



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 230000000095

CONTRACTOR	INTERNATIONAL CONSULTING ACQUISITION CORP
	2187 Atlantic Street
	Stamford, CT 06902
	John Zobel
	612-868-1039
	john.zobel@isg-one.com
	CV0008631

STATE	Program Manager	Stacey Nieto	DTMB
		517-643-5180	
		Nietos2@Michigan.gov	
	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

PREQUALIFIED INFORMATION TECHNOLOGY (IT) RESEARCH & ADVISORY SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
November 16, 2022	November 15, 2027	2 - 1 Year	November 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$35,000.00	\$0.00	\$35,000.00		

DESCRIPTION

Effective 10/23/2023, the State's Program Manager has been changed to Stacey Nieto, Nietos2@michigan.gov, 517-643-5180.
 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 1
 to
 Contract Number 230000000095

CONTRACTOR	INTERNATIONAL CONSULTING ACQUISITION CORP
	2187 Atlantic Street
	Stamford, CT 06902
	John Zobel
	612-868-1039
	john.zobel@isg-one.com
	CV0008631

STATE	Program Manager	Mary McGinnis	DTMB
		517-881-7125	
		McGinnism2@Michigan.gov	
	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

PREQUALIFIED INFORMATION TECHNOLOGY (IT) RESEARCH & ADVISORY SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
November 16, 2022	November 15, 2027	2 - 1 Year	November 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$0.00	\$35,000.00	\$35,000.00

DESCRIPTION

Effective March 28, 2023, this Contract has been amended as follows:

- This Contract has been increased by \$35,000.00 per the attached SOW.
- The attached SOW is hereby incorporated into this Contract for 50 Single State Agency annual licenses for DTMB research and advisory services for the period of 4/1/2023-3/31/2024.

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

ISG Research Subscription Agreement

This ISG Research Subscription Agreement (“Agreement”) is entered into and effective as of **April 1, 2023** (the “Effective Date”) by and between **International Consulting Acquisition Corp. d/b/a ISG Public Sector**, an affiliate of Information Services Group, Inc., and **State of Michigan** (“Client”) for the subscription services set forth herein (collectively, the “Services”).

ISG provides digital transformation services, including automation, cloud and data analytics; sourcing advisory; managed governance and risk services; network/telecom services; technology strategy and operations design; change management; provider services; market intelligence and technology research and analysis. Client wishes to engage ISG to provide certain of these services as they are specifically identified in this Agreement. In consideration of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Services

ISG Provider Lens™

An ISG Provider Lens subscription includes access to the following reports:

a. **ISG Provider Lens™**

All ISG Provider Lens™ Archetype reports & ISG Provider Lens™ Quadrants studies, research notes and webinars (more than 300 reports per year) plus all previously published research. This includes ISG Provider Profiles.

b. **ISG Provider Lens™ - Analyst calls**

Unlimited 45-minute inquiry calls of our major research studies with an ISG Research Analyst to review and discuss the research findings in detail.

c. **ISG Advisor Calls**

Ten ISG on Demand Inquiry Events into our global team of Advisors/SMEs that fall outside of written content.

ISG Provider Lens™ Subscription

ISG Provider Lens™ Subscription is licensed for use by designated Client employees (“Named User Member”), which provides access to ISG’s research services. Client will provide ISG with the name, email and phone number of the Named User Members in writing prior to the Services Commencement Date. Should designated Named User Members change at any time, Client Contact will notify ISG in writing of the change to ensure continuity.

- a. **ISG Provider Lens™ Subscription:** Within the Term, Client will receive access to all published reports within the ISG Insights™ portal during the term. Named User Members will have access to each study’s report, which will be available on the ISG Research report portal. In addition, each Named User Member will have access to all ISG Provider Lens™ Reports also found on the report portal. Detail regarding ISG Provider Lens™ Subscription is provided below.

Provides in-depth analysis of provider suitability for typical Client needs with decision models (e.g., quadrants, archetypes), frameworks and insightful intelligence of providers' service or technology strengths and weaknesses, and how they are positioned relative to market peers. Client will have access to:

- i. **Quadrant Reports**
 - Each report consists of 6-8 quadrants, specific to an IT or BPO topic or service line
 - Reports are focused specifically on the Australia, Benelux, Brazil, Canada, Europe, France, Germany, Global, Nordics, Singapore & Malaysia, Switzerland, UK, US, and US Public Sector.
 - Public Sector markets
 - Providers are evaluated and positioned, based on a transparent methodology
 - Quadrants plot the provider landscape
 - Leaders are featured with key strengths and weaknesses
 - ii. **Archetype Reports**
 - Each report identifies 4-6 archetypes that represent buyer characteristics and buying requirements for IT or BPO service lines
 - Reports are globally focused
 - "Archetypes" represent ISG advisor perception of customer buying patterns
 - Archetype reports are not prescriptive, nor rank-based
 - Helps align buy-side needs with provider-side capabilities to reduce costs for both
 - iii. **Other Content**
 - ISG regularly publishes additional reports including Briefing Notes that detail analyst briefings and Digital Innovators that review smaller providers.
 - Digital Case Studies
 - ISG event presentations
 - ISG Web site articles
- b. **Research Inquiry:** Client will have access to ISG's analysts to ask questions about each published ISG Insight Research Study to gain additional insights and guidance into what has been published. Client can schedule unlimited 45-minute inquiry events per ISG Provider Lens Archetype Report or Quadrant Report with an ISG research analyst. Inquiries may be initiated and fulfilled via telephone or email as agreed by Client and ISG. ISG provides the ability to invite non-Named User Members to participate on calls. Inquiry responses may be freely shared within the Client organization. ISG commits to a 24-hour initial inquiry response and two to five business days for analyst calls to occur, as schedules permit.

- c. **On Demand Inquiry:** Client will have access to ISG’s advisors on any study Quality and Consistency Review Team (QCRT) to ask questions and gain additional insights and guidance about the research published as well as beyond what has been published in ISG Provider Lens™ research studies. This is limited to subjects where ISG practitioner has subject matter expertise and will also be limited to discussions about current and future market trends. Inquiries are not to be used to educate/brief ISG advisors on their company’s capabilities, to discuss specific opportunities or projects, or to discuss collaborative market opportunities. Inquiries are provided in 45-minute inquiry events (see Subscription Fee). Inquiries must be initiated by a Named User Member and fulfilled via telephone or email as agreed by Client and ISG. ISG provides the ability to invite non-Named User Members to participate on calls. Inquiry responses may be freely shared within the Client organization. ISG commits to a 24-hour initial inquiry response and up to five days for advisor calls to occur, as schedules permit.
- d. Unlimited passes to each ISG Event (in-person or virtual) and/or an ISG Digital Innovation Tour

Use Restrictions:

Client may print or email copies of ISG Provider Lens™ Subscription content for use in the ordinary course of the Client’s internal business. Named User Members must use the entire research deliverable “as is” with no change to the content thereof, not change or delete any proprietary notices, and provide proper source attribution.

ISG Provider Lens™ Subscription is delivered digitally by allowing access to ISG’s research website. If ISG discontinues any form, the ISG Provider Lens™ Subscription content, then ISG may, in its sole discretion, substitute a similar ISG service or refund to Client a pro rata portion of the license fee paid by Client.

This Agreement does not give Client right to use the ISG Provider Lens™ Subscription content externally for any reason.

Term

This Agreement shall be effective as of the Effective Date and shall continue from April 1, 2023 (the “Services Commencement Date”) for a term of twelve (12) months (the “Term”). This Agreement is non-cancellable and prepaid fees are non-refundable. Any Subscription Service Events not used by the end of the Term expire.

Subscription Fee

ISG’s fees for the Services are an annual subscription fee of USD \$ 35,000

Subscription Service Event	Subscription Fee
ISG Provider Lens research subscription – 50 named users	\$35,000
Grand Total	\$ 35,000



STATE OF MICHIGAN PROCUREMENT
 Department of Technology, Management, and Budget
 320 S WALNUT STREET, LANSING, MICHIGAN 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **23000000095**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	International Consulting Acquisition Corp. d/b/a ISG Public Sector
	2187 Atlantic Street
	Stamford, CT 06902
	John Zobel
	612-868-1039
	john.zobel@isg-one.com
	CV0008631

STATE	Program Manager	Mary McGinnis	DTMB
		517-881-7125	
		Mmcginnism2@michigan.gov	
	Contract Administrator	Shannon Romein	DTMB
517-898-8102			
Romeins@michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: Prequalified Information Technology (IT) Research & Advisory Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 16, 2022	November 15, 2027	2, 1-year	November 15, 2027
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 Contract is awarded from RFP #220000002568			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$0.00

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 International Consulting Acquisition Corp. d/b/a ISG Public Sector (“**Contractor**”), a Connecticut Corporation. This Contract is effective on November 16, 2022, and unless terminated, will expire on November 15, 2027.

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

The parties agree as follows:

- Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (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 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) 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; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

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

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

If to State:	If to Contractor:
See Contract Administrator information shown below.	Nathan Frey, Partner 2187 Atlantic Street Stamford, CT 06902

	Nathan.frey@isg-one.com (512) 970-0745
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3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized 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:
Shannon Romein 320 S Walnut Street Lansing, MI 48933 RomeinS@michigan.gov 517-898-8102	Nathan Frey, Partner 2187 Atlantic Street Stamford, CT 06902 Nathan.frey@isg-one.com (512) 970-0745

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:
Mary McGinnis 320 S Walnut Street Lansing, MI 48933 Mmcginnism2@michigan.gov 517-881-7125	John Zobel 2187 Atlantic Street Stamford, CT 06902 john.zobel@isg-one.com (612) 868-1039

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

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

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

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

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

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

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

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

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

9. Relationship of the Parties. The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

10. Intellectual Property Rights. If Schedule A, Statement of Work, requires Contractor to create any Contract Activities specifically for the State, 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. Nothing herein shall change the ownership of the Contractor's pre-existing materials and revisions that may be made to such pre-existing materials for the benefit of its customers in general from time to time. The pre-existing materials shall remain the sole and exclusive property of the Contractor and the State is granted a perpetual, irrevocable, worldwide, royalty free, non-exclusive, non-transferable right to use the pre-existing materials for its governmental purposes.

11. Contract Activities including Software. If Contractor is providing Contract Activities that require the use of Contractor Software, the following terms apply:

- a. License Grant by Contractor:** Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable right and license during the Term and such additional periods, if any, as Contractor is required to provide Contract Activities under this Contract or any Statement of Work, to: (a) access and use the Software, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for processing State Data; (b) generate, print, copy, upload, download, store and otherwise process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Software; (c)

prepare, reproduce, print, download and use a reasonable number of copies of the Documentation for any use of the Software under this Contract; and (d) access and use the Software for all such non-production uses and applications as may be necessary or useful for the effective use of the Contract Activities hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Software, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Software as described below.

