



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number 7

to

Contract Number MA220000001023

CONTRACTOR	THE REGENTS OF THE UNIVERSITY OF MICHIGAN
	3003 S. State Street
	Ann Arbor MI 48109-1274
	Karen Sampson
	734-764-8240
	ksampson@umich.edu
	CV0048260

STATE	Program Manager	Various	TREA
	Contract Administrator	Adam Ashley	DTMB
		(517)855-1376	
		ashleya2@michigan.gov	

CONTRACT SUMMARY				
Consultant Services for Schools and Local Units of Government – Prequalified Contract				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
June 1, 2022	May 31, 2025	2 - 12 Months	May 31, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	12 Months	<input type="checkbox"/>		May 31, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$385,354.00	\$0.00	\$385,354.00		
DESCRIPTION				
Effective April 18, 2025, 1 option year available on this contract is hereby exercised. The revised contract expiration date is 5/31/2026.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
TREA	Kevin Smith	313-456-4279	SmithK155@michigan.gov
TREA	Chelan Burks-Andrews	313-456-6641	BurksAndrewsC@michigan.gov



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 **6**
to
Contract Number **220000001023**

CONTRACTOR	THE REGENTS OF THE UNIVERSITY OF MICHIGAN
	3003 S. State Street
	Ann Arbor, MI 48109-1274
	Karen Sampson
	734-764-8240
	ksampson@umich.edu
	CV0048260

STATE	Program Manager	Jessica Thomas	TREA
		517-335-1215	
	Contract Administrator	Thomasj45@michigan.gov	
		Adam Ashley	DTMB
		(517)855-1376	
		ashleya2@michigan.gov	

CONTRACT SUMMARY				
CONSULTANT SERVICES FOR SCHOOLS AND LOCAL UNITS OF GOVERNMENT – PREQUALIFIED CONTRACT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
June 1, 2022	May 31, 2025	2 - 1 Year	May 31, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$173,519.00	\$211,835.00	\$385,354.00		
DESCRIPTION				
Effective April 23, 2024, the attached Schedule A - Statement of Work and the value is hereby increased by \$211,835.00 for LEO				
Please note the Contract Administrator has been changed to Adam Ashley ashleya2@michigan.gov (517) 855-1376				
All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on 4/23/24.				

CN 6: Schedule A – Statement of Work

Overview

The Contractor (Economic Growth Institute (EGI)) proposes an additional Scope of Work and timeline extension to complement the first phase of the Electric Vehicle Transformation Impact Project (EVTIP), which included the local engagement in community strategic planning for the Village of Romeo, MI, and the state engagement for strategic planning to support Michigan communities facing closures and industry transitions. The original project scope of work targets planning and technical assistance support for communities affected by the transition from internal combustion engine (ICE) vehicles to electric vehicles (EVs) and the changes in facilities, where the Village of Romeo was a first-up identified community to receive assistance. In addition to providing the community with technical assistance, professional expertise, strategy planning, and community engagement to assist in developing a transition strategy, this amendment is putting forward a request to provide additional funds to support the implementation of projects identified by the local community to mitigate the impacts due to plant closure and industry disruption, the facilitation of 2 additional quarterly steering committee meetings and transitional support of elements of EVTIP to the Community & Worker Economic Transition Office.

Project Implementation

As the first phase of EVTIP approaches completion, community leaders identify critical projects arising from the strategic planning process and are informed by the data and economic insights. The Contractor facilitation team is aligning priorities and objectives to these identified projects to meet local and regional needs. The next key step in assisting the community would be to provide project implementation funds to further assist the community in mitigating the impacts of this economic event. Contractors project implementation management steps include:

Project Scoping for Communities

In collaboration with the client community, identify the details of the project scope, partners, resources, schedule, outcomes, and deliverables to effectively manage and track the project.

Identification of consultant contractors

A systematic process to identify a list of qualified contractors with expertise in public sector engagements, critical industrial technical skills, and the capacity to assist targeted communities.

Consultant Selection

Working with the community, move forward the process of identifying a qualified consultant to assist with implementation project(s) for the community likely through a competitive request for proposal process to ensure the most appropriate provider is selected and other factors such as timeline and costs are considered.

Project Implementation

Deep engagement to monitor the implementation project(s), following the contracted scope of work, with careful attention to targeted goals ensuring results are achieved for the community and to alleviate some of the community's capacity to execute the project.

Contractor would engage with regular reporting and state steering committee reporting as designated in the current EVTIP engagement.

EVTIP State Steering Committee Meeting

Effective December 2023 the EVTIP State Steering Committee Meeting has transitioned to quarterly meetings. Contractor will facilitate two additional quarterly meetings likely in the June and September timeframes.

Community & Worker Economic Transition Office

The work of EVTIP has set an action-based framework for the Community & Worker Economic Transition Office to provide support for planning and technical assistance to local communities facing transition. Contractor will work with OFME and LEO to assist in the transfer of knowledge from EVTIP to the new office as deemed appropriate.

Timeline

Six months: April 2024 – September 2024

- By April 30th, 2024 Projects will be identified for Communities
- By May 31st, 2024 consultants will be identified and projects scoped
- By June 30th, 2024 Projects will be contracted
- Between June and September projects will be executed
- All projects will be completed by September 30, 2024
- The Steering Committee will meet in March, June and September 2024
- Between March and September 30, 2024 Contractor will provide transitional support.

Schedule B – Pricing

Additional Costs for Amended Scope

University of Michigan 1/1/24-9/30/24		Total 9 months
Line Items	Effort	Total Cost
Personnel	Amount	Total Amount
Total Personnel	33,194	33,194
Total Fringe Benefits	10,290	10,290
Travel	295	295
Hosting	-	-
Consultants/Contractual	100,000	100,000
Supplies		
Total Supplies	20,434	20,434
Total Direct Charges	164,213	164,213
Indirect Charges (29%)	47,622	47,622
TOTALS	211,835	211,835

TOTAL Amended Budget

Electric Vehicle Transition Impact Project **Amendment & Extension**

PROPOSED BUDGET: January 1, 2023- September 30, 2024

University of Michigan 1/1/23-12/31/23			Additional costs 1/1/24-9/30/24		9 months		Total 21 months
Line Items			Line Items		Effort		Total Cost
Personnel			Personnel	Rate	Month	Amount	Total Amount
			Associate Director (PI) AB	148,717	10%	11,154	
			Project Lead Manager CWQ	108,150	13%	10,147	
			Senior Project Manager KR	106,431	0%	-	
			Project Intermediate Manager MH	79,287	20%	11,893	
	Total Regular Staff	\$ 52,810	Total Regular Staff			33,194	86,004
	Total Personnel	\$ 52,810	Total Personnel			33,194	86,004
Fringe Benefits			Fringe Benefits				
	Regular Staff @ 31%	\$ 16,371	Regular Staff @ 31%			10,290	26,661
	Total Fringe Benefits	\$ 16,371	Total Fringe Benefits			10,290	26,661
	Travel	\$ 3,009	Travel			295	3,304
	Hosting	\$ 2,000	Hosting			-	2,000
	Consultants/Contractual	\$ -	Consultants/Contractual			100,000	100,000
Supplies			Supplies				
		\$ 1,000	General Supplies			1,000	2,000
		\$ 11,250	Research Services & Supplies			19,434	30,684
	Total Supplies	\$ 12,250	Total Supplies			20,434	32,684
	Total Direct Charges	\$ 86,440	Total Direct Charges			164,213	250,653
	Indirect Charges (29%)	\$ 25,068	Indirect Charges (29%)			47,622	72,689
	TOTALS	\$ 111,508	TOTALS			211,835	323,343



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 **220000001023**

CONTRACTOR	THE REGENTS OF THE UNIVERSITY OF MICHIGAN
	3003 S. State Street
	Ann Arbor, MI 48109-1274
	Karen Sampson
	734-764-8240
	ksampson@umich.edu
	CV0048260

STATE	Program Manager	Jessica Thomas	TREA
		517-335-1215	
		Thomasj45@michigan.gov	
	Contract Administrator	Jordana Sager	DTMB
		(517) 896-1903	
		sagerj2@michigan.gov	

CONTRACT SUMMARY					
CONSULTANT SERVICES FOR SCHOOLS AND LOCAL UNITS OF GOVERNMENT – PREQUALIFIED CONTRACT					
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE		INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
June 1, 2022	May 31, 2025		2 - 1 Year	May 31, 2025	
PAYMENT TERMS			DELIVERY TIMEFRAME		
			N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS					
N/A					
DESCRIPTION OF CHANGE NOTICE					
OPTION	LENGTH OF OPTION		EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>			<input type="checkbox"/>		N/A
CURRENT VALUE		VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$173,519.00		\$0.00		\$173,519.00	
DESCRIPTION					
Effective September 21, 2023, the Contract Administrator is hereby from changed Reynaldo Martell to Karen Sampson.					
Karen Sampson ksampson@umich.edu 734-764-8240					
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.					



