



**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 **5**  
 to  
 Contract Number **18000000007**

<b>CONTRACTOR</b>	Info-Tech Research Group Inc.
	3960 Howard Hughes Parkway , Ste 500
	Las Vegas, NV 89169
	Ryan Huggett
	519-432-3550 2691
	legal@infotech.com
	VS0003025

<b>STATE</b>	<b>Program Manager</b>	Various	MULTI
<b>STATE</b>	<b>Contract Administrator</b>	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

**CONTRACT SUMMARY**

**PRE-QUAL PROGRAM INFORMATION TECHNOLOGY RESEARCH A**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2020	2 - 1 Year	September 30, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

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**

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**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	3 months	December 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,658,539.94	\$0.00	\$1,658,539.94		

**DESCRIPTION**

Effective 9/20/2022, the State is extending the Contract 90 days in accordance with Section 22 Transition Responsibilities of the Contract Terms. The new Contract expiration date is 12/31/22.

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



**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 **4**  
 to  
 Contract Number **18000000007**

<b>CONTRACTOR</b>	Info-Tech Research Group Inc.
	3960 Howard Hughes Parkway , Ste 500
	Las Vegas, NV 89169
	Ryan Huggett
	519-432-3550 2691
	legal@infotech.com
	VS0003025

<b>STATE</b>	Program Manager	Various	DTMB
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

**CONTRACT SUMMARY**

**PRE-QUAL PROGRAM INFORMATION TECHNOLOGY RESEARCH A**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2020	2 - 1 Year	September 30, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

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**

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**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,059,609.94	\$598,930.00	\$1,658,539.94		

**DESCRIPTION**

Effective 1/6/22, this Contract is hereby increased by \$598,930.00 to provide licenses for the CTO's Office for the period of December 10, 2021 - December 9, 2022.

All funding was approved on the 9/25/2017 Ad Board.

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

# SERVICE AGREEMENT WITH INFO-TECH RESEARCH GROUP

Service Start Date: December 10, 2021 || Contract Length: 1-year

Contact: Mary McGinnis

## State of Michigan

Product	Bundle Options	Description	Quantity	Subtotal	Discount	Total
CIO Bundle	See below for your selected bundle products	CIO Bundle	1.00	\$182,800.00	\$18,280.00	\$164,520.00
	CIO Counselor Membership	Personalized one-on-one support from a seasoned IT executive, 8 dedicated working sessions, Concierge Services, Industry Research, \$40MUSD /yr in Price Benchmarking & Negotiation Services	1.00			
	Concierge Services	Over 20 high-impact, single-day consulting engagements designed to be delivered online or onsite	1.00			
	Industry /MLE	Deep Insights Tailored To Your Industry	1.00			
	Online Workshop Membership	Workshop Delivered Online	1.00			
	Advisory Membership	Unlimited analyst calls, full diagnostic access, 1 software selection engagement	3.00			
	Team Membership	Access to core research content - project blueprints, Info-Tech Academy, online Leadership training, software selection content, tools and templates library	10.00			
	Concierge Services	Over 20 high-impact, single-day consulting engagements designed to be delivered online or onsite	1.00	\$19,012.00	\$19,012.00	\$0.00
Executive Counselor Membership	See below for your selected bundle products	Personalized one-on-one support from a seasoned IT executive, 4 dedicated working sessions, Concierge Services, \$20MUSD /yr in Price Benchmarking & Negotiation Services	1.00	\$55,000.00	\$0.00	\$55,000.00

Product	Bundle Options	Description	Quantity	Subtotal	Discount	Total
Counselor Membership		Personalized one-on-one support from a seasoned IT executive, 2 dedicated working sessions, \$10MUSD /yr in Price Benchmarking & Negotiation Services	3.00	\$132,000.00	\$0.00	\$132,000.00
Advisory Membership		Unlimited analyst calls, full diagnostic access, 1 software selection engagement	5.00	\$95,060.00	\$0.00	\$95,060.00
Technical Counselor Membership	See below for your selected bundle products	Personalized one-on-one support from a seasoned IT Technical counselor, 4 dedicated working sessions, Concierge Services, \$20MUSD /yr in Price Benchmarking & Negotiation Services.	1.00	\$60,000.00	\$0.00	\$60,000.00
Workshop Membership		Workshop Membership	4.00	\$64,220.00	\$0.00	\$64,220.00
Team Membership		Access to core research content - project blueprints, Info-Tech Academy, online Leadership training, software selection content, tools and templates library	10.00	\$28,130.00	\$0.00	\$28,130.00
Reference Membership		Access to core research content - project blueprints, Info-Tech Academy, software selection content, tools and templates library	40.00	\$0.00	\$0.00	\$0.00
					<b>Total Discounts:</b>	\$37,292.00
					<b>Total:</b>	\$598,930.00

All items stated on this document are in USD and is subject to applicable taxes.



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 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 **3**  
 to  
 Contract Number **18000000007**

<b>CONTRACTOR</b>	Info-Tech Research Group Inc.
	3960 Howard Hughes Parkway , Ste 500
	Las Vegas, NV 89169
	Ryan Huggett
	519-432-3550 2691
	legal@infotech.com
	VS0003025

<b>STATE</b>	<b>Program Manager</b>	Mary McGinnis	DTMB
		517-881-7125	
	mcginnism2@michigan.gov		
	<b>Contract Administrator</b>	Matt Weiss	DTMB
(517) 256-9895			
weissm4@michigan.gov			

**CONTRACT SUMMARY**

**PRE-QUAL PROGRAM INFORMATION TECHNOLOGY RESEARCH A**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2020	2 - 1 Year	September 30, 2021

PAYMENT TERMS	DELIVERY TIMEFRAME

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**

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**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1-Year	<input type="checkbox"/>		September 30, 2022

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$1,059,609.94	\$0.00	\$1,059,609.94

**DESCRIPTION**

Effective 9/27/2020, the final option year on this contract is executed. The new contract expiration date is 9/30/2022.  
 Please note, the State Program Manager is updated to Mary McGinnis.  
 All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 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 2  
 to  
 Contract Number 18000000007

<b>CONTRACTOR</b>	Info-Tech Research Group Inc.
	3960 Howard Hughes Parkway, Ste 500
	Las Vegas, NV 89169
	Ryan Huggett
	519-432-3550 2691
	legal@infotech.com
VS0003025	

<b>STATE</b>	<b>Program Manager</b>	Karen Kindel	MULTI
		517-284-1003	
		kindelk@Michigan.gov	
	<b>Contract Administrator</b>	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

**CONTRACT SUMMARY**

**PRE-QUAL PROGRAM INFORMATION TECHNOLOGY RESEARCH A**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2020	2 - 1 Year	September 30, 2021

PAYMENT TERMS	DELIVERY TIMEFRAME

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**

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**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$70,458.45	\$360,031.01	\$1,059,609.94		

**DESCRIPTION**

Effective 11/11/2020, this Contract is hereby increased by \$360,031.01 to provide licenses for the CTO's Office for the period of December 12, 2020 - December 11, 2021. The ESTIMATED AGGREGATE CONTRACT VALUE is also adjusted by \$629,120.48 to address purchases made in previous years which were not documented on the contract (FY2018 - \$97,903.05, FY2019 - \$220,415.65, and FY2020 - \$310,801.78). The \$629,120.48 in funds have already been depleted and are not available for use.

All funding was approved on the 9/25/2017 Ad Board.

Please note, the State Program Manager is updated to Karen Kindel.

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

# SERVICE AGREEMENT WITH INFO-TECH RESEARCH GROUP

Service Start Date: December 12, 2020 || Contract Length: 1-year

Contact: Jack Harris

## State of Michigan

Product	Bundle Options	Description	Quantity	Subtotal	Discount	Total
CIO Counselor Seat	See below for your selected bundle products	Counselor Seat providing dedicated Counselor, quarterly in person analyst sessions, 360 Personal Evaluation and Coaching, Premium access to Industry and Technology coverage for 4 Team Seats	1.00	\$43,426.45	\$0.00	\$43,426.45
	Premium Team Seat	Includes Premium access to Industry and Technology coverage with Full Web Research Access	4.00			
Executive Seat	See below for your selected bundle products	Executive Seat providing dedicated Counselor with two in person analyst sessions per year, Premium access to Industry and Technology coverage for 4 Team Seats	4.00	\$144,000.00	\$18,000.00	\$126,000.00
	Premium Team Seat	Includes Premium access to Industry and Technology coverage with Full Web Research Access	16.00			
Info-Tech Membership		Info-Tech Membership includes 1 Advisory seat and reference seats	12.00	\$137,833.80	\$17,229.24	\$120,604.56
Workshop Membership		Workshop included with Membership	5.00	\$70,000.00	\$0.00	\$70,000.00
Reference Seat		Reference Seat	108.00	\$0.00	\$0.00	\$0.00
<b>Total Discounts:</b>						\$35,229.24
<b>Total:</b>						\$360,031.01

All items stated on this document are in USD.