- b. License Restrictions on the State.** The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Software available to any third party, except as expressly permitted by this Contract or in any Statement of Work; or (b) use or authorize the use of the Software or Documentation in any manner or for any purpose that is unlawful under applicable law.
- c. Use by the State.** The State will pay Contractor the corresponding Fees set forth in a Statement of Work or Pricing Schedule for all Authorized Users access and use of the Software. Such Fees will be Contractor's sole and exclusive remedy for use of the Software, including any excess use.
- d. Certification by the State to the Contractor, if applicable.** To the extent that a License granted to the State is not unlimited, Contractor may request written certification from the State regarding use of the Software for the sole purpose of verifying compliance with the Contract. Such written certification may occur no more than once in any 24 month period during the Term of the Contract. The State will to respond to any such request within 45 calendar days of receipt. If the State's use is greater than contracted, Contractor may invoice the State for any unlicensed use (and related support) pursuant to the terms of this Contract at the rates set forth in Schedule B, and the unpaid license and support fees shall be payable in accordance with the terms of the Contract. Payment under this provision shall be Contractor's sole and exclusive remedy to cure these issues.
- e. Definitions.**
 - (1) **"Software"** means Contractor's software as set forth in a Statement of Work, provided to the State that is necessary for use of the Contract Activities.
 - (2) **"Documentation"** means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software or Contract Activities.
 - (3) **"Authorized Users"** means all persons authorized by the State to access and use the Software or Contract Activities under this Contract.

- 12. 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.
- 13. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
- 14. 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.
- 15. 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.
- 16. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

17. Ordering. Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.

18. 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 25, 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.

To the extent that Contract Activities includes the provision of a Services through the use of an online portal, as set forth the Schedule A, Statement of Work, Contractor must comply with the Service Level Agreement set forth in Schedule D of this Contract.

19. 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.

20. 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.

21. 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.

22. Invoices and 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 provided as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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.

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

23. Liquidated Damages. Liquidated damages, if applicable, will be assessed as described in Schedule A. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this

Contract for cause under Section 25 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

24. 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.

25. 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 26, 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.

26. Termination for Convenience. The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 27, 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.

27. 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.

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

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

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

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

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

30. Infringement Remedies. If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

31. 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. Neither party shall be liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

Except as provided herein with respect to any indemnity provision, breach of confidentiality, breach of security, death, bodily injury, damage to property, gross negligence, willful misconduct or as otherwise prohibited by applicable law or regulation, the aggregate total liability of the Contractor arising from or related to the engagement of the Contractor, whether in contract, breach of warranty, tort, or otherwise, shall not exceed the maximum amount of fees payable under this Contract.

32. 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 (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

33. State Data.

a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) User Data; and (a) any other data collected, used, processed, stored, or generated as the result of the Contract Activities, including but not limited to: (i) 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 (ii) protected 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.

- 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; (c) keep and maintain State Data in the continental United States or Canada and (d) not use, sell, rent, transfer, distribute, commercially exploit, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. Contractor's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.
- c. Extraction of State Data.** Contractor must, within 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. Discovery.** Contractor will immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data, Software, or the State's use of the Hosted Services, if applicable. Contractor will notify the State Program Managers or their designees by the fastest means available and also in writing. In no event will Contract provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor will not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State and obtaining the State's prior approval of Contractor's proposed responses. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval.
- 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 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 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 24 months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney’s fees associated with such investigation and resolution; (g) without limiting Contractor’s obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys’ fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within 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 33** are to be considered direct damages and not consequential damages.

f. Definitions.

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

additional user input without the inclusion of user derived Information or additional user input.

34. 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.

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

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

35. 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. Contractor must comply with the requirements of the Data Security Schedule, found in Schedule E.
- 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.

36. Reserved

- 37. Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor

must retain and provide to the State or its designee and the auditor general upon request, all 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 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.

38. Representations and Warranties. 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 **25**, Termination for Cause.

EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL SERVICES ARE PROVIDED ON AN “AS IS” BASIS. CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT CONTRACTOR BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE STATE.

- 39. 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.
- 40. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 41. Reserved.**
- 42. Reserved**
- 43. 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.
- 44. 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.
- 45. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
- 46. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 47. 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.

48. 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.

49. 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 the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

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

Document	Description
Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Insurance Requirements
Schedule D	Service Level Agreement for Hybrid Purchases
Schedule E	Data Security Requirements for Hybrid Purchases
Schedule G	Disaster Recovery Plan

51. Entire Agreement and Order of Precedence. This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule E – Data Security Requirements; (c) third, Schedule A – Statement of Work; and (d) fourth, the remaining Exhibits and Schedules

expressly incorporated into this Contract. 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, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

52. Severability. If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

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

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

55. Contract Modification. This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

56. Accessibility Requirements.

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

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

2. comply with plans and timelines approved by the State to achieve conformance in the event of any deficiencies;
3. ensure that no Maintenance Release, New Version, update or patch, when properly installed in accordance with this Contract, will have any adverse effect on the conformance of Contractor's Software to WCAG 2.0 Level AA;
4. promptly respond to and resolve any complaint the State receives regarding accessibility of Contractor's Software;
5. upon the State's written request, provide evidence of compliance with this Section by delivering to the State Contractor's most current PAT for each product provided under the Contract; and
6. participate in the State of Michigan Digital Standards Review described below.

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

c. Warranty. Contractor warrants that all WCAG 2.0 Level AA conformance claims made by Contractor pursuant to this Contract, including all information provided in any PAT Contractor provides to the State, are true and correct. If the State determines such conformance claims provided by the Contractor represent a higher level of conformance than what is actually provided to the State, Contractor will, at its sole cost and expense, promptly remediate its Software to align with Contractor's stated WCAG 2.0 Level AA conformance claims in accordance with plans and timelines that are approved in writing by the State. If Contractor is unable to resolve such issues in a manner acceptable to the State, in addition to all other remedies available to the State, the State may terminate this Contract for cause under **Section 25**.

d. Contractor must, without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may

be suffered by, accrued against, charged to, or recoverable from the State arising out of its failure to comply with the foregoing accessibility standards

- e. Failure to comply with the requirements in this **Section 56** shall constitute a material breach of this Contract.
- f. Definitions.
 - 1. **“PAT”** means a document or product accessibility template, including any Information Technology Industry Council Voluntary Product Accessibility Template or VPAT®, that specifies how information and software products, such as websites, applications, software and associated content, conform to WCAG 2.0 Level AA.
 - 2. **“WCAG 2.0 Level AA”** means level AA of the World Wide Web Consortium Web Content Accessibility Guidelines version 2.0.

SCHEDULE A - STATEMENT OF WORK

BACKGROUND

The State of Michigan's approach towards continuous improvement has become a foundation of daily business in IT operations. Department of Technology, Management and Budget (DTMB) is the example for partnering agencies throughout the State in comprehensive plan in technology which provides risk reduction decision making along with best practices from Information Technology (IT) and governance. A clear vision for the future of state government that emphasizes improved interactions between citizens and their government. This more resident-centric government is about improving the experience of conducting business with state government – whether seeking a business license, requesting vital aid, purchasing a hunting license or paying taxes. The interaction should be seamless and intuitive, while keeping pace with technological gains.

The Information Technology Strategic Plan lays out the high-level roadmap, the goals and objectives to achieve a resident-centric government a reality. The plan's goals were developed by tapping into the knowledge of each agency's business needs and processes, coupled with the IT expertise and ideas from DTMB. Through collaboration and hard work this innovative and ambitious plan will positively impact the lives of every Michigan resident, business and visitor for years to come. Michigan's IT Strategic Plan for 2015-2019-2021-2025, is viewable at: Michigan IT Strategy 2021-2025 http://www.michigan.gov/dtmb/0,5552,7-150-56345_56351---,00.html

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

SCOPE

Fixed Price Deliverables

- Research and Advisory Services
 - Analyst Inquiry Calls
 - Research Materials
 - Web Portal Access
 - Document Review

Second Tier Bid Requests

- Consulting Services
 - This service would be requested on an as needed basis and would be identified in a specific request along with a detailed statement of work, including deliverables to be provided and associated Service Level Agreements. Deliverables may include; market

research, requirements development etc. This segment of the program will utilize the included template.

OUT OF SCOPE

Application development, Hardware, Software maintenance of software or hardware, testing, and other products or services not part of research and advisory services are out of scope of this program. Managing or administering State projects or solicitations is outside the scope of this program.

1. Requirements

1.1. General Requirements

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

Research and Advisory Services

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

A. Analyst Inquiry

DTMB may make unlimited ad hoc inquiries to analysts on issues and subjects of concern to DTMB. Research and advisory is an essential part of the services provided, including comprehensive analysis requests for an expert discussion with an Analyst. Additional deliverables for analyst inquiries include:

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

B. Research Materials

The subscription must be comprehensive and span all aspects of management, planning, governance, and operation of IT resources in the public sector. The following list is inclusive of, but not limited to, State of Michigan:

- Agile Development
- Artificial intelligence and Data Analytics
- Application Development
- Application Development – cloud native
- Application Development – release management
- Application Development – secure coding
- Application Development and Modernization
- Audit compliance issues or findings
- Best Practices
- Big Data
- Biometrics – Understand User Behavior and Associated Technology
- Broadband
- Business Intelligence
- Business Process Management
- Case Studies on various IT subject matter
- Cloud Computing
- Coaching and training
- Consolidation
- Content Management
- Contract Lifecycle Management
- Contract Negotiation
- CRM
- Customer Communications Management
- Customer Experience – Management, Government, Public Sector
- Cybersecurity – Enterprise and Workforce Development
- Cybersecurity and Risk Mitigation
- Data Center Management
- Data Centers
- Data Leaks/Loss Prevention
- Data Science
- Data Management
- Digital Communications
- Digital Transformation
- Digital Workforce
- Disaster Recovery
- e911
- E-Discovery
- E-Government Solutions
- Email
- Enterprise Architecture

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

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

C. Web Access

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

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

D. Document Review

The contractor will be required to review documents provided by the State of Michigan. The Contractor may be required to sign additional disclosure and confidentiality statements to be provided by the state. Documents may include, but are not limited to: strategic plans, architecture plans, security plans, statements of work, request for information, request for proposal review, bidder responses and cost proposals.