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

CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **220000001023**

CONTRACTOR	THE REGENTS OF THE UNIVERSITY OF MICHIGAN
	3003 S. State Street
	Ann Arbor, MI 48109-1274
	Reynaldo Martell
	734-647- 9099
	martellr@umich.edu
	CV0048260

STATE	Program Manager	Jessica Thomas	TREA
		517-335-1215	
		Thomasj45@michigan.gov	
	Contract Administrator	Jordana Sager	DTMB
		(517) 896-1903	
		sagerj2@michigan.gov	

CONTRACT SUMMARY				
CONSULTANT SERVICES FOR SCHOOLS AND LOCAL UNITS OF GOVERNMENT – PREQUALIFIED CONTRACT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
June 1, 2022	May 31, 2025	2 - 1 Year		May 31, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$163,474.00	\$10,045.00	\$173,519.00		
DESCRIPTION				
Effective September 12, 2023, the following amendment to CN 3 is hereby incorporated and \$10,045.00 is added to cover the expanded scope.				
Please note: A position reclassification for Carmen Wells Quigg from Senior Project Manager to Program Manager.				
Carmen Wells Quigg carmenw@umich.edu 734-945-2392				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

CN 4 - 220000001023

Amendment to CN 3

The Contractor is requesting to add Key Personnel to the State of Michigan DTMP award MA 220000001023 "Municipal Advisory Services: Facility Closure Planning Assistance & Strategic Planning Projects Proposal". The addition of the 2 key personnel as detailed below will support the updated scope of work for DO#230000011545. Additional costs include \$10,045.00 in personnel and fringe to support one community impact analysis. Additional communities could be added to the scope at a cost of \$6825 in the future through an updated Delivery Order. Additionally, the Contractor is seeking sponsor approval on a position reclassification for Carmen Wells Quigg from Senior Project Manager to Program Manager.

Additional scope of work requested per the sponsor:

The original project scope of work targets explicitly planning and technical assistance support for communities affected by the transition from internal combustion engine (ICE) vehicles to electric vehicles (EVs) and the changes in facilities. In addition to providing analysis, assistance, expertise, transition strategy planning, and community engagement to assist in developing a transition strategy, this amendment responds to the request by affected local communities to provide an economic impact analysis to fully understand the impact this economic adjustment event has on the local economy, better inform the strategic and financial planning, and use the data to leverage additional resources to the region.

Economic Overview & Impact Analysis

As community leaders engage in strategic planning, data and economic insights provide vital information to inform priorities and decision-making. EGI will provide an economic overview, and impact analysis will provide high-level insights as part of community strategic planning for up to three communities. For the economic overview, the report will provide key economic indicators such as industry and workforce analysis, shift share analysis, location quotients, and more, depending on what is relevant to the specific community.

In conjunction with the economic overview, EGI's research team will conduct an assessment of the estimated economic impact of a plant closure. All estimated impacts of the closure (jobs projected to be lost) will be provided by the community strategic team. The assessment will include direct, indirect, and induced employment and compensation impacts, impacted industry sectors, and tax implications.

The impacts will be assessed through the economic impact analysis tool within the software IMPLAN. IMPLAN utilizes an economic modeling technique called Input-Output analysis, which is a type of applied economic analysis that tracks the interdependence among various producing and consuming industries of an economy. In other words, it looks at all the ways in which purchases are linked within the local economy from the energy generation plant. Impacts will be reported at the direct, indirect, and induced levels. The direct effect is the initial change in final demand of the industry output, employment, and

labor income dollars. These are the initial effects from transitioning jobs out in terms of lost income, value added, and output from those jobs. The indirect effects are business-to-business purchases in the supply chain taking place in the region, which stem from industry input purchases. Lastly, the induced effects stem from labor income being spent throughout the region, originating from the direct and indirect effects.

All findings will be synthesized into an executive summary to inform community leaders. EGI's research team will be available for initial meetings to detail both the methodology as well as results.

Additional Key Personnel (resumes included)

1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract/ Contract	5. % of Work Time	6. Physical Location
Sarah Crane	2	Research Area Specialist, Senior	Direct	1% FT	Ann Arbor, MI
Jankeesh Sandhu	0	Research Area Specialist, Intermediate	Direct	25% FT	Ann Arbor, MI

Functional Role(s)/Responsibilities	
Sarah Crane	Sarah will lead to ensure the effective execution of the Community Economic Overview & Economic Impact Analysis for EVTIP communities. All EGI personnel included in this proposal will assist in preparing reports and plans, including documenting the work of the EVTIP and playing a lead role in compiling information and input from outside groups to provide meaningful information for policy planning and decisions around energy transitions. Also, EGI personnel will lead in producing results-based reports of the EVTIP and the subcommittees in keeping with the expectation of the directive, including a process that prioritizes action steps to achieve outcomes that will provide significant value in achieving the executive directive. EGI will contribute to reporting that includes detailed action steps and a public-facing plan.
Jankeesh Sandhu	A Research Area Specialist, Intermediate will be responsible for data collection and related analysis under the direction of the PI. This role will also manage student research associates on the project.

Schedule B - Pricing

Identify the Staff Member(s) that will provide the work outlined in this RFP.		
Staff Member Position Title <i>As identified in Schedule A – Section 3 - Staffing</i>	Staff Member Resource Name <i>Identify the specific resource(s) that are being proposed for this RFP</i>	Base Years Hourly Rate <i>List the Not to Exceed Hourly Rate</i>
A. Sarah Crane	Impact analysis	\$39.95
B. Jankeesh Sandhu	Impact analysis	\$32.00

Amended Budget

*items in red text indicate changes

Electric Vehicle Transition Impact Project PROPOSED BUDGET: January 1, 2023- December 31, 2023

1/1/23-12/31/23		12 months		Total 12 months
Line Items		Effort		Total Cost
Personnel	Rate	Month	Amount	Total Amount
Associate Director (PI) AB	137,904	10%		
Senior Project Manager/ Program			13,790	13,790
Manager	95,680	50%	47,840	47,840
CWQ				
Senior Project Manager KR	99,357	10%	9,936	9,936
Project Intermediate Manager MH	73,840	50%	36,920	36,920
Research Area Specialist, Senior	83,096	1%	277	277
Research Area Specialist, Intermediate	68,000	25%	5,667	5,667
Total Regular Staff			52,799	52,799
Total Personnel			52,799	52,799
Fringe Benefits				

Regular Staff @ 31%			16,368	16,368
Total Fringe Benefits			16,368	16,368
Travel			3,009	3,009
Hosting			2,000	2,000
Supplies				
General Supplies			1,000	1,000
Research Services & Supplies			11,250	11,250
Total Supplies			12,250	12,250
Total Direct Charges			86,426	86,426
Indirect Charges (29%)			25,064	25,064
TOTALS			111,490	111,490



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 **3**
to
Contract Number **220000001023**

CONTRACTOR	THE REGENTS OF THE UNIVERSITY OF MICHIGAN
	3003 S. State Street
	Ann Arbor, MI 48109-1274
	Reynaldo Martell
	734-647- 9099
	martellr@umich.edu
	CV0048260

STATE	Program Manager	Jessica Thomas	TREA
		517-335-1215	
		Thomasj45@michigan.gov	
	Contract Administrator	Jordana Sager	DTMB
		(517) 896-1903	
		sagerj2@michigan.gov	

CONTRACT SUMMARY				
CONSULTANT SERVICES FOR SCHOOLS AND LOCAL UNITS OF GOVERNMENT – PREQUALIFIED CONTRACT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
June 1, 2022	May 31, 2025	2 - 1 Year	May 31, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$62,029.00	\$101,445.00	\$163,474.00		
DESCRIPTION				
Effective March 23, 2023, the following are hereby added to this contract: Schedule A - Statement of Work for the Electric Vehicle Transition Impact Project for LEO and \$101,445.00				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

SCHEDULE A - STATEMENT OF WORK

CONTRACT ACTIVITIES

The Regents of the University of Michigan MA 220000001023 Financial Accounting, Integrity Oversight Monitoring or Auditing Service by Workgroup and Strategic Planning Facilitation Related to Long-Term Information Technology **Strategies for Electric Vehicle Transformation Impact Program**

BACKGROUND

The Mobility Futures Initiative (MFI) was created to enable a stronger state economy through safer, more equitable and environmentally sound transportation for all Michigan residents. It is a multi-agency effort, leveraging \$25,000,000 in supplemental FY22 state budget funds to seed the launch of several transformational projects related to the future of transportation, working to break down silos and increase efficiency. The Michigan Office of Future Mobility and Electrification manages these funds and projects with guidance provided by the Governor's Office, Legislature, Council on Future Mobility and Electrification, LEO, MEDC, MDOT, EGLE and MPSC.

As the automotive and mobility industry continues to rapidly evolve, Michigan's manufacturing future will look quite different than its manufacturing legacy. This includes Michigan manufacturing facilities facing reduced use or closures. Therefore, to provide support services to communities affected by plant closures due to autonomous and electric vehicles (AVs and EVs, respectively), and assist communities made vulnerable due to advances in technology, the Department of Labor and Economic Opportunity (LEO) via the Office of Future Mobility and Electrification seeks to create the Electric Vehicle Transformation Impact Program (EVTIP). The project will specifically target support for communities that may be imminently impacted by changes in facilities currently serving, or manufacturing for internal combustion engine (ICE) vehicles to provide analysis, assistance, expertise, planning, and community engagement to assist in developing a transition strategy. The impact of this transition on communities in Michigan can create significant issues such as reduced tax base, lost employment, significant reduction in services, site remediation, environmental justice, and the need for economic development to overcome these challenges. Michigan has several plants and communities that face real threats as the industry transitions more fully to AV and EV. This project will provide analysis and transition strategy resources to communities affected by the closure of ICE employers because of EVs.