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 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 1  
 to  
 Contract Number 180000000007

<b>CONTRACTOR</b>	Info-Tech Research Group Inc.
	3960 Howard Hughes Parkway, Ste 500
	Las Vegas, NV 89169
	Ryan Huggett
	519-432-3550 2691
	legal@infotech.com
VS0003025	

<b>STATE</b>	<b>Program Manager</b>	Tamara Colosky	MULTI
		517-230-6684	
		ColoskyT@Michigan.gov	
	<b>Contract Administrator</b>	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

**CONTRACT SUMMARY**

**PRE-QUAL PROGRAM INFORMATION TECHNOLOGY RESEARCH A**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2020	2 - 1 Year	September 30, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

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**

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**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1-year	<input type="checkbox"/>		September 30, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$0.00	\$70,458.45	\$70,458.45		

**DESCRIPTION**

Effective 9/10/2020, the first option year available on this Contract is hereby exercised and is increased by \$70,458.45 to provide licenses for the CTO's Office. The revised Contract expiration date is 9/30/2021.

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



# SERVICE AGREEMENT WITH INFO-TECH RESEARCH GROUP

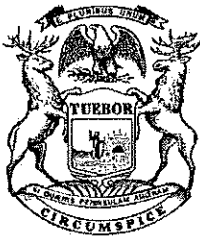
Service Start Date: July 31, 2020 || Contract Length: 1-year

Contact: Karen Kindel

## State of Michigan

Product	Bundle Options	Description	Quantity	Subtotal	Total
Executive Seat	See below for your selected bundle products	Executive Seat providing dedicated Counselor with two in person analyst sessions per year, Premium access to Industry and Technology coverage for 4 Team Seats	1.00	\$36,000.00	\$36,000.00
	Premium Team Seat	Includes Premium access to Industry and Technology coverage with Full Web Research Access	4.00		
Info-Tech Membership		Info-Tech Membership includes 1 Advisory seat and reference seats	3.00	\$34,458.45	\$34,458.45
Reference Seat		Reference Seat	36.00	\$0.00	\$0.00
				<b>Total:</b>	<b>\$70,458.45</b>

All items stated on this document are in USD.



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

## NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 071B7700216

between

THE STATE OF MICHIGAN

and

<b>CONTRACTOR</b>	Info-Tech Research Group Inc.
	3960 Howard Hughes Parkway, Ste 500
	Las Vegas, NV 89169
	Ryan Huggett
	519-432-3550 ext. 2691
	legal@infotech.com
*****2071	

<b>STATE</b>	Contract Administrator Program Manager	Tamara Colosky	DTMB
		517-230-6684	
		ColoskyT@michigan.gov	
		Malathi Natarajan	DTMB
		517-284-7030	
		NatarajanM@michigan.gov	

CONTRACT SUMMARY			
<b>DESCRIPTION:</b> Information Technology Research and Advisory Services (IT-RAS) - Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 30, 2017	September 30, 2020	2,1 year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
This Contract is awarded from Request for Proposal # 007117B0011385 published on Buy4Michigan.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$0.00</b>

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**FOR THE CONTRACTOR:**

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

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

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

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

**FOR THE STATE:**

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

\_\_\_\_\_  
**Heather Calahan, Category Director - IT**

\_\_\_\_\_  
**Central Procurement – Enterprise Sourcing**

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



# STATE OF MICHIGAN

1. **Program Identification.**

The State has established a pre-qualification program ("Program") designed to provide a pool of pre-qualified contractors to assist Michigan Department of Technology, Management and Budget (DTMB) and support its information technology operations with Information Technology Research and Advisory Services (IT-RAS). Additional services for the acquisition of advice and research services, and consulting related expertise that support DTMB's planning and subsequent acquisition of information resources may be required under the contract on an as needed basis.

2. **Pre-Qualified Contractors.** The pre-qualified contractors were selected through a competitive bidding process. The contractors are:

Contract Number	Contractor Name
071B7700214	Gartner, Inc.,
071B7700215	IDC Research, Inc.,
071B7700216	Info-Tech Research Group Inc.,



# STATE OF MICHIGAN

## CONTRACT TERMS

This CONTRACT ("Contract") is agreed to between the State of Michigan (the "State") and Info-Tech Research Group Inc., ("Contractor"), a Delaware corporation. This Contract is effective on September 30, 2017 ("Effective Date"), and unless terminated, expires on September 30, 2020.

This Contract may be renewed for up to two (2) additional one (1) year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- Duties of Contractor.** Contractor must perform the services and provide the deliverables described in Schedule A – Statement of Work ("Contract SOW"), and any applicable engagement Statement of Work (collectively "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 the applicable Statement of Work.

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 applicable Statement of Work; (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 applicable Statement of Work; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

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

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

<b>If to State:</b> Malathi Natarajan PO Box 30026 Lansing, MI 48909-7526 Natarajanm@michigan.gov 517-284-7030	<b>If to Contractor:</b> Ryan Huggett 3960 Howard Hughes Parkway, Suite 500 Las Vegas, NV 89169 legal@infotech.com 519-432-3550 ext. 2691
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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"):

<b>State:</b> Malathi Natarajan PO Box 30026 Lansing, MI 48909-7526 Natarajanm@michigan.gov 517-284-7030	<b>Contractor:</b> Ryan Huggett 3960 Howard Hughes Parkway, Suite 500 Las Vegas, NV 89169 legal@infotech.com 519-432-3550 ext. 2691
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4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "Program Manager"):

<b>State:</b> Tamara Colosky 320 S. Walnut St. Lansing, MI, 48933 ColoskyT@michigan.gov 517-230-6684	<b>Contractor:</b> Ryan Froom 3960 Howard Hughes Parkway, Suite 500 Las Vegas, NV 89169 rfroom@infotech.com 519-432-3550 ext. 2691
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5. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

<b>Professional Liability (Errors and Omissions) Insurance</b>	
<p><u>Minimal Limits:</u>                      \$2,000,000 Each Occurrence                      \$2,000,000 Annual Aggregate</p> <p><u>Deductible Maximum:</u>                      \$50,000 Per Loss</p>	

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

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

This Section is not intended to and is not 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).

6. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget  
 Cashiering  
 P.O. Box 30681  
 Lansing, MI 48909

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 DTMB-Procurement.

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

7. **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](http://www.michigan.gov/mideal). Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

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.

8. **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.
9. **Intellectual Property.** Licensing and ownership of services and deliverables is set forth on Schedule C to this Contract.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Contractor Personnel.**
  - a. The State may require Contractor to remove or reassign personnel by providing a notice to Contractor.
  - b. To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see [http://michigan.gov/dtmb/0,4568,7-150-56355\\_56579\\_56755--,00.html](http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755--,00.html). All Contractor personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.
  - c. Upon request, prior to assignment, Contractor will
    - i. ensure that such Contractor personnel have the legal right to work in the United States; and
    - ii. require such Contractor personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors that have access to State data or State's systems, 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, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in the Contract SOW.



- 16. Acceptance.** Acceptance for subscription based services will be set forth on Schedule C. Acceptance for services and deliverables for Contractor's consulting services will be set forth in the engagement Statement of Work.
- 17. 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. Subscription based services will be billed on a prepaid annual basis. Consulting services will be billed in accordance with the terms of the engagement Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if services purchased under this Agreement are for the State's exclusive use. .

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

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

- 18. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in the applicable Statement of Work.
- 19. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 20. 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 21, Termination for Convenience.

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

- 21. 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 22, 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.

22. **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.
23. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

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

24. **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.
25. **Limitation of Liability.** Neither party will be liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action. Except for Contractor's obligation of Indemnification for infringement, neither party's aggregate liability to the other party will exceed the amount of fees charged for services in the previous twelve months.

**26. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

**27. State Data.**

- a. **Ownership.** The State's data ("State Data," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("PHI") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
- b. **Contractor Use of State Data.** Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
- c. **Loss or Compromise of Data.** In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from

the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. This Section survives termination or expiration of this Contract.

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

- a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

**29. Data Privacy and Information Security.**

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State. Contractor must implement any required safeguards as identified by any audit of Contractor's data privacy and information security program.