E. Consulting Services – If Requested by a Statement of Work

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

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

F. Added Value Services

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

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

Added Value Services may be included at the State’s sole discretion.

1.2. Training

The Contractor must provide the following training:

- Overview of self-service research and advisory documents accessible to staff using the internet or by a request to research services.

- Onboarding training for new users.
- Web Portal Training

1.3. Specific Standards

IT Policies, Standards and Procedures (PSP)

Included in SCHEDULE E – Data Security Agreement; the Contractor will be required to meet all State PSP’s, public and non-public applicable to this solution.

Acceptable Use Policy

To the extent that Contractor has access to the State’s computer system, Contractor must comply with the State’s Acceptable Use Policy, see [1340.00.130.02 Acceptable Use of Information Technology \(michigan.gov\)](http://1340.00.130.02). All Contractor Personnel will be required, in writing, to agree to the State’s Acceptable Use Policy before accessing the State’s system. The State reserves the right to terminate Contractor’s access to the State’s system if a violation occurs.

SOM Digital Standards

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

Mobile Responsiveness

The Contractor’s Solution must utilize responsive design practices to ensure the application is accessible via a mobile device.

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. All websites, applications, software, and associated content and documentation provided by the Contractor as part of the Solution must comply with Level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0..

1.4. User Type and Capacity

Type of User	Access Type	Number of Users	Number of Concurrent Users
State	Read only	2,000	500

Contractor must be able to meet the expected number of concurrent Users listed above for access to their proposed web research portal.

1.5. RESERVED

1.6. End-User Operating Environment

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

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

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

This information can be found at <https://www.michigan.gov/browserstats>. Please use the most recent calendar quarter to determine browser statistics. For those desktop and mobile & tablet browsers with over 2% of site traffic, except Internet Explorer which requires support for at minimum version 11, the current browser version as well as the previous two major versions must be supported.

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

1.7. RESERVED

1.8. Hosting

Contractor must maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 24 hours for their web portal access.

1.9. Products and Services

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

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

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

2. Service Requirements

2.1. Timeframes

See SLA.

2.2. Delivery

See SLA.

3. Acceptance

3.1. Acceptance, Inspection, and Testing

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

The State will validate all contract activities for Second Tier Bid Requests against the requirements included within each Statement of work.

3.2. Final Acceptance

The State will validate all contract activities for Second Tier Bid Requests against all requirements prior to providing Final Acceptance.

4. Staffing

4.1. Contractor Representative

The Contractor must appoint sufficient 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 10 calendar days before removing or assigning a new Contractor Representative.

4.2. 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:
Shannon Romein 320 S Walnut Street Lansing, MI 48933 RomeinS@michigan.gov 517-898-8102	Nathan Frey 2187 Atlantic Street Stamford, CT 06902 Nathan.frey@isg-one.com 512-970-0745

4.3. 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:
Mary McGinnis 320 S Walnut Street Lansing, MI 48933 Mcginnism2@michigan.gov 517-881-7125	John Zobel 2187 Atlantic Street Stamford, CT 06902 john.zobel@isg-one.com 612-868-1039

4.4. Customer Service Number

The Contractor must specify its Contact phone number for the State to contact the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8:00 am to 5:00 pm EST. Contractor’s Number: 612-868-1039

4.5. Technical Support, Repairs and Maintenance

The Contractor must specify its toll-free number for the State to contact the Contractor for technical support. The Contractor must be available for calls and service during the hours of 8:00 am to 5:00 pm ET, Monday-Friday.

When providing technical support, the Call Center must resolve the caller’s issue within 60 minutes. Contractor’s Toll Free Number: 855-211-9515

4.6. 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. ET and possible night and weekend hours depending on the requirements of the project.

4.7. 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.

1. Name	2. Years of Experience in Current Classification	3. Position fulfilling	4. Role(s) / Responsibilities	5. Direct / Subcontract/ Contract	6. FT/ PT /T	7. Yrs. With ISG	9. Physical Location
John Zobel	17 yrs.	Program Manager	Senior Manager for the IPL team, creating and executing a plan	Direct	FT	1 yr.	St. Paul, MN

1. Name	2. Years of Experience in Current Classification	3. Position fulfilling	4. Role(s) / Responsibilities	5. Direct / Subcontract/ Contract	6. FT/ PT /T	7. Yrs. With ISG	9. Physical Location
			for IPL Public Sector research.				

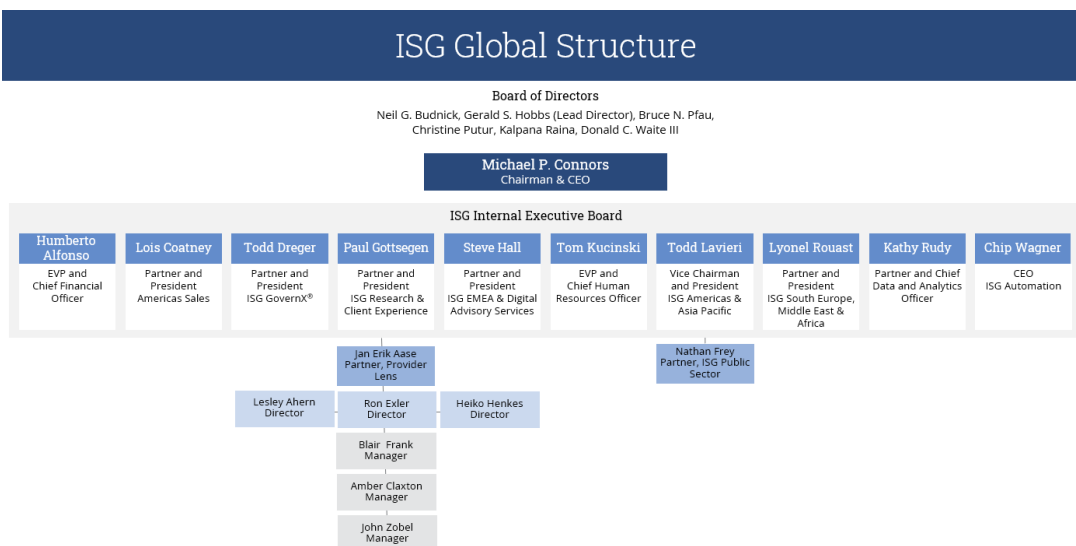
4.8. Contractor Personnel

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

1. Name	2. Years of Experience in Current Classification	3. Position fulfilling	4. Role(s) / Responsibilities	5. Direct / Subcontract/ Contract	6. FT/ PT /T	7. Yrs. With ISG	9. Physical Location
Jan Erik Aase	35 yrs.	Engagement Advisor	Research Partner and global head of ISG Provider Lens™, he is very well positioned to assess and report on the state of the industry and make recommendations	Direct	FT	8 yrs.	Salt Lake City, UT
Nathan Frey	25 yrs.	Engagement Partner for Public Sector	Partner of ISG Public Sector. Expert in providing information technology (IT) and project management services to public sector organizations	Direct	FT	21 yrs.	Austin, TX
Ron Exler	30 yrs.	Director	Director and Principal Analyst, ISG Research. He manages the IPL subscription services for	Direct	FT	6 yrs.	Montgomery Village, MD

1. Name	2. Years of Experience in Current Classification	3. Position fulfilling	4. Role(s) / Responsibilities	5. Direct / Subcontract/ Contract	6. FT/ PT /T	7. Yrs. With ISG	9. Physical Location
			enterprises and service providers and oversees U.S. Public Sector research.				
John Zobel	17 yrs.	Program Manager	Senior Manager for the IPL team, creating and executing a plan for IPL Public Sector research.	Direct	FT	1 yr.	St. Paul, MN
Amber Claxton	10 yrs.	Client Relations Manager	Client Relations Manager, ISG Research. She provides personalized customer service and support for enterprise and service providers subscribed to IPL	Direct	FT	10 yrs.	Dallas, TX

4.9. Organizational Chart



4.10. Disclosure of Subcontractors

The Contractor does not intend to utilize subcontractors.

4.11. Security

The Contractor's staff may be required to enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.

4.12. 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

For all Second Tier Bid Requests, 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 Contractor must attend the following meetings:

For all Second Tier Bid Requests, the Contractor must attend a project kickoff meeting and any other meetings required in the second tier Statement of Work.

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

5.3. Reporting

The Contractor will provide quarterly usage reports to each participating agency detailing the number of documents accessed, inquiries held, strategic meetings or workshops delivered, the number of documents/contracts reviewed by analysts and events attended, along with suggestions for use of deliverables that have not yet been utilized. Contractor can also provide the Program Manager with participating agency usage reports upon request.

6. Pricing

6.1. Price Term

Pricing is firm for the entire length of the Contract.

7. Ordering

7.1. Authorizing Document

The appropriate authorizing document for the Contract will be a delivery order.

8. Invoice and Payment

8.1. 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.

9. 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.

Service Level Agreements for this Contract will be as follows:

Performance Standard	Performance Target
Response time for establishing Analyst Inquiry Calls	Contractor must respond via email to Analyst Inquiry Call requests within 1 week and provide 4 available times for the Analyst Inquiry Call within 2 weeks.
Research Material Request (pre-established content).	Contractor must respond via email to Research Material Requests within 2 business days and provide the requested research materials within 4 business days.
Research Material Request (custom content).	Contractor must respond via email to Research Material Requests within one week and provide the requested research materials within 2 weeks days.
Document Review	Contractor must respond via email to Document review Requests within 2 business days and provide the requested feedback within 10 business days.

Credit Due for Failure to Meet SLA

Contractor, by itself or through its Subcontractors, will meet or exceed the service levels detailed in the tables above. In the event Contractor or its Subcontractors fail to meet the service levels, Contractor agrees to the following remedies:

	Service Level Performance Target not met. First occurrence in a 6-month period (6 monthly invoices).	Service Level Performance Target not met. Second occurrence in a 6-month period (6 monthly invoices).	Service Level Performance Target not met. Third occurrence in a 6-month period (6 monthly invoices).	Service Level Performance Target not met. Fourth and any additional occurrence in a 6-month period (6 monthly invoices).
Amount credited back to the State.	Warning	10% of monthly fee included on monthly invoice	20% of monthly fee included on monthly invoice	30% of monthly fee included on monthly invoice

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.

Additional SLAs have been included in Schedule D for the Contractor’s Web Portal Access.