SCOPE

The Department of Labor and Economic Opportunity is seeking a service provider to assist with the work of the Electric Vehicle Transition Impact Project team including planning meetings, leading discussions, compiling information, and helping create tools and strategies that will assist as energy changes affect communities throughout Michigan.

1. Requirements

1.1. General Requirements

A. Contractor Qualifications

- 1) Contractor must be able to demonstrate that they have effectively facilitated at least 5 government/community engagement efforts or projects. Include types of services performed and results or outcomes of those services
- 2) Contractor must demonstrate a background in engaging with communities in economic distress.
- 3) Contractor must have a defined process for being inclusive of all stakeholders, removing bias from decision making, and reporting final plans.
- 4) Contractor must have access to research data/databases to obtain technical and experiential information.
- 5) Contractor must have sufficient resources to support required reporting functions necessary

B. Vendor Deliverables

- 1) Contractor shall document the work of the EVTIP. In preparation for providing meaningful information for policy planning and decisions around energy transitions, Contractor will play a lead role in compiling information and the input from outside groups. Contractor will play a lead role in producing reports of the EVTIP and the subcommittees.
- 2) Contractor shall facilitate the meetings of the steering committee and sub-teams. Contractor will schedule and coordinate the meetings of the EVTIP subcommittees to ensure broad participation and continued momentum for the project. Through that facilitation, Contractor will need to ensure the inclusion of diverse voices in the planning activities, remove bias and calculate stakeholder input, while using a collaborative approach to setting priorities and mapping the best route to implementation.
- 3) Contractor shall assist the subcommittees in gathering input and establishing priorities. Contractor will document subcommittee work and will assist the subcommittees in reviewing information and inputs to

establish goals for the subcommittees and the identification of informational needs for the subcommittee work.

- 4) Contractor must provide technical assistance to LEO and the project. Contractor will assist with obtaining technical and experiential information to support the EVTIP project. This will ensure a broad scan of the available information concerning energy transitions and the work of other similar projects across the country. The research could include historical information, current projects, or engagement of industry and community stakeholders.
- 5) Contractor must assist in preparing reports and plans. Contractor will play a key role as the EVTIP generates results-based reports in keeping with the expectation of the executive directive. This planning will need to include a process that prioritizes action steps to achieve outcomes that will provide significant value in achieving the executive directive. Reporting needs to include not only detailed action steps but also a public facing plan.

C. In addition, the Michigan Department of Labor and Economic Opportunity in collaboration with the EVTIP steering committee, would assess if there are additional needs for further review or additional areas of assessment upon completion and review of the initial report. If determined that additional review or assessment was needed, would then advise the contracted consultant of recommended areas of review to meet the EVTIP needs at an agreed upon hourly rate.

1.2. Training

The Contractor must explain its training capabilities and any training that is included in its proposal.

The Contractor must provide documentation and training materials.

2. Service Requirements

2.1. Timeframes

All Contract Activities must be delivered within 12 months from receipt of order. The receipt of order date is pursuant to the **Notices** section of the Standard Contract Terms.

3. Acceptance

3.1. Acceptance, Inspection, and Testing

The State will use the following criteria to determine acceptance of the Contract Activities: See Acceptance in the Standard Contract Terms

4. Staffing

4.1. Contractor Representative

The Contractor must appoint at least one individual specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 7 calendar days before removing or assigning a new Contractor Representative.

4.2. Program Manager

The Program Manager for each party related to this SOW will monitor and coordinate the day-to-day activities of the Contract (each a "**Program Manager**"):

State:	Contractor:
Ryan Michael Michaelr2@michigan.org	Carmen Wells Quigg 506 E. Liberty St 3rd floor Ann Arbor, MI 48104 carmenw@umich.edu 734-945-2392

4.3. Customer Service Toll-Free Number

See master contract Schedule A - SOW section 4.2 for details.

4.4. Work Hours

See master contract Schedule A - SOW section 4.3 for details.

4.5. Key Personnel

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

A. The Contractor must identify all Key Personnel that will be assigned to this contract in the table below which includes the following:

1. Name and title of staff that will be designated as Key Personnel.
2. Key Personnel years of experience in the current classification.
3. Identify which of the required key personnel positions they are fulfilling.
4. Key Personnel's roles and responsibilities, as they relate to this RFP, if the Contractor is successful in being awarded the Contract. Descriptions of roles should be functional and not just by title.
5. Identify if each Key Personnel is a direct, subcontract, or contract employee.

6. Identify if each Key Personnel staff member is employed full-time (FT), part-time (PT) or temporary (T), including consultants used for the purpose of providing information for the proposal.
7. List each Key Personnel staff member's length of employment or affiliation with the Contractor's organization.
8. Identify each Key Personnel's percentage of work time devoted to this Contract.
9. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.

1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract / Contract	5. % of Work Time	6. Physical Location
Ashlee Breitner	4	Managing Director; Certified Decision Coach	Direct	10% FT	Ann Arbor, MI
Carmen Wells Quigg	14	Senior Project Manager; Certified Decision Coach	Direct	50% FT	Ann Arbor, MI
Mary Hannaford	1	Project Manager; Certified Decision Coach	Direct	50% FT	Ann Arbor, MI
Kevin Ruczinski	4	Senior Project Manager; Certified Decision Coach	Direct	10% FT	Ann Arbor, MI

- B.** The Contractor must provide **detailed, chronological resumes** of all proposed Key Personnel, including a description of their work experience relevant to their purposed role as it relates to the RFP.

Qualifications will be measured by education and experience with particular reference to experience on projects similar to that described in the RFP.

4.6. Contractor Personnel

The Contractor must identify the roles and responsibilities of all Contractor Personnel that will be performing services under this Contract in the table below:

Functional Role(s)/Responsibilities	
Ashlee Breitner	<p>Ashlee will ensure effective execution of EVTIP by EGI key personnel and will support the team as an additional coach when necessary.</p> <p>All EGI personnel included in this proposal will assist in preparing reports and plans including documenting the work of the EVTIP including playing a lead role in compiling information and the input from outside groups in preparation for providing meaningful information for policy planning and decisions around energy transitions. Also, EGI personnel will play a lead role in producing results-based reports of the EVTIP and the subcommittees in keeping with the expectation of the directive including a process that prioritizes action steps to achieve outcomes that will provide significant value in achieving the executive directive. EGI will contribute to reporting that includes not only detailed action steps but also a public facing plan.</p>
Carmen Wells Quigg	Carmen will be the lead coach for this engagement. She will be working directly to facilitate the development of the Strategic Plan for EVTIP. She will work with stakeholder groups and the strategic team throughout the process.
Mary Hannaford	Mary will be a Decision Coach for this engagement. She will be working directly to facilitate the development of the Strategic Plan for EVTIP. She will work with stakeholder groups and the strategic team throughout the process.
Kevin Rucinski	Kevin will be a Decision Coach for this engagement. He will be working directly to facilitate the development of the Strategic Plan for EVTIP by providing background research support. He will work with stakeholder groups and the subteams throughout the process.

4.7. Disclosure of Subcontractors

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

- The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor.
- Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- **Geographically Disadvantaged Business Enterprise Sub-Contractors:** If Contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they

will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If Contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)

4.8. Access to Tax Information

The Contractor must comply with the requirements of *IRS Publication 1075* (including *Exhibit 7 Safeguarding Contract Language*) and *Michigan Department of Treasury Safeguard Requirements of Confidential Tax Data*.

5. Project Management

5.1. Project Plan

The Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor must submit a final project plan to the Program Manager for approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, timeline, and resources required.

5.2. Meetings

The State may request meetings, as it deems appropriate.

5.3. Reporting

The Contractor must submit to the Program the following written reports:

First deliverable – Project outline (withing 30 days)

Bi-Monthly status reports, including work undertaken since previous reporting milestones and forecast for the next reporting period.

6. Pricing

6.1. Price Term

Pricing is firm for the entire length of the engagement related to this SOW. Contractor pricing must not exceed rates provided in Schedule B of the master contract.

7. Ordering

7.1. Authorizing Document

See master contract Schedule A - SOW section 7.1 for details.

8. Invoice and Payment

8.1. Invoice Requirements

See master contract Schedule A - SOW section 8.1 for details.

8.2. Payment Methods

See master contract Schedule A - SOW section 8.2 for details.

8.3. Procedure

Invoices to be sent to the Program Manager with written reports no later than the last day of the month.

9. Liquidated Damages

See master contract Schedule A - SOW section 9. for details.