**30. 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.

**31. 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 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; and (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. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 20, Termination for Cause.

32. **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.
33. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
34. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
35. **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.
36. **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.
37. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
38. **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.
39. **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.

40. **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.
41. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
42. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
43. **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.
44. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
45. **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.
46. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

## SCHEDULE A – STATEMENT OF WORK (SOW)

### **1.000 Project Identification**

#### **1.001 Project Request**

This contract is for Information Technology Research and Advisory Services (IT-RAS) for the Michigan Department of Technology, Management and Budget (DTMB) to support its information technology operations. Additional services for the acquisition of advice and research services, and consulting related expertise that support DTMB's planning and subsequent acquisition of information resources may be required under the contract on an as needed basis.

The research and advisory subscription services must cross the entire spectrum of computing and telecommunications technologies, including business, management, and governmental perspectives. The expertise must also provide guidance for DTMB's strategic planning and budgeting activities when decision-makers need access to research and analysis that will identify and quantify emerging trends and directions in technology. As part of DTMB's outreach, this contract will also be made available for State of Michigan local units of government (cities, villages, counties, etc).

#### **1.002 Background**

In March 2016, Governor Rick Snyder created the 21<sup>st</sup> Century Infrastructure Commission. The Commission developed a list of 110 solutions to improve Michigan's infrastructure and enhance the quality of life for all Michiganders. Many of the recommendations found within the report focus on internet of things, communications and cybersecurity. The commission's final report can be found here: [http://www.michigan.gov/documents/snyder/21st Century Infrastructure Commission Report 555079 7 .pdf](http://www.michigan.gov/documents/snyder/21st_Century_Infrastructure_Commission_Report_555079_7.pdf)

Michigan's IT Strategic Plan for 2015-2019, is viewable at: [http://www.michigan.gov/dtmb/0,5552,7-150-56345\\_56351---,00.html](http://www.michigan.gov/dtmb/0,5552,7-150-56345_56351---,00.html)

The State of Michigan's aggressive approach towards realizing the promise of information, communications, and technology requires access to comprehensive, objective information and best practices from IT and governance organizations facing similar challenges to provide risk reduction in its decision-making.

Rapidly evolving technologies and strategies make it impractical to possess comprehensive in-house expertise and information required for strategic planning and management decisions. DTMB seeks readily accessible and specialized research, via various deployment media, describing currently used, developing and emerging trends in technology. Trend information is a critical business need as the State of Michigan determines its current and future technology-related capability requirements. DTMB also needs expedited responses when critical technical issues arise which require timely resolution.

1. The mission of your agency.
2. The problem, issues, events leading to the current situation and this RFP (such as regulatory changes, to meet new federal/state requirements or a new initiative of the Governor, replacement of paper processes)
3. The goals and business objectives of this project
4. Other projects/entities involved
  - a. part of a larger project
  - b. concurrent projects that will be impacting this project
  - c. systems and users involved, including other agencies, contractors, and entities to be involved with the project.
5. Location(s) of involved office(s)



6. Documents and web-accessible information available to assist contractors in preparing proposals
7. Description of any systems, hardware and practices in place that will affect services to be provided.

This Contract is inclusive of the type of service listed below:

1. Reader seat only
  - Subscription only includes access to published research
2. Reader seat and Analyst Inquiry
  - Subscription includes access to published research and analysts
  - Subscription also includes access to webinars and document review

### **1.100 Scope of Work and Deliverables**

#### **1.101 In Scope**

Below is a high level listing of the in scope services for this contract. The detail for each section is included in Section 1.104 Work and Deliverable.

- A. Research and Advisory Services
  1. Analyst Inquiry Calls
  2. Research Materials
  3. Web Access
  4. Single point of contact for account or client service representative
- B. Document Review
- C. Post Award Marketing Plan
- D. Consulting Services

This service would be requested on an as needed basis and would be identified in a specific request along with a detailed statement of work, including deliverable to be provided. The contractor then must respond to the statement of work with a maximum project cost, based on the discount rate provided in its proposal and project timeframe. DTMB will have the sole right to accept or reject the proposal, or ask for modification.

A more detailed description of the software, services (work) and deliverables sought for this project is provided in Schedule A, Section 1.104, Work and Deliverables.

#### **1.102 Out Of Scope**

Delivery of information, communication and technology support services, such as application development, procurement of hardware and software, maintenance of software and/or hardware, testing, and other services not part of research and advisory services are out of scope.

Travel and per-diem expenses for consultants providing IT-RAS under this contract are not considered allowable with the scope of this Contract.

#### **1.103 Environment**

The links below provide information on the State's Enterprise information technology (IT) policies, standards and procedures which includes security policy and procedures, eMichigan web development, and the State Unified Information Technology Environment (SUITE).

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this RFP must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

**Enterprise IT Policies, Standards and Procedures:**

[http://michigan.gov/dtmb/0,4568,7-150-56355\\_56579\\_56755---,00.html](http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html)

All software and hardware items provided by the Contractor must run on and be compatible with the MDTMB Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by MDTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The MDTMB Project Manager must approve any tools, in writing, before use on any information technology project.

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The State's Project Manager must approve any changes, in writing, and MDTMB, before work may proceed based on the changed environment.

**Enterprise IT Security Policy and Procedures:**

[http://www.michigan.gov/documents/dmb/1210\\_32.pdf](http://www.michigan.gov/documents/dmb/1210_32.pdf)

[http://www.michigan.gov/documents/dmb/1325\\_193160\\_7.pdf](http://www.michigan.gov/documents/dmb/1325_193160_7.pdf)

[http://www.michigan.gov/documents/dmb/1335\\_193161\\_7.pdf](http://www.michigan.gov/documents/dmb/1335_193161_7.pdf)

[http://www.michigan.gov/documents/dmb/1340\\_193162\\_7.pdf](http://www.michigan.gov/documents/dmb/1340_193162_7.pdf)

**Look and Feel Standard**

All software items provided by the Contractor must be ADA complaint and adhere to the Look and Feel Standards [www.michigan.gov/somlookandfeelstandards](http://www.michigan.gov/somlookandfeelstandards).

**The State Unified Information Technology Environment (SUITE):**

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: <http://www.michigan.gov/suite>

**1.104 Work and Deliverables**

Contractor must provide deliverables/services and staff, and otherwise do things necessary for or incidental to the performance of work, as set forth below:

**A. Research and Advisory Services**

The majority of the work and deliverables will consist of DTMB's self-service access to research and advisory documents accessible using the internet or by a request to research services by email or telephone call. Contractor shall provide services and staff, and otherwise do all the things necessary for or incidental to the performance of work. DTMB reserves the right to negotiate services different from those listed. At minimum, registered users must have unlimited access to research.

**Contractor's Commitment:**

Info-Tech services include technology based business research, industry-specific reporting, best practice methodologies, benchmarking, and market analysis research. Info-Tech offers a practical approach to complex IT and business issues. Our consultants, including veteran IT professionals and CIO's, work side-by-side with you and your team in a co-operative approach that delivers results and leaves you with the tools needed for continued success.

Info-Tech is a full-service professional IT Research, Advisory, and Professional Services firm that utilizes, its independence, quality of thought, quantitative data, and experience, to form its opinions. Info-tech has no direct or indirect affiliation with any hardware or software provider, and do not sell technology products.

Info-Tech has a team of analysts in-house available to guide you in process improvement and project management on technical issues, not just strategic and management issues. These analysts are practitioners – they have been CISOs, CIOs, heads of infrastructure, etc. across their careers. We have much more of a specialist model because the bulk of the process improvement and project management issues on which we support you don't require frame breaking thought, but do need to be informed by expertise.

We do lots of 'what' and 'why' research, but the bulk of our product focuses on 'how'. We have thousands of blueprints that you and your team use to actually improve a process or deliver on a project. Other vendors frame a problem and provide case studies about how a few companies are tackling the problem and provide forecasting and trends – it's primarily an executive education product and they do that very well. But from there, you really are on your own to figure out how to get it done. By contrast, we build out the project road map for you, the communications tools, planning documents, templates, etc. that you need to actually do the project. That reduces the risk of project failure and delays dramatically, and gives the project leader a huge head start in getting the project done.

All of Info-Tech's research is based on a COBIT 5, CMMI, TOGAF, ITIL, and DAMA DMBOK2 Data Management framework.

Our regular interactions between our analysts and customers via analyst inquiries, vendor briefings, teleconferences, live events, and written inquiries result in our analysts being particularly well-versed in the desired State and Federal Government context.