International Consulting Acquisition Corp. d/b/a ISG Public Sector

SCHEDULE B PRICING

ISG Provider Len™ Pricing			
Scope of License	Number of Credentialed Users	Annual Cost	Included Access and Services
Single State Agency*	Up to 50	\$35,000	<ul style="list-style-type: none"> Full access to ISG Provider Lens™ portal per credentialed user Unlimited downloads per credentialed user Unlimited 45 min analyst inquiries per credentialed user Up to ten (10) 1 hr advisor inquiries per year
1-3 state agencies*	51 – 350	\$50,000	
Statewide*	351 – 1,000	\$75,000	
Statewide*	1,001 – 2,000	\$100,000	

* Pricing is established based upon the defined usage. However, the State is not committed to purchase in these quantities.

Role	Remote Advisory Services Rate Card						
	Year 1	Base Term				Optional Year 1	Optional Year 2
		Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Partner	\$383.00	\$383.00	\$383.00	\$383.00	\$383.00	\$395.00	\$407.00
Director	\$312.00	\$312.00	\$312.00	\$312.00	\$312.00	\$322.00	\$332.00
Principal Consultant	\$258.00	\$258.00	\$258.00	\$258.00	\$258.00	\$266.00	\$274.00
Consulting Manager	\$146.00	\$146.00	\$146.00	\$146.00	\$146.00	\$121.00	\$125.00
Senior Consultant	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$103.00	\$107.00

International Consulting Acquisition Corp. d/b/a ISG Public Sector

SCHEDULE C – INSURANCE REQUIREMENTS

IT Research and Advisory Program

- 1. General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- 2. Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- 3. Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- 4. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
- 5. Proof of Insurance.**
 - a. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.
 - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
 - e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
 - f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.

6. Subcontractors. Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.

7. Limits of Coverage & Specific Endorsements.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	
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	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

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

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

SCHEDULE D – SERVICE LEVEL AGREEMENT FOR HYBRID PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Scheduled Uptime**” means the total minutes in the Service Period.

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

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

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

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

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

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

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

“**Support Hours**” means 8:00 am to 5:00 pm ET, Monday-Friday.

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

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

2. Service Availability and Service Available Credits.

2.1. Availability Requirement. Contractor will make the Hosted Services and Software Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a “**Service Period**”), at least 99.98% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the “**Availability Requirement**”). “**Available**” means the Hosted Services and Software are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. “**Availability**” has a correlative meaning. The Hosted Services and Software are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services and Software, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: $(\text{Actual Uptime} - \text{Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception}) \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception}) \times 100 = \text{Availability}$.

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

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

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

2.4. Software Response Time. Software response time, defined as the interval from the time the end user sends a transaction to the time a visual confirmation of transaction completion is received, must be less than two (2) seconds for 98% of all transactions. Unacceptable response times shall be considered to make the Software unavailable and will count against the Availability Requirement.

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

2.6. Remedies for Service Availability Failures.

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

Availability	Credit of Fees
≥99.98%	None
<99.98% but ≥99.0%	15%

Availability		Credit of Fees
<99.0%	but	50%
≥95.0%		
<95.0%		100%

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

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

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

3.1. Support Service Responsibilities. Contractor will:

- (a) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;
- (b) provide unlimited telephone support during the Support Hours;
- (c) provide unlimited online support 24 hours a day, seven days a week;
- (d) provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and
- (e) respond to and Resolve Support Requests as specified in this **Section**.

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

- (a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;
- (b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and

- (c) if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein):
 - (i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;
 - (ii) If Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 3.5** and **3.6**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and
 - (iii) Notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

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

- (a) all updates, bug fixes, enhancements, Maintenance Releases, New Versions and other improvements to the Hosted Services and Software, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; provided that Contractor shall consult with the State and is required to receive State approval prior to modifying or upgrading Hosted Services and Software, including Maintenance Releases and New Versions of Software; and
- (b) all such services and repairs as are required to maintain the Hosted Services and Software or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services and Software, so that the Hosted Services and Software operate properly in accordance with the Contract and this Schedule.

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

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

Support Request Classification	Description: Any Service Error Comprising or Causing any of the Following Events or Effects
Critical Service Error	<ul style="list-style-type: none"> • Issue affecting entire system or single critical production function; • System down or operating in materially degraded state; • Data integrity at risk; • Declared a Critical Support Request by the State; or • Widespread access interruptions.
High Service Error	<ul style="list-style-type: none"> • Primary component failure that materially impairs its performance; or • Data entry or access is materially impaired on a limited basis.
Medium Service Error	<ul style="list-style-type: none"> • Hosted Services and Software is operating with minor issues that can be addressed with an acceptable (as determined by the State) temporary work around.
Low Service Error	<ul style="list-style-type: none"> • Request for assistance, information, or services that are routine in nature.

3.6 Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. **“Resolve”** (including **“Resolved”**, **“Resolution”** and

correlative capitalized terms) means that, as to any Service Error, Contractor has provided the State the corresponding Service Error correction and the State has confirmed such correction and its acceptance thereof. Contractor will respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

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

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

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

- 3.8 Support Service Level Credits.** Failure to achieve any of the Support Service Level Requirements for Critical and High Service Errors will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section 3.6 (“Service Level Credits”)** in accordance with payment terms set forth in the Contract.
- 3.9 Corrective Action Plan.** If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, Contractor will promptly investigate the root causes of these Service Errors and provide to the State within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the State’s review, comment and approval, which, subject to and upon the State’s written approval, shall be a part of, and by this reference is incorporated in, the Contract as the parties’ corrective action plan (the “**Corrective Action Plan**”). The Corrective Action Plan must include, at a minimum: (a) Contractor’s commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no additional charge for Contractor’s preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.
- 4. Data Storage, Backup, Restoration and Disaster Recovery.** Contractor must maintain or cause to be maintained backup redundancy and disaster avoidance and recovery procedures designed to safeguard State Data and the State’s other Confidential Information, Contractor’s Processing capability and the availability of the Hosted Services and Software, in each case throughout the Term and at all times in connection with its actual or required performance of the Services hereunder. All backed up State Data shall be located in the continental United States. The force majeure provisions of this Contract do not limit Contractor’s obligations under this section.
- 4.2 Data Storage.** Contractor will provide sufficient storage capacity to meet the needs of the State at no additional cost.
- 4.3 Data Backup.** Contractor will conduct, or cause to be conducted, daily back-ups of State Data and perform, or cause to be performed, other periodic offline back-ups of State Data on at least a weekly basis and store and retain such back-ups. Contractor must, within five (5) Business Days of the State’s request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of State Data in the format specified by the State.
- 4.4 Data Restoration.** If the data restoration is required due to the actions or inactions of the Contractor or its subcontractors, Contractor will promptly notify the State and complete actions required to restore service to normal production operation. If requested, Contractor will restore data from a backup upon written notice from the State. Contractor will restore the data within one (1) Business Day of the State’s request. Contractor will provide data restorations at its sole cost and expense.

4.5 Disaster Recovery. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 48 hours (the “**DR Plan**”), and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. Contractor’s current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan are attached as **Schedule G**. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance. Contractor will provide the State with copies of all such updates to the Plan within fifteen (15) days of its adoption by Contractor. All updates to the DR Plan are subject to the requirements of this **Section 4**; and provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after Contractor’s receipt or preparation. If Contractor fails to reinstate all material Hosted Services and Software within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Contract, in its sole discretion, immediately terminate this Contract as a non-curable default.

SCHEDULE E – DATA SECURITY REQUIREMENTS FOR HYBRID PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) protect against any anticipated threats or hazards to the security or integrity of the State Data;

(c) protect against unauthorized disclosure, access to, or use of the State Data;

- (d) ensure the proper disposal of any State Data in Contractor's or its subcontractor's possession; and
- (e) ensure that all Contractor employees and subcontractors involved in the performance of Contract Activities hereunder comply with the foregoing.

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

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

- 4. Acceptable Use Policy.** To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Policy, see [1340.00.130.02 Acceptable Use of Information Technology \(michigan.gov\)](#). All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.
- 5. Protection of State's Information.** Throughout the Term and at all times in connection with its actual or required performance of the Contract Activities, Contractor will:
 - 5.1** If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 25** of the Contract;
 - 5.2** for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs.

- 5.3** ensure that the Software and State Data is securely stored, hosted, supported, administered, accessed, and backed up in the continental United States, and the data center(s) in which the data resides minimally meet Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;
- 5.4** maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State Data that complies with the requirements of the State's data security policies as set forth in this Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;
- 5.5** provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);
- 5.6** take all reasonable measures to:
 - (a)** secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Contract Activities against "malicious actors" and others who may seek, without authorization, to destroy, disrupt, damage, encrypt, modify, copy, access or otherwise use Hosted Services or the information found therein; and
 - (b)** prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Contract Activities; (ii) State Data from being commingled with or contaminated by the data of other customers or their users of the Contract Activities; and (iii) unauthorized access to any of the State Data;
- 5.7** ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 128 bits or higher;
- 5.8** ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;
- 5.9** ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

6. Security Accreditation Process. Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls within two weeks of the State's request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames and required evidence based on the risk level of the identified risk. For all findings associated with the Contractor's solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs, perform related remediation activities, and provide evidence of compliance. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

7. Unauthorized Access. Contractor may not access, and must not permit any access to, State systems, in whole or in part, whether through the Hosted Services or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

8. Security Audits.

8.1 During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.

8.2 Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. The State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available

during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Hosted Services and their housing facilities and operating environments.

- 8.3** During the Term, Contractor will, when requested by the State, provide a copy of Contractor's and Hosting Provider's FedRAMP System Security Plan(s) or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.
- 8.4** With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- 8.5** The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section 8**.

9. Application Scanning. During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate and validate all vulnerabilities identified by the scans as required by the State Secure Web Application and other applicable PSPs.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

- 9.1** Dynamic Application Security Testing (DAST) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST)).
- (a)** Contractor must either a) grant the State the right to dynamically scan a deployed version of the Software; or b) in lieu of the State performing the scan, Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool, and provide the State with a vulnerabilities assessment after Contractor has completed such scan. These scans and assessments i) must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release; and ii) scans

must be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations or the actual production environment.

9.2 Static Application Security Testing (SAST) - Scanning source code for vulnerabilities, analysis, remediation, and validation.

- (a)** For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete static application source code scanning, including the analysis, remediation and validation of vulnerabilities identified by application source code scans. These scans must be completed for all source code initially, for all updated source code, and for all source code for each major release and Contractor must provide the State with a vulnerability assessment after Contractor has completed the required scans.

9.3 Software Composition Analysis (SCA) – Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation, and validation.

- (a)** For Software that includes third party and open source software, all included third party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third party and open source software initially, for all updated third party and open source software, and for all third party and open source software in each major release and Contractor must provide the State with a vulnerability assessment after Contractor has completed the required scans if not provided as part of SAST and/or DAST reporting.