10. Service-Level Agreement (SLA)

- A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.
- B. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.
- C. **Please Note:** Should bidders require clarification or have any questions with regard to the SLAs, they should submit them during the *Question and Answer Period* of this solicitation; please see the **Proposal Instructions** for the timeline.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Timely Deliveries	
Credit Due for Failing to Meet the Service Level Agreements	<ol style="list-style-type: none"> 1. \$100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year. 2. \$500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year. <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

SCHEDULE B PRICING

Financial Accounting, Integrity Oversight Monitoring or Auditing Service by Workgroup and Strategic Planning Facilitation Related to Long-Term Information Technology

Strategies for

Electric Vehicle Transformation Impact Program

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using the table below. The pricing schedule should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.
4. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.
5. **NOTES:**
 - a. As a reminder, *overtime, holiday pay, and travel expenses will **not** be paid.*
 - b. **Provide the hourly rate (not-to-exceed) for each staff level and all applicable personnel assigned to the Contract for the proposed services. For example, please indicate positions at Senior Manager, Director, Manager, etc. Senior levels, entry level staff, as well as Specialty Services (e.g., Cyber engineer, Subject Matter Expert, etc.).**
 - c. **Hourly Rates must not exceed rates provided in Schedule B of the master contract.**

Position	Hourly Rate (Not to Exceed)
Managing Director; Certified Decision Coach	\$63.75
Senior Project Manager; Certified Decision Coach	\$45.93
Project Manager; Certified Decision Coach	\$34.13

University of Michigan 1/1/23-12/31/23		12 months		Total 12 months
Line Items		Effort		Total Cost
Personnel	Rate	Month	Amount	Total Amount
Associate Director (PI) AB	137,904	10%	13,790	13,790
Senior Project Manager CWQ	95,680	50%	47,840	47,840
Senior Project Manager KR	99,357	10%	9,936	9,936
Project Intermediate Manager MH	73,840	50%	36,920	36,920
Total Regular Staff			46,856	46,856
Total Personnel			46,856	46,856
Fringe Benefits				
Regular Staff @ 31%			14,525	14,525
Total Fringe Benefits			14,525	14,525
Travel			3,009	3,009
Hosting			2,000	2,000
Supplies				
General Supplies			1,000	1,000
Research Services & Supplies			11,250	11,250
Total Supplies			12,250	12,250
Total Direct Charges			78,640	78,640
Indirect Charges (29%)			22,806	22,806
TOTALS			101,445	101,445



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 **2**
to
Contract Number **220000001023**

CONTRACTOR	THE REGENTS OF THE UNIVERSITY OF MICHIGAN
	3003 S. State Street
	Ann Arbor, MI 48109-1274
	Reynaldo Martell
	734-647- 9099
	martellr@umich.edu
	CV0048260

STATE	Program Manager	Jessica Thomas	TREA
		517-335-1215	
		Thomasj45@michigan.gov	
	Contract Administrator	Jordana Sager	DTMB
		(517) 896-1903	
		sagerj2@michigan.gov	

CONTRACT SUMMARY				
CONSULTANT SERVICES FOR SCHOOLS AND LOCAL UNITS OF GOVERNMENT – PREQUALIFIED CONTRACT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
June 1, 2022	May 31, 2025	2 - 1 Year	May 31, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$20,000.00	\$42,029.00	\$62,029.00		
DESCRIPTION				
Effective March 8, 2023, the attached Schedule A - Statement of Work/Schedule B - Pricing is added to the Contract for TREASURYand is hereby increased by \$42,029.00.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

SCHEDULE A - STATEMENT OF WORK

CONTRACT ACTIVITIES

The Regents of the University of Michigan MA 220000001023
Financial Accounting, Integrity Oversight Monitoring or Auditing Service by
Workgroup and Strategic Planning Facilitation Related to Long-Term Information
Technology Strategies

BACKGROUND

The Department of Treasury is required to develop an information technology (IT) strategy in collaboration with a Michigan public university to identify opportunities for machine-readable financial disclosures for local units of government using extensible business reporting language (XBRL). The IT strategy should consist of a strategy that local communities can align and transition to as their existing information systems are retired, or new software solutions are utilized for the creation and processing of integrated data and reporting to the Department of Treasury. The development and review of this strategy will include partnering with key stakeholders representing local governments to review the feasibility of local governments utilizing XBRL software for the purposes of filing required financial reporting with Department of Treasury.

Treasury is creating a Workgroup which will provide analysis, assistance, expertise, planning, and community engagement to make a recommendation to develop an information technology strategy.

Based upon the recommendations from the Workgroup, the Department of Treasury will determine the feasibility and cost to implement the ability to accept XBRL files on its website as a substitute for annual financial reports, Form F-65, and Form 5572 and detail any enhancements required to the current IT systems to implement the recommended IT strategy proposed.

SCOPE

Treasury is seeking a service provider to work with a workgroup in developing and reviewing the feasibility of an IT strategy for local government reporting of statutory financial data. This process will include planning meetings, leading discussions, compiling information, and creating a report for the Department of Treasury.

Goals and Objectives:

Project report would be to answer the following questions:

- Is the XBRL IT software feasible for all types of local units of governments and what would be the associated costs of implementing this information technology strategy at the local and state level?

The Workgroup has the following goals:

- External assessment of impact to local government processes, reporting burdens, and government transparency, and how local governments would transition to or comply with new reporting requirements.

- Develop, assess, and provide recommendations for an IT strategy with the State utilizing XBRL for local governments to submit and comply with statutory financial reports.
- Explore key aspects of the process for transitioning local governments from current IT software to proposed XBRL IT software.
- Identify implementation costs to local government in implementing XBRL IT strategy.
- Perform a cost benefit analysis of the IT strategy proposal.
- Internal assessment of State/Treasury requirements, potential changes to current processes
 - Determine the level of data needed and required to implement the XBRL software Statewide.
 - Review implementation cost and technology requirements, upgrades, and enhancements for IT strategy to implement recommendations.
 - Perform a cost benefit analysis of IT strategy proposal.
- Reporting
 - Draft a report summarizing the findings of internal and external assessments developed by the workgroup, projected costs, and feasibility of the IT strategy proposal.
 - Present draft report to Treasury leadership and other stakeholders as requested.
 - Incorporate suggested changes into revised draft of report and issue final report to the Department of Treasury.

1. Requirements

1.1. General Requirements

A. Contractor Qualifications

1. Contractor must be able to demonstrate that they have effectively facilitated at least five government/community engagement efforts or projects. Include types of services performed and results or outcomes of those services.
2. Contractor must have a defined process for being inclusive of all stakeholders, removing bias from decision making, and reporting final plans.
3. Contractor must have access to research data/databases to obtain technical and experiential information.
4. Contractor must have sufficient resources to support required reporting functions necessary.

B. Program Due Diligence

1. Develop communication plan for announcing workgroup and project scope.
2. Develop stakeholder engagement plan and plan for workgroup utilization.

C. Assessments and Workgroup Facilitation

1. Contractor must document the work of the Workgroup. In preparation for providing meaningful information for policy planning and decisions around the XBRL IT strategy proposal, related costs and feasibility, Contractor must play a lead role in compiling information and input from outside groups. Contractor must play a lead role in producing reports of the Workgroup and any subcommittees.

2. Contractor must facilitate meetings of the steering committee and any necessary sub-committees. Contractor must schedule and coordinate biweekly meetings, at a minimum, of the Workgroup committees to ensure broad participation and continued momentum for the project. Through that facilitation, Contractor must ensure the inclusion of diverse voices in the planning activities, remove bias and calculate stakeholder input, while using a collaborative approach to setting priorities and mapping the best route to implementation.
3. Contractor must assist all Workgroup committees in gathering input, establishing priorities, and meeting stated goals as detailed in the “Background” Section above. Contractor must document work and must assist in reviewing information and inputs to establish additional goals and the identification of informational needs for committee or sub-committee work.
4. Contractor must provide technical assistance to Treasury and the project. Contractor must assist with obtaining technical and experiential information to support the project. This will ensure a broad scan of the available information on machine readable technology, whether XBRL or otherwise. The research could include historical information, current projects, or engagement of industry and community stakeholders.
5. Contractor must assist in preparing reports and plans. Contractor will play a key role as the Workgroup assess the IT strategy, identifies costs, and reviews feasibility, in keeping with the directive. Contractor must provide monthly progress updates, minutes from each committee meeting, and a final report of the internal and external assessment workgroup process reviews. Final output must identify related costs and review project feasibility, for purposes of a final report to Treasury leadership.

D. Reporting

The Contractor must:

1. Draft an initial report documenting the findings, including cost assessments and a feasibility study using data and reports developed in the internal and external assessments.
2. Develop plan for stakeholder engagement
3. Review the Draft Report with Treasury leadership, Workgroup, and other stakeholders, as requested.
4. Evaluate feedback and proposed changes for incorporation in the Final Report.
5. Incorporate approved changes, feedback and public comments, and draft the Final Report.

1.2. Training

The Contractor must explain its training capabilities and any training that is included in its proposal.

1.3. ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Contractor’s proposed Solution, where

relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Contractor complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution.

http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621

2. Service Requirements

2.1. Timeframes

All Contract Activities related to this project must be completed by September 1, 2023. Expectations regarding completion dates for individual phases of this project are listed below:

Phase 1: Program Development & Implementation Plan – Due within the first 30 days of CN effective date..

Phase 2: Internal Assessment – to be completed by April 1, 2023.

Phase 3: External Assessment – to be completed by June 15, 2023.

Phase 4: Initial Draft Report – to be completed by July 30, 2023.

Phase 5: Final Report – to be completed by September 1, 2023.

2.2. Conflict of Interest

Contractor must identify any potential conflicts of interest in performing the services described in this SOW. The Contractor must also include a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed engagement.

Contractor agrees that should a conflict of interest arise during the performance of Contract Activities, a discussion will be initiated with all involved parties before moving forward. The State's Program Manager has the final decision regarding any conflict of interest, real or perceived, and the continuation of Contract Activities.

3. Acceptance

3.1. Acceptance

The State will use the following criteria to determine acceptance of the Contract Activities:

Review and approval of each deliverable by the State's Program Manager.

4. Staffing

4.1. Contractor Representative

The Contractor must appoint one or more individuals specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the "Contractor Representative").

