buy Analysis and Presentation of Media Recap	2nd week of July	Robertson	\$113.00	3	Gomos	\$90.00	8	Rehrauer	\$113.00	2			
Submission of all final invoices and job closing	2nd week of July	Davidson	\$130.00	2	Mauch	\$50.00	15						