Our competencies include:

- Providing analyst advisory services that include both written and verbal consultations
- Assisting with vendor and technology sourcing support and selection decisions
- Supporting critical IT projects and implementations throughout the year
- Providing IT governance and process support and improvement advice
- Assisting senior management with organizational planning and strategy
- Providing a self-serving 24 hour resource of written research
- Providing benchmarking reports that include business alignment assessments
- Building business cases for key IT investments made throughout the year

Info-Tech focuses on systematically improving the performance of your technology division at all levels, from the very technical to the highly strategic. Our Core Lifecycle Programs are based on data from hundreds of companies that paint a clear roadmap regarding how you should sequence improvements over time to progress from your current level of performance up an organizational transformer.

Info-Tech Research Group subscription includes unlimited and unrestricted research and advisory subscription access to the Senior IT Leaders at DTMB. As a value-added service, the DTMB can add up to 9 additional licenses to each Advisory Seat purchased. The direct reports will benefit from access to all on-line research content, vendor evaluations, webinars, and the Info-Tech Learning Academy. The direct reports can also join the Senior Manager on Advisory Calls. We strongly believe that team-based access helps IT Leaders effectively complete IT projects (through collaboration) and instill a consistent IT

framework throughout the organization. The licenses can be transferred without penalty during the term of the subscription. Research can be shared internally to members and non-members for the purpose of executive decision making and team collaboration.

**INFO-TECH MEMBERSHIP OVERVIEW**

Accessible Services	Advisory Seat	Reference Seat
Unlimited Analyst Inquiry Services	<input type="checkbox"/>	
Strategy Sessions – Dedicated Executive Advisor	<input type="checkbox"/>	
Peer Networking & Event Access	<input type="checkbox"/>	
Role-Based Benchmarking & Diagnostic Programs (ex. CIO Business Vision, Staffing Assessment, Application Portfolio Assessment, etc.)	<input type="checkbox"/>	
Industry Research Coverage & Analyst Support	<input type="checkbox"/>	
Contract & Document Reviews	<input type="checkbox"/>	<input type="checkbox"/>
Unrestricted On-Line Research Access	<input type="checkbox"/>	<input type="checkbox"/>
Vendor Evaluations	<input type="checkbox"/>	<input type="checkbox"/>
Info-Tech Learning Academy and Webinars	<input type="checkbox"/>	<b>All IT Staff</b>

**1. Analyst Inquiry**

DTMB may make unlimited ad hoc inquiries to analysts on issues and subjects of concern to DTMB. Analysts, or client service representatives, shall respond to these requests by email or telephone. Additional deliverables for analyst inquiries include:

- Ad hoc analyst inquiries by email within one week of request
- Ad hoc analyst inquiries by telephone within one week of request
- Ad hoc analyst inquiries by web within one week of request
- Provide oral responses to research questions within one week
- Provide written responses to research questions within one week
- Research analyst 30 minute to 1 hour telephone conferences with ability to include non-users in teleconference with registered users, with the vendor providing a toll-free number for the calls, using 8 or less employees.

**Contractor’s Commitment:**

Infotech analysts are available from 8AM to 5PM EST.

Infotech analysts are available to assist the State members with:

- Information to validate or discuss the best direction for an IT project
- Assistance getting the buy-in from other members of your organization

- Provide an objective third-party to answer your IT/management questions
- Review of vendors being evaluated for a particular IT solution
- Guidance and direction for process improvements and program upgrades
- Guided Implementation assistance for your major IT projects from beginning to end

The Analyst Inquiry Services is unlimited and unrestricted for the four designated Executive and Advisor licenses. Additional staff members may join those staff on calls. Call requests will be responded to within 24 hours. Members at the State can book appointments directly on their web-portal or by contacting their dedicated Account Manager. Your members can expect to speak with our Analysts within 24 hours of submitting an Analyst Call request.

Calls are typically booked for one hour timeslots but it is important to keep in mind that Info-Tech has a focus on delivering value within our analyst interactions and does not determine a set limit on a particular topic. There is a focus on getting the appropriate solution with a combination of both analyst expertise as well as our written research that are supplemented with tools and templates instead of measuring time during a potentially critical advice related conversation with one of our analysts.

## **2. Research Materials**

The subscription needs to be comprehensive and span all aspects of management, planning, governance, and operation of IT resources in the public sector. The following list indicates the areas of focus for the State of Michigan:

- Agile Development
- Application Development
- Application Development – cloud native
- Application Development – release management
- Application Development – secure coding
- Application Development and Modernization
- Audit compliance issues or findings
- Best Practices
- Big Data
- Biometrics – Understand User Behavior and Associated Technology
- Broadband
- Business Intelligence
- Business Process Management
- Case Studies on various IT subject matter
- Cloud Computing
- Coaching and training
- Consolidation
- Content Management
- Contract Lifecycle Management
- Contract Negotiation
- CRM
- Customer Communications Management
- Customer Experience – Management, Government, Public Sector
- Cybersecurity – Enterprise and Workforce Development
- Cybersecurity and Risk Mitigation
- Data Center Management
- Data Centers
- Data Leaks/Loss Prevention
- Digital Communications
- Digital Transformation
- Digital Workforce

- Disaster Recovery
- e911
- E-Discovery
- E-Government Solutions
- Email
- Enterprise Architecture
- Enterprise Collaboration – Applications, Communications, Data, Directories, Documents, Workflow
- Enterprise Information Management and Privileged Access
- E-Purchasing Software
- E-Signatures
- Executive IT Focus (Roles: CIO, CTO, CISO)
- Geographic Information Systems
- Governance, Risk, and Compliance
- Government Collaboration and Information Sharing
- Government-Specific Issues – Funding, Legislation, Privacy, Resource and Talent Constraints
- ICT – classifications, Key metrics, workforce hiring
- Identity Management
- Information Infrastructure Modernization
- Information Security Management
- Infrastructure Agility
- Infrastructure and Operations
- Infrastructure Services
- Internet of Things – Best Practices, Security, Emerging Technologies, Planning, Workforce Development
- IT and Cybersecurity-focused Workforce Hiring and Training
- IT Asset Management
- IT Investment
- IT Metrics and Measurements
- IT Organization – Structures, Budget Planning, Best Practices, Financial Forecasting, Governance, Management, Staffing
- IT Procurement
- IT Project and Portfolio Management
- IT Risk Management
- IT Skills Enhancement and Training
- IT Strategic Planning
- IT Trends and Emerging Technologies
- Leadership Development
- Legacy Application Systems and Modernization
- Lifecycle – PCs, Servers, Services, Smart Devices
- Mobile – Computing, Data Protection, Devices
- Network Security
- NG911
- Operational Excellence
- PC Software
- Policies – IT, Compliance, Risk, Cybersecurity
- Project Management
- Project Portfolio Management
- Purchasing and Product Selection

- Security – Network, PCs, Servers, Web Applications, Incident Response, Information and Event Management
- Smart City/State Initiatives – Best Practices and Use Cases
- Smart Devices, Sensors and Autonomous Vehicles
- Smart Buildings and Infrastructure
- Smart Devices and Platforms
- Software as a Service
- Software – Auditing, Licensing, Services
- Sourcing and Vendor Management
- Staff Augmentation
- Strategic Planning – IT, IoT and Cybersecurity
- Telecommunications – Unified Communications, Contact Centers, Service Catalogs
- Vendor Assessments and Comparisons
- Virtualization – PC, Servers, Storage
- WAN Optimization
- Web Content Management
- Web Services
- Zero Trust Security Architecture

**Contractor's Commitment:**

Infotech's advisory toolkits and implementation frameworks are freely available to the State – including business case templates, service costing and management frameworks, infrastructure and application reviews, vendor landscapes, the largest collection of TCO and maturity self-assessment tools, as well as workshop and facilitation tools for internal IT process improvement initiatives. All research is unlocked intellectual property meaning our clients can use the resources perpetually and share content within the organization to foster project completion. The research can continue to be used even if the term of the contract expires.

Info-Tech helps you improve or manage thousands of technical processes and projects. For example:

- Protect Yourself Against the WannaCry Ransomware Attack
- Define an IT Strategy & Roadmap
- Establish a Program to Enable Effective Performance Monitoring
- Demystify Oracle Licensing and Optimize Spend
- Integrate Threat Intelligence Into Your Security Operations
- Conquer Data Quality & Security Challenges
- Secure Critical Systems and Intellectual Property Against Advanced Persistent Threats
- Structure Your DevOps Adoption Using a Metrics-Driven Approach

**3. Web Access**

The majority of the work and deliverables will consist of DTMB's self-service access to the published research available on the provider's website. Contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work. At a minimum, unlimited web access and inquiry to all research and advisory documents must be available 24x7.