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

4.2. Program Manager

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

State:	Contractor:
Cary Jay Vaughn 430 W Allegan Street Lansing, Michigan 48933 Phone: 517-335-1206 Email: Vaughnc2@michigan.gov	Carmen Wells Quigg 506 E. Liberty St 3 rd floor Ann Arbor, MI 48104 carmenw@umich.edu 734-945-2392

4.3. Customer Service Toll-Free Number

See master contract Schedule A - SOW section 4.2 for details.

4.4. Work Hours

See master contract Schedule A - SOW section 4.3 for details.

4.5. Key Personnel

The Contractor must appoint one individual who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the Contractual requirements, and respond to State inquiries within 24 hours.

See master contract Schedule A - SOW section 4.4 for more details.

- A. The Contractor must identify all Key Personnel that will be assigned to this SOW in the table below which includes the following:
1. Name and title of staff that will be designated as Key Personnel.
 2. Key Personnel years of experience in the current classification.
 3. Identify which of the required key personnel positions they are fulfilling.
 4. Key Personnel’s roles and responsibilities, as they relate to this RFP, if the Contractor is successful in being awarded the Contract. Descriptions of roles should be functional and not just by title.
 5. Identify if each Key Personnel is a direct, subcontract, or contract employee.
 6. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.

1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract / Contract	5. % of Work Time	6. Physical Location
Ashlee Breitner	4	Managing Director; Certified Decision Coach	Direct	10% FT	Ann Arbor, MI

1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract / Contract	5. % of Work Time	6. Physical Location
Carmen Wells Quigg	14	Senior Project Manager; Certified Decision Coach	Direct	45% FT	Ann Arbor, MI
Mary Hannaford	1	Project Manager; Certified Decision Coach	Direct	45% FT	Ann Arbor, MI

4.6. Security

The Contractor must explain any additional security measures in place to ensure the security of State facilities. The State may require the Contractor's personnel to wear State issued identification badges.

The Contractor's staff may be required to make deliveries to or enter State facilities. The Contractor must: (a) explain how it intends to ensure the security of State facilities, (b) whether it uses uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks.

5. Project Management

5.1. Project Plan

The Contractor will carry out this project under the direction and control of the Department of Treasury. Within 10 calendar days of the Effective Date, the Contractor must submit a proposed project plan to Treasury for approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, timeline, and resources required.

5.2. Meetings

The Contractor must attend the following meetings:

- A. Status update meetings with Treasury– not less than weekly, or as mutually agreed upon.
- B. Workgroup Sub-Committee Meetings – as mutually agreed upon.
- C. Workgroup Committee Meetings – monthly while facilitating Workgroup.

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

5.3. Reporting

The Contractor must submit to the Program Manager, via email, the following written reports:

- A. Report of Findings of Internal Assessment – April 1, 2023
- B. Report of Findings of External Assessment – June 15, 2023

C. Initial Draft Report – July 30, 2023

D. Final Report – September 1, 2023

6. Pricing

6.1. Price Term

Pricing is firm for the entire length of the engagement related to this SOW. Contractor pricing must not exceed rates provided in Schedule B of the master contract.

7. Ordering

7.1. Authorizing Document

See master contract Schedule A - SOW section 7.1 for details.

8. Invoice and Payment

8.1. Invoice Requirements

Invoices must be submitted no later than 30 calendar days after the completion of each project phase, identified in Section 2.1. All invoices submitted to the State must include: (a) date; (b) Delivery Order number; (c) hours; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) vendor-generated invoice number; and (h) total price. *Overtime, holiday pay, and travel expenses will **not** be paid.*

8.2. Payment Methods

See master contract Schedule A - SOW section 8.2 for details.

9. Liquidated Damages

See master contract Schedule A - SOW section 9. for details.

10. Service-Level Agreements (SLA)

- A. The Contractor will be held accountable to meet the requirements and the SLAs established in this SOW.
- B. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.
- C. Should bidders require clarification or have any questions with regard to the SLAs, they should submit them during the Question and Answer Period of this solicitation; please see the Proposal Instructions for the timeline.

SLAs for this SOW will be as follows:

SLA Metric 1. Timely Deliveries	
Credit Due for Failing to Meet the SLA.	<ol style="list-style-type: none"> 1. \$100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year. 2. \$500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year. <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p>

	At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State must be completed within 10 days of notice of assessment.
--	--

SCHEDULE B PRICING

.0Financial Accounting, Integrity Oversight Monitoring or Auditing Service by Workgroup and Strategic Planning Facilitation Related to Long-Term Information Technology Strategies

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

Phases	Proposed Hours	Price Per Hour (Flat Fee)	Phase Price
Phase 1: Program Development & Implementation Plan	100	N/A	\$4,794.00
Phase 2: Internal Assessment	275	N/A	\$13,265.00
Phase 3: External Assessment	350	N/A	\$16,779.00
Phase 4: Initial Draft Report	100	N/A	\$4,794.00
Phase 5: Final Report	50	N/A	\$2,397.00
Total Price:			\$42,029.00

2. NOTES:

- A. As a reminder, *overtime, holiday pay, and travel expenses will **not** be paid.*
- B. Provide the hourly rate (not-to-exceed) for each staff level and all applicable personnel assigned to this SOW for the proposed services in the table below (add rows as necessary). For example, indicate positions at Senior Manager, Director, Manager, etc. Senior levels, entry level staff, as well as Specialty Services (e.g., Cyber engineer, Subject Matter Expert, etc.).
- C. Hourly Rates must not exceed rates provided in Schedule B of the master contract.

Position	Hourly Rate (Not to Exceed)
Associate/Managing Director; Certified Decision Coach	\$63.75
Senior Project Manager; Certified Decision Coach	\$45.93
Project Manager; Certified Decision Coach	\$34.13



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

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **220000001023**

CONTRACTOR	THE REGENTS OF THE UNIVERSITY OF MICHIGAN
	3003 S. State Street
	Ann Arbor, MI 48109-1274
	Reynaldo Martell
	734-647- 9099
	martellr@umich.edu
	CV0048260

STATE	Program Manager	Jessica Thomas	TREA
		517-335-1215	
		Thomasj45@michigan.gov	
	Contract Administrator	Jordana Sager	DTMB
		(517) 896-1903	
		sagerj2@michigan.gov	

CONTRACT SUMMARY				
CONSULTANT SERVICES FOR SCHOOLS AND LOCAL UNITS OF GOVERNMENT – PREQUALIFIED CONTRACT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
June 1, 2022	May 31, 2025	2 - 1 Year	May 31, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$20,000.00	\$0.00	\$20,000.00		
DESCRIPTION				
Effective 02/02/2023, the Contract Administrator has been changed to Jordana Sager:				
Jordana Sager SagerJ2@michigan.gov 517-896-1903				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				



STATE OF MICHIGAN PROCUREMENT
 Department of Technology, Management & Budget
 320 S. Walnut St., Lansing, Michigan 48909
 PO Box 30026, Lansing Michigan 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **220000001023**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Regents of the University of Michigan
	3003 S. State Street
	Ann Arbor, MI 48109-1274
	Reynaldo Martell
	734-647- 9099
	martellr@umich.edu
	CV0048260

STATE	Program Manager	Jessica Thomas	Treasury
		517-335-1215	
		Thomasj45@michigan.gov	
	Contract Administrator	Courtney Powell	DTMB
		517-249-0452	
		Powellc11@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Consultant Services for Schools and Local Units of Government – Prequalified Contract			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 1, 2022	May 31, 2025	2 – 1 Year	N/A
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: This Contract agreement is awarded on the basis of the State's inquiry bearing solicitation number 220000000841. Orders for delivery will be issued directly by the Department through a Delivery Order (DO).			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$20,000.00

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Regents of the University of Michigan (“**Contractor**”). This Contract is effective on June 1, 2022 (“**Effective Date**”), and unless terminated, expires on May 31, 2025.

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

The parties agree as follows:

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

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

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

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

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if

sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Courtney Powell 525 W Allegan St Lansing, MI 48933 powellc11@michigan.gov 517-249-0452	Reynaldo Martell 3003 S. State St, 1st Floor Ann Arbor, MI 48109-1274 martellr@umich.edu 734-647-9099

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

State:	Contractor:
Courtney Powell 525 W Allegan St Lansing, MI 48933 powellc11@michigan.gov 517-249-0452	Reynaldo Martell 3003 S. State St, 1st Floor Ann Arbor, MI 48109-1274 martellr@umich.edu 734-647-9099

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

State:	Contractor:
Jessica Thomas 430 W Allegan St Lansing MI 48933 Thomasj45@michigan.gov 517-335-1215	Reynaldo Martell 3003 S. State St, 1st Floor Ann Arbor, MI 48109-1274 martellr@umich.edu 734-647-9099

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

Insurance Requirements. University represents that University has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by University. University has no liability insurance policy as such that can extend protection to any other person. Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits:	

Required Limits	Additional Requirements
\$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$3,000,000 Annual Aggregate	

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

to the Contract Effective Date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

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

6. **Extended Purchasing Program.** This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract. This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

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

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

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

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

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

8. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
9. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
10. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
11. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
12. **Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger

effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

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

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

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

15. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.
16. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed

abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

17. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
18. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

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

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

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 delivery 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 24, Termination for Convenience.