9.4 In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified by the State.

- (a)** If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).
- (b)** Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

10. Infrastructure Scanning.

10.1 For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability

Scanning Tool) at least monthly and provide the scan's assessments to the State in a format that is specified by the State and used to track the remediation. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State's PSPs.

11. Nonexclusive Remedy for Security Breach. Any failure of the Contract Activities to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

SCHEDULE G – DISASTER RECOVERY PLAN

Organizational Controls

Policies

ISG has a set of policies for information security and data protection which have been approved by management, published and communicated to all employees and relevant external parties. This includes:

- Data Protection and Privacy Policy
- Information Security Policy
- Access Control Policy
- Physical and Environmental Policy
- IT Acceptable Use Policy
- Client Information Management Policy

All policies have been approved by senior management, published and communicated to all staff.

Governance – Accountability, Roles and Responsibilities

ISG ensures the responsibilities and authorities for relevant roles are assigned and communicated within our organization, this includes:

Privacy Officer

a. ISG has appointed a Privacy Officer who is accountable to ensure the data protection framework conforms to our business, legal and contractual obligations.

Chief Information Security Officer

b. Responsible for the effectiveness of the information security management system.

Privacy Champions

c. Privacy Champions in each function jurisdiction in which we operate ensure appropriate representation at the national level to ensure data protection becomes part of our organizations core values.

Information Steering Committee

d. The Information Steering Committee is responsible for overseeing information security and privacy within ISG. The committee includes the CFO, Chief HR Officer, Chief Data and Analytics Officer, CIO, CISO, Privacy Officer, Director of Corporate Governance.

Training

All employees and contractors complete ISG's Information Security Awareness and Data Protection and Privacy training and a test on joining ISG and thereafter on an annual basis.

Employees and contractors also receive short awareness training videos every quarter.

Information Security Incident Management

ISG manages any information security incidents in a structured and controlled way following a detailed workflow.

This ensures that:

Information security incidents are dealt with speedily and efficiently;

A consistent approach is implemented to deal with information security incidents;

Consistent and timely communications to the relevant interested parties (e.g. clients, data subjects, suppliers, regulatory authorities etc.)

The damage caused by an information security incident is kept to a minimum;

The likelihood of recurrence of the information security incident is reduced by the review and implementation of appropriate measures.

ISG has updated its Information Security Incident Management Policy to ensure specific guidance is available for any personal data breaches. In line with the GDPR (Article 33), the relevant supervisory authority is to be informed within 72 hours of the organization becoming aware of an incident resulting in a risk to the rights and freedoms of those involved. Where the client is the Data Controller, ISG will notify the client within 48 hours of being made aware of the breach.

Data Subjects Rights

ISG has procedures which ensure that data subject rights in relation to their personal information are respected and that request to exercise such rights are addressed without undue delay and in any event within one month (or three months in the event of complex requests) of receipt of a valid request, this includes:

- access requests (GDPR Article 15);
- rectification requests (GDPR Article 16);
- erasure requests (GDPR Article 17);
- objections and restriction to processing requests (GDPR Articles 18 and 21);
- transfer requests (GDPR Article 20).

Planning

ISG has conducted personal data mapping exercises to document where all personal data is stored, in what type of repository, for what purpose it is collected, under what grounds it is processed, where the data is hosted, what the data retention period and how is it deleted. The records include:

- Record of Processing / Data Asset Inventory
- Data Flow mapping

Risk Management

ISG has a process for assessing the level of risk to natural persons associated with the processing of their personal information, by the implementation of a Data Protection Impact Assessment. This includes processing undertaken by other organizations as part our supplier relationship process. ISG implemented a risk treatment plan to manage any risks which are identified by the risk assessment in order to reduce the likelihood of threats.

The risk assessment process includes procedures whereby the processing of personal information that could cause damage and/or distress to the natural persons is escalated to our Privacy Officer and CISO for review and to those responsible and accountable for the management of personal information.

The CISO and Privacy Officer are informed and will complete the risk treatment for all high-risk processing activities. This includes the treatment decision, treatment action, delivery date, who it is owned, by what impact that has then on Impact, Threat, Vulnerability and Likelihood.

The CISO and Privacy Officer also review and update the personal data international transfer risk assessments, for each supplier who will host personal data outside the originating country.

Supplier Management

ISG has measures in place to ensure the protection of information that is accessible by suppliers. This includes:

- A Supplier Relationship Management policy
- Supplier due diligence process including Data Protection Impact Assessment initial screening questionnaire, Security Questionnaire and full Data Protection Impact Assessment
- Security, data protection and data processing clauses within our supplier agreements
- Contractual clauses to ensure Information security and data protection controls flow down through the supply chain.

Data Processing Agreements

The Privacy Officer and Chief Information Security Officer review all the Data Processing Agreements between ISG and their suppliers and clients. To ensure the Data Processing Agreement includes the necessary Standard Contractual Clauses and the necessary technical and organizational controls to protect the personal data in accordance with local protection laws.

Privacy by Design

ISG has embedded privacy and data protection into its operations to demonstrate accountability with the Data Protection Principles. This includes:

- Appropriate notices where required at the point of personal data collection
- Identification of purpose and legal basis for all processing
- Measures to ensure information processed is adequate and relevant to the purpose
- Measure to ensure information is accurate and where required kept up to date
- Measures in place to identify client projects that may process personal data (beyond just business contact details) and the necessary project controls as a result
- Measures to ensure information is held for no longer than necessary
- Appropriate technical and organizational measures are in place

Information Security Management System

ISG has implemented a certified information security management system (ISO 27001). All 114 controls across 14 Domains have been implemented and are annually assessed for effectiveness through both internal and external audits.

The scope of IT services and end point devices is as follows:

- Email Communication
- Laptop

- Backup
- Smart phone
- Document Repository

Technical Controls

Email Communication

ISG uses Office 365 for email (hosted in USA), and Mimecast for Email Security and Continuity (hosted in UK). All communication between the ISG mail service and an endpoint using a web browser or Microsoft Outlook is encrypted. ISG also recommends Transport Layer Security for enforced secure communication with 3rd party mail systems that support this protocol. ISG tracks and audits email traffic indefinitely. ISG uses a third party security gateway for malware, impersonation, phishing protection.

Laptops

All ISG laptops maintain the following security standard:

- Encryption

Full disk encryption to prevent unauthorized system access and render ISG data inaccessible in the event of a loss or theft. This technology uses strong access control with pre-boot authentication and the industry standard 256-AES algorithm to fully encrypt ISG laptops.

- Anti-Virus AV & Anti-Malware AM

All ISG laptops use signature based AV & AM, that are centrally managed and controlled via server based policies.

- Host Based Intrusion Detection

The ISG endpoint security solution combines zero-day attack protection, robust firewall protection, and enforces acceptable-use and compliance policies controlled by a back-end management server.

- ISG employees are not permitted to use removable media for internal and external engagements. All laptops have a 10Mb per day restriction for transfer of data to USB drives

- Data Processing

ISG has technical solutions in place to capture potential PII data breaches and provide the necessary alerts to the affected parties. Data transfer via USB for example, can be technically restricted, similarly, PII information transmission via non secure channels can be technically blocked when identified.

- Admin rights

Admin rights are removed from all laptops by default

Laptop Backup

ISG uses online data backup; the data is only accessible to the account owner and ISG IT Services. Data is secured in SSAE16 compliant data centres.

Carbonite is ISG's preferred solution for PC data backup, this is done via an agent that uploads changes to the cloud hourly. Carbonite encrypts data in transit and at rest; data is hosted in Azure for the three ISG platforms in Europe, Asia and USA.

An ISO 27001 certificate can be provided on request.

Data Center Hosting

ISG hosted applications are hosted with one of two hosting partners – Rackspace (UK) and Microsoft Azure North Europe (Dublin).

Endpoint Patching

ISG adheres to ISO 27001 and Cyber Essentials Plus certification by implementing technical solutions to ensure that Windows and application updates are current. This process is managed via centralized platforms and audited on a regular basis for compliance.

Smart phones

All ISG smart phones are centrally managed via ISG's cloud-based MDM platform and can be remotely wiped in the event of loss or theft. ISG policy requires that all smart phone connecting to corporate mail have an MDM policy applied.

Document Repository

This enables ISG employees and clients working on an engagement to collaborate using a common workspace. This environment is hosted within ISG's Microsoft Teams environment and managed by access control policies dictated and governed by the project lead and workspace owner.

User access management is automated by ISG's ERP system, only defined members billing on the client engagement can access the associated document repository.

Communication between the Document Repository and web-based clients is SSL secured.

Firewalls

ISG utilizes Layer 7 Next Gen Firewalls across all sites which analyze network traffic, using sophisticated fingerprinting to identify users, content and applications on the network. Each network flow is categorized and access control policies are enforced. Each features an integrated intrusion detection and prevention (IDS/IPS) engine to protect against malicious threats. Using a combination of signature, protocol and anomaly-based inspection methods ensures ironclad security. Leveraging the cloud management platform, threat signatures are automatically updated, keeping security always up-to-date.

Site to Site VPNs

ISG used 3DES and AES-256 encryption in setting up and maintaining site to site VPN tunnels between offices.

Hardening standards

ISG utilizes security and hardening standards for network devices, including firewalls, switches, routers and wireless access points.

ISG ensures that every connection to an external network is terminated at a firewall. Firewall rules are regularly audited, and devices deny all access by default.

Restriction on external network connectivity

ISG ensures that all site to site connectivity requests to the ISG infrastructure are carefully assessed and the security team, only ISG IT Services can implement such solutions.

Data encryption in transit and at rest

To keep your files safe, ISG services are designed with multiple layers of protection, distributed across a scalable, secure infrastructure. These layers of protection include:

- Files at rest are encrypted using 256-bit Advanced Encryption Standard (AES)
- ISG web-based services use Secure Sockets Layer (SSL)/Transport Layer Security (TLS) to protect data in transit
- SSL/TSL creates a secure tunnel protected by 128-bit or higher Advanced Encryption Standard (AES) encryption

Intrusion Detection System

ISG utilizes Intrusion Detection Systems on all perimeter networks and end user endpoints to identify anomalies and automatically raise incidents for further assessment.

Penetration Testing

Information Services Group engages an independent 3rd party to perform security assessments annually to enumerate possible attack vectors, evaluate existing security controls, and provide recommendations for improvement. In addition we use a third party to run monthly web application vulnerability testing against all externally accessible applications.