Additional requirements include:

- All screens printable and well-formatted, along with printable graphs and charts
- Document download
- List of topics available with links to detailed research
- Navigation aids, buttons, and links to information
- Searching across entire database by article title, author or topic
- System must provide a site map
- 24x7 unlimited web access to all published research and advisory documents

**B. Document Review**

The contractor will be required to review documents provided by the State of Michigan. The contractor may be required to sign additional disclosure and confidentiality statements to be provided by the state. Documents may include, but are not limited to: strategic plans, architecture plans, security plans, Statements of Work, Request for Information, Request for Proposal (RFP) review, bidder responses and cost proposals.

**Contractor's Commitment:**

Info-Tech offers a program called Purchase Optimization. This service is very popular with our clients as they are able to send our analysts their particular contracts and documents (Microsoft, SAN Storage, Data Center Co-location, Enterprise Networks etc.) for us to review. This process includes an initial review of the contract by our analysts and then a call, similar to an advisory call with the analyst that reviewed the document. Document Reviews also include Business Cases, Business/IT Policies, Strategic Plans, EA Frameworks, RFP's, Job Descriptions, etc.

Info-Tech reviews thousands of hardware, software, telecom and services contracts every year. We find hard-dollar savings or compliance issues in 90% of the contracts we review.

Info-Tech does not place a page limit on document reviews or a limit on the number of document reviews completed during the term of a subscription.

Through this call our analyst is able to provide you with tailored insight for potential savings, compliance issues, appropriate feature options and general best practice tips for your contract negotiation process. A summarized document will be provided. Unlike other vendors, Info-Tech does not take a percentage of any savings realized from this service or charge an additional fee for this valuable service.

**C. Post Award Marketing Plan**

Contractor provided the following Post Award Marketing Plan describing how subscription services will be marketed and deliverable across DTMB. The purpose of the marketing plan is to increase overall utilization of subscription services and to ensure that employees know how to use the services and understand the scope of available services. The plan addresses marketing for the period following initial contract signing for the subscription and continuing throughout the term of the subscription.

**Contractor's Post Award Marketing Plan:**

Senior IT Leaders will each receive a dedicated Executive Advisor from the Research and Consulting Practice that will help shape the engagement plan and have regularly scheduled calls to complete a Key Initiative plan. The Executive Advisor will be a senior member of our research practice. The Executive Advisor will have previous experience specific to your role (ex. CIO, CISO, Enterprise Architect, Director of Analytics, Head of Infrastructure, etc.). The Executive Partner will develop a deep understanding of the leader and his/her key issues, and the leader will develop a trust in the views of the partner. As a result of this partnership, decisions can be made more confidently and actions can be taken to resolve issues.

Each subscription will also receive a dedicated Account Manager. Upon signing the subscription, the Account Manager will facilitate 1:1 and/or Webinar training sessions with every member of The State to provide an overview of the website and advisory services available throughout the term of the membership. The Account Manager will send an initial e-mail which provides a user name and password to each user.



Upon signing into the website, members will be prompted to complete a short questionnaire to complete information regarding their role and areas of interests. This helps us tailor the services to them (ex. Distribution alerts, advisory calls, webinar/event invites, etc.).

The Account Manager can be reached via e-mail, phone, or 'contact us' buttons on the web-portal. The Account Manager will help coordinate advisory calls and experiences with the support of the Executive Advisor. On-site onboarding and strategy sessions can be arranged if desired by the State member.

The Analyst Inquiry Services is unlimited and unrestricted for the staff at the State. Additional staff members may join those staff on calls. Call requests will be responded to within 24 hours. Members at the State can book appointments directly on their web-portal or by contacting their dedicated Account Manager. Your members can expect to speak with our Analysts within 24 hours of submitting an Analyst Call request.

After each call/project completed with our Analyst's we will ask for measured value to ensure we are saving your team time and money through the service. The survey allows us to continuously make improvements and also ensures we are able to address any experiences that may not meet the expectations of our client.

Our fundamental philosophy is to systematically improve the performance of IT for our clients. We do this by building Key Initiative Plans for IT Leaders and by providing practical step-by-step Blueprints that enable our members to complete key technology projects and initiatives.

#### **D. Consulting Services – If Requested by a Statement of Work**

This service would be requested on an as needed basis and would be identified in a separate request along with a detailed statement of work, including deliverables to be provided (See Attachment D: Statement of Work Template)

When a consulting service is requested, the contractor must respond to the statement of work with a proposal that includes the maximum project cost, based on the labor rates provided in the contract and project timeframe. Resumes may be required. DTMB will have the sole right to accept or reject the proposal, or ask for modification.

#### **E. Added Value Services**

The State of Michigan is interested in services that may add value to the aforementioned requirements. Examples include, but are not limited to:

- Research analyst on-site to provide presentations and facilitated sessions.
- Admission to vendor's conferences.
- Pre-recorded media or presentations.
- Webinar briefings and presentations.
- Executive support – access for DTMB executives to national-level governmental IT executive forums and peer groups to promote understanding of IT-related issues.
- Government Focus – overall research capability to provide information, wide range of services and solutions in complex IT market; expertise in serving the government market and understanding of government needs.
- Shared resources across the enterprise
- Analyst or subject matter expert presentations via conferences, workshops, seminars, etc. with corresponding documentation made available after completion of session
- Research analyst online briefings, podcasts and webinars.

#### **Contractor's Commitment:**

We systematically improve the performance of IT by building Key Initiative Plans for IT Leaders and by providing practical step-by-step Blueprints that enable our members to complete key technology projects and initiatives.

Many of our clients complete internal diagnostics towards the beginning of their membership to measure Stakeholder Satisfaction, Employee Engagement, Business Alignment, and Internal Process Ownership and Accountability. Our goal is to improve our client's scores year-over-year. We regularly improve our member's scores in these core areas. This is data-driven results that prove the value of the services being delivered and a key difference in our approach to deliver services to our members.

Info-Tech has 36,000 plus members globally encompassing approximately 3,800 clients. The research Info-Tech writes is to address the needs of our membership community and will use examples from our work with international clients. As such, the State will receive best practices from clients all over the world and have opportunities to network and learn from other members through events, webinars, and peer-to-peer calls as detailed below. The research we write applies to IT and Government sectors in a U.S. context. Example publications below address those sectors:

- [Open Data: Government Data Belongs to the People](#)
- [Government Agencies Running for the Cloud May Find it Easy to Stumble](#)
- [Beware the Cloud Contract Trapdoor for Healthcare Applications](#)
- [Government of the Future Starts Today with an Up-to-Date IT Strategic Plan](#)
- [Build Digital Capability in the Public Sector by Hiring the Right Talent](#)
- [Urbanization and the Internet of Things: Laying the Foundation for Smart Cities](#)
- [Choose a Public Cloud-Infrastructure-as-a-Service Partner](#)

The State will benefit from subject matter experts that have public sector and experience working in Fortune 500 companies.

The benchmarking and diagnostic programs we run with our clients enable us to provide unique insights into the public sector. For example, Info-Tech runs IT Staffing and IT Budgeting Benchmarking programs. 2,413 organizations have provided IT Staffing data. 844 of those organizations are Government agencies. The Budgeting data includes data from a total of 1,817 organizations. 528 of those organizations are Government agencies. The State agencies can run these internal benchmarks to measure their performance. We also publish reports with results from our benchmarking programs.

Info-Tech will provide the State with the following additional services and benefits:

- Info-Tech Learning Academy
- Distribution Alerts
- Events
- Webinars

The IT department will have full access to all programs (events, leadership development programs, webinars) and best practice content to not only complete projects but to also develop as IT professionals. One of the main benefits from utilizing IT research and advisory services is to understand how industry peers are addressing their initiatives and to have the resources to tackle new challenges.

Info-Tech provides an entire research silo related to Talent Leadership research specifically targeted to improve your organization's strategies on how to lead your IT team effectively. We provide proven resources that will help your Executive team become better managers.

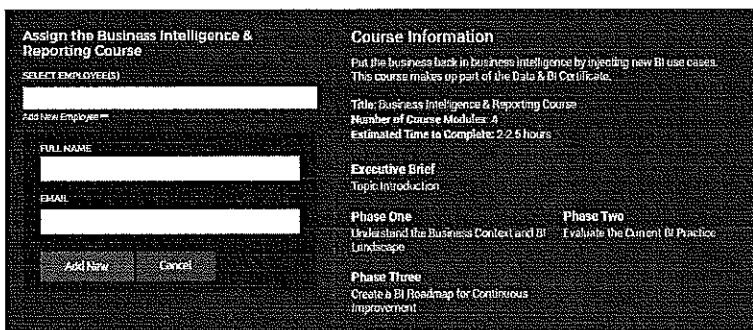
Talent Leadership resources include Guided Implementations, Data Driven Diagnostic tools, Solution Sets and pre-written tools, templates and job descriptions all designed to ensure the State's IT department is a driving force for the overall business.