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

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 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
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. **Infringement Remedies.** Each Party is responsible for their own negligence, acts or omissions. 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.
24. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
25. **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.
26. **Reserved.**

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. **Extraction of State Data.** Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. **Backup and Recovery of State Data.** Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.

- e. **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; (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. The parties agree that any damages relating to a breach of this **Section 31**

are to be considered direct damages and not consequential damages. This section survives termination or expiration of this Contract.

- f. **State's Governance, Risk and Compliance (GRC) platform.** Contractor is required to assist the State with its security accreditation process through the development, completion and ongoing updating of a system security plan using the State's automated GRC platform and implement any required safeguards or remediate any security vulnerabilities as identified by the results of the security accreditation process.

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.

- 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.
- c. **Right of Audit by the State.** Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. **Audit Findings.** Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. **State's Right to Termination for Deficiencies.** The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

30. **Reserved.**

31. **Reserved.**

32. **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.

33. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
34. **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.

35. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
36. **Reserved.**
37. **Reserved.**
38. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
39. **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.
40. **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.
41. **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.
42. **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.
43. **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.

44. **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.
45. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
46. **Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Pricing
EXHIBIT 1	SECURITY REQUIREMENTS VERSION 6.1

47. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF

THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

48. **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.
49. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
50. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, and confidentiality, will survive the expiration or termination of this Contract.
51. **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.

EXHIBIT 1 – SECURITY REQUIREMENTS

VERSION 6.1

On award of the Contract, the Contractor must comply with State and Federal statutory and regulatory requirements and rules; National Institute of Standards and Technology (NIST) publications; Control Objectives for Information and Related Technology (COBIT); all other industry specific standards; national security best practices and all requirements herein.

The Contractor must perform annual testing of all security control requirements to determine if they are working as intended. If requested by the PM, annual certification must be provided, in writing, to the Program Manager (PM) or designee, in the form of a SOC 1, Type 2, or similar independent report.

The Contractor must make the Department of Treasury (Treasury) aware when utilizing any cloud-based solution. Treasury must approve the use of any cloud-based solution and the solution must be FISMA compliant and FedRAMP certified, with enabled continuous monitoring.

A. Governing Security Standards and Publications

The Department of Treasury's information is an asset that must be protected from unauthorized disclosure, modification, use, or destruction. Prudent steps must be taken to ensure that its integrity, confidentiality, and availability are not compromised.

The Contractor must collect, process, store, and transmit Department of Treasury personal, confidential or sensitive data in accordance with the contractual agreement, State of Michigan policies, standards, and procedures (PSPs), and the laws of the State of Michigan and the United States, including, but not limited to the following:

1. The Michigan Identity Theft Protection Act, MCL 445.61 et seq;
2. The Michigan Social Security Number Privacy Act, MCL 445.82 et seq.
3. Family Educational Rights and Privacy Act
4. National Institute of Standards and Technology 800-53 (most current version)
5. State of Michigan: The Contractor must comply with the State of Michigan information technology PSPs
6. If the data consists of Federal Tax Information (FTI), the Contractor agrees to comply with the requirements identified in IRS Publication 1075's Exhibit 7, Safeguarding Contract Language.
7. Treasury PSPs

B. Security Accreditation Process

The Contractor must develop, document, and implement a security plan that provides detailed security controls implemented within the information system. If a security plan does not exist, the Contractor shall provide a description of the security controls planned for implementation. The security plan must be reviewed annually, or when there is a significant change, and revised to address system/organizational changes or problems.

The Contractor must conduct assessments of risks and identify the damage that could result from unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the Department of Treasury. Security controls should be implemented based on the potential risks. The Contractor must ensure that reassessments occur whenever there are significant modifications to the information system and that risk assessments are reviewed annually and updated as necessary.

Each Treasury business owner is responsible for completing a Data Classification Declaration (Form DTMB-3544). Data classification is a process that prioritizes the risk level or resources. Data classification identifies and categorizes the business area's information and information system based on the data's sensitivity, criticality, and risk.

C. Data Security

The Contractor has the responsibility to protect the confidentiality, integrity, and availability of Department of Treasury data that is generated, accessed, modified, transmitted, stored, disposed, or used by the system, irrespective of the medium on which the data resides and regardless of format (such as in electronic, and non-electronic format).

The Contractor must ensure compliance with Treasury and State of Michigan PSPs when processing, transmitting or storing confidential or sensitive data on a Treasury-owned application, system or database on Treasury's behalf.

The use of live FTI and production data, in test environments, should generally be avoided and is not authorized unless specifically approved by Treasury's Office of Privacy and Security. Requests will be evaluated on an individual basis.

D. System Auditing

The Contractor must (i) create, protect, and retain information system audit log records to the extent needed to enable the monitoring, analysis, investigation,

and reporting of unlawful, unauthorized, or inappropriate information system activity, and (ii) ensure that the actions of individual information system users can be uniquely traced to those users so they can be held accountable for their actions.

The Contractor must observe the following guidelines regarding system auditing:

1. Audit record should contain the following:
 - a. date and time of the event
 - b. subject identity
 - c. type of event
 - d. source of event (how data changed)
 - e. where the event occurred
 - f. outcome of the event.
2. System alerts if audit log generation fails
3. System protects audit information from unauthorized access
4. Audit record should be reviewed by individuals with a “need to know” on a regular basis
5. Audit logs must be retained either for five years plus current year or in accordance with the applicable Records Retention and Disposal Schedule, whichever is longer.

E. Incident Reporting

1. The Contractor must immediately notify the Program Manager of any security incidents and/or breaches; see **Exhibit 2**, Form 4621, *What is an Incident?* (brochure).
2. The Contractor must have a documented and implemented Incident Response Policy and Procedure.
3. In the event a security incident occurs, the Contractor must complete Form 4000* and submit it to the Department of Treasury, Office of Privacy and Security.

Note: *Another form may be substituted for Form 4000 if all pertinent information is included.

4. The Contractor must have an incident response resource identified to assist users in handling and reporting incidents.

5. Personnel is trained, at least annually, in their incident response roles and responsibilities.

F. Physical and Environmental Security

The Contractor must have established physical and environmental security controls to protect systems, the related supporting infrastructure and facilities, against threats associated with their physical environment.

1. The Contractor must have established environmental protection, for magnetic and other media, from fire, temperature, liquids, magnetism, smoke, and dust.
2. The Contractor must control all physical access points to facilities containing information systems (except those areas within the facilities officially designated as publicly accessible), review physical security logs periodically, investigate security violations or suspicious physical access activities, and initiate remedial actions.
3. The Contractor must periodically review the established physical and environmental security controls to ensure that they are working as intended.

G. Disaster Recovery and Business Continuity Plan

The Contractor must have developed, periodically update, and regularly test disaster recovery and business continuity plans designed to ensure the availability of Department of Treasury's data in the event of an adverse impact to the Contractor's information systems due to a natural or man-made emergency or disaster event.

H. Security Awareness Training

The Contractor must ensure their staff having access to Treasury information are made aware of the security risks associated with their activities and of applicable laws, policies, and procedures related to security identified in Section A of this document and ensuring that personnel are trained to carry out their assigned information security related duties.

Contracted employees must obtain Department of Treasury-provided security awareness training. (On-line training to be identified by the Program Manager).

Exhibit 2

Form 4621, What is an Incident? (Brochure)

Michigan Department of Treasury
4621 (Rev. 04-18)

What is an Incident? What is a Security Breach?

What is an Incident?

An incident is any event threatening some aspects of physical or financial security, when financial resources or items valued at \$100 or more are missing or misused, any event violating confidentiality or privacy of information, where data is manipulated or missing, or any event involving unauthorized or unlawful activity.

Examples of Incidents:

- Missing computer equipment containing non-personal information
- Missing briefcase that contains non-personal information.

Examples of Material Incidents:

- Missing laptop computer, other mobile device, or paper records that do not contain Treasury personal information but do contain confidential or sensitive information
- Missing check stock.

What makes an incident a Security Breach?

An incident becomes a security breach when an unauthorized person gains access to or acquires:

1. Unencrypted or unredacted (data not altered or truncated) personal information, or
2. The encryption key to an area storing personal information.

Beware: If personal information is discovered during the investigative process, an incident will become a potential security breach.

Examples of a Potential/Actual Security Breach:

- Missing laptop computer, other mobile device, or portable media that contains Treasury personal information
- Missing paper records that contain personal information
- Accessing personal information when there is no business need for it
- Using another individual's User ID and Password to access personal information
- Stealing Treasury records that include personal information
- Hacking into records containing Treasury personal information
- Obtaining Treasury personal information from employees without proper authorization to access the information
- Unauthorized and unescorted persons entering secure areas that house personal information
- Theft of a server.

What is Personal Information?

The Identify Theft Protection Act, Public Act 452 of 2004, as amended, defines personal information as information containing the first name or initial of the first name and the last name **along with** one of the following:

1. Social Security number
2. Driver's License number or State Personal Identification card number
3. Account number; Credit or Debit Card number **in combination with** any required security code, access code or password that would permit access to a person's financial account.

Personal information may be in written or printed form or may reside electronically on devices or media such as mainframes, servers, personal computers (desktops and laptops), CDs, DVDs,

tapes, flash drives, memory sticks, USB keys, microfiche, PDAs, cell phones, or may exist on other state-of-the-art devices that have been or may be developed.

What should I do if my laptop is missing or if an incident is suspected?