DLP Filtering & Network Traffic Auditing

All ISG endpoints have centralized logging of all network traffic to address data leakage concerns and to flag any security anomalies on endpoints.

Mobile Device Management

ISG utilizes a cloud-based management solution that provides mobile and desktop operating system management and enforces compliance standards across all devices connecting to ISG services. It aims to provide unified endpoint management of both corporate and BYOD devices in a way that protects corporate data.

Multi Factor Authentication

For sensitive applications accessible via the public internet, ISG has implemented secondary authentication to provide an additional layer of identity verification.

ATTACHMENT A: STATEMENT OF WORK TEMPLATE

The following Second Tier Template for IT Research and Advisory Services will be used for all second tier requests. The State reserves the right to modify this template at any time to meet the State's needs.

PROPOSAL INSTRUCTIONS

Department of Technology Management and Budget

IT Research and Advisory Services - Request for Project Services

Project Name:

Solicitation Manager Name: [redacted]

Direct Phone: [redacted]

Email: [redacted]@michigan.gov

This is a Second-Tier Solicitation for:

[Insert: brief description of requested services and deliverables]

Second-Tier Solicitation Timeline

Event	Time	Date
Issue of SOW/Project Request for Services	N/A	[insert date]
State Demo of existing Database	[insert time, e.g., 5:00 p.m. Eastern]	[insert date]
Deadline for Vendors to Submit Written Questions, via Q&A Template, to Solicitation Manager via email.	3:00 p.m. Eastern	[insert date]
Anticipated date the State will respond to bidder questions	[insert time, e.g., 5:00 p.m. Eastern]	[insert date]
Proposals Due to Solicitation Manager via email.	3:00 p.m. Eastern	[insert date]
Services Start	N/A	[insert date]

The above timeline is only an illustration of the Project RFS process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the Project RFS process in general, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

RESPONSE PREPARATION. Please read all Solicitation materials prior to preparing a proposal, particularly these Proposal Instructions. Bidders must follow these Proposal Instructions and provide a complete response. References and links to websites or external sources may not be used in lieu of providing the information requested in the Solicitation within the proposal. Include the Bidder’s company name in the header of all documents submitted with your proposal. **Note that all documents and information submitted as part of a proposal will become public record immediately upon receipt by the State of Michigan. Proposals received by the State may be posted on the State’s publicly available website after bidders are notified of the award recommendation.**

Request for Project Services Structure and Documentation

Document	Description	Bidder Response Instructions
Cover Page	Provides solicitation title and number, important dates, and contact information for Solicitation Manager	Informational
Proposal Instructions	Provides solicitation instructions to bidders	Informational
Confidential Treatment Form	Required verification on whether bidder’s proposal contains confidential information	Bidder to complete and submit by proposal deadline
Vendor Questions Worksheet	Questions to bidders on background and experience	Bidder to complete and submit by proposal deadline
Schedule A – Statement of Work	Statement of work	Bidder to complete and submit by proposal deadline

- 1. CONTACT INFORMATION FOR THE STATE.** The sole point of contact for the State concerning this Request for Project Services is listed on the Cover Page. Contacting any other State personnel, agent, consultant, or representative about this Request for Project Services may result in bidder disqualification.
- 2. MODIFICATIONS.** The State may modify this Request for Project Services at any time.

3. QUESTIONS. Bidder questions about this second-tier solicitation must be submitted using the format below; a Microsoft Excel format or similar is suggested.

Q #	Document Section	and Page #	Bidder Question

4. DELIVERY OF PROPOSAL. The price proposal should be saved separately from all other proposal documents. The bidder should submit all documents in a modifiable (native) format (examples include but are not limited to Microsoft Word or Excel and Google Docs or Sheets). In addition to submitting documents in a modifiable format, the bidder may also submit copies of documents in PDF.

5. MANDATORY MINIMUM REQUIREMENTS. To avoid disqualification, the Bidder must provide documentation to support the following:

Minimum Requirements

Only those proposals that meet the mandatory minimum requirements will be considered for evaluation.

6. EVALUATION PROCESS. The Solicitation Manager and Joint Evaluation Committee (JEC) will evaluate each proposal based on the following factors:

Summary of Evaluation Criteria:

The criteria listed below is an example. Actual criteria will be included within each second-tier bid.

Criteria	Points
1. Experience/Personnel	30 available points
2. Scope of Work & Deliverables/ Business Requirements	40 available points

3. Project Planning and Approach	15 available points
4. Timeline	15 available points
Total	100 available points

Proposals receiving **[Insert: appropriate numerical score; 80 is typical but not required]** or more technical evaluation points will have pricing evaluated and considered for award.

The State may utilize all bidder information, without regard to a proposal’s technical score, to determine fair market value for goods or services sought. The State is not obligated to accept the lowest price proposal. If applicable, the State’s evaluation will include consideration of a bidder’s qualified disabled veterans/service-disabled veteran owned business(QDV/SDVOB) status under [MCL 18.1261\(8\)](#). Additional information on the SDVOB preference is available at: [Michigan.gov/SDVOB](#).

7. NOTICE OF DEFICIENCY. The State reserves the right to issue a **Notice of Deficiency** to Bidders if the State determines after the proposal deadline that a portion of the proposal was deficient, unclear, or ambiguous. Failure to respond to a **Notice of Deficiency** timely may be cause for disqualification.

8. CLARIFICATION REQUEST. The State reserves the right to issue a **Clarification Request** to a Bidder to clarify its proposal if the State determines the proposal is not clear. Failure to respond to a **Clarification Request** timely may be cause for disqualification.

9. RESERVATIONS. The State reserves the right to:

- a. Disqualify a bidder for failure to follow these instructions.
- b. Discontinue the second-tier solicitation at any time for any or no reason. The issuance of a second-tier solicitation, your preparation and submission of a proposal, and the State’s subsequent receipt and evaluation of your proposal does not commit the State to award a contract to you or anyone, even if all the requirements in the second-tier solicitation are met.
- c. Consider late proposals if: (i) no other proposals are received; (ii) no complete proposals are received; (iii) the State received complete proposals, but the proposals did not meet mandatory minimum requirements or technical criteria; or (iv) the award process fails to result in an award.
- d. Consider an otherwise disqualified proposal if no other proposals are received.
- e. Disqualify a proposal based on: (i) information provided by the bidder in response to this second-tier solicitation; or (ii) if it is determined that a bidder purposely or willfully submitted false or misleading information in response to the second-tier solicitation.

- f. Consider prior performance with the State in making its award decision.
- g. Consider overall economic impact to the State when evaluating proposal pricing and in the final award recommendation. This includes but is not limited to: considering principal place of performance, number of Michigan citizens employed or potentially employed, dollars paid to Michigan residents, Michigan capital investments, job creation, tax revenue implications, and economically disadvantaged businesses.
- h. Consider total-cost-of-ownership factors (e.g., transition and training costs) when evaluating proposal pricing and in the final award recommendation.
- i. Refuse to award a contract to any bidder that has failed to pay State taxes or has outstanding debt with the State.
- j. Enter into negotiations with one or more bidders on price, terms, technical requirements, or other deliverables.
- k. Award multiple, optional-use contracts, or award by Contract Activity.
- l. Evaluate the proposal outside the scope identified in the **Evaluation Process** section of this document if the State receives only one proposal.

10. AWARD RECOMMENDATION. The work to be performed under this request will be awarded to the responsive and responsible Bidder who offers the best value to the State. Upon selection, a **Notice of Award** will be posted.

11. GENERAL CONDITIONS. The State will not be liable for any costs, expenses, or damages incurred by a Bidder participating in this solicitation. The Bidder agrees that its proposal will be considered an offer to do business with the State in accordance with its proposal, including the Contract Terms, and that its proposal will be irrevocable and binding for a period of 180 calendar days from date of submission. If a contract is awarded to the Bidder, the State may, at its option, incorporate any part of the Bidder's proposal into a contract. This solicitation is not an offer to enter into a contract. This solicitation may not provide a complete statement of the State's environment, or contain all matters upon which agreement must be reached. The bidder understands that their proposal will become public record immediately upon receipt by the State. Other than verified trade secrets, proposals submitted are the State's property.

12. CONFIDENTIAL TREATMENT FORM AND THE FREEDOM OF INFORMATION ACT. As a public record, all portions of the bidder's proposal and resulting contract are subject to disclosure as required under Michigan's Freedom of Information Act (FOIA), MCL 15.231, et seq. However, the State may exempt some information from disclosure as permitted by law. Under MCL 18.1261(13)(b), records containing "a trade secret as defined under section 2 of the uniform trade secrets act, 1998 PA 448, MCL 445.1902," are exempt from disclosure under FOIA. In addition, "financial or proprietary information" submitted with a bidder's proposal is exempt from disclosure under FOIA. **A bidder's**

failure to comply with this Section is grounds for rejecting a bidder's proposal as non-responsive. As a part of its proposal, each bidder must follow the procedure below.

- a. SUBMIT A COMPLETED "CONFIDENTIAL TREATMENT FORM" (CT FORM) WITH YOUR BID.** Completion and submission of the CT Form is required regardless of whether the bidder seeks confidential treatment of information. **Failure to submit a completed CT Form may be cause for disqualification from the solicitation process. If a bidder fails to properly complete and submit the CT Form or otherwise fails to follow CT Form instructions, the proposal may be publicly disclosed in its entirety without redaction after an award recommendation.**
 - i. Complete and sign Section 1 of the CT Form if the bidder does NOT request confidential treatment of information contained in its proposal; or
 - ii. Complete and sign Section 2 of the CT Form if the bidder requests confidential treatment of certain information. **Bidder must also submit a "Public Copy" of the proposal with the trade secret, financial, and proprietary information redacted and clearly labeled as the "Public Copy."**
 - iii. Failure to complete and sign a CT Form may result in disqualification of the bidder. **If a bidder fails to properly complete and submit the CT Form or otherwise fails to follow the CT Form instructions, the proposal, in its entirety, will be treated as a "Public Copy" and may be publicly disclosed by the State without redaction after bidders have been notified of an award recommendation**
- b. FOIA REQUESTS.** If a FOIA request is made for a bidder's proposal, the Public Copy may be distributed to the public along with the bidder's CT Form. The CT Form is a public document and serves as an explanation for the redactions to the Public Copy. Do not put any trade secret, financial, or proprietary information in the CT Form. Do not redact the CT Form itself.
- c. NO ADVICE.** The State will not advise a bidder as to the nature or content of documents entitled to protection from disclosure under FOIA or other laws, as to the interpretation of such laws, or as to the definition of trade secret or financial or proprietary information. Nothing contained in this provision will modify or amend requirements and obligations imposed on the State by FOIA or other applicable law.
- d. FAILURE TO REQUEST CONFIDENTIAL TREATMENT.** Failure to request material be treated as confidential as specified herein relieves the State, its agencies, and personnel from any responsibility for maintaining material in confidence.
- e.** Bids containing a request to maintain an entire proposal as confidential may be rejected as non-responsive. Bidders may not request confidential treatment with respect to resumes, pricing, and marketing materials. The State reserves the right to determine whether material designated as exempt by a bidder falls under MCL 18.1261 or other applicable FOIA exemptions. If a FOIA request is made for materials that the bidder has identified as trade

secret, financial, or proprietary information, the State has the final authority to determine whether the materials are exempt from disclosure under FOIA.