The Talent Leadership silo includes The Info-Tech Academy which enables your staff to receive training in one of the 45 core IT processes (based on COBIT). 9 certificates are available by completing the outlined solution sets for each process. Each topic is accompanied by live webinars and videos with our subject matter experts and IT members.

For example, the Data & BI Certificate includes the following courses:

- Business Intelligence & Reporting
- Data Architecture
- Data Quality

The courses include a combination of videos, research, and activities. The access to the program is unlimited and unrestricted to all staff at the State. Each of the designated members can assign courses from the 45 core IT processes to their staff at any level as shown in the screenshot below.



Upon assigning the course, that employee will receive a link to the course materials and videos to complete the course. The staff member will also receive access to all resources available on the web-portal to not only complete the course but also work on other IT initiatives relevant to their role. They will receive a unique user name and password to access the resources.

Each member at the State will receive regular distribution alerts via e-mail with new research and insights applicable to their role. We want to ensure that the staff members receive consistent usage from the service and opportunities to further engage with our wide selection of analyst inquiry services, benchmarking programs, contract review service, learning development programs, and software review services available with the proposed membership.

Info-Tech offers webinars to meet the needs of its members. Info-Tech webinars are unique and are lively video discussions amongst our Analysts and Subject-Matter Expert Panelists. Members also weigh in on several key polls and pose questions to the group.

Webinars are a critical process of our research methodology. It allows our Consulting Analysts an opportunity to discuss the research with our members and host Industry experts on the topics. It also spurs client engagement. During the webinar we poll participants to see who would be interested in completing a Guided Implementation through Advisory Calls.

Webinars are typically one hour in duration and are made available weekly. We also host additional webinars throughout the month to facilitate additional project completion and analyst discussion for our members. All Webinars are recorded and available on the web-portal for future reference.

Organizations that participate in Info-Tech's CIO Business Vision program have the option to attend Info-Tech's annual CIO Awards ceremony that allows for recognition of top IT organizations, and provides the

opportunity for leaders and members of the organization to network with peers across industry, size and maturity. This is also a great opportunity for our members and client organization to receive recognition within the IT market space.

Additional on-site opportunities are also available through on-site Workshops. One 5-Day Workshop will be scheduled with any membership purchase.

## **1.200 Roles and Responsibilities**

### **1.201 Contractor Staff, Roles, and Responsibilities**

#### **A. Contractor Staff**

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

#### **1. Single Point of Contact**

The Contractor designates Ryan Frook as the single point of contact (SPOC). The duties of the SPOC shall include, but not be limited to:

- supporting the management of the Contract,
- facilitating dispute resolution, and
- advising the State of performance under the terms and conditions of the Contract.

The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.

Contractor has identified the following person as the **SPOC**

Name: Ryan Frook

Title: Manager

Phone: 519-432-3550

Email: [rfrook@infotech.com](mailto:rfrook@infotech.com)

#### **2. Account Manager**

The Contractor will provide an Account Manager to interact with the designated personnel from the State. The account manager will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by the State. The contractor's account manager's responsibilities include but not limited to:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors, if any
- Develop the project plan and schedule, and update as needed
- Serve as the point person for all project issues
- Coordinate and oversee the day-to-day project activities of the project team
- Assess and report project feedback and status
- Escalate project issues, project risks, and other concerns
- Review all project deliverables and provide feedback
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures
- Prepare project documents and materials
- Manage and report on the project's budget

Contractor has identified the following person as the **Account Manager**

Name: Ryan Frook

Title: Manager

Phone: 519-432-3550

Email: [rfrook@infotech.com](mailto:rfrook@infotech.com)

**3. Key Personnel**

The Contractor will provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work.

All Key Personnel may be subject to the State's interview and approval process. Any key staff substitution must have the prior approval of the State. The State has identified the following as key personnel for this project:

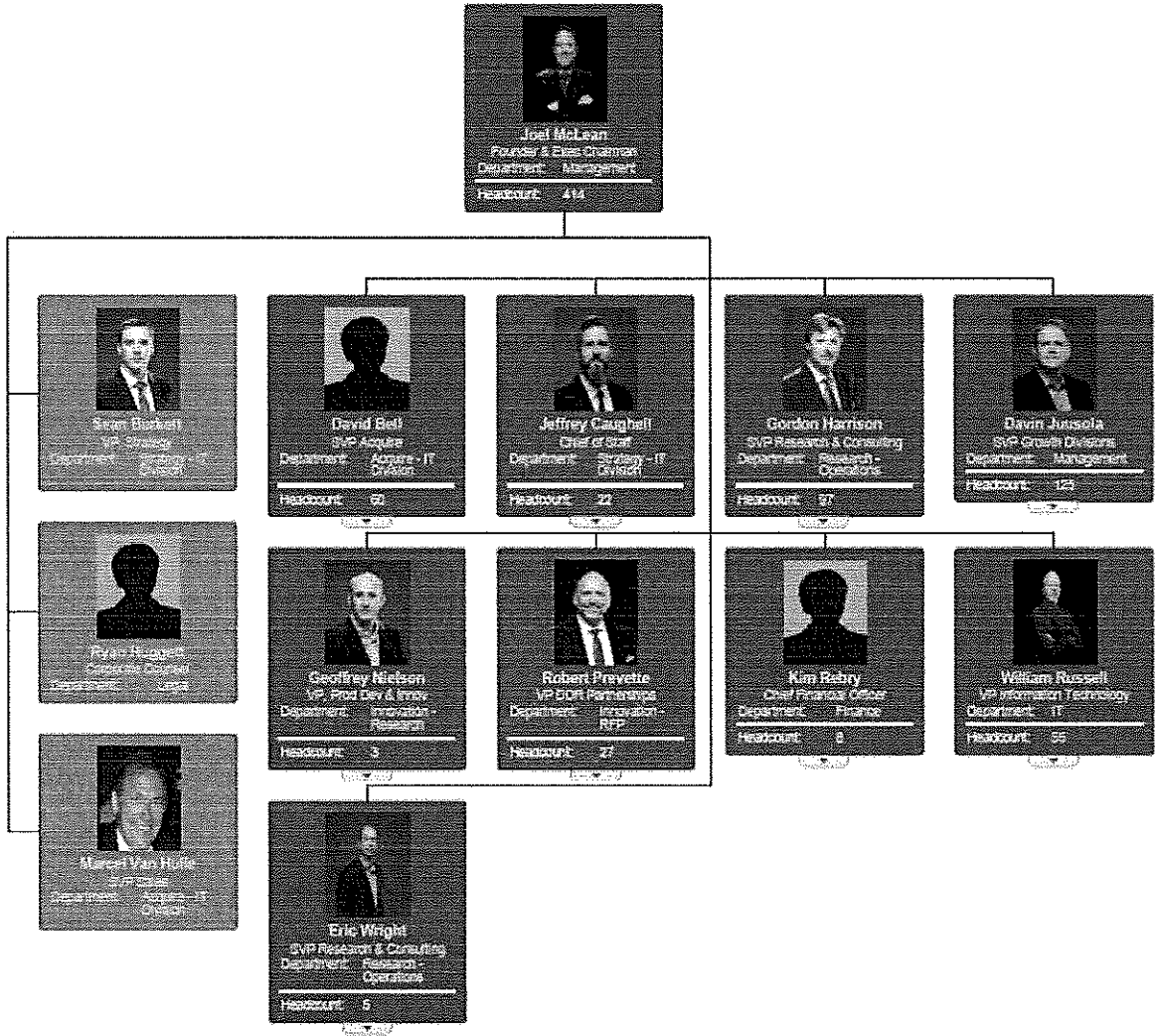
- Single Point of Contact

**4. Subcontractors**

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

- The subcontractor's legal business name, address, and telephone number; a description of the subcontractor's organization and the services it will provide; and information concerning the subcontractor's ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor.
- Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the work that will be performed or provided by the subcontractor.
- Of the total bid, the price of the subcontractor's work.

**Contractor’s Organizational Chart:**



**B. On Site Work Requirements**

**1. Location of Work**

The work is to be performed, completed, and managed, as specified in individual Statements of Work:

**2. Hours of Operation:**

- a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.