Employee must:

1. File a report with local police immediately if asset valued at \$100 or more is missing.
2. Notify immediate supervisor no later than beginning of the next business day.
3. Complete Parts 1 and 2 of Form 4000, *Incident Report* (available on Treasury's Intranet).
4. Forward the Incident Report (with attached police report, if applicable) to immediate supervisor and a copy to the Department of Treasury, Office of Privacy and Security.

Management Staff must:

1. Report the incident immediately through the chain of command to the Treasury Division/Office Administrator and the Office of Privacy and Security. If personal information is involved, follow the guidelines for Security Breach.

Exception: If another state agency/governmental entity, report incident to Treasury Disclosure Officer, Office of Privacy and Security. If contractor or vendor, report incident to Program Manager and the Office of Privacy and Security.

2. The Administrator must notify the Bureau Director if it is a material incident or involves non-Treasury information.
3. The Bureau Director must notify the other entity immediately.
4. The Office Administrator/Bureau Director must inform the Department of Technology, Management and Budget (DTMB) Agency Services (Treasury) Director immediately if incident involves information technology resources.
5. Notify other Treasury divisions/offices that may be affected or should be involved with investigation.
6. The Disclosure Officer must notify the IRS Office of Safeguards if federal tax information is involved.
7. Investigate and resolve the incident.
8. Finalize Form 4000* and submit it to the Department of Treasury, Office of Privacy and Security.

*Another entity may substitute its internal form for Form 4000 if all pertinent information is included.

What should I do if I witness, discover, or am informed of a potential security breach?

Employee must:

1. Report the security breach immediately (no later than beginning of the next business day) to immediate supervisor.
2. Complete Parts 1 and 2 of Form 4000.
3. Forward Form 4000 (with attached police report if applicable) to immediate supervisor and a copy to the Department of Treasury, Office of Privacy and Security.
4. Office of Privacy and Security contacts Michigan Cyber Security (MCS) within 24 hours, if the suspected breach involves electronic data.

Management Staff must:

1. If the breach is ongoing, **CONTAIN IT**.
2. Report the potential breach immediately, through the chain of command, to the Bureau Director or Deputy Treasurer, whichever is applicable.
3. The Bureau Director or the Deputy Treasurer, whichever is applicable, must notify the Chief Deputy Treasurer/Treasurer immediately if a breach involves a database of personal information.
4. The Bureau Director must notify the other entity if the potential breach involves non-Treasury information.
5. The Office Administrator/Bureau Director must inform the DTMB Agency Services (Treasury) Director right away if incident involves information technology resources and personal information.
6. The Disclosure Officer must notify the IRS Office of Safeguards if federal tax information is involved.
7. Convene appropriate personnel, so the scope of the breach can be determined, and a plan for appropriate action can be agreed upon.

Note: If a database of personal information is involved, the Chief Deputy Treasurer/Treasurer must approve the Plan of Action.

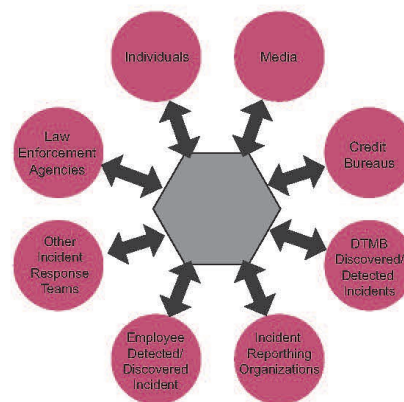
8. If appropriate, issue breach notifications by telephone, in writing, on the Web or by e-mail.
9. Notify the three major credit bureaus of the breach if more than 1,000 residents of the State of Michigan will receive or have received breach notifications.
10. Finalize Form 4000* and submit it to the Department of Treasury, Office of Privacy and Security.
11. Office of Privacy and Security contacts the Social Security Administration (SSA), if the data involves SSA provided personally identifiable information (PII).

*Another entity may substitute its internal form for Form 4000 if all pertinent information is included.

Treasury must protect personal information against risks such as unauthorized access, modification or loss with reasonable security safeguards. Some safeguards are:

- Do not store confidential, personal, or sensitive Treasury information on mobile devices or portable media (including laptops, notebooks, memory sticks, CDs, DVDs, floppies) unencrypted. ENCRYPT files or the full disk. (Refer to DTMB Standard 1340.00.110.03, Storage of Sensitive Information on Mobile Devices and Portable Media; also refer to Treasury Policy ET-03169 Data Security).
- Avoid sending or receiving unencrypted confidential, personal, or sensitive information via e-mail.
- Avoid sending confidential, personal, or sensitive information via fax.
- Secure confidential, personal, or sensitive papers on the fax, printer, or copy machines.
- Keep conversations at a volume level and/or in a location that will protect information.
- Back-up data on a regular basis; make sure data files from an approved portable device are stored on the network server.
- Store data on a "need to know" basis.

- Shred documents with confidential, personal, or sensitive information (see Treasury Policy ET-03115 Confidential Information, Handle and Discard).
- Have computers and hard drives properly wiped or overwritten when discarding or transferring (see DTMB Procedure 1340.00.110.04, Secure Disposal of Installed and Removable Digital Media and Treasury Policy ET-03169).
- Use a log-in password that complies with DTMB's 1340.00.080.01 Identification and Authentication Standard.
- Never set any log-in dialog box to remember your password (see Treasury Policy ET-03175 Passwords).
- Use a password-protected screen saver that comes on after a few minutes of inactivity. Initiate screen lock system (if a Treasury employee, press the key with Microsoft Windows logo and "L" on the keyboard) when you leave your office, even for a short period.
- Limit access to confidential, personal, or sensitive information to those who need to use it to perform their job duties (see DTMB Policy 1340.00.020.01, Information Technology Access Control, and Treasury Policy ET-03164 Access Control).



For additional information, see the following guidelines in the Security Guide:

ET-03180, Incident Reporting
 BT-03084, Security Breach Involving Personal Information
 PT-03253, Incident Reporting and Handling
 CT-03070, Incident/Security Breach Examples
 DTMB Operating Procedure, How to Handle a Breach of Personal Identifiable / Sensitive Information Incidents

Other References:

BT-03049, Employee Conduct, General Guidelines
 ET-03140 Workplace Safety
 PT-03246, Potential Dangerous Taxpayer/Debtor, Report
 PT-03095, Theft or Irregularities in Public Funds/Property or Violations of Departmental Policies and Procedures, Report and Investigate

Contact Information:

If questions, please contact Office/Division/Bureau Security Liaison or the Office of Privacy and Security at 517 636-4081.

Incident Report

INSTRUCTIONS: Complete Parts 1 and 2 and immediately submit Initial Report to the Office of Privacy and Security. After incident resolution, submit Final Report (Parts 1, 2 and 3) to the Office of Privacy and Security. Refer to Procedure PT-03253, Incident Reporting and Handling.

PART 1: A. CONTACT INFORMATION (Reporting Entity)			
Full Name (Last, First, Middle Initial)		Division/Office	
Telephone Number	Fax Number	E-Mail Address	
B. CONTACT INFORMATION (Affected Entity)			
Full Name (Last, First, Middle Initial)		Division/Office	
Telephone Number	Fax Number	E-Mail Address	
PART 2: INCIDENT INFORMATION			
Whose Information was Involved in the Incident?			
<input type="checkbox"/> Treasury <input type="checkbox"/> Federal Tax Information <input type="checkbox"/> Other State Agency, specify _____ <input type="checkbox"/> Other _____			
Incident Category (select all that apply)			
<input type="checkbox"/> Passwords Shared/Stolen	<input type="checkbox"/> Computer Virus/Spam	<input type="checkbox"/> Paper Archives Compromised	
<input type="checkbox"/> Misrouted Communications	<input type="checkbox"/> Data Destruction/Deletion	<input type="checkbox"/> Safe/Lockbox/other Compromise	
<input type="checkbox"/> Unauthorized Access	<input type="checkbox"/> Backups Missing or Stolen	<input type="checkbox"/> Delivery of Documents Lost	
<input type="checkbox"/> Fraudulent Actions	<input type="checkbox"/> Hacking of Networks/Systems	<input type="checkbox"/> Inappropriate Destruction Paper	
<input type="checkbox"/> Lost/Stolen Information/Data	<input type="checkbox"/> Improperly Secured Sys/Web	<input type="checkbox"/> Inappropriate Destruction Media	
<input type="checkbox"/> Lost/Stolen Cash/Checks	<input type="checkbox"/> Circumvention of Security Protocols	<input type="checkbox"/> Lost/Stolen Equipment	
<input type="checkbox"/> Inappropriate Building Access	<input type="checkbox"/> _____	<input type="checkbox"/> _____	
Incident Affects			
<input type="checkbox"/> Financial Information/Resources	<input type="checkbox"/> Personal Information (SSN, Driver License No. Financial Information)	<input type="checkbox"/> Unauthorized/Unlawful Activity	
<input type="checkbox"/> Confidential/Sensitive Information	<input type="checkbox"/> Human Resources (threat)	<input type="checkbox"/> Other _____	
Date Incident Occurred	Time Incident Occurred	Date Incident Discovered	Time Incident Discovered
Incident Location		Number of Individuals Affected	
Involved Parties/Entities		Does this involve personal information (first and last name along with a SSN, driver license number, or credit/debit card account number)?	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Date of Initial Report			
Description of Incident			

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Contract No. 220000001023

Capital Improvement Plans / Architectural Services, School Financial Advisory Services - Operational, Academic Advisory Services, Project Consultants, Engineering, Planning Services, Administration/Management, Grant Administration, Pension/OPEB Analysis for School Districts and Local Units of Government

BACKGROUND

The Michigan Department of Treasury (Treasury) is seeking to engage education and municipal consultants that specialize in providing services to school districts and governments in the State of Michigan for the long-term fiscal health and stability of our state. This is a prequalification program allowing State agencies and MiDEAL members to contract for education and municipal consulting services on a fast-track, as-needed basis.