- f. Bidder forever releases the State, its departments, subdivisions, officers, and employees from all claims, rights, actions, demands, damages, liabilities, expenses and fees, which arise out of or relate to the disclosure of all or a portion of bidder’s proposal submitted under this solicitation. Bidder must defend, indemnify and hold the State, its departments, subdivisions, officers, and employees harmless, without limitation, from and against all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to any FOIA request, including potential litigation and appeals, related to the portion of bidder’s proposal submitted under this solicitation that bidder has identified as a trade secret, or financial or proprietary information. The State will notify bidder in writing if indemnification is sought. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, or any portion thereof, if the State deems necessary. Bidder will not, without the State’s written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. If a State employee, official, or law is involved or challenged, the State may control the defense of that portion of the claim. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

CONFIDENTIAL TREATMENT FORM

INSTRUCTIONS. Bidder must complete either *Section 1* or *Section 2* of this CT Form and sign where indicated. **Do not complete both sections.** This CT Form must be signed by the individual who signed the bidder’s proposal. A completed CT Form must be submitted with your proposal, regardless of whether your proposal contains confidential information.

Failure to submit a completed CT Form with your bid is grounds for rejecting the proposal as non-responsive. If a bidder fails to properly complete and submit the CT Form or otherwise fails to follow CT Form Instructions, the proposal, in its entirety, will be treated as a “Public Copy” and may be publicly disclosed by the State without redaction after bidders have been notified of an award recommendation. See the Confidential Treatment Form and The Freedom of Information Act (FOIA) sections of the Proposal Instructions for additional information

Section 1. CONFIDENTIAL TREATMENT IS NOT REQUESTED

This section must be completed, signed, and submitted with the proposal if the bidder does **not** request confidential treatment of any material contained in the proposal. **If this section is completed, do not complete Section 2. CONFIDENTIAL TREATMENT IS REQUESTED.**

By signing below, the bidder affirms that confidential treatment of material contained in their proposal is not requested.

Solicitation Number

Solicitation Title

Signature

Date

Printed Name, Title, Company

Section 2. CONFIDENTIAL TREATMENT IS REQUESTED

This section must be completed, signed, and submitted with the proposal if bidder requests confidential treatment of any material contained in the proposal. Submission of a completed CT Form is required to request confidential treatment. **If this section is completed, do not complete Section 1. CONFIDENTIAL TREATMENT IS NOT REQUESTED.**

Provide the information in the table below. Bidder may add rows or additional pages using the same format shown in the table. Bidder must specifically identify the information to be protected as confidential and state the reasons why protection is necessary.

The CT Form will not be considered fully complete unless, for each confidentiality request, the bidder: (1) identifies the Proposal Page #, Section #, and Paragraph #, (2) identifies whether the material is a Trade Secret (TS), Proprietary Financial Information (FI), or Proprietary Information (PI), and (3) explains the specific legal grounds that support treatment of the material as TS, FI, or PI. Bidders must provide a complete justification as to how the material falls within the scope of an applicable FOIA exemption or relevant case law. Bidders must not simply cite to an applicable exemption or case name. Bidders must also provide the contact information for the person at their organization authorized to respond to inquiries by the State concerning the material.

Bidder must also submit a “Public Copy” of the proposal with the trade secret, financial, and proprietary information redacted and clearly labeled as the “Public Copy”.

(1) Proposal Page #, Section #, Paragraph #	(2) Material is Trade Secret (TS), Proprietary Financial Information (FI), Proprietary Information (PI)	(3) Applicable FOIA Exemption with Written Justification	(4) Bidder Contact Information

By signing below, the bidder affirms that confidential treatment of material contained in their proposal is requested and has attached to this form a redacted “Public Copy” of the bidder’s proposal.

Solicitation Number

Solicitation Title

Signature

Date

Printed Name, Title, Company

GENERAL COMPANY PROFILE / EXECUTIVE SUMMARY (Please limit to two pages)

1. Describe your competitive advantage (what sets you apart or your company's strengths)
2. Describe your experience related to the type of project and/or services being requested.

Bidder Response:

3. Subcontracting Information (if applicable)

Disclosure of Subcontractors. If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

Bidder must provide detailed information as requested in the above requirement(s).	
The legal business name, address, telephone number of the subcontractor(s).	
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 Bidder.	
Whether the Bidder 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.	
Of the total bid, the price of the subcontractor's work.	

Project Background

PROJECT OVERVIEW

1. Acronyms/Definitions

Document Reference	Description

2. Project Identification

- a. Project Purpose and Objective:
- b. Project Background:

3. Scope of Work & Deliverables

- a. In Scope
- b. Out of Scope
- c. Environment
- d. Deliverables/ Requirements
 - i. The solution will meet all requirements as detailed in **Exhibit 1 – Business Requirements.**
 - ii. Contractor agrees to all provisions in **Exhibit 2 – Additional Federal Provisions, if included.**

4. Contractor Key Personnel

Instructions: Bidder to provide named resources for the following positions. Additionally, bidder will need to provide a resume for each listed resource in **Attachment 1 – Bidder’s Personnel Resumes**. Resumes should provide relevant experience to the role as described. Please keep resumes to no more than 2 pages.

Technical Lead/ Architect. Contractor resource who is responsible for the overall quality of all technical activities, including Customer development, infrastructure, interfaces, and Solution performance on behalf of Infrastructure Design, creation and any related technical deliverables.

Contractor
Name Address Phone Email

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

Contractor
Name Address Phone Email

5. Additional Proposed Contractor Personnel (Please add additional boxes as necessary)

Instructions: Bidder to provide a list of proposed resources for any position beyond those listed in 4. **Contractor Key Personnel.** Additionally, bidder will need to provide a resume for each listed resource in **Attachment 1 – Bidder’s Personnel Resumes.** Resumes should provide relevant experience to the role. Named resources are preferred. Please keep resumes to no more than 2 pages.

Contractor: (Title)
Name Address Phone Email

Contractor: (Title)
Name Address Phone Email

Contractor: (Title)
Name Address Phone Email

6. State Roles and Responsibilities

Bidder to details expected State Roles and Responsibilities as well as % time allocation of those resources.
Response:

7. Offshore Resources

Bidder must describe if they are proposing to use offshore resources in the performance of the work and the specific work that they will be performing. Domestic resources are preferred. Offshore resources will be considered for appropriate roles, if approved by the State.
Response:

8. Project Planning and Approach

- a. Describe your overall project approach and project management methodology to be used for this project.
- b. Provide an example of a project schedule that you would use on this project and include approach to managing the schedule and communicating task performance.
- c. Provide a list of technologies that will be used to satisfy requirements.

- d. Provide an overview of your security approach, including your company's secure coding practices and principles and how your company tests to confirm both the application code and data are secure.
- e. Testing – Describe the testing appropriate including the level of testing that you will do to ensure the State receives a version of the code that is of the highest quality.
- f. Defect Management Approach – Describe the approach you take to capture, process, correct, and release defects found during State of Michigan testing.
- g. Data Conversion Approach – If required, describe how data conversion will be planned and managed.

Response:

- 9. Project Management – Provide an overview of the following activities to be performed during the project:
 - a. Risk / Issue Management and Escalation as needed. Also provide some key risks that you find common for projects with similar scope and goals and include the associated mitigation strategies you've used for those risks.
 - b. Change Management – Describe how changes will be captured, cost/effort estimated, and approved changes added to the project.
 - c. Status Updates. Include a description what meetings the State can expect and an example of a status report.

Response:

10. SUITE Documentation

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

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

While applying the SUITE framework through its methodologies is required, SUITE was not designed to add layers of complexity to project execution. There should be no additional costs from the

Contractor, since it is expected that they are already following industry best practices which are at least similar to those that form SUITE’s foundation.

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

The Bidder is required to review <http://www.michigan.gov/suite> and demonstrate how each PMM/SEM requirement will be met. Bidders wishing to use their own documents must submit an example of the document that will be substituted. If the Bidder deems a document to be non-applicable, please provide reasons for the determination. The State reserves the right to give final approval of substituted documents and items marked as non-applicable.

Response:

11. Training

The Contractor must provide administration and end-user training for implementation, go-live support, and transition to customer self-sufficiency.

The Bidder must provide available training options and include details such as: typical class size, materials to be provided, class duration, on-site or web based. The Bidder must provide a training plan for go-live support and transition to self-support, including options and details such as the number of dedicated personnel, staff location, hours available and duration of go-live support.

Response:

12. Documentation

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

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

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

13. Transition

Bidder must describe how they propose a successful transition to State self-sufficiency. Please include methodology/ approach for both the technical side (i.e. infrastructure operation and architecture) as well as the business side. Please include how long the transition is proposed to take as well as what skill set the State will need to take over the solution.
Response:

14. Experience/ References

Describe at least 3 relevant experiences from the last 5 years supporting your ability to successfully manage a contract of similar size and scope for the work described in this RFS. By providing the information below, Bidder agree to allow the State to conduct reference checks.

Information Sought	Bidder Response
Experience 1	
Company name	
Contact name	
Contact role at time of project	
Contact phone	
Contact email	
City	
State	
Zip	
1. Project name and description of the scope of the project	
2. What role did your company play?	

3. How is this project experience relevant to the subject of this RFS?	
Dollar value	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Results obtained	
Experience 2	
Company name	
Contact name	
Contact role at time of project	
Contact phone	
Contact email	
City	
State	
Zip	
1. Project name and description of the scope of the project	
2. What role did your company play?	
3. How is this project experience relevant to the subject of this RFS?	
Dollar value	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Results obtained	
Experience 3	
Company name	

Contact name	
Contact role at time of project	
Contact phone	
Contact email	
City	
State	
Zip	
1. Project name and description of the scope of the project	
2. What role did your company play?	
3. How is this project experience relevant to the subject of this RFS?	
Dollar value	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Results obtained	

15. Pricing & Timeline

This project will be Milestone/Deliverable based. Invoicing/payment will be submitted after approval of milestones and/or deliverables by the State’s Project Manager and Project Sponsor.