- b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

**3. Travel:**

- a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.
- b. Travel time will not be reimbursed.

**1.202 State Staff, Roles, and Responsibilities**

The designated State Program Manager is:

Name	Agency/Division	Title
Tamara Colosky	MDTMB	Program Manager

The designated State Contract Administrator is:

Name	Agency/Division	Title
Malathi Natarajan	MDTMB	Contract Administrator

**1.300 Project Management**

**1.301 Project PLAN Management**

For consulting services requested under this contract, a project plan may be required. The requested project plan must be delivered within the timeframe specified by the State's Program Manager. The Contractor will carry out the projects under the direction and control of State's Program Manager in accordance with the State Unified Information Technology Environment (SUITE) methodology which is available at <http://www.michigan.gov/suite>. Any changes to scope or schedule or budget must follow a change management process as explained in the following section. Contractor shall complete all assigned tasks by their established deadlines.

At the State's option, Contractor will provide additional project management resources, including but not limited to a dedicated project manager separate from the Single Point of Contact.

**1.302 Change Management**

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract.

If a proposed contract change is approved by the Agency, the Contract Administrator will submit a request for change to the Department of Technology, Management and Budget, Procurement Buyer, who will make recommendations to the Director of DTMB-Procurement regarding ultimate approval/disapproval of change request. If the DTMB Procurement Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the DTMB-Procurement Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Contractors**

**who provide products or services prior to the issuance of a Contract Change Notice by the DTMB-Procurement, risk non-payment for the out-of-scope/pricing products and/or services.**

The Contractor must employ change management procedures to handle such things as “out-of-scope” requests or changing business needs of the State while the migration is underway.

The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

**1.303 Reports**

Reporting formats must be submitted to the State’s Program Manager for approval within twenty (20) business days after the effective date of the contract resulting from this RFP. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

Monthly utilization reports shall be submitted and include, but are not limited to, the following metrics:

- Total number of registered users for the quarter
- By user the number of research documents retrievals by method (web search, analyst inquiry, etc)
- By user the number of research document retrievals by topic area or service
- Number of analyst inquires by topic
- Number of attendees for teleconferences/webinars
- Summary of vendor activity and interactions with DTMB employees
- Detail of all engagement for services that exceed the base annual subscription fee, including their billable monetary value

**1.400 Acceptance**

**1.401 Criteria**

- Provide unlimited web-based access to information, available 24x7
- Have fast search capabilities (<5 second response)
- All screens printable and well-formatted, along with printable graphs and charts
- System must have a site map
- Information indexed by topic and title
- Search by topic, subject, and key word across the entire database
- Navigation aids, buttons, and links to requested information
- List of topics available with links to detailed research
- Have expertise in computing, cybersecurity, and telecommunications technologies
- Have expertise in business, management and governmental perspectives
- Toll free calls with subject matter experts or research analysts
- Respond to written research requests within one week
- Respond to analyst inquiry requests within one week

**1.402 Final Acceptance**

Upon reviewing confirmation of full operability with full access to services and that all other acceptance criteria have been met after activation of the contract, the DTMB shall sign off to authorize payment of IT-RAS subscription services, at which time all other services under this contract shall become available. Acceptance criteria for separately billable services shall be detailed within their individual respective statements of work.



## **1.500 Compensation and Payment**

### **1.501 Compensation and Payment**

#### **Method of Payment**

The project will be paid at firm fixed price based on the cost table attached as Schedule B. Future Service Engagements will be paid, according to a defined schedule in the individual engagement statement of work.

The Contractor is required to submit an Administrative Fee (see Section 2.031) on all payments remitted under the Contract. The Contractor must consider Administrative Fee requirements when developing its price proposal.

Extended purchasing program volume requirements are not included, unless stated otherwise.

#### **Travel**

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.

#### **Out-of-Pocket Expenses**

Contractor out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates.

In the event travel is required, all travel reimbursement will be paid according to the State of Michigan's Standardized Travel Rates and Regulations. This information may be found at:  
[http://www.michigan.gov/dmb/0,1607,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html)

All air, car and hotel reservations must be made through the State Contract with Passageways Travel at (517) 333-5880 or (800) 915-8729. All original receipts must be included with your travel voucher and invoices, which must include the purchase order number. Failure to follow this policy will result in reduced reimbursement.

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

#### **Statements of Work and Issuance of Purchase Orders**

- Unless otherwise agreed by the parties, each Statement of Work will include:
  1. Background
  2. Project Objective
  3. Scope of Work
  4. Deliverables
  5. Acceptance Criteria
  6. Project Control and Reports
  7. Specific Department Standards
  8. Payment Schedule
  9. Travel and Expenses

10. Project Contacts
  11. Agency Responsibilities and Assumptions
  12. Location of Where the Work is to be performed
  13. Expected Contractor Work Hours and Conditions
- The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

### **Invoicing**

Contractor will submit properly itemized invoices to

DTMB – Financial Services  
Accounts Payable  
P.O. Box 30026  
Lansing, MI 48909  
or  
[DTMB-Accounts-Payable@michigan.gov](mailto:DTMB-Accounts-Payable@michigan.gov)

Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

### **1.502 Holdback**

The State shall have the right to hold back an amount equal to ten percent (10 %) of all amounts invoiced by Contractor for Services/Deliverables. The amounts held back shall be released to Contractor after the State has granted Final Acceptance.

**SCHEDULE B – COST TABLE**

	<b>IT-RAS Services</b>	<b>State of MI Cost (\$)</b>	<b>Tier volume discount (discount /unit)</b>
<b>1</b>	Research & Advisory Services - all services and yearly subscription costs during contract term		
	A) Info-Tech Membership: Includes one individual member Research and Advisory license and up to nine (9) additional Research Only licenses designated for direct reports and unlimited number of Analyst calls, benchmarking or diagnostic programs, and contract/document reviews. Each Research and Advisory licensee will receive a dedicated Executive Advisor. Requires purchase of minimum two Info-Tech Memberships and one 5-Day Workshop.	\$11,486.15/Info-Tech Membership (Annually)	3 Info-Tech Memberships will be included complimentary with the purchase of 9 or more Info-Tech memberships.
	B) Research Only license: Can only be purchased as add-ons to Research and Advisory Seat. This is an optional add-on. Includes access to all content, Webinars, and the Info-Tech Academy.	\$1,486.61/License (Annually)	
	C) Bundled seats and associated services	See 1.A	Each Info-Tech membership includes 1 Research and Advisory license and Up to 9 Research Only licenses.
	D) CIO Counselor Membership: Includes senior IT Partner (former CIO), on-site coaching, strategy sessions, and CIO focused programs (ex. CIO Business Vision). Optional license designed for C-Level Executives.	43,526.45/license (Annually)	
	E) On-Site 5-Day Workshop: 1 '5-Day' On-Site Workshop must be purchased with the Info-Tech Membership noted above in 1.A.	\$14,000	
<b>2</b>	Registration costs for technical conferences that Infotech host or sponsor	No Cost.	
<b>3</b>	Document review – no page limit	Included in 1.A above.	
<b>4</b>	Consulting rates for specific limited purpose projects with identified statement of work - (See Table below for labor rates and classifications.)		

Resource Classification	State of MI Labor rate
	(not to exceed rate per hour)
1. Project manager	\$200
2. Analyst Level 1- Analysts with expertise on core topics supported by existing research content	\$175
3. Analyst Level 2 - Senior Analysts with 10+ years of experience and/or Analysts providing topic knowledge or industry expertise beyond existing research content	\$250
4. Analyst Level 3 - Senior Analysts with 15+ years of experience and/or Analysts with specialized topic knowledge or industry expertise	\$350

Note: Hourly rates quoted are firm, not to exceed rates for the duration of the contract, which includes option years. Travel and other expenses will not be reimbursed.

\*The State will submit a Statement of Work to the Contractor for the engagements requested, and the Contractor will provide a written price proposal. Upon review and approval of the DTMB Project Manager, a Purchase Order release will be issued to the Contractor for the project to begin.

## SCHEDULE C – LICENSE AGREEMENT

This document states the terms and conditions under which you may use the Info-Tech website and the Services, which are the property of Info-Tech Research Group Inc. ("Info-Tech"). The State of Michigan's (hereinafter the "Customer", "You" or "Your") use of the Info-Tech website and the Services constitutes acceptance of this Licensing Agreement.