Contractor will provide direct services to school districts and municipalities or the Department of Treasury as needed.

SCOPE

The Bureau of Local Governments and School Services is seeking to provide technical and administrative support for improvements in financial management in local governments and school districts in Michigan pursuant to legislation. Contractors may be asked to provide municipal and educational consulting services. Services may include, but are not limited to, the following:

1. General Requirements

A. Municipal Advisory Services

- a. Project Coordination (e.g., strategic planning, regional coordination, project applications and management, grant management and reporting, formulating long-term plans for communities to adjust to changing demographics and economic activity, engaging in community input for projects, and addressing needs in large scale disruption caused by facility closures.)
- b. Reviews would include showing trends, risks, options for changes, and estimated cost and savings changes.

2. Acceptance

2.1. Acceptance and Final Acceptance

Acceptance and Final Acceptance will be specified per the individual project Statements of Work and detailed in the respective change notices.

3. Staffing

3.1. Contractor Representative

The Contractor must appoint an individual specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative.

Contract Representative:

Ashlee Breitner, EGI Associate Director

3.2. Work Hours

The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. EST and possible night and weekend hours depending on the requirements of the project.

3.3. Key Personnel- Contract

1. The Contractor must appoint one individual who will be directly responsible for the overall operation of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.
 - a. Name and title of staff that will be designated as Key Personnel.
 - b. Key Personnel years of experience in the current classification.
 - c. Identify which of the required key personnel positions they are fulfilling.
 - d. Key Personnel's roles and responsibilities, as they relate to this RFP, if the Contractor is successful in being awarded the Contract. Descriptions of roles should be functional and not just by title.
 - e. Identify if each Key Personnel is a direct, subcontract, or contract employee.
 - f. Identify if each Key Personnel staff member is employed full-time (FT), part-time (PT) or temporary (T), including consultants used for the purpose of providing information for the proposal.
 - g. List each Key Personnel staff member's length of employment or affiliation with the Contractor's organization.
 - h. Identify each Key Personnel's percentage of work time devoted to this Contract.

- i. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.
 - j. The Contractor must provide detailed, chronological resumes of all proposed Key Personnel, including a description of their work experience relevant to their purposed role as it relates to the SOW.
 - k. Qualifications will be measured by education and experience with particular reference to experience on projects similar to that described in the SOW.
- 2. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.
- 3. Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under the **Termination for Cause** section of the Standard Contract Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of no Unauthorized Removal in respect of which the State does not elect to exercise its rights under

Termination for Cause, the State will issue to the Contractor the corresponding bonus set forth below (each, an “Unauthorized Removal bonus”):

4. In the absence of an Unauthorized Removal of any Key Personnel designated in an applicable Statement of Work, the credit amount will be \$5,00.00 will be granted to the Contractor. To qualify for this bonus in the event of an authorized removal, the Contractor must secure replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30-calendar days before the Key Personnel’s removal or secure waiver of the period of shadowing..
5. Reserved.
6. Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State’s option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

1. Name	2. Role(s) / Responsibilities	3. Direct / Subcontract/ Contract	4. % of Work Time	5. Physical Location
Ashlee Breitner	Managing Director; Certified Decision Coach; Key Personnel - Contracts	Direct	10% FT	Ann Arbor, MI

3.4. Key Personnel – Statement of Work

1. With each individual statement of work, the Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés. For purposes of this RFP, Contractor shall provide proposed Key Personnel information based on anticipated activities.
 - a. Name and title of staff that will be designated as Key Personnel.

- b. Key Personnel years of experience in the current classification.
 - c. Identify which of the required key personnel positions they are fulfilling.
 - d. Key Personnel's roles and responsibilities, as they relate to this RFP, if the Contractor is successful in being awarded the Contract. Descriptions of roles should be functional and not just by title.
 - e. Identify if each Key Personnel is a direct, subcontract, or contract employee.
 - f. Identify if each Key Personnel staff member is employed full-time (FT), part-time (PT) or temporary (T), including consultants used for the purpose of providing information for the proposal.
 - g. List each Key Personnel staff member's length of employment or affiliation with the Contractor's organization.
 - h. Identify each Key Personnel's percentage of work time devoted to this Contract.
 - i. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.
 - j. The Contractor must provide detailed, chronological resumes of all proposed Key Personnel, including a description of their work experience relevant to their purposed role as it relates to the SOW.
 - k. Qualifications will be measured by education and experience with particular reference to experience on projects similar to that described in the SOW.
2. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

3. Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under the **Termination for Cause** section of the Standard Contract Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):
4. Reserved.
5. Reserved.
6. Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

1. Name	2. Role(s) / Responsibilities	3. Direct / Subcontract/ Contract	4. % of Work Time	5. Physical Location
Ashlee Breitner	Managing Director; Certified Decision Coach	Direct	10% FT	Ann Arbor, MI
Carmen Wells Quigg	Senior Project Manager; Certified Decision Coach	Direct	50% FT	Ann Arbor, MI
Mary Hannaford	Project Manager; Certified Decision Coach	Direct	50% FT	Ann Arbor, MI
Kevin Ruczinski	Senior Project Manager; Certified Decision Coach	Direct	10% FT	Ann Arbor, MI

3.5. Organizational Chart

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

Contractor's Organization Chart:

3.6. Disclosure of Subcontractors

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

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

3.7. Security

The Contractor will be subject to the following security procedures:

Background Checks

- a. Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment as per requirements listed in Section 380.1230g in PA 451 of 1976 as amended. Documentation must be provided upon request to the State. Contractor is responsible for all costs associated with the processing of the background checks.
- b. The State reserves the right to request additional background checks at the discretion of state agencies or branches of state government as outlined in the Standard Contract Terms document.
- c. The Contract is contingent upon the Contractor's ability to supply workers capable of passing a criminal background check.
- d. The Contractor shall ensure background checks and drug testing requirements of sub-contractor employees are conducted as if the workers were the Contractor's employees when engaged in State projects.
- e. The Contractor must follow any and all additional safety and/or security procedures as dictated by the State or school district involved with any SOW.

4. Project Management

4.1. Project Plan

- A. Unless otherwise specified in the SOW, within five business day of the award of any SOW, the Contractor must submit, for final approval, a detailed project plan to the Program Manager. The final Project Plan must be in agreement with the Contractor's SOW proposal and accepted by the State. Detailed requirements will be outlined in the SOW but should identify items such as the required personnel; project management process; project breakdown identifying sub-projects, tasks, and resources required; expected frequency and mechanisms for updates/progress reviews; process for addressing issues/changes; and individuals responsible for receiving/reacting to the requested information, and the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated as outlined in the Contract. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.

4.2. Meetings

The State may request meetings, as it deems and as determined by individual SOWs. The Contractor shall make every effort to accommodate such meeting requests.

4.3. Reporting

The Contractor must submit, to the Program Manager, written reports as specified in the SOW. The Contractor must explain its reporting capabilities:

5. Pricing

5.1. Price Term

Pricing is firm for the entire length of the Contract.

5.2. Price Changes

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

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

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

6. Ordering

6.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Delivery Order (DO) issued through the State of Michigan SIGMA system.

7. Invoice and Payment

7.1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) vendor-generated invoice number; and (h) total price. Overtime, holiday pay, and travel expenses will not be paid.

7.2. Payment Methods

The State will make payment for Contract Activities will be made via Electronic Funds Transfer (EFT).

8. Transition

End of Contract Data Conversion Responsibility: At the expiration or termination of this Contract, the Contractor must work with the State to ensure the transitional and operational continuity of the services under this Contract. The Contractor agrees to assist the State for a reasonable period of time that in no event will exceed 90 days after the expiration or termination date of this Contract and to assign key personnel as needed to assist in the transition.

9. Early and On Time Completion

Late or improper completion of the Contract Activities may cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State offers the Contractor the following incentive for early or on time completion of the deliverables. When there is early completion of the Contract Activities the Contractor is entitled to collect a bonus payment in the amount of \$500 and an additional \$10 per day for each day Contractor is earlier than the agreed upon due date for proper completion of the Work in Schedule A and SOW requirements.

SCHEDULE B - PRICING

Contract No. 220000001023

Capital Improvement Plans, Architectural Services, School Financial Advisory Services - Operational, Academic Advisory Services and Project Consultant Services for Schools and Local Units of Government

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

Pricing Table		
Staff Member Position Title <i>As identified in Schedule A – Section 3 - Staffing</i>	Staff Member Resource Name	Base Years Hourly Rate <i>List the Not to Exceed Hourly Rate</i>
A. Ashlee Breitner	Strategic Planning/Decision Coaching Services	\$63.75
B. Carmen Wells Quigg	Strategic Planning/Decision Coaching Services	\$44.23
C. Mary Hannaford	Strategic Planning/Decision Coaching Services	\$34.13
D. Kevin Ruczinski	Strategic Planning/Decision Coaching Services	\$45.93