Price proposals must include all costs for the development, support, implementation, and training for the Solution. Please complete the table below. Additional rows can be added if proposing additional milestones.

Milestone/Deliverable Pricing Model

Milestone/Deliverable	Milestone Event	Associated Milestone Deliverable(s)	Proposed State Staff involved with % time allocation	Proposed Vendor Staff involved with % time allocation	Schedule	Cost
Milestone/Deliverable 1:	Project Planning	Project Kickoff	1) 2) 3) Etc.	1) 2) 3) Etc.	Contract Execution + x calendar days	\$
Milestone/Deliverable 2:	Requirements and Design Validation	Validation sessions, Final Requirement Validation Document, Final Design Document, Final Implementation Document	1) 2) 3) Etc.	1) 2) 3) Etc.	Execution + x calendar days	\$

Milestone/Deliverable 3:	Provision environments	Validate Test and Production environments, Execute/validate Data Migration	1) 2) 3) Etc.	1) 2) 3) Etc.	Execution + x calendar days	\$
Milestone/Deliverable 4:	Installation and Configuration of software	Final Solution and Testing Document	1) 2) 3) Etc.	1) 2) 3) Etc.	Execution + x calendar days	\$
Milestone/Deliverable 5:	Testing and Acceptance	Final Test Results Report, Final Training Documentation, Final Acceptance, Knowledge Transfer Process Acceptance	1) 2) 3) Etc.	1) 2) 3) Etc.	Execution + x calendar days	\$
Milestone/Deliverable 6:	Go/No-Go Decision		1) 2) 3) Etc.	1) 2) 3) Etc.	Execution + x calendar days	\$(Must be at least 10% of the total cost)
Milestone/Deliverable 7:	Post-Production Warranty*	<u>Included in the cost of Solution.</u>	1) 2) 3) Etc.	1) 2) 3) Etc.	Production + 90 calendar days	\$ 0.00

Milestone/Deliverable 8:	Final Payment				\$ (Must be at least 10% of the total cost)
Total**					\$
Optional Support 1***	Production Support Services	After Post-Production Warranty		90 additional calendar days	\$
Optional Support 2***	Production Support Services	After Post-Production Warranty		90 additional calendar days	\$
Optional Support 3***	Production Support Services	After Post-Production Warranty		90 additional calendar days	\$

* **Note:** Postproduction Warranty. The Contractor must provide a 90 calendar days postproduction warranty at no cost to the State. The postproduction warranty will meet all requirements of the contract.

** **Note:** Total Project Costs are not to exceed amount submitted/proposed. Price must be **ALL INCLUSIVE**, including, but not limited to, any and all delivery costs or destination fees.

*** **Note:** Additional Maintenance and Support may be required for an optimal transition of responsibilities over to the State. At its sole discretion, the State may purchase additional Maintenance and Support in up to 3, 90 days blocks.

Work Breakdown Structure (WBS)

Bidder must provide a Work Breakdown Structure (WBS) that corresponds with the milestone dates set forth above (or with Bidder’s alternatively proposed schedule). The WBS must be detailed enough to identify all State and Contractor responsibilities.

Response: Please attached as **Attachment 2 - Work Breakdown Structure (WBS)** at the end of this document.

Hourly Billing Pricing

Contractor must provide the hourly rate of each member of its proposed team along with the total hours dedicated to the project. Additional rows may be added.

Resource’s Role / Job Title	Hourly Bill Rate	Hours	Total Costs
Role 1:	\$	x	\$
Role 2:	\$	x	\$
Role 3:	\$	x	\$
Role 4:	\$	x	\$
Role 5:	\$	x	\$
Total		x	\$

Open Source or Third Party Products

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

Product	Price

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Post-Production Warranty and Optional Support Service Level Agreement

The below applies to the 90 day Post-Production Warranty Period and any following Optional Support.

1.1 Service Level Table. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. "**Resolve**", "**Resolved**", "**Resolution**" and correlative capitalized terms mean, with respect to any particular Support Request, that Contractor has corrected the Error that prompted that Support Request and that the State has confirmed such correction and its acceptance of it in writing. Contractor shall respond to and Resolve all Support Requests within the following times based on the State's designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after Contractor's investigation of the reported Error and consultation with the State:

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
Critical Service Error	(a) Issue affecting entire Software system or single critical production function; (b) Software down or operating in materially degraded state; (c) Data integrity at risk; (d) Material financial impact;	Contractor shall acknowledge receipt of a Support Request within thirty (30) minutes.	Contractor shall Resolve the Support Request as soon as practicable and no later than four (4) hours after Contractor's receipt of the Support Request. If the Contractor Resolves the Support Request by way of a work-around accepted in writing by the State, the support classification assessment will be reduced to a High Service Error.

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
	<p>(e) Widespread access interruptions: or</p> <p>(f) Classified by the state as a Critical Service Error</p>		
<p>High Service Error</p>	<p>(a) A Critical Service Error for which the State has received, within the Resolution time for Critical Service Errors, a work-around that the State has accepted in writing; or</p> <p>(b) Primary component failure that materially impairs Software’s performance;</p>	<p>Contractor shall acknowledge receipt of a Support Request or, where applicable, the State's written acceptance of a Critical Service Error work-around, within twenty-four (24) hours.</p>	<p>Contractor shall Resolve the Support Request as soon as practicable and no later than two (2) Business Days after Contractor's receipt of the Support Request or, where applicable, the State's written acceptance of a Critical Service Error work-around.</p>

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
	<p>(c) Data entry or access is materially impaired on a limited basis; or</p> <p>(d) performance issues of severe nature impacting critical processes</p>		
<p>Medium Service Error</p>	<p>An isolated or minor Error in the Software that meets any of the following requirements:</p> <p>(a) does not significantly affect Software functionality;</p> <p>(b) can or does impair or disable only certain non-essential Software functions; or</p> <p>(c) does not materially affect</p>	<p>Contractor shall acknowledge receipt of the Support Request within two (2) Business Days.</p>	<p>Contractor shall Resolve the Support Request as soon as practicable and no later than ten (10) Business Days after Contractor's receipt of the Support Request.</p>

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
	the State's use of the Software		
Low Service Error	Request for assistance, information, or services that are routine in nature.	Contractor shall acknowledge receipt of the Support Request within five (5) Business Days.	N/A

1.2 Escalation. If Contractor does not respond to a Support Request within the relevant Service Level response time, the State may escalate the Support Request to the Contractor Project Manager and State Program Managers, or their designees, and then to the parties' respective Contract Administrators.

1.3 Time Extensions. The State may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response or Resolution times.

1.4 Contractor Updates. Contractor shall give the State monthly electronic or other written reports and updates of:

- (a) the nature and status of its efforts to correct any Error, including a description of the Error and the time of Contractor's response and Resolution;

(b) its Service Level performance, including Service Level response and Resolution times; and

(c) the Service Credits to which the State has become entitled.

2. Service Credits.

2.1 Service Credit Amounts. If the Contractor fails to respond to a Support Request within the applicable Service Level response time or to Resolve a Support Request within the applicable Service Level Resolution time, the State will be entitled to the corresponding service credits specified in the table below ("**Service Credits**"), provided that the relevant Error did not result from a State Cause.

Support Request Classification	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
Critical Service Error	An amount equal to 5% of <i>Milestone/Deliverable 8: Final Payment</i> (if during the warranty) or <i>Optional Support 1, 2, 3</i> (if during optional support) for each hour by which Contractor's response exceeds the required Response time.	An amount equal to 5% of <i>Milestone/Deliverable 8: Final Payment</i> (if during the warranty) or <i>Optional Support 1, 2, 3</i> (if during optional support) for each hour by which Contractor's response exceeds the required Resolution time.
High Service Error	An amount equal to 3% of <i>Milestone/Deliverable 8: Final Payment</i> (if during the warranty) or <i>Optional Support 1, 2, 3</i> (if during optional support) for each day by which Contractor's response exceeds the required Response time.	An amount equal to 3% of <i>Milestone/Deliverable 8: Final Payment</i> (if during the warranty) or <i>Optional Support 1, 2, 3</i> (if during optional support) for each day by which Contractor's response exceeds the required Resolution time.

2.2 Compensatory Purpose. The parties intend that the Service Credits constitute compensation to the State, and not a penalty. The parties acknowledge and agree that the State's harm caused by Contractor's delayed delivery of the Support Services would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Service Credits are a reasonable estimate of the anticipated or actual harm that might arise from Contractor's breach of its Service Level obligations.

2.3 Issuance of Service Credits. Contractor shall, for each monthly invoice period, issue to the State, together with Contractor's invoice for such period, a written acknowledgment setting forth all Service Credits to which the State has become entitled during that invoice period. Contractor shall pay the amount of the Service Credit as a debt to the State within fifteen (15) Business Days of issue of the Service Credit acknowledgment, provided that, at the State's option, the State may, at any time prior to Contractor's payment of such debt, deduct the Service Credit from the amount payable by the State to Contractor pursuant to such invoice.

2.4 Additional Remedies for Service Level Failures. Contractor's repeated failure to meet the Service Levels for Resolution of any Critical Service Errors or High Service Errors, or any combination of such Errors, within the applicable Resolution time set out in the Service Level Table will constitute a material breach under the Contract. Without limiting the State's right to receive Service Credits under this **Section 2**, the State may terminate this Schedule for cause in accordance with terms of the Contract.

3. Communications. In addition to the mechanisms for giving notice specified in the Contract, unless expressly specified otherwise in this the Contract, the parties may use e-mail for communications on any matter referred to herein.

1. Exhibit 1 – Business Requirements

Business Req. No.	Detailed Business Requirement Description

2. Exhibit 2 – Additional Federal Provisions

[Read and delete: This section may only be required if federal funding is to be used for the second tier solicitation, based on the federal funding program requirements. Each State Agency or Department is solely responsible for ensuring that the contracts they use meet their federal funding program requirements. If you determine that you need any federal provisions for this second tier solicitation, then insert the required provisions after the paragraph below.]

This Exhibit 2 – Additional Federal Provisions applies to second tier solicitations that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State’s terms and conditions, including any attachments, schedules, or exhibits to the State’s Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

3. Attachment 1 – Bidder’s Personnel Resumes
(Bidder to Provide)

4. Attachment 2 - Work Breakdown Structure (WBS)
(Bidder to Provide)