### Definitions

- (a) "Consulting Services" means professional service for hire arrangements where Info-Tech is contracted by Customer to provide Consulting Services customized to the Customer. Consulting Services will be outlined in SOWs.
- (b) "Research Services" means those products and services that are available via access to Info-Tech Inc.'s website and require a membership for access by designated Users to the Research Services.
- (c) "Services" means the Research Services and/or Consulting Services provided by Info-Tech under this Agreement.
- (d) "Work Product" means everything that is the result of the efforts of Info-Tech and Info-Tech's Personnel in performing Consulting Services under a specific SOW including any notes, materials, reports, documentation, specifications, drawings, data, computer programs (object code, source code and related documentation), inventions, technology, improvements, creations, works, devices, works-in-progress, equipment and deliverables, whether written or electronic.

### 1. General Use Restrictions

Info-Tech Services are to be used for the User's (meaning a named individual user that uses the publicly available Services, or is authorized by Info-Tech in a service agreement to use the Services that require paid access) use and benefit only pursuant to the terms and limitations of this Licensing Agreement and may not be disclosed, disseminated or distributed to any other party, except as Info-Tech otherwise agrees in writing. The User will not circumvent any encryption or otherwise gain access to Services for which the User has not been expressly granted the appropriate rights of access.

The User will not use the Services for or knowingly transmit to Info-Tech or upload to any Info-Tech site or network any illegal, improper or unacceptable material or use them for illegal, improper or unacceptable practices including without limitation the dissemination of any defamatory, fraudulent, infringing, abusive, lewd, obscene or pornographic material, viruses, trojan horses, time bombs, worms, or other harmful code designed to interrupt, destroy, or limit the function of any software, hardware or communications equipment, unsolicited mass email or other internet based advertising campaigns, privacy breaches, denial of use attacks, spoofing, or impersonation.

### 2. Copyright

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User may use the Services solely for internal use pursuant to the terms and limitations of this License Agreement. The User may download any of the Service's tools or templates for his or her individual use, but may not distribute any articles, tools, templates or blueprints internally, subject to the exceptions below. The User may create derivative works from the Service's tools or templates and distribute these for internal use but may not distribute these derivative works internally or externally for any commercial or resale purposes.

Subject to payment in full of all applicable fees and the limitations set forth below, Info-Tech grants to Customer ownership, with all intellectual property rights therein, of any Work Product created for Consulting Service engagements under a mutually agreed to statement of work, provided that Customer may not resell any Work Product. The Customer acknowledges that portions of the Work Product are pre-existing works licensed to Info-Tech for the purpose of reselling the Consulting Services (the "Pre-Existing Works"). Notwithstanding anything else in this paragraph to the contrary, Info-Tech and its Affiliates shall retain sole and exclusive ownership of its Pre-Existing Works. Info-Tech grants to Customer a perpetual, non-exclusive, royalty-free license to use the Pre-Existing Works embodied in the Work Product. Info-Tech and its Affiliates, agents, suppliers and subcontractors may use any portion of the Work Product for any use at their discretion, provided that the Customer's identity and any Confidential Information are removed. Neither Info-Tech, its Affiliates, agents, suppliers, subcontractors nor the Customer are prevented from making use of know-how and principles learned or experience gained of a non-proprietary and non-confidential nature.

Info-Tech is proud of and believes in the value of the Services it provides to Users. Info-Tech also appreciates referrals that Users generate by forwarding articles, tools and templates downloaded from the Services to non-Users. Info-Tech encourages Users to forward copies of individual articles, tools, templates and blueprints contained in the Services to colleagues and others who may be interested Info-Tech's Services in order for the recipient to evaluate Info-Tech's Services ("Evaluation Copy"), provided all copyright, trademark and other notices are not altered or removed. For greater certainty, Users may forward Evaluation Copies of articles, tools, templates and blueprints contained in the Services to other non-User individuals both internal and external to the User's organization strictly for the purpose of the recipient's evaluation of Info-Tech's Services and not for any other purpose or use.

User acknowledges and agrees that he or she will forward Evaluation Copies to non-Users for the sole purpose of the recipient non-User's evaluation of Info-Tech's Services. Info-Tech reserves the right to review, at its sole discretion, User's account for forwarding activity, including but not limited to reviewing the quantity and description of any Evaluation Copies forwarded as well as the identification and contact information of the recipients of all Evaluation Copies. The User acknowledges that Info-Tech views Evaluation Copies as a referral system and understands that Info-Tech may attempt to contact the recipient non-User in order to assess his or her satisfaction with the Evaluation Copy and interest in Info-Tech's Services. User also acknowledges and agrees that Info-Tech reserves the right, at Info-Tech's

sole discretion, to limit or disable User's ability to forward Evaluation Copies of articles, tools, templates and blueprints upon review of User's forwarding activities.

Any other reproduction or dissemination of the Services in any form or by any means is forbidden without Info-Tech's written permission, and without limiting the generality of the foregoing, the User will not:

- A. record and re-transmit the Service over any network (including any local area network), except as otherwise stated above;
- B. use any Service in any timesharing, service bureau, bulletin board or similar arrangement or public display;
- C. post any Service to any other online service (including bulletin boards or the Internet);
- D. sublicense, lease, sell, offer for sale or assign the Service; or
- E. use Info-Tech's name or any excerpts from the Services in the promotion of its products or services.

### **3. Users**

Users must be authorized to use the Services by Info-Tech. Users must maintain and protect the confidentiality of any password(s), and are responsible to ensure that the passwords are effective. Users shall advise Info-Tech immediately if they discover that their password has been compromised, at the following number 1-888-670-8889.

### **4. User Submissions**

Info-Tech's research services include the ability for clients to contribute content for publication on Info-Tech's websites. If your account is used to submit, post, or add content to Info-Tech's websites, (collectively, "User Submissions"), you agree to accept sole responsibility for those User Submissions, including the information, statements, facts, and material contained in any form or medium (e.g., text, audio, video, and photographic) therein.

When you provide any User Submission to us, you grant us, our affiliates, and our partners, a worldwide, irrevocable, royalty-free, nonexclusive, sub-licensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish such User Submission, and subsequent versions thereof. You agree you will not attempt to enforce any so-called "moral rights" in your User Submission against us, our affiliates, and/or our partners. This license will apply to the distribution and the storage of your User Submission in any form, medium, or technology now known or later developed.

By using Info-Tech's research services, you agree that none of your User Submissions will:

- to your knowledge, infringe on the intellectual property, trade secret, privacy, publicity, or other rights of others;
- contain false statements or misrepresentations that could damage Info-Tech or any third party;
- include obscene, libelous, defamatory, threatening, harassing, abusive, hateful, sexually explicit, sexually oriented, profane, or embarrassing material, as determined by Info-Tech in its sole discretion;

- be illegal or otherwise objectionable;
- contain the personal information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
- encourage or facilitate insider trading or anticompetitive behavior;
- include commercial advertisements or solicitations; or
- purport to or actually provide legal or professional advice.

Because Info-Tech's Web sites are available to the public, we cannot guarantee that User Submissions on Info-Tech's Web sites will remain confidential.

Although you are solely responsible for the content you provide and we do not have a policy of reviewing or monitoring all User Submissions, we reserve the right to pre-screen and/or monitor User Submissions. If we become aware of User Submissions that violate these Terms of Service or that we believe to be otherwise objectionable, we may reject or delete them, or take other action, without notice to you and in our sole discretion.

If you believe that any User Submissions appear to violate these Terms of Service, or if you believe any other user is engaged in illegal, harassing, or objectionable behavior, please [contact us](#).

You acknowledge, consent and agree that Info-Tech may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property, or personal safety of Info-Tech, its users and the public. Notwithstanding the foregoing, to the extent Info-Tech is required to disclose account information and content pursuant to this section, Info-Tech shall provide you with notice of the legal request within one (1) business day of receipt, and assist you in resisting or limiting the scope of the disclosure as reasonably requested by you.

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User assumes sole responsibility for the selection of the Services to achieve its intended results. The opinions expressed in the Services are subject to change without notice.

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#### **8. Investment Advice**

The Services are not intended to be used for the purpose of, or as a basis for, making investment decisions or recommendations with respect to securities of any company or industry and Info-Tech assumes no liability for decisions made, in whole or in part, on the basis of any information contained in the Services.

#### **9. Privacy**

A User's right to privacy is of paramount importance to Info-Tech. See our [Privacy Policy](#) for more detail. The identity of our research clients is not considered personal or confidential information, and we may disclose that information for promotion and marketing purposes.

#### **10. Contact Information**

Attn: General Counsel

Legal@infotech.com

**Toll-free:** 1-888-670-8889

**International:** +1-519-432